

New SIU Contracts Special Edition



SEAFARERS LOG

Official Publication of the SEAFARERS INTERNATIONAL UNION - Atlantic, Gulf, Lakes and Inland Waters District - AFL-CIO



This special edition of the July Seafarers LOG contains the new Tanker and Freightship Agreements which have been overwhelmingly ratified by the membership, both in the Union Halls and aboard ship.

The new agreements, which became effective June 16, 1975 and which run until midnight, June 15, 1978, are repeated here in their entirety.

NOTE: All changes contained in the new contract are indicated by shading.

Tanker Agreement

See Page 2

Freightship Agreement

See Page 18

NEW STANDARD TANKER AGREEMENT

between

SEAFARERS INTERNATIONAL UNION

Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO

and

Contracted Companies

June 16, 1975—June 15, 1978



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TANKER AGREEMENT

ARTICLE I

EMPLOYMENT

SECTION 1. The Company recognizes the Union as the sole and exclusive bargaining representative of all Unlicensed Personnel employed on board American-flag vessels owned or operated by the Company or its subsidiaries.

SECTION 2. The Union agrees to furnish the Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill vacancies necessitating the employment of Unlicensed Personnel in ample time to prevent any delay in the scheduled departure of any vessel covered by this agreement. To assure maximum harmonious relations and in order to obtain the best qualified employees with the least risk of a delay in the scheduled departure of any vessel covered by this agreement, the Company agrees to secure all Unlicensed Personnel through the Hiring Halls of the Union. If, for any reason, the Union does not furnish the Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill such vacancies, in ample time to prevent any delay in the scheduled departure of any vessel covered by this agreement, the Company may then obtain members of the Unlicensed Personnel from any available source, in which case the Union shall be notified.

SECTION 3. The Company agrees, that as a condition of employment all Unlicensed Personnel shall become members of the Union within thirty-one days after the execution of this agreement, or within thirty-one days after hire, whichever is later, and shall remain members of the Union while employed by the Companies listed in Appendix A, attached hereto, and made a part hereof, during the life of this agreement. The Company is not obligated to take steps to enforce this provision unless due notice is received in writing from the Union, to the effect that a member of the Unlicensed Personnel is not in compliance herewith.

SECTION 4. (a) The Union agrees that the Company has the right to reject (by written notation on the job assignment slip) any applicant for employment who the Company considers unsatisfactory or unsuitable for the vacancy, or to discharge any member of the Unlicensed Personnel who, in the opinion of the Company, is not satisfactory. If the Union considers the rejection of any applicant for employment or the discharge of any member of the Unlicensed Personnel as being without reasonable cause such action by the Company shall be dealt with under the grievance procedure and the Union agrees that any such rejection or discharge shall not cause any vessel to be delayed on her scheduled departure.

(b) Unlicensed Personnel when applying for employment shall submit to the physical examination prescribed by the Company, and shall submit from time to time thereafter to such physical examination as may be required by the Company. In the event any decision of the Company physician is challenged by the Union, as to the physical fitness of a member of the Unlicensed Personnel, such member shall be re-examined by a Public Health Physician and his decision shall be binding.

SECTION 5. The Company agrees not to discriminate against any member of the Unlicensed Personnel for legitimate Union activities, and the Company further agrees that no person referred in accordance with this Article, shall be discriminated against because of race, creed, color, sex, age, national or geographic origin.

SECTION 6. The term Unlicensed Personnel as used in this Agreement shall not include super-cargoes, cadets, pursers and livestock tenders.

SECTION 7. Either party shall have the right, upon written notification to the other, to re-negotiate any part or all of Article 1. Upon receipt of such notification the parties to this agreement shall meet within seven (7) days for negotiations of this issue.

SECTION 8. (a) Subject to the provisions of this Article and of the Shipping Rules promulgated in accord herewith, jobs shall be referred and held on the following seniority basis:

(1) Class "A" seniority rating, the highest seniority rating, shall be held by:

A. all unlicensed seamen who possessed such rating on September 8, 1970, pursuant to the Shipping Rules then in effect;

B. all unlicensed seamen who possess Class B seniority rating pursuant hereto, and who have shipped regularly as defined herein for eight (8) consecutive years, provided such seamen have maintained their Class B seniority rating without break and provided further that they have completed satisfactorily the advanced course of training then offered by the Harry Lundeberg School of Seamanship for the Department in which such seamen regularly ship; and

C. all unlicensed seamen who have been upgraded to Class A seniority rating by the Seafarers Appeals Board pursuant to the authority set forth herein.

(2) Class "B" Seniority rating, the second highest seniority rating, shall be held by:

A. all unlicensed seamen who possessed such rating on September 8, 1970, pursuant to the Shipping Rules then in effect;

B. all unlicensed seamen who possess Class C seniority rating pursuant hereto and who have shipped regularly as defined herein for two (2) consecutive years; and

C. all unlicensed seamen who possess Class C seniority rating pursuant hereto and who have graduated from the Harry Lundeberg School of Seamanship entry rating training program and have been issued a ship assignment card in accordance with the Shipping Rules, then in effect.

(3) Class "C" seniority rating, the lowest seniority rating shall be possessed by all unlicensed seamen who do not possess either Class A or Class B seniority ratings.

(4) For the purposes of upgrading seniority, "shipping regularly" shall mean employment as an unlicensed seaman for no less than ninety (90) days during each calendar year aboard one or more American-flag vessels covered by this collective bargaining agreement. The time required to constitute "shipping regularly" shall be reduced proportionately in accord with the amount of bona fide in or out-patient hospital time spent during a given calendar year by a covered seaman. No seaman shall suffer any loss of seniority credit accrued prior to his entry of military service in the armed forces of the United States if he registers to ship in covered employment within one hundred twenty (120) days following his separation from military service.

(b) Subject to Section 3 of this Article 1, assignments to jobs within the foregoing classes of seniority rating shall be made without regard to union affiliation.

(c) There is created the Seafarers Appeals Board, a permanent board of four (4) members, to hear and determine all disputes arising under this Article 1, and to promulgate and administer the Shipping Rules authorized by this Section 8.

(d) The Seafarers Appeals Board, shall have the power to reduce from time to time, but not the power to increase, the requirements for seniority ratings set forth herein; and if such power is exercised, the Board shall arrange for effective publication of such decision. The Seafarers Appeals Board shall also add newly contracted companies to Appendix A, and shall promulgate Shipping Rules, including reasonable disciplinary, administrative and procedural rules and regulations, to govern employment operations of hiring halls and the seniority and referral to jobs of all unlicensed personnel under and pursuant to this Agreement. Such Shipping Rules may provide for rotary shipping within classes, shall provide for full seniority credit for employment by, or election to any office or job in, or any employment taken at the behest of, the Union (which seniority credit is hereby granted), and may include reasonable, non-discriminatory preferences to be accorded to unlicensed personnel, as well as provisions for total or partial seniority credit, to be granted in the Board's reasonable discretion in cases other than those set forth herein where a seaman's shipping employment has been interrupted by circumstances beyond his control and where denial of such seniority credit would work an undue hardship. The provisions of this subsection (d) shall be subject to the following subparagraphs:

(1) The said Shipping Rules may not be inconsistent with this Agreement, nor may they change the intent and purpose hereof.

(2) Rotary shipping within Classes A, B and C of seniority rating shall be based on a period of unemployment of ninety (90) days.

(3) Class C personnel with a certificate of satisfactory completion of the entry rating training program of the Harry Lundeberg School of Seamanship shall be preferred for employment over Class C personnel.

(4) As part of the Food and Ship Sanitation Program, there is hereby established "The Steward's Department Recertification Program," which shall be exclusively operated by Employer Trustees for the purpose of reclassifying and recertifying Steward department personnel, pursuant to arrangements and details to be worked out. Six (6) months after such program is initiated in any port, Recertified Stewards in that port shall be preferred for employment over other Stewards whenever possible. In any event six (6) months after facilities for the recertification program are opened at the Harry Lundeberg School of Seamanship in Piney Point, Maryland, or on any other dates set by the Seafarers Appeals Board, such Recertified Stewards shall be preferred for employment over other Stewards whenever possible.

(5) As a part of the Harry Lundeberg School of Seamanship, there is hereby established "The Deck Department Recertification Program for Bosuns," which shall be exclusively operated by HLSS Trustees for the purpose of classifying and recertifying Deck Department personnel, pursuant to arrangements and details to be worked out. Six (6) months after such program is initiated in any port, such Recertified Bosuns in that port shall be preferred for employment over other Bosuns whenever possible. In any event six (6) months after facilities for the recertification program are opened at the Harry Lundeberg School of Seamanship

in Piney Point, Maryland, or on any other dates set by the Seafarers Appeals Board, such Recertified Bosuns shall be preferred for employment over other Bosuns whenever possible.

(6) The Steward Department Recertification Program and the Deck Department Recertification Program for Bosuns, heretofore established, may be modified or discontinued in whole or in part when circumstances so warrant.

(7) Within each class of seniority in the Deck Department, the Engine Department and the Steward Department, preference for employment shall be given to all entry ratings who are endorsed as Lifeboatmen in the United States Merchant Marine by the United States Coast Guard, unless the requirement of such endorsement has been waived by the Seafarers Appeals Board.

(8) The job circulation regulations may provide for requiring those possessing a seniority rating below Class B to leave a vessel after no less than sixty (60) days or one round trip, whichever is longer, provided further that this regulation may not be applied so as to cause a vessel to sail short-handed. There shall be no bumping within Class A. No transportation, subsistence or wages shall be paid a man joining or leaving a vessel through exercise of seniority privileges, notwithstanding any provisions of Article II, Section 55 of this Agreement. Any disputes arising out of the application of this subparagraph shall be decided under the procedures of the Seafarers Appeals Board.

(e) The Seafarers Appeals Board shall include in the Shipping Rules promulgated in accord herewith, reasonable rules of procedure to govern matters coming before it.

(f) The Seafarers Appeals Board shall have four (4) members, two appointed by the Union and two appointed by that committee representing the majority of contracted employers for purposes of negotiations with Union, commonly known as the Management Negotiating Committee. Each party shall also appoint two alternates for the members so appointed, to serve in the absence of such members.

(g) The quorum for any action by the Seafarers Appeals Board shall be at least one member appointed by each party. At any meeting of the Seafarers Appeals Board the members appointed by each party shall collectively cast an equal number of votes regardless of the actual number of members present and voting. Except as otherwise provided herein, decisions of the Seafarers Appeals Board shall be unanimous. In the event of a tie vote, the Board shall elect an impartial person to resolve the deadlocked issue. In the event the Board is not able to agree on such an impartial person, the matter shall be submitted to final and binding arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules then in effect of the American Arbitration Association.

(h) Any person or party subject to or aggrieved by the application of this Section 8 shall have the right to submit any matter hereunder to the Seafarers Appeals Board for determination. Such submission shall be in writing, shall set forth the facts in sufficient detail to identify the matter at issue, and shall be sent by certified mail, return requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, New York 11215. An applicant desiring to be heard in person before the Board shall request the same in his written application. In such event the applicant shall be notified at least two (2) weeks prior to the Board's next regular meeting of the date and location of such meeting, and the applicant may attend such meeting at his own expense and be heard.

SECTION 9. The parties hereto agree that the appropriate unit, for representation purposes, is the Unlicensed Personnel aboard the vessels owned or controlled, as aforesaid, by all the companies listed on Appendix A, and any amendments to said Appendix, as set forth herein.

SECTION 10. The Union, shall protect and indemnify the companies party to this agreement in any cause of action based on improper application by the Union of the employment provisions of Article 1 of this Agreement. The Company shall protect and indemnify the Union in any cause of action based on improper application by the Company of the employment provisions of Article 1 of this Agreement.

SECTION 11. The provisions hereof are subject to Federal and State Law and if any part hereof is in conflict therewith, such part shall be deemed inapplicable and to the extent thereof, shall be deemed severed from this Agreement, the remainder of which shall remain in full force and effect.

SECTION 12. Alien or non-resident seamen in the Far East, may execute written authorizations to the Seafarers' Vacation Plan, assigning to the Union, vacation benefit payments which may be due such seamen, in discharge of their Union monetary obligations for initiation fee and dues; and the parties further agree that new seamen employed or seamen who have not as yet paid their full initiation fee to the Union, may execute written authorizations to the Seafarers' Vacation Plan, assigning to the Union, vacation benefit payments which may be due such seamen in discharge of their Union initiation fee obligation. All of the forego-

ing authorizations shall be in accordance with the provisions of applicable law.

The Collective Bargaining Agreement between the parties, as amended, is to remain in effect as hereinafter provided.

ARTICLE II GENERAL RULES

SECTION 1. PASSES. The Company agrees to issue passes to the Union representatives for the purpose of contacting its members aboard vessels of the Company covered by this Agreement.

Representatives of the Union shall be allowed on board at any time but shall not interfere with men at work unless said men are properly relieved. (The relief gets no extra compensation.)

SECTION 2. DELEGATES. (a) One man in each department shall be elected by the Unlicensed Seamen in that department to act as Departmental Delegate. Such Delegates shall, together with the Permanent Ship's Committee members keep track of all conditions and problems and grievances in their respective departments, and present to their superior officers, on behalf of the Unlicensed Seamen in their Departments, all facts, opinions and circumstances concerning any matter which may require adjustment or improvement.

(b) **PERMANENT SHIP'S COMMITTEE:** The Permanent Ship's Committee shall consist of three members: the Boatswain, the Chief Steward and the Chief (Electrician) or (Pumpman). The Boatswain shall be Ship's Chairman. The Chief Steward will be Reporter-Secretary, and the Chief (Electrician) or (Pumpman) shall be Educational Director. In the event there is no (Electrician) on board, the Deck Engineer shall serve as Educational Director. If there is no Deck Engineer on board, the Engine Utility shall serve as Educational Director. If neither of the above ratings are on board, the Ship's Chairman and the Reporter-Secretary shall designate a qualified member of the Engine Department to serve as Educational Director for the voyage. The duties of the Permanent Ship's Committee shall be to assist the Departmental Delegates in their duties, to convene and conduct the Weekly Unlicensed Crew Meetings, and to perform the following individual duties:

The Ship's Chairman shall preside at all Shipboard Meetings of the Unlicensed Crew and shall be the primary spokesman aboard ship for the Unlicensed Crew.

If, in the opinion of the majority of the crew, the Boatswain does not meet the qualifications to act in the capacity of Ship's Chairman, the crew may select whomever they consider qualified.

The Reporter-Secretary shall handle all paper work involved in documenting matters brought to the attention of the superior officers, and he shall also prepare and maintain Minutes of the Unlicensed Crew Meetings.

The Educational Director shall be responsible for maintaining and distributing all publications, films and mechanical equipment relating to education on such subjects as safety, training and upgrading, health and sanitation.

(c) **WEEKLY MEETINGS.** To make sure that all problems concerning the Unlicensed crew are brought to light and resolved as quickly as possible, there shall be a Meeting of the Unlicensed Crew every Sunday while the vessel is at sea.

Vessels remaining in port on Sundays may hold these meetings as soon as possible after departure. At such meetings the Permanent Ship's Chairman shall report to the Unlicensed Crewmembers all matters referred to them and shall receive any new and additional problems not previously raised. As compensation for the additional duties required by this Section, the members of the Permanent Ship's Committee and the Departmental Delegates shall each receive one hour's pay at their applicable penalty rate for each weekly meeting held.

SECTION 3. PORT COMMITTEE. For the adjustment of any grievances arising in connection with performance of this Agreement which cannot be satisfactorily adjusted on board the vessel there shall be established a Port Committee at the port where articles are terminated. The Port Committee shall consist of three representatives from the Union and three representatives from the Company, and it shall be the duty of the Port Committee to meet within 24 hours, Saturdays, Sundays, and Holidays excluded. In the event the Port Committee cannot agree they shall select an impartial arbitrator whose decision shall be final and binding. In the event the Port Committee cannot agree on the selection of an impartial arbitrator, then a judge of the Federal District Court shall appoint an impartial arbitrator whose decision shall be final and binding. Expenses of the arbitrator shall be paid by the party whom the arbitrator rules against in the decision.

SECTION 4. STOPPAGE OF WORK. There shall be no strikes, lockouts, or stoppages of work while the provisions of this Agreement are in effect.

SECTION 5. SHIPS CHARTERED BY COMPANY. This Agreement is binding with respect to American Flag Ships chartered by the company (if charterer furnishes crew).

SECTION 6. AUTHORITY OF MASTER AND OBEDIENCE OF CREW. Nothing in this Agreement is intended to or shall be construed to limit in any way the authority of the Master or other officers, or lessen the obedience of any member of the crew to any lawful order.

SECTION 7. COMMENCEMENT OF EMPLOYMENT. Pay for seamen ordered by the Company shall start when the man is required to pass the Doctor, go to the Company office or report aboard the ship with his gear and ready for work, whichever occurs first. Pay for seamen shipped foreign as a "fly-out" shall commence the day the seaman boards the plane.

SECTION 8. TERMINATION OF EMPLOYMENT. Any man leaving a vessel shall, upon request, be given a slip showing reason for his termination of employment.

SECTION 9. STATEMENT OF EARNINGS. Unlicensed crewmembers shall be given a complete record of all earnings and deductions for the voyage not later than at the time of payoff.

SECTION 10. CUSTOMARY DUTIES. (a) Members of all departments shall perform the necessary duties for the continuance of the operations of the vessel as set forth in this Agreement. Necessary work shall include any operation necessary to the movement of the vessel and the preparation of any gear or tank used in the loading or discharging of cargo.

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

SECTION 11. VESSELS AGROUND. In the event the vessel runs aground, this Agreement shall be lived up to by the Company regardless of whether the Company or the Insurance Company is paying the wages and overtime, until such time as articles are terminated.

SECTION 12. MEDICAL RELIEF. (a) Full medical attention as required by law shall be given to all Unlicensed Personnel. Except where it is assumed by the U.S. Consul or the U.S. Public Health Service, such medical attention shall be furnished by the Company at the expense of the Company.

(b) The Company agrees, when stocking medicine chest, to include penicillin which shall be furnished free of charge to seamen in need of same. The rules of the U.S. Public Health Service shall be observed with respect to dosage and administration.

(c) Medical relief will not be provided except that which is available aboard the vessel, if the cause of the illness is the fault of the member of the crew, such as venereal disease, etc.

SECTION 13. MAINTENANCE AND CURE. When a member of the Unlicensed Personnel is entitled to maintenance and cure under Maritime Law, he shall be paid maintenance at the rate of \$8.00 per day for each day or part thereof of entitlement. The payment due hereunder shall be paid to the man weekly. This payment shall be made regardless of whether he has or has not retained an attorney, filed claim for damages, or taken any other steps to that end and irrespective of any insurance arrangements in effect between the Company and any insurer.

SECTION 14. REPATRIATION, UPKEEP AND TRANSPORTATION. (a) Where a crewmember must leave a vessel because of illness or injury in any location outside the Continental United States, he shall be repatriated at company expense as set forth herein, at the earliest date possible and advances equal to allotments, if any, shall continue during such repatriation, provided he has sufficient monies due him from the Company to cover such advances.

It is the purpose of the above paragraph to provide for the automatic payment of advances—in a sum equal to the agreed allotment—and to do this automatically, which advances are then to be charged against any claim for earned or unearned wages. The advances are to be paid in exactly the same time and manner and to the same person or persons that the allotment would have been paid had not illness or injury taken place. The term "repatriation" refers to the entire period for which unearned wages are due, and "advances" are to be made during the entire period, except in those cases where the law sanctions a refusal to pay unearned wages (which can be established under law to be gross negligence, willful misconduct, etc.).

If repatriated on a vessel of the Company, he shall be signed on as a non-working workaway. If repatriated on a vessel of another company, he shall be given not less than second class passage. In the event he is given less than second class passage on a vessel of another company, he shall be given the cash difference between the passage afforded and second class passage. The seaman shall have the option of accepting repatriation by plane if such transportation is offered. Repatriation under this section shall be back to the Port of Engagement.

(b) In the event a crew member must leave a vessel because of illness or injury incurred in the service of such vessel while in a location within the Continental United States, and such illness is known prior to his leaving, he shall be entitled to economy class air transportation to his original Port of Engagement in accordance with Article II, Section 57.

(c) While awaiting repatriation under section (a) and (b) herein, the seaman shall be entitled to repatriation upkeep in the sum of \$8.00 per day until afforded transportation as outlined in said subsections. Such upkeep shall be paid up to and inclusive of the day he is afforded the means of transportation by which he is to be repatriated. The Company or its Agents may make arrangements for meals and lodgings while the seaman is awaiting transportation, but in no event shall these arrangements be at a cost of less than \$8.00 per day.

In cases where regular meals are not included in the transportation herein provided for, the repatriated sea-

man shall be paid the sum of \$10.50 per day for food during the transportation period.

(d) Where a seaman leaves the vessel due to illness or injury and such illness or injury has been known prior to his leaving, he shall receive a full statement of his account showing wages due him. Where time does not permit the statement being given to the man before he leaves the vessel or before the vessel's departure, the Master shall promptly advise the Company Agent and the home office of the status of the man's account at the time he left the vessel.

Thereafter, when the seaman presents himself to the Agent at the Port where he left the vessel, the maximum allowable payments shall be made to him by that Agent.

When the seaman presents his claim for wages to the Agent or office of the Company at the port of engagement or to the home office of the company, he shall receive payment as promptly as possible.

Failure to pay the seaman wages within 72 hours exclusive of Saturdays, Sundays and Holidays after presentation of his claim shall entitle the seaman to \$8.00 per day until the full wages due the man at the time he left the vessel are paid.

(e) Original Port of Engagement as used herein shall mean the port in the Continental United States where a crew member was first employed on board the vessel.

SECTION 15. LOSS OF CLOTHING. (a) In the event a ship of the Company is lost, the crew shall be recompensed for the loss of clothing in the amount of \$500.00 and shall be repatriated to the port of engagement with subsistence, room and wages as per Section 57 of this Article.

(b) In the event that personal effects of Unlicensed Personnel are damaged due to a marine casualty, or an accident to the vessel or its equipment, they shall be recompensed for the loss in the amount of such loss but not to exceed \$300.00.

SECTION 16. WORK PERFORMED BY OTHER THAN MEMBERS OF THE UNLICENSED PERSONNEL. Any work performed by cadets, or workaways, passengers, prisoner of war, staff officers or any member of the crew other than the Unlicensed Personnel that is routine work of the Unlicensed Personnel shall be paid for at the regular overtime rate. Such payment is to be divided among the Unlicensed Personnel ordinarily required to perform such work.

Unlicensed Personnel shall continue to perform such work as they have heretofore customarily and traditionally performed, regardless of technological or other changes implemented or sought to be implemented aboard vessels operated by any of the Companies who are signatory to this Agreement.

SECTION 17. CARRYING OF CADETS, ETC. IN LIEU OF CREW. No cadets, workaways, or passengers shall be carried in lieu of the crew.

SECTION 18. EMERGENCY DUTIES AND DRILLS. (a) Any work necessary for the safety of the vessel, passengers, crew or cargo or for the saving of other vessels in jeopardy and the lives thereon, shall be performed at any time and such work shall not be considered overtime.

"Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels in jeopardy and the lives thereon, shall be performed at any time and such work shall not be considered overtime" refers to instances when it is ordinarily necessary to muster the entire crew in order to assure the safety of the persons or property mentioned. Incidents of this kind should be recorded in the official Log.

"Routine work for the safe navigation of the vessel," refers to such operations as steering, standing a lookout, standing any regular watch on deck or in the engine room.

Such work as (1) dogging down tanks, (2) securing and cradling booms, (3) securing wind sails, (4) securing barrels on the boat deck, shall be overtime when performed after 5 p.m. and before 8 a.m. Monday to Friday, and on Saturdays, Sundays and Holidays, at the applicable rate.

(b) Whenever practicable, lifeboat and other emergency drills shall be held on weekdays, Monday through Friday, between the hours of 8 a.m. and 4:30 p.m. Preparation for drills, such as stretching fire hose and hoisting and swinging out boats, shall not be done prior to signal for such drills and after drill is over, all hands shall secure boat and gear. In no event shall overtime be paid for work performed with such drills, except as herein provided.

(c) Premium rate shall be paid for lifeboat and other drills held on Saturdays, Sundays and Holidays, except in instances where departure time and date do not permit required drills being held before the first Saturday, Sunday or Holiday after departure.

(d) In port when such drills are held on Saturdays, Sundays, or Holidays premium rate shall be paid, except where such drills are held on days of departure.

SECTION 19. SAFE WORKING CONDITIONS. The employer shall furnish safe working gear and equipment when in any harbor or port. No man shall be required to work under unsafe conditions. Ordinary hazards of the sea shall not be considered unsafe conditions in applying this section.

SECTION 20. HOLIDAYS. The Company agrees to recognize the following as holidays:

- | | |
|--------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Washington's Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Day |
| 4. Armistice Day | 9. Independence Day |
| 5. Lincoln's Birthday | |

In the event V.E. or V.J. days are observed as National Holidays, they shall be included in the list.

Saturdays, Sundays and Holidays at sea or in port shall be considered holidays for the Unlicensed Personnel not on watch. Men on watch shall perform only the routine duties necessary for the safe navigation of the vessel on these days.

Premium rate shall be paid for all work performed by the Unlicensed Personnel on any of the nine (9) holidays described in this Agreement at sea or in port.

In the event any of the above named holidays fall on Saturday or Sunday while in port or at sea, the Monday following shall be observed as such holiday. Any day that is a recognized holiday for the longshoremen in Continental U.S. ports shall also be a recognized holiday for the crew while in that particular port.

When a vessel is in Puerto Rico, the following three (3) days, which are recognized as holidays for longshoremen in Puerto Rican ports, shall also be recognized as holidays for the crew while the vessel is in Puerto Rico.

1. Good Friday
2. July 17th (Munoz Rivera)
3. July 25th (Constitution Day)

SECTION 21. PREMIUM RATES, OVERTIME RATES, AND PENALTY OVERTIME RATES.

(a) PREMIUM RATES

	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Deck Department Rating			
Boatswain (on vessels constructed since 1970)	\$9.25	\$9.72	\$10.21
Boatswain (25,500 D.W.T. or over)	8.89	9.33	9.80
Boatswain (under 25,500 D.W.T.)	8.10	8.51	8.93
A.B. Deck Maintenance	6.91	7.25	7.62
Able Seaman	6.10	6.40	6.72
O.S. Deck Maintenance	5.60	5.88	6.18
Ordinary Seaman	4.85	5.09	5.35
Engine Department Rating			
Q.M.E.D.	9.25	9.72	10.21
Chief Pumpman	8.48	8.91	9.35
Second Pumpman/Engine Maintenance	8.49	8.91	9.35
Ship's Welder Maintenance	7.42	7.80	8.19
Engines Utility	6.98	7.32	7.69
Oiler/Maintenance Utility	6.85	7.25	7.55
Oiler	6.10	6.40	6.72
Fireman/Watertender	6.10	6.40	6.72
General Utility Deck/Engine	5.60	5.88	6.18
Wiper	5.60	5.88	6.18
Steward Department Rating			
Chief Steward (on vessels constructed since 1970)	9.25	9.72	10.21
Steward/Cook	9.25	9.72	10.21
Chief Steward (25,500 D.W.T. or over)	8.44	8.87	9.31
Chief Steward (under 25,500 D.W.T.)	8.12	8.53	8.96
Chief Cook	7.30	7.67	8.05
Cook and Baker	6.91	7.25	7.62
Third Cook	5.95	6.25	6.56
Assistant Cook	5.95	6.25	6.56
Messman	4.69	4.93	5.17
Utilityman	4.69	4.93	5.17

Except as otherwise provided, the Premium Rates set forth above shall be paid for all work performed on Saturdays, Sundays and Holidays. When specific rates are provided in this Agreement for work done on Saturdays, Sundays and Holidays, those rates shall not be less than the Premium Rate in effect.

It is further agreed that the Company shall offer to all Deck and Engine Unlicensed Personnel possessing a Group I rating, a minimum of eight (8) hours during every weekend at sea, or pro-rata thereof, to cover situations when the ship is not at sea for a full weekend.

(b) OVERTIME RATES

	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Deck Department Rating			
Boatswain (on vessels constructed since 1970)	\$5.04	\$5.29	\$5.56
Boatswain (25,500 D.W.T. or over)	5.04	5.29	5.56
Boatswain (under 25,500 D.W.T.)	5.04	5.29	5.56
A.B. Deck Maintenance	3.87	4.06	4.27
Able Seaman	3.87	4.06	4.27
O.S. Deck Maintenance	3.07	3.22	3.39
Ordinary Seaman	3.07	3.22	3.39
Engine Department Rating			
Q.M.E.D.	5.04	5.29	5.56
Chief Pumpman	5.04	5.29	5.56
Second Pumpman/Engine Maintenance	5.04	5.29	5.56
Ship's Welder Maintenance	5.04	5.29	5.56
Engines Utility	5.04	5.29	5.56
Oiler/Maintenance Utility	3.87	4.06	4.27
Oiler	3.87	4.06	4.27
Fireman/Watertender	3.87	4.06	4.27
General Utility Deck/Engine	3.07	3.22	3.39
Wiper	3.07	3.22	3.39
Steward Department Rating			
Chief Steward (on vessels constructed since 1970)	5.04	5.29	5.56
Chief Steward (25,500 D.W.T. or over)	5.04	5.29	5.56
Chief Steward (under 25,500 D.W.T.)	5.04	5.29	5.56
Steward/Cook	5.04	5.29	5.56

Chief Cook	5.04	5.29	5.56
Cook and Baker	5.04	5.29	5.56
Third Cook	3.87	4.06	4.27
Assistant Cook	3.87	4.06	4.27
Messman	3.07	3.22	3.39
Utilityman	3.07	3.22	3.39

Except as otherwise provided the rates set forth above shall be paid for all work in excess of eight (8) hours, Monday through Friday.

For all work performed on watch in port, after 5 p.m. and before 8 a.m., Monday through Friday, the following rates shall be applicable, except as otherwise provided.

Group 1	\$4.48
Group 2	3.44
Group 3	2.73

(c) PENALTY RATES

On Watch Monday through Friday	
Group 1	\$4.48
Group 2	3.44
Group 3	2.73

Off Watch Monday through Friday	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$5.62	\$5.91	\$6.20
Group 2	4.51	4.74	4.97
Group 3	4.02	4.22	4.43

On Watch Saturday, Sunday and Holidays	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1 (on vessels constructed since 1970)	\$9.25	\$9.72	\$10.21
Group 1 (25,500 D.W.T. and over)	8.89	9.33	9.80
Group 1 (under 25,500 D.W.T.)	8.10	8.51	8.93
Group 2	7.74	8.13	8.53
Group 3	6.14	6.45	6.77

The rates set forth above shall be paid for such work hereinafter defined in this contract.

(d) Departments and Groups shall be the basis for determining the applicable Group for a specific rating, as stated below.

Departments and Groups

Jobs aboard vessels covered by these rules are classified according to the following schedule of Departments and Groups.

DECK DEPARTMENT	
GROUP I-DAY WORKERS	
Boatswain	Deck Maintenance
Boatswain's Mate	Watchman-Day Work
Carpenter	Storekeeper
GROUP II-RATING WATCH STANDERS	
Quartermaster	Car Deckman
Able Seaman	Watchman-Standing Watches
ENGINE DEPARTMENT	
GROUP I	
Chief Electrician	Chief Ref. Eng'r.
1st, 2nd, 3rd Ref. Eng'r.	Chief Storekeeper
2nd Electrician	Evap. Maintenance Man
Unlic. Jr. Eng'r.-Day Work	Pumpman, 1 and 2
Unlic. Jr. Eng'r.-Watch	Engine Maintenance
Plumber-Machinist	Ship's Welder/Maintenance
Electrician/Ref. Maint.	QMED
Crane M/T Electrician	Engine Utility Reefer Maintenance
GROUP II	
Deck Engineer	Watertender
Engine Utility	Fireman/Watertender
Oiler-Diesel	Fireman
Oiler-Steam	Oiler Maintenance/Utility
STEWARD DEPARTMENT	
GROUP I (S) RATED MEN	
Chief Steward-Passenger	2nd Steward-Passenger
Steward	Steward/Cook
GROUP I-RATED MEN	
Chief	2nd Cook and Baker
Cook and Baker	Butcher
Chief Cook	
GROUP II	
2nd Cook, 3rd Cook and Assistant Cook	
ENTRY DEPARTMENT	
GROUP III	
Ordinaries on Watch	General Utility Deck/Engine
Wiper	O.S. Deck Maintenance
Utility Messmen	Messmen
Waiters	General Steward's Utility

SECTION 22. COMMENCEMENT OF OVERTIME.

(a) When the watch below is broken out to report for work outside their regular schedule, overtime shall commence at the time stated for the call-out, provided, however, that such crew members report for duty within 30 minutes of the time the overtime work commences. Otherwise, overtime shall commence at the actual time such employee reports for duty and such overtime shall continue until the employee is released.

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

SECTION 23. CONTINUOUS OVERTIME. When working overtime on the watch below, and the crew is knocked off for 2 hours or less, the overtime shall be paid straight through. Time allowed for meals shall not be considered as overtime in this clause. This section does not apply to men who are receiving overtime for standing their regular watch.

SECTION 24. COMPUTATION OF OVERTIME. When overtime worked is less than 1 hour, overtime for 1 full hour shall be paid. When overtime worked exceeds 1 hour, the overtime work performed shall be

paid for in one-half hour periods, and any fractional part of such period shall count as one-half hour.

SECTION 25. CHECKING OVERTIME. No work specified in this Agreement as overtime work shall be performed unless authorized by the head of the particular department. After authorized overtime has been worked, the senior officer of the department on board will present to each employee who has worked overtime a slip stating hours of overtime and nature of work performed. An overtime book will be kept to conform with individual slips for settlement of overtime. Officers and men shall keep a record of all disputed overtime. No claim for overtime shall be valid unless each claim is presented to the head of the department within 72 hours after completion of the work. When work has been performed and an overtime claim is disputed, the head of the department shall acknowledge in writing that the work was performed.

SECTION 26. PAYMENT OF OVERTIME. All money due for crew overtime shall be paid at the signing off. In the event payment of overtime is delayed by the Company beyond 24 hours after signing off articles, additional compensation shall be paid at the rate of \$10.00 a day for each calendar day or fraction thereof aforesaid payment of overtime wages is delayed. This shall not include disputed overtime being settled between the Union Representatives and the Company.

No claim for the above penalty shall be considered valid unless the failure to make such payment is made known to the Union within 72 hours after the event.

SECTION 27. DIVISION OF WAGES OF ABSENT MEMBERS. (a) When members of the Unlicensed Personnel are required to do extra work because the vessel sailed without the full complement as required by vessel's certificate, under circumstances where the law permits such sailing, the wages of the absent members shall be divided among the men who perform their work, but no overtime shall be included in such payments.

Where a man is missing due to a vessel sailing short-handed or due to illness or injury, the member or members of the crew who perform the missing man's work shall receive overtime for all such work performed in excess of eight (8) hours. Where they are not required to work in excess of eight (8) hours to perform the missing man's duties they shall divide the missing man's wages.

When a vessel is in port and watches are being maintained for the Deck Department and a crew member is absent from his watch, the Company shall not be required to replace the missing man on this watch or divide his wages, providing there is a full complement being carried on the payroll.

(b) At sea, when day men are switched to sea watches and promoted for the purpose of replacing men who are injured or sick, they shall receive the differential in pay.

(c) When men standing sea watches are promoted for the purposes of replacing men who are injured or sick they shall receive the differential in pay only.

(d) In no event shall any member of the Unlicensed Personnel work more than eight (8) hours in any one day without the payment of overtime.

SECTION 28. MONEY DRAWS. Monies tendered for draws in foreign ports shall be made in United States currency falling which, traveler's checks shall be issued at the Company's expense, except where currency laws established in foreign countries prohibit such issuance.

When American money is aboard, crew advances shall be put out the day before arrival in port. Upon request the Unlicensed Personnel shall be granted advances at least once every five days, except on Saturdays, Sundays and Holidays, while the vessel is in port. Such advances shall be made available to the crew not later than 4 p.m.

SECTION 29. EXPLOSIVES. On vessel carrying explosives in excess of 50 long tons as permitted by law, the Company agrees to pay each member of the Unlicensed Personnel in addition to their regular monthly wage, 10% per month of such wages from the time the loading of the explosive is started until the explosive cargo is completely discharged.

When the Unlicensed Personnel is required to work explosives at any time, they shall be paid for such work in addition to their regular monthly wages at the rate of \$10.00 per hour.

For the purposes of this Agreement, explosives shall consist of the following items:

Nitro-Glycerine	Loaded Bombs
T.N.T.	Dynamite
Poison Gases	Loaded shells of one pound or over but not small arms ammunition
Black Powder	
Blasting Caps	
Detonating Caps	

SECTION 30. HANDLING CARGO HOSES. (a) It is agreed that the crew shall handle, connect, and disconnect vessel's cargo and bunker hoses on board the ship without the payment of overtime except during overtime hours; however, if the crew is required to go on dock to handle connecting or disconnecting of cargo and/or bunker hoses, they shall be paid at the rates indicated in Article II, Section 21 (c) Penalty Overtime.

(b) When sand ballast is washed off the deck they shall be paid at the rates indicated in Article II, Section 21 (c), Penalty Overtime.

(c) **REFUELING AT SEA:** All Unlicensed Personnel actively engaged in the refueling at sea operation shall be paid by using the various groups as defined by the

Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

Anytime-On Watch Monday through Friday	
Group 1	\$4.48
Group 2	3.44
Group 3	2.73

When such work is performed on watch, on Saturdays, Sundays or Holidays, the rates indicated in Article II, Section 21 (c), Penalty Overtime shall be applicable. The operation shall consist of the handling of lines, hoses, valves and other equipment necessary to the operation. The Master shall determine the number of personnel to be used during the operation. The man at the wheel shall receive penalty overtime Monday through Friday during the operation. The refueling operation shall terminate when the line and hoses are returned to the vessel being refueled.

SECTION 31. STANDBY WORK. When men are hired by the Company for Standby Work in port by the day, they shall be paid the premium rate for the respective ratings. Eight (8) hours shall constitute a day's work. All work performed in excess of eight (8) hours in any 24 hour period, or any work performed in excess of eight (8) continuous hours, shall be paid at the premium rate and one-half for the respective ratings. Men hired to perform Standby Work shall perform any work which shall be assigned to them by their superior officer, and they shall not be subject to any work rules set forth in this Agreement.

When Standby Work in any particular department is to be performed an effort shall be made to obtain men with ratings in such department if they are available and are competent to perform such work.

Any man hired for Standby Work who reports when ordered shall be paid a minimum of eight (8) hours of pay for the first day and a minimum of four (4) hours for each day's pay thereafter.

This change shall not be interpreted to conflict with any understanding that the Union might have with a company whose practice is to hire relief crews while the vessel is in port.

SECTION 32. LONGSHORE WORK BY CREW. In those ports where there are no longshoremen available, members of the crew may be required to drive winches for handling cargo or may be required to handle cargo. For such work, crew members shall be paid at the following rates Monday through Friday.

Group 1 (on vessels constructed since 1970)	\$ 9.25
Group 1 (25,500 D.W.T. and over)	8.89
Group 1 (under 25,500 D.W.T.)	8.10
Group 2	7.74
Group 3	6.14

On Saturday, Sunday and Holidays the following rates shall apply.

Group 1 (on vessels constructed since 1970)	\$13.88
Group 1 (25,500 D.W.T. and over)	13.34
Group 1 (under 25,500 D.W.T.)	12.15
Group 2	11.61
Group 3	9.21

On Tankers which are carrying grain, when crew members are required to unfasten butterworth plate nuts and/or remove the butterworth plates for the purpose of loading or discharging grain cargo, or to replace butterworth plates and/or fasten nuts upon completion of grain cargo work, they shall be entitled to compensation as provided for in this section. This section shall not be so construed as to be applicable to any work where longshoremen are not available due to labor trouble.

The above shall not apply for securing or shoreing up cargo.

SECTION 33. PORT TIME, ARRIVAL & 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 of 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.

(b) 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.

(c) 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.

(d) Port time shall not apply while awaiting pilot, quarantine pratique, safe weather or tide.

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

SECTION 34. SHIFTING SHIP. (a) After the vessel arrives in port as outlined in Article II, Section 33, any subsequent move solely in inland waters shall be regarded as shifting ship and overtime paid at the applicable rate for men on duty while such moves are performed on Saturdays, Sundays and Holidays and after 5 p.m. and before 8 a.m. Monday through Friday with the following exceptions:

When sea watches are maintained, moves between New York area and Albany area, New York area and Bridgeport and vice-versa shall not be considered a shift.

Port Alfred to Montreal or vice-versa
Port Alfred to Quebec or vice-versa
Montreal to Quebec or vice-versa
All moves from American Ports to British Columbia ports or vice-versa

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

Boston to New York or vice-versa

New Orleans to Baton Rouge or vice-versa

Norfolk to Baltimore or vice-versa

All moves between ports on the St. Lawrence Seaway and/or on the Great Lakes, West of Montreal, except those moves which are less than eighty (80) miles.

(b) Moves from Baltimore through the Chesapeake and Delaware Canal to Delaware River ports or vice-versa, shall be considered a move of the ship and such work, after 5 p.m., and before 8 a.m., or on Saturdays, Sundays or Holidays, shall be paid for at the applicable rate.

(c) A move from Honolulu to Pearl Harbor or vice-versa shall be considered a shift of the vessel.

(d) A move from Galveston to Houston or vice-versa shall be considered a shift of the vessel.

No movement of a vessel shall be considered a shift of ship until the vessel is in port time as provided for in Article II, Section 33. Any crewmember who does not report aboard ship in accordance with paragraph (b) of this section shall not be entitled to receive the penalty pay for the delayed sailing of 2 hours overtime for such reporting.

SECTION 35. RESTRICTION TO SHIP. When a vessel has been in a foreign port where the crew was restricted to the ship and the Company claims that this restriction was enforced by the government of the port visited or either Federal, Military or Naval Authorities, the Company shall produce a copy of the restriction order of the government, Federal, Military or Naval Authorities. In lieu thereof it may produce a proper entry in the official log book and must give sufficient notice in writing of the restriction to the Ship's Chairman. The notice shall also be posted on the crew's bulletin board. A letter from the Company's agents will not be sufficient proof of the existence of such an order. If the Company is unable to produce evidence as provided herein to satisfy the Union of the validity of such restriction, the crew shall be compensated for having been restricted to the ship by the payment of overtime for the period of the restriction at the applicable penalty rate.

When a restriction occurs because of quarantine, immigration or customs procedures, a proper Log entry shall suffice.

SECTION 36. SAILING BOARD TIME. (a) 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.

(b) 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 overtime at the regular rate for such reporting.

If the new sailing time is not posted within the two (2) hour period, the watch off duty shall receive overtime at the regular rate 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 overtime 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.

(c) 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, the regular rate of overtime in effect will be paid from the time the watch below is required to return until the time the vessel sails or 8 a.m. Monday, whichever is earlier.

(d) 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 unlicensed crew member by an authorized deck or engine officer, 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 unlicensed crew member, then the unlicensed crew members shall be guided by the posted sailing time.

(e) Each unlicensed crew member 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 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 unlicensed crew member having left the vessel.

(f) If at the time of the telephone call the answer is that there has been no change, then the unlicensed crew member can rely on the departure time as set forth on the sailing board when he left the vessel. If in response to the telephone call the unlicensed crew member is advised that the departure time has been changed, he will report one (1) hour before the new scheduled departure time.

(g) When unlicensed crew members 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 loading or discharging cargo or loading of stores or bunkers, even if it occurs after 8 a.m. on Monday (or Tuesday if Monday is a holiday), they will be paid overtime at the regular rate as provided above.

(h) If the vessel in fact sails within two (2) hours from the posted sailing time, pursuant to which the unlicensed crew member reported back on the vessel, there will be no penalty payment required.

(i) All unlicensed crew members shall report aboard at least one (1) hour before the scheduled sailing time. In the event any unlicensed crew member fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement. If the original crew member reports after the Company has called a replacement, the man shipped by the Union as such replacement shall receive two (2) days pay from the crew member who was late in reporting for duty.

(j) When a Company orders a replacement for which there is no vacancy on the vessel, the Company shall reimburse the seaman the equivalent of two (2) days pay plus transportation charges.

SECTION 37. SECURING VESSEL FOR SEA. All vessels of the Company must be safely secured before leaving the harbor limits for any voyage.

SECTION 38. LAUNCH SERVICE. When a ship is anchored or tied up to a buoy for eight (8) hours or over, for the purpose outlined in Article II, Section 34, each member of the Unlicensed Personnel while on his watch below shall be allowed one round trip to shore at the Company's expense every twenty four (24) hours.

When launch service is arranged for by the Company, the schedule shall be such that each and every member shall be given the opportunity for a round trip as called for herein on his watch below.

In ports where regular boat service is not available, members of the crew may make their own arrangements for transportation and the Company agrees to reimburse either the crewmember or the owner of the boat up to \$5.00 per round trip per man carried once every twenty four (24) hours.

SECTION 39. REST PERIODS. (a) When members of the Unlicensed Deck and Engine Departments are required to turn to on overtime for a period longer than two (2) hours between the hours of midnight and 8 a.m., they shall be entitled to a rest period of one (1) hour for each hour worked between midnight and 8 a.m. This rest period shall be given at any time that is convenient between the hours of 8 a.m. and 5 p.m. the same day. This rest period shall be in addition to cash overtime allowed for such work. If a rest period is not given, the men who have worked shall be entitled to additional overtime at the applicable penalty rate in lieu thereof. This section shall not apply to men who have been turned to on overtime at 6 a.m. or after.

(b) Where sea watches have been maintained this section shall not apply to regular watch standers.

(c) In port, if sea watches have been broken and have not been reset, this section shall apply to any man required to turn to on such overtime work.

(d) This section shall apply, in the case of day workers, both at sea or in port.

SECTION 40. FRESH PROVISIONS. (a) An adequate supply of fruit juices shall be provided for the Unlicensed Personnel. Fresh fruit and vegetables will be furnished at every port touched where available, and if supply is possible a sufficient amount to last until the next port or to last until the food would ordinarily, with good care spoil. Shore bread shall be furnished at all U.S. ports when available.

Frozen foods shall be considered the equivalent of and serve the same purpose as fresh foods.

(b) (1) Vessels making a foreign voyage shall store canned whole fresh milk at the rate of one (1) pint per man per day for the duration of the voyage.

(2) While a vessel is in Continental U.S. ports, fresh milk from local dairies is to be served three times a day. Prior to a vessel departing from any domestic ports going to another domestic port and/or a foreign port forty (40) gallons of local fresh milk must be placed on board.

(3) After departure from the last Continental U.S. port and the supply of fresh local milk has been consumed, canned whole fresh milk is to be served at breakfast only while at sea.

(4) While in a foreign port, canned whole fresh milk is to be served three (3) times a day as per agreement.

(5) No purchase of milk shall be made in foreign ports while canned whole fresh milk is available.

(c) If milk is provided for persons other than crewmembers, then additional milk must be supplied for such use.

SECTION 41. ROOM AND MEAL ALLOWANCE. When board is not furnished unlicensed members of the crew, they shall receive a meal allowance of \$2.00 for breakfast, \$3.00 for dinner and \$5.50 for supper. When men are required to sleep ashore, they shall be allowed \$10.50 per night.

SECTION 42. MEAL HOURS RELIEVING FOR MEALS. The meal hours for the Unlicensed Personnel employed in the Deck and Engine Departments shall be as follows:

Breakfast	7:30 a.m. to 8:30 a.m.
Dinner	11:30 a.m. to 12:30 p.m.
Supper	5:00 p.m. to 6:00 p.m.

(a) At sea or in port the 4 to 8 watch shall relieve itself for supper.

(b) The 12 to 4 watch on sailing day is to be knocked off at 11 a.m. in order to eat at 11:30 a.m. and to be ready to go on watch at 12 noon.

(c) These hours may be varied, but such variations shall not exceed one (1) hour either way, provided that one (1) unbroken hour shall be allowed at all times for dinner and supper when vessel is in port. When watches are broken, if one (1) unbroken hour is not given, the men involved shall receive one (1) hour's overtime in lieu thereof. This penalty hour shall be in addition to the actual overtime worked during the meal hours.

(d) When crew is called to work overtime before breakfast and work continues after 7:30 a.m. a full hour shall be allowed for breakfast, and if breakfast is not served by 8 a.m., overtime shall continue straight through until breakfast is served. During cargo operations the pumpman on duty shall not be entitled to a penalty hour during meal hours unless he is required to do work such as making repair, or shift tanks, or do any work other than making routine inspections.

(e) If one (1) unbroken hour is not given, the men involved shall receive one (1) hour's overtime in lieu thereof.

(f) When the watch below or men off duty are working on overtime at sea or in port, they shall be allowed one (1) unbroken meal hour. If one (1) unbroken meal hour is not given, the men involved shall receive one (1) hour's overtime in lieu thereof. This penalty hour shall be in addition to the actual overtime worked during the meal hour. The provisions in this section shall be applicable at all times at sea or in port to men on day work.

(g) All penalty meal hours shall be paid at the applicable penalty rate.

SECTION 43. MIDNIGHT LUNCH. (a) If the crew works as late as 9 p.m. coffee and night lunch shall be provided. If work continues after 9 p.m. fifteen (15) minutes shall be allowed for the coffee and night lunch, which time shall be included as overtime.

(b) If the crew starts work at or before 9 p.m. and work continues overtime until midnight, the men shall be provided with a hot lunch at midnight. If the work continues after midnight one (1) unbroken hour shall be allowed for such hot lunch. If this unbroken hour is not allowed, the men involved shall receive one (1) hour's overtime in lieu thereof, which shall be in addition to the actual overtime worked during the hot lunch hour.

(c) If the crew is broken out after 9 p.m. and works continuously for three (3) hours, a hot lunch shall be provided at the expiration of the three (3) hours if the work is to be continued. Otherwise, a night lunch shall be provided. An unbroken hour shall be allowed for the hot lunch and if such unbroken hour is not allowed the men shall receive one (1) hour's overtime in lieu thereof, which shall be in addition to the actual overtime worked during the hot lunch hour.

(d) If the crew works as late as 3 a.m., coffee and night lunch shall be provided and if work continues after 3 a.m., fifteen (15) minutes shall be allowed for coffee and night lunch, which time shall be included as overtime.

(e) If the crew works as late as 6 a.m., coffee shall be provided and if work continues after 6 a.m., fifteen (15) minutes shall be allowed for coffee, which time shall be included as overtime.

(f) When a vessel is scheduled to depart at midnight, the midnight lunch hour may be shifted one (1) hour either way.

(g) In the event the midnight lunch is not served the men involved shall be paid the supper meal allowance in addition to the overtime provided for in paragraphs (b) and (c) above.

SECTION 44. COFFEE TIME. (a) All hands shall be allowed fifteen (15) minutes for coffee at 10 a.m. and 3 p.m. or at a convenient time near those hours.

(b) When the crew is entitled to the thirty (30) minutes readiness period under Article II, Section 22, coffee shall be made by the watch or watchman and be ready at the time of calling, and allowed during the thirty (30) minutes of readiness period.

SECTION 45. CREW'S QUARTERS. All quarters assigned for the use of the Unlicensed Personnel are to be kept free from vermin insofar as possible. This is to be accomplished through the use of extermination facilities provided by the Company, or fumigating the quarters every six (6) months with gas.

Room allowance, as provided in Section 41, shall be allowed when:

1. Heat is not furnished in cold weather. When the outside temperature is sixty-five degrees (65°) or lower for eight (8) consecutive hours, this provision shall apply.
2. Hot water is not available to crew's washrooms for a period of twelve (12) or more consecutive hours.
3. On air conditioned vessels, when the room temperature is seventy-eight degrees (78°) or above, and the air conditioning unit does not work in excess of eight (8) hours, this provision shall apply. If fans are installed the penalty shall not be invoked. If fans do not now exist, suitable arrangements shall be made with the Union and Company for their installation.
4. Crew's quarters have been painted, and paint is not absolutely dry, and other suitable quarters are not furnished aboard.
5. At all times when vessel is in dry dock overnight and sanitary facilities are not supplied.
6. Linen is not issued upon men's request prior to 6 p.m. on the day the seaman joins the vessel.
7. Vessel is being fumigated and is not cleared before 9 p.m.
8. Men standing midnight to 8 a.m. watch on the

same day the vessel is fumigated shall be entitled to room allowance regardless of when the vessel is cleared.

9. Work such as chipping, welding, riveting, hammering or other work of a similar nature is being performed in or about the crew's quarters between 8 p.m. and 6 a.m.

When such work as outlined in (9) above is being performed in or around the quarters of the men who stand donkey watches, such men will be provided with other quarters, or room allowances will be allowed.

Note: Penalties claimed for lack of heat, air conditioning, hot water, etc., or because of noise as defined in (9) above, must be recorded on an eight (8) hour basis with the Ship's Master or other proper department head. Dates, times of reporting, and temperatures should be made part of such record.

SECTION 46. CLEANLINESS OF QUARTERS. The Unlicensed Personnel shall cooperate to the fullest in order to keep their respective living quarters clean and tidy at all times.

In the event the crew's quarters are not cleaned in accordance with the SIU standards, and this is brought to the attention of the patrolman prior to pay-off, then it is the duty of the patrolman to see that these quarters are cleaned by the crewmembers who live in the said locale and to see that they are cleaned before paying off the ship.

SECTION 47. CREW EQUIPMENT. The following items shall be supplied the Unlicensed Personnel employed on board vessels of the Company.

1. A suitable number of blankets.
2. Bedding consisting of two white sheets, one spread, two white pillow slips, which shall be changed weekly.
3. One face towel and one bath towel which shall be changed twice weekly.
4. One cake of standard face soap such as Lux, Lifebuoy or Palmolive soap with each towel change.
5. One box of matches each day.
6. Suitable mattresses and pillows shall be furnished but hair, straw or excelsior shall not be suitable. As mattresses now on board wear out, they shall be replaced by innerspring mattresses.
7. All dishes provided for the use of the Unlicensed Personnel shall be crockery.
8. One cake of laundry soap, one cake of lava soap, one box of washing powder weekly.
9. Sanitubes shall be available for the Unlicensed Personnel at all times.
10. Cots shall be supplied to the crew while in the tropics, except on fully air-conditioned vessels.
11. Two twelve-inch fans shall be furnished in forecastles occupied by two or more Unlicensed Personnel, and one sixteen-inch fan in all forecastles occupied by one member of the Unlicensed Personnel.

Any member willfully damaging or destroying linen shall be held accountable for same. When full linen is not issued, men shall receive \$2.00 each week for washing their own linen. The Steward shall not issue clean linen to any individual crewmember until such member has turned in his soiled linen.

SECTION 48. VENTILATION. All quarters assigned to the Unlicensed Personnel and all messrooms provided for their use shall be adequately screened and ventilated and a sufficient number of fans to secure ventilation shall be provided.

SECTION 49. MESSROOM. Each vessel shall be furnished with a messroom for the accommodation of the crew, such messroom or messrooms to be in each case so constructed as to afford sitting room for all and to be so situated as to afford full protection from the weather and from heat and odors arising from the vessel's engine room, fireroom, hold and toilet.

SECTION 50. WASHROOMS. Adequate washrooms and laboratories shall be made available for the Unlicensed Personnel of each department, washrooms to be equipped with a sufficient number of hot and cold fresh water showers.

SECTION 51. LOCKERS. A sufficient number of lockers shall be provided so that each employee shall have one locker of full length whenever space permits, with sufficient space to stow a reasonable amount of gear and personal effects.

SECTION 52. UNIFORMS. In the event a man is required to wear a uniform, other than provided for in Article V, Section 29, he shall furnish his own uniform and shall be paid an additional \$12.50 per month for same.

SECTION 53. ELECTRIC REFRIGERATOR, ELECTRIC WASHING MACHINE & ELECTRIC CLOTHES DRYER. An electric washing machine and refrigerator shall be furnished for the use of Unlicensed Personnel on all vessels. If sufficient space and electric power is available, an electric clothes dryer shall also be provided for the use of Unlicensed Personnel. On vessels presently without clothes dryers preparations will be made for installation upon arrival at the Continental United States port where suitable dryers are available provided the above mentioned conditions are met. The location of these items shall be determined by the Company. Any necessary repairs requiring replacement parts may be withheld until the vessel arrives at a port where parts are available.

SECTION 54. JURY AND PORTAL TOILETS. When necessary, jury toilets shall be rigged in an area most suitable to comply with proper sanitary standards. When portal toilets are required, those ratings normally as-

signed to sanitary duties such as: wiper, ordinary seamen, messmen may be required to mop and provide the sanitary supplies for such units during routine hours without the payment of overtime. However, any work involving removal or replacement of the tanks shall be paid at the applicable rate. The proper department head shall determine the need for tank changes in keeping with proper sanitary standards.

SECTION 55. TRANSPORTATION AND PAYING OFF PROCEDURE. 1 (a) Vessels on foreign voyages shall be signed on for one (1) voyage for a term of time not exceeding twelve (12) calendar months. If a replacement is available, seamen on all vessels on foreign articles that remain outside the Continental United States for a period in excess of six (6) months shall have the option of requesting transportation, one (1) day's pay, and \$10.50 meal allowance upon having attained six (6) months employment on the existing set of articles, unless the vessel is scheduled to depart for the Continental United States within ten (10) days after arrival at the next port of call. The six (6) months period shall be calculated on the existing set of articles and shall not include any time accumulated from a previous set of articles. This provision shall not apply to vessels waiting to load or loading cargo in Persian Gulf ports. Under such circumstances, the seaman shall be paid off if requested at the next discharge port, and if a replacement is available. This paragraph applies only to seamen joining the vessel in the Continental United States. Companies operating vessels in shuttle service shall have the option of terminating articles after six (6) months.

(b) It is also agreed that the Articles shall terminate at the final port of discharge in the Continental United States, unless another port is mutually agreed to between the Company and the Union. If the final port of discharge is located in an area other than the area in the Continental United States, in which is located the port of engagement, economy class air transportation shall be provided to only those men who leave the vessel, plus wages and subsistence to port of engagement in Continental United States. At the seaman's option, cash equivalent of the actual cost of economy class air transportation shall be paid. However, if the vessel returns to the area wherein the port of engagement is located he shall receive only transportation from the port in which he is paid off to the original port of engagement.

(c) If the vessel departs from the final port of discharge within ten (10) days after inbound cargo is completely discharged to return to the port of engagement, the above shall not apply.

Once a crewmember has made the initial foreign voyage and earned transportation, the transportation remains payable so long as he pays off in another area other than the area wherein is located his original port of engagement.

If the new foreign articles are signed, transportation provisions shall not apply till termination of the Articles.

(d) For the purpose of this Section, the Continental United States shall be divided into eight areas—Pacific Northwest; California; Atlantic Coast Area North of Cape Hatteras; Atlantic Coast Area South of Cape Hatteras; and the Gulf Coast Area, the State of Alaska, the Western Great Lakes Area and the Eastern Great Lakes Area. The dividing line between the Western and Eastern Great Lakes shall be the Mackinac Straits Bridge and the Sault Ste. Marie Locks.

Hawaii becoming a state does not constitute an additional area for the purpose of transportation, however seamen shipped in Hawaii who are paid off in the Continental United States and who are entitled to transportation under other provisions of this contract shall receive transportation to San Francisco.

(e) It is further agreed that in the event a ship returns light or in ballast to the Continental United States, articles shall terminate at first port of arrival in accordance with voyage description set forth in the articles, except that when the arrival at the first port is for the purpose of securing additional bunkers, stores, or making emergency repairs of not more than seven (7) days duration, articles shall continue until the vessel can proceed to another Continental United States port.

2. (a) Vessels making a voyage to Bermuda, Mexico, West Indies, including Cuba, Canada, Newfoundland, and/or coastwise in any order, either direct or via ports shall be signed on for one (1) or more continuous voyages on the above-described route or any part thereof and back to a final port of discharge on the Atlantic or Gulf Coast of the Continental United States for a term of time not exceeding six (6) calendar months.

(b) When a vessel is on domestic articles or harbor payroll prior to proceeding on a foreign voyage a member of the Unlicensed Personnel shall not be entitled to transportation to the port of engagement if he fails to make the foreign voyage, unless the Company terminates his employment through no fault of his own.

(c) If the port where the articles are finally terminated is located in an area other than the area in the Continental United States in which is located the port of engagement economy class air transportation shall be provided to those men only who leave the vessel, plus wages and subsistence to port of engagement in Continental United States. At the seaman's option, cash equivalent of the actual cost of economy class air transportation shall be paid. If the vessel departs from the final port of discharge within ten (10) days after inbound cargo is completely discharged to return to the port of engagement, the above shall not apply. However, if the vessel returns to the area wherein the port of engagement is located he shall receive only transportation from the port in which he is paid off to the original port of engagement.

The crewmember shall be entitled to transportation regardless of the number of voyages he makes once transportation has been due him as long as he pays off in an area other than an area wherein is located the original port of engagement.

(d) For the purpose of this section, the continental United States shall be divided into five areas: Pacific Northwest; California; Atlantic Coast area, North of Cape Hatteras; Atlantic Coast area, South of Cape Hatteras; and the Gulf Coast area.

(e) It is also agreed that the transportation provisions contained herein shall not apply until the articles are finally terminated.

3. Any member of the Unlicensed Personnel will be allowed to pay off the vessel in any port in Continental United States or Puerto Rico upon twenty four (24) hours notice to the Master, prior to the scheduled sailing of the vessel. However, where a vessel is expected to arrive and depart on a weekend, such notice shall be given not later than 1 p.m. on Friday.

The Master shall be allowed to discharge any member of the Unlicensed Personnel upon twenty four (24) hours notice. If the seaman exercises his rights to be paid off, as provided for in this paragraph, transportation provisions shall not be applicable. If the Master exercises his right to discharge a seaman as provided for in this paragraph, transportation provisions shall not be applicable. Should the Union object to the discharge, the matter shall be handled in accordance with grievance procedure.

4. Seaman originally joining a vessel in Alaska and who are paid off in a Continental United States port and who are entitled to transportation under provisions of this contract shall receive transportation to the port of Seattle.

5. Applicable operations regulations shall be effective on G.A.A. vessels.

SECTION 56. RETURN TO PORT OF ENGAGEMENT. (a) In the event a ship of the Company is sold, interned, lost, laid up, run aground or is stranded and the crew is required to leave the vessel by reason thereof, the crew shall be given transportation back to the port of engagement with subsistence, room and wages, at the time of payoff, as per Article II, Section 59, of this Agreement. When room and subsistence is not furnished aboard the vessel, room and meal allowance will be paid as prescribed in Article II, Section 43, until crew is furnished repatriation by train, vessel or commercially operated airplanes, equivalent to the equipment of regularly scheduled airline, or in the event such airplane transportation is not equivalent to a regularly scheduled airline, they shall be paid the difference in cash.

(b) The port of engagement of the seaman is the port in the Continental United States where he was first employed by the company for the vessel involved. It is agreed that where a seaman quits and a replacement is obtained in the Continental United States port, the replacement's port of engagement shall be the same as the seaman he replaced except that the replacement would be entitled to transportation to his port of engagement if the ship is laid up and he is laid off.

(c) When a seaman is entitled to transportation under this agreement, he shall receive the cash equivalent of available economy class air transportation including tax to his port of engagement. If the vessel lays up in a port outside the area where the seaman originally joined the vessel, he shall be entitled to one (1) day's pay and \$10.50 subsistence, in addition to his transportation. In ports close together such as, but not limited to New York to Philadelphia, Seattle to Longview, or New Orleans to Baton Rouge or vice versa, bus or rail transportation may be used as mutually agreed to by the Union and Company representatives at the pay-off.

(d) On vessels where the Unlicensed Personnel are not properly advised in writing prior to the signing of articles that the vessel is to be sold, transferred or scrapped, the Company shall be responsible for any excess baggage charges incurred in repatriation for the seaman's personal gear and tools, normally used in the performance of his duties.

Personal gear shall not include musical instruments, hi-fi or T.V. sets, radios and conveniences acquired during the voyage.

SECTION 57. TRAVELING. Members of the Union when transported by the Company during the course of their employment, shall be provided with Economy Class air travel. Where meals are not provided by the carrier, subsistence shall be paid as per Article II, Section 43; breakfast \$2.00, \$3.00 for dinner, and \$5.50 for supper. When traveling by ship is involved, men shall be provided with Second Class transportation or the cash equivalent thereof.

SECTION 58. VESSELS IN IDLE STATUS. When a vessel is inactive in a United States port for any reason for a period of seven (7) days or less, the Unlicensed Personnel shall be kept on board at the regular monthly rate of pay. However, when it is expected that said vessel will be idle for a period in excess of seven (7) days, the Unlicensed Personnel may be reduced on arrival. Should the vessel resume service within seven (7) days, the vessel's Unlicensed Personnel who return to the vessel, shall receive wages, room and meal allowances for the period for which they were laid off.

SECTION 59. FULL COMPLEMENT WHILE CARGO IS BEING WORKED. A full complement of Unlicensed Personnel shall be maintained aboard vessel at all times cargo is being worked.

The Company shall be in compliance with this section when there is less than a full complement, Saturdays, Sundays and on Holidays, due to voluntary termination, to discharge for cause or absence of members of the

Unlicensed Personnel who should have normally been on duty. Likewise, compliance shall be in effect when there is less than a full complement aboard due to a condition arising as the result of a marine casualty.

SECTION 60. MANNING SCALE. It is agreed and understood that the present manning scale carried on the Company's vessel shall not be changed unless such changes are mutually agreed to by both the Union and the Company. It is mutually agreed that if the Company makes any change in the manning scale of Licensed Personnel either from the initial complement on a newly built or acquired vessel or from the present complement on vessels owned and/or operated by the Company on the date of this contract, the Union has the right to negotiate concerning any effect that such change may have on the Unlicensed Crew.

SECTION 61. INTERNATIONAL DATE LINE. If a vessel crosses the International Date Line from east to west, and a Saturday, Sunday or Holiday is lost, all day workers shall observe the following Monday or the day following a Holiday. Watch standers will be paid overtime in accordance with the principle of Saturday and Sunday overtime at sea. If the Sunday which is lost is also a Holiday, or if the following Monday is a Holiday, then the following Monday and Tuesday shall be observed.

However, in crossing the International Date Line from west to east, if an extra Saturday, Sunday or Holiday is picked up only one of such Saturdays, Sundays or Holidays shall be observed and all crew members will be required to work without overtime on the so-called second Saturday, Sunday or Holiday provided that if Sunday is also a Holiday, the Sunday which is picked up shall be observed as such Holiday.

SECTION 62. NEW EQUIPMENT NOT CARRIED AT PRESENT, NEW CONSTRUCTION AND RECONSTRUCTION. In the event the Company is to build new ships, acquire new ships or convert old ships, it is agreed that prior to the commencement of construction or conversion, the Union and the Company shall meet to negotiate manning scales, quarters, recreational facilities and all equipment and provisions to be furnished for, or used by, the Unlicensed Personnel.

SECTION 63. CALENDAR DAY. For the purpose of this Agreement, the calendar day shall be from midnight to midnight.

SECTION 64. WAR ZONE. In case any vessel of the Company traverses waters adjacent to or in the proximity of a declared or undeclared war or state of hostilities, it is hereby agreed that a petition on the part of the Union for the opening of negotiations for added remuneration, bonuses, and/or insurances, shall in no way be deemed cause for the termination of this Agreement.

SECTION 65. COPIES OF AGREEMENTS TO BE FURNISHED. Copies of this agreement shall be furnished to the Master, Chief Engineer and Chief Steward, who in turn shall supply each departmental delegate with a copy at the commencement of each voyage.

SECTION 66. LOGGING. Where the Master exercises his prerogative under maritime law by logging a man for missing his regular work or watch, he shall not log the man more than one (1) day for one (1) day. This section shall not be deemed to prejudice the authority of the Master or the requirement of obedience of the crew, described elsewhere in this Contract, except as specifically herein provided.

SECTION 67. RETURN OF DECEASED SEAMEN. If a seaman dies at any time during the voyage, the Company shall so notify the next of kin as designated on the shipping articles. In the event a seaman dies in a port not in the Continental United States, or if he dies at sea and his body is delivered to a port not in the Continental United States, in which port facilities for preservation of the body for shipment and burial are available, and there are no legal restrictions contrary thereto, if the said next of kin request the return of the body and agrees to assume responsibility for the body at the port of engagement, the Company shall defray the total cost of preserving and returning the body to the original port of engagement.

SECTION 68. TIME OFF—TANKERS. (a) Upon completion of a foreign, nearby foreign, intercoastal, or coastwise voyage, all of the assigned Unlicensed Personnel who will remain on board and make the next voyage shall have time off (not to exceed eight (8) working hours) in the payoff port or such other ports as may be mutually agreed upon between the Master and the crewmember. The voyage shall commence at the time of signing of articles (foreign, nearby foreign, intercoastal or coastwise and continue until articles are terminated. In nearby foreign and coastwise trade, this time off need not be granted more often than once in each thirty (30) day period. It is understood that the Company is obligated to hire replacements for those relieved if necessary to maintain proper safety standards and services, and if the vessel is in a port where the Union maintains a hiring hall and qualified personnel are available. It is further understood that the number of replacements is within the complete discretion of the Company. Such replacements are to be paid at existing stand-by rates and shall be governed by the work rules defined in Article II, Section 51. However, the foregoing shall not be construed to affect in any way the established practice of companies with shore gangs. This provision shall not be applicable during annual inspections.

1. If a man selects a port for time off where it is

impossible to grant eight (8) hours off, he only gets what is available and no accumulation is carried forward.

2. If members of the Steward Department are off while the vessel is not feeding, no overtime is payable to them.
3. In the Deck Department, those accepting time off under this Section shall not be required to report for shifting of ship during time off or during their watch below.
4. Alternation of time off may be applied in the Deck Department provided the vessel's stay in port is long enough to comply with the intent of the time off Section.
5. Where the seaman does not receive his day off as required above, he shall receive one (1) day's pay in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (½) day's pay in lieu thereof. This clause shall not apply where the seaman has accepted overtime in lieu of time off nor when time off was offered by the Company and refused.
6. Qualified day workers may be required to relieve watch-standers for purposes of time off. They shall be paid at their respective Overtime Rates after 5 p.m. and before 8 a.m., Monday through Friday, and at their premium rates on Saturdays, Sundays and Holidays.
7. The penalties defined in Item 5 above shall not be applicable for the current voyage if the vessel lays up in the port of payoff.
(b) As circumstances permit, on all vessels which are shuttling, all Unlicensed Personnel who will remain on board shall be entitled to time off (not to exceed eight (8) hours) upon completion of each 60 days of employment in such port as is mutually agreed upon between the Master and the crewmember. The voyage shall commence upon the signing of the articles and continue until the articles are terminated. When the seaman does not receive the day(s) off as required above, he shall receive (1) one day's pay for each day or days in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (½) day's pay in lieu thereof. The receipt of payment in lieu of day(s) off shall be contingent upon the seaman's completion of the articles.

SECTION 69. AWNINGS AND COTS. All Tankers, except those in regular North Atlantic runs, and Alaska Coastwise runs, shall be provided with awnings aft, with the exception of vessels equipped with facilities on deck of the same nature. On fully air conditioned vessels, there shall be no requirements for the issuance of cots or the installation of awnings.

SECTION 70. TELEVISION SETS. (a) The Company shall provide a television set for the Unlicensed Personnel on all vessels covered by this Agreement.

(b) Such television set shall be a nationally known brand with no less than a twenty-one inch (21") black and white screen.

When the T.V. set which is presently in use on the Company's vessels, requires replacement, the Company will provide a nationally known brand T.V. with no less than a twenty-one (21") color screen. The maintenance and repair of these sets including the antennae shall be the responsibility of the Company. The Company shall not be responsible for damage caused by the improper acts of any Unlicensed Crewmember.

SECTION 71. CREWS WAGES. Unlicensed Personnel will be paid day for day on all contracted vessels regardless of the type of voyage.

SECTION 72. TANKERS IN THE GRAIN TRADE.

1. When a tanker is put into the grain trade the crew shall be under the Freightship working rules from the time they commence loading grain until such time as they arrive at an oil cargo loading berth, they shall then revert to the tanker working rules. It is understood, however, that they shall at all times remain under the tanker wage scale, Premium and Overtime Rates. Where work rules are not specified in the Freightship Contract for a specific rating, such rating shall perform those duties as are defined in this Agreement.

2. It has been agreed that the Deck Department can take the ship's evacuators from the cargo hold or shelter deck store rooms, wherever they may be stored, and place them in position on deck where they are required for loading or discharging.

In cases where it is necessary to take the cyclone (heads) off these machines in order to store them, it has been agreed that the pumpmen will take out the bolts, nuts, etc., and that the Deck Department would lift off the heads and store the machines, and in the same manner when the machines are being taken out of storage and placed on deck, the Deck Department will lift the head onto the machine and the pumpmen will in turn secure the bolts, nuts, etc. The above described work may be done during regular working hours by the watch on deck without the payment of overtime.

3. (a) It has been agreed that when the ship's evacuators are in use that it will be the pumpman's duty to maintain these machines, such as standing by when they are running, changing oil, greasing, refueling them and doing general maintenance and repair work as can be done aboard ship. On ships having electric evacuators, it shall be the Pumpman's duty to plug in the electric connections and change plugs during regular working hours without the payment of overtime.

(b) When shoreside evacuators are to be used, and the crewmembers are required to service or handle same they shall be paid at the rates defined in Article II, Section 21(c), Penalty Overtime.

4. Cleaning tanks where grain has been carried. When

men are required to sweep up grain and remove it from the tanks or wash the tanks down with a hand hose, this shall be considered the same as cleaning holds and the hold cleaning rate shall be paid as per the Freightship Agreement. However, when the butter-worth machines are used and the tanks are cleaned and mucked, men performing this work shall be paid at the tank cleaning rate.

5. During regular working hours it shall be the duty of the Deck Department to set up and shift the ship's evacuators including attaching the first section of suction pipe and to do any rigging necessary for operation and repairs. However, hooking up additional sections of suction pipe, shifting suction lines or going into the tanks to hook up or unplug suction lines shall be considered longshore work and shall be paid for at the longshore rate.

6. Ship's evacuators are evacuators placed on board the vessel in a U.S. port at the time of loading and are returned to a U.S. port after completion of the discharge of cargo.

SECTION 73. OBO VESSELS. The basic monthly wages, premium and overtime rates unless otherwise agreed upon between the Union and the Company, shall be as stated in this Agreement. When grains, coal, ores or other bulk cargoes are carried, the vessel shall be governed by the work rules defined in the Freightship Agreement. Where work rules for a specific rating are not defined in the Freightship Agreement, such rating shall perform such duties as are defined in this Agreement. Freightship work rules shall apply from the time the vessel commences loading a bulk cargo until such time as the vessel arrives at a berth for the purpose of loading a liquid cargo. At such time, the work rules defined in this Agreement shall apply.

On such vessels where the cargo hatches are opened or closed hydraulically; it shall be the routine duty of the Unlicensed Personnel to open and close such hatches and remove any cargo residue from the tracks that may impair such operation, during the regular watch or work day, Monday through Friday, without the payment of overtime, unless otherwise specified in this Agreement.

SECTION 74. PYRAMIDING OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE III

DECK DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Deck Department, when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate 6/16/75	Monthly Rate 6/16/76	Monthly Rate 6/16/77
Boatswain (on vessels constructed since 1970),	1065.34	1114.61	1174.54
Boatswain (25,500 D.W.T. or over)	985.78	1014.01	1064.71
Boatswain (under 25,500 D.W.T.)	929.51	975.98	1024.78
A.B. Deck Maintenance	792.63	832.26	873.27
Able Seaman	697.56	732.48	780.06
O.S. Deck Maintenance	640.46	672.49	706.11
Ordinary Seaman	563.13	590.79	609.82

SECTION 2. DIVISION OF OVERTIME. All overtime shall be divided as equally as possible among the members of the deck crew. In any event, the Boatswain shall be allowed to make as many hours overtime as the high man's overtime hours in the Deck Department, except where such overtime has been paid for routine sea watches. The Boatswain shall have the right to stand gangway watch in turn with the rest of the Deck Department. If he fails to exercise such right he has no claim for high man's overtime.

On vessels carrying the specific rating of "Quartermaster", whose routine duties include the standing of gangway watches; the Boatswain or any other Unlicensed Deck Department member shall not be required to stand gangway watches where "Quartermasters" are available for such assignment. If the Boatswain is required to work with and supervise the watch on deck, Saturdays, Sundays or Holidays, for which the watch on deck receives additional overtime; he shall receive the same amount of overtime per hour as paid to a member of the watch on deck or his premium rate, whichever is higher.

SECTION 3. DIVISION OF WATCHES. (a) The Sailors while at sea shall be divided into three watches which shall be kept on duty successively for the performance of ordinary work incidental to the sailing and maintenance of the vessel.

(b) Except where mutually agreed between the Union and the Company not less than three (3) seamen shall constitute a complete sea watch at all times. When any of these three (3) ratings are missing and the watch is not complete, the wages equivalent to the rating that is missing from the watch shall be paid to the other member or members making up the remainder of the watch.

(c) When the watch below is called out to work, they shall be paid overtime for such work at the rates specified in the Agreement except for such work as defined in Article II, Section 18.

SECTION 4. BOATSWAIN AND A.B. MAINTENANCE STANDING WATCH. If the Boatswain is required to stand watch due to shortage of men, such watches stood between the hours of 5 p.m. and 8 a.m. Monday through Friday shall be paid for at the overtime rate. However, all watches stood shall be in addition to his regular duties as Boatswain. In such cases there shall be no division of wages.

A.B. Maintenance may be required to replace any

Unlicensed Member of the Deck Department when said member is sick or missing without payment of overtime.

On Vessels where the Bosun is listed on the manning scale as a Bosun/OS or Bosun/AB, he shall be assigned to the 8 to 12 watch. On Monday through Friday he shall be paid a minimum of two (2) hours overtime at the regular overtime rate between the hours of 1 p.m. and 5 p.m. for supervising and/or working with the watch on deck. If the work involved requires payment of a higher rate of overtime, such rate shall be applicable. A Bosun/Watchstander shall be assigned to work with the watch below at all times. At such time a qualified member of the watch below will be assigned to perform the routine watch duties of the Bosun.

SECTION 5. SETTING WATCHES. Sea watches shall be set not later than noon on sailing day. When the vessel sails before noon, watches shall be set when all lines are on board and vessel is all clear of the dock.

SECTION 6. BREAKING WATCHES AND WORK IN PORT. (a) When vessel docks between 12 midnight and 8 a.m. and sea watches are broken, any part of a watch between midnight and 8 a.m. shall constitute a complete watch.

(b) In port when sea watches are broken the hours of labor shall be 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday. Any work outside of these hours or on Saturdays, Sundays and Holidays shall be paid for at the applicable rate for the respective ratings.

(c) In port when sea watches are not broken, members in the Deck Department shall stand their regular watches, and perform their regular duties. Employees standing these watches shall assist the officer on watch in attending mooring lines, tending gangways, gangway lights, handle valves and blanks, handle, connect, and disconnect vessel's cargo and bunker hoses on board the ship, replace butterworth plates and close tank tops when necessary for cargo operations. Men on watch may assist Pumpman in pumprooms when accompanied by the Pumpman to make changes for handling cargo and ballast, but not do repair work.

On Saturdays, Sundays and Holidays, or between the hours of 5 p.m. and 8 a.m. on weekdays, overtime at the applicable rate shall be paid for such watches.

(d) When Unlicensed Deck Personnel are required to lower or raise anchor after 5 p.m. and before 8 a.m., Monday through Friday, they shall be paid at the applicable rate, except when the safety of the vessel is involved.

The following work is to be considered as part of raising and lowering the anchor: Breaking out the cement in hawsepipe when preparing to lower anchor; obtaining cement and cementing hawsepipe after anchor has been raised.

When the Bosun does this work, no overtime will be claimed by the Unlicensed Crewmembers.

(e) When the watch below is called out to work they shall be paid overtime at the applicable rate for the work performed during their watch below.

SECTION 7. MEN STANDING SEA WATCHES.

(a) Men standing sea watches shall be paid overtime for all work in excess of eight (8) hours between midnight and midnight each day. No work except for the safe navigation of the vessel is to be done after 5 p.m. and before 8 a.m. and on Saturdays, Sundays and Holidays without payment of overtime.

(b) Sanitary work shall be done on weekdays between 6 a.m. and 8 a.m., without the payment of overtime. Sanitary work in this section shall mean cleaning the wheelhouse, chartroom, cleaning windows and mopping out wheelhouse. Weather conditions may necessitate additional mopping of water from the wheelhouse and cleaning of the wheelhouse windows.

(c) Except as otherwise specifically provided, if a man standing regular watch at sea or in port on Saturday, Sunday and Holidays is required to work other than routine work for the safe navigation of the vessel, they shall be paid at the rates specified in Article II, Section 21 (c), Penalty Overtime with the following exceptions:

1. Cleaning quarters, as outlined in Article III, Section 19.
2. Those duties outlined in Section 6 (d) above.
3. Docking or undocking, as outlined in Article III, Section 13.
4. Routine work for the safe navigation of the vessel.

(d) If a man standing sea watches on Saturday, Sunday or Holidays is required to handle explosives, do longshore work, do carpenter work, secure cargo, handle mail or baggage, handle stores, use paint spray guns or sand blasting equipment, handle garbage, remove soot from the stack, clean bilges or clean up oil spills, clean tanks, or such work as defined in Article III, Section 23, Additional Work, he shall be paid only the rate as specified in this Agreement for that type of work.

SECTION 8. QUARtermasters, ABLE SEAMEN STANDING WHEEL WATCH AT SEA.

(a) While a man is assigned to the wheel at sea and when the ship is using Automatic Steering Equipment, he shall perform his regularly assigned duties on the bridge and shall not leave the bridge or paint off stagings, or do any work on the outside of the bridge structures and shall not do maintenance work and general cleaning on equipment other than that belonging to the bridges, except in the case of emergency.

Where the wheelman stands a four-hour quarter-master watch, he shall be entitled to thirty (30) minutes coffee-time after standing two (2) hours of such watch. He shall be relieved by an unlicensed seaman on watch during his coffeetime period.

(b) **DECK DEPARTMENT'S DUTIES IN PORT.** Quartermasters or any other Unlicensed Personnel in the Deck Department shall stand tank watches and shall handle valves in connection with the loading or discharging of cargo or ballast. When vessels are not loading or discharging, Deck Department members shall stand gangway watches. Quartermasters shall not be required to chip, scale, sougee or polish brass. When watches are broken, Deck Department crewmembers shall be required to stand gangway watches.

(c) On vessels carrying the specific rating of "Quartermaster", gangway watches shall be maintained by such rating when available.

(d) Except for periods while the vessel is maneuvering, the Helmsman will be permitted to smoke. The usual safety and sanitary practices are to be observed.

SECTION 9. BOATSWAIN HANDLING WINDLASS. Boatswain shall stand by the windlass when no carpenter is carried and an able seaman may be required to relieve the Boatswain at the windlass during the Boatswain's working hours.

SECTION 10. DAY WORKERS. (a) The following ratings shall be classified as day workers: Boatswain, Carpenter and Maintenance.

(b) The working hours at sea for all men classified as day workers shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday. Any work performed by day men outside of these hours shall be paid for at their applicable rate, except for such work as defined in Article II, Section 18.

(c) Working hours in port for all men classified as day workers shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday. All work outside these hours or on Saturdays, Sundays and Holidays is to be paid for at their applicable rate.

SECTION 11. WASHING DOWN. When members of the Deck Department are required to wash down after 5 p.m. and before 8 a.m. and on Saturdays, Sundays and Holidays, they shall be paid at the applicable rate.

SECTION 12. HANDLING MOORING LINES. (a) The watch on deck shall receive Penalty Overtime for breaking out or stowing away mooring lines after 5 p.m. and before 8 a.m. Monday through Friday and on Saturdays, Sundays and Holidays, at the rate specified in Article III, Section 7 (c).

(b) A minimum of six (6) men shall be used for breaking out or storing away mooring lines.

SECTION 13. DOCKING AND UNDOCKING. (a) The watch on deck shall receive Penalty Overtime for docking or undocking after 5 p.m. and before 8 a.m. Monday through Friday.

(b) All hands, when available, shall be used to perform this work. In no event shall a man receive double overtime for docking or undocking.

SECTION 14. CALL BACKS IN PORT. (a) When vessel is in port and men are called back for shifting ship, hauling, rigging or securing gear, cleaning holds, etc., after 5 p.m. and before 8 a.m., Monday through Friday, they shall receive a two (2) hour minimum for each call-back.

In the event the work exceeds two (2) hours, the men shall receive overtime for the hours actually worked.

On Saturdays, Sundays and Holidays, the men shall receive a minimum of four (4) hours for such call-backs. They may be turned to one or more times without the payment of additional overtime, except where the time exceeds four (4) hours, in which case they will be paid for the hours actually worked.

During such call-back, the men may be required to secure the vessel for sea, but may not be required to do maintenance or repair work.

(b) This section shall not apply when men are called back to sail the vessel.

(c) The duty of men called for the specific purpose of shifting ship shall be limited to work necessary for shifting, and shall not include maintenance or repair work.

(d) All hands available shall be used for shifting or hauling vessel.

(e) When a shift or haul commences at exactly 5 p.m. and the meal hour has been changed from 4 p.m. to 5 p.m. for the entire crew, the crewmembers who are on the vessel and are working would not be entitled to the callback. Those men who have completed their day's work prior to 5 p.m. and were called back, would be entitled to the two (2) hour call-back.

SECTION 15. GOING ASHORE TO TAKE LINES.

The practice of putting sailors ashore to handle lines when docking or undocking is to be avoided as far as possible. If, however, no other means for handling lines is available, and sailors are required to catch the lines, or let them go, the sailors actually handling the lines shall receive five dollars (\$5.00) each in each case. This is to be in addition to overtime, if they are working on overtime at that particular moment.

After the ship is properly moored, and members of the Deck Department are required to put out additional lines or single up lines during regular working hours, no additional money shall be paid.

SECTION 16. SHIPS' STORES. (a) Sailors may be required to handle stores, both on the dock within thirty feet of ship side and on board ship during their regular hours without payment of overtime. Regular hours are defined to mean 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. Monday through Friday. Stewards' stores shall be distributed to meat box, chill box, and store-rooms by the Deck Department and be stowed by the Steward Department employees.

Sailors may be required to use deck gear to bring

Engine Department supplies aboard but once such supplies are aboard, it shall be the duty of the wipers to store same, during their regular working hours, without the payment of overtime.

No overtime shall be claimed by the Deck Department for the operation of deck machinery to bring ship's supplies aboard during their regular hours as defined in Article III, Section 16.

(b) Daily supplies of fresh provisions such as milk, bread and vegetables, shall be brought on by sailors on watch, when required to do so, without payment of overtime.

The thirty (30) feet of ship side applies to daily supplies.

(c) Ship's officers shall determine the number of sailors to be used in handling ship's stores.

(d) The Company reserves the right at any time to use shore gangs to handle stores. It has been agreed between the parties that Section 16 of Article III shall be interpreted to mean that sailors are to handle the deck and steward stores as outlined but are not required to handle engine department stores without the payment of overtime.

SECTION 17. USING PAINT SPRAY GUNS AND SAND BLASTING EQUIPMENT. When members of the crew are required to paint with spray guns, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime. When spray guns, other than small hand type, are being used for painting, two men shall operate same and both men shall receive overtime at the applicable rate.

The Deck Department Unlicensed Personnel may be required to brush paint all Unlicensed Personnel quarters, washrooms and toilets, other than those belonging to the Engine Department, without the payment of overtime during their regular working hours. They may also be required to paint all enclosed passageways on the vessel.

The licensed officers' quarters, washrooms and toilets, also messrooms, galley, Steward Department store rooms, hospital, slop chest and all enclosed passageways on the Captain's Deck when brush painted, shall be overtime for Deck Department Unlicensed Personnel whether on or off watch.

However, notwithstanding the above, if the foregoing mentioned enclosed spaces are spray-painted, then overtime is payable.

The expression "crew quarters" shall be interpreted to include washrooms and toilets.

The Radio Operator shall paint and maintain the Radio Shack.

Two men shall be used on sand-blasting operation and shall be paid in the same manner as when spray guns are used.

SECTION 18. GARBAGE. Garbage shall be stowed away from crew's quarters. When members of the Deck Department are required to handle garbage by hand or shovel, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

SECTION 19. CLEANING QUARTERS. One (1) Ordinary Seaman on duty shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Deck Department. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 Noon daily, both at sea and in port. Sanitary work in crew's quarters shall include wiping off fans. On vessels of 25,500 D.W.T. or over, the Ordinary Seaman shall be allowed four (4) hours daily for performing this work.

When the vessel carries a watchstanding Boson on the 8 to 12 watch, and no Ordinary Seaman is available for such sanitary work, it may be performed by the Ordinary Seaman on the 12 to 4 watch.

SECTION 20. REMOVING SOOT FROM SMOKE STACK. When members of the Deck Department are required to remove soot accumulated inside of the smoke stack, they shall be paid at the rates defined in Article II, Section 21(c), Penalty Overtime.

SECTION 21. TANK CLEANING. (a) When crewmembers are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

(b) When crewmembers are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers, or molasses for the purpose of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch Mon. through Fri.	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$8.08	\$8.46	\$8.88
Group 2	5.52	5.80	6.09
Group 3	4.30	4.61	4.84
Watch Below and Sat., Sun., Holidays	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$9.55	\$9.73	\$10.21
Group 2	6.76	7.10	7.45
Group 3	6.19	6.50	6.82
On Watch Sat., Sun., Holidays	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$9.25	\$9.72	\$10.21
Group 2	5.73	6.22	6.68
Group 3	7.59	7.97	8.27

The rates indicated above for Group 1 Personnel, "On Watch Saturday, Sunday & Holidays" apply when they are working with the watch on deck. In the event that the Premium Rate, where applicable is higher than that specified above, the higher rate shall be paid.

This shall also apply to cofferdams which have been fouled through leakage of the above-mentioned cargoes.

(c) When tanks described in (b) above are being

cleaned and cleaning has been completed, a bonus of three (3) hours' overtime at the specific overtime rate in effect applicable to the various ratings as defined in Article II, Section 21(b), Overtime Rate shall be paid. This bonus will compensate for the clothing allowance and shall be paid only once during each ballast voyage. It is understood that sea boots for tank cleaning will be furnished by the Company. While engaged in tank cleaning, men shall receive no other overtime.

The men who are hauling the buckets during tank cleaning operations under this section shall be paid at the rates defined in Article II, Section 21(c), Penalty Overtime.

(d) For any work performed in cofferdam or void tank which has not contained water, oil, creosotes, etc., the men required to perform such work shall be paid at the rates defined in Article II, Section 21(c), Penalty Overtime.

The same shall apply to members required to handle or shift butterworth machines during the butterworth operations or wash tanks from the decks.

(e) A minimum of three (3) men shall be required for the purpose of shifting butterworth machines. When butterworth machines are in operation one man shall be required to stand by the machines. The man who is standing by the machines shall do no other work. However, the other men may be required to perform other work between 8 a.m. and 5 p.m. Monday through Friday.

SECTION 22. STEERING ENGINE ROOM AND BOW THRUSTER ROOM. When the sailors are required to clean the steering engine or steering engine bed, they shall be paid at the rates indicated in Article II, Section 21(c), Penalty Overtime. However, sailors may be required to clean and paint the steering engine room, the bow thruster and motor rooms and grease tiller chains while on watch during straight time hours without the payment of overtime.

SECTION 23. ADDITIONAL WORK. (a) In all ports, members of the Deck Department may be required to chip, sougee, scale, prime and paint the vessel over sides. They may also paint the crew's messroom, crew's lounge, crew's laundry and such passageways or part of passageways where Unlicensed quarters, heads and showers are located, between 8 a.m. and 5 p.m., Monday through Friday, without the payment of overtime.

(b) Overtime shall be paid when sailors are required, either in port or at sea, to chip, sougee, scale, prime or paint galley, pantry, saloon, living quarters, fore-castle, lavatories and washrooms, which are not used by the Unlicensed Deck Department.

(c) Non-permanent transient or irregular foreign shore labor shall not be employed to perform any of the work in the Licensed or Unlicensed quarters, store rooms, passageways, galleys and mess rooms, except in those instances where the Company uses established shore labor. Companies on regular trade routes who, prior to June 7, 1954, used established shore labor in foreign ports may continue such practice.

(d) At sea or in port, the Deck Department may be required to sand and varnish all outside rails, storm and screen doors.

(e) When no Carpenter is carried and members of the Deck Department are required to do carpenter's work, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

(f) When any work described above is performed by the Unlicensed Personnel and overtime is payable, they shall be paid at the rates defined in Article II, Section 21(c), Penalty Overtime.

SECTION 24. CHAIN LOCKER. Able Seamen only shall be sent into the chain locker to stow chain. In the event the chain locker is located lower than one deck below the windlass, a suitable signaling system must be installed. The system shall consist of a two-way bell or buzzer or voice tube. This shall only apply when men are sent in the chain locker for the purpose of stowing chain.

SECTION 25. PYRAMIDING OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE IV

ENGINE DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Engine Department when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate 6/16/75	Monthly Rate 6/16/76	Monthly Rate 6/16/77
Q.M.E.D.	1065.34	1118.61	1174.54
Chief Pumpman	974.85	1022.28	1074.45
Second Pumpman/Engine Maintenance	974.85	1022.28	1074.45
Ship's Welder Maintenance	802.76	805.90	851.20
Engine Utility	784.68	823.91	865.11
Oilier Maintenance Utility	794.32	824.05	875.74
Oilier	697.56	732.43	769.06
Fireman/Watertender	697.56	732.43	769.06
General Utility Deck/Engine	646.46	672.49	706.11
Wiper	646.46	672.49	706.11

SECTION 2. EQUALIZATION OF OVERTIME. Overtime work shall be assigned as equally as possible among crew members of the same rating. However, specialized work requiring special skill shall not be included in this provision. This rule shall not apply to those men who do not make themselves available to work overtime.

SECTION 3. HOURS OF WORK—DAY WORKERS.

Working hours in port or at sea for all men classified as day workers shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m., Monday through Friday. Any work outside these hours or on Saturdays, Sundays and Holidays shall be paid for at the applicable rates, except as provided in Article II, Section 18.

SECTION 4. HOURS OF WORK—WATCH STANDERS. (a) Working hours for watch-standers at sea shall be forty (40) hours per week, Monday through Friday. They shall be paid premium rate for all watches stood on Saturdays, Sundays and Holidays.

(b) In port any work performed between 5 p.m. and 8 a.m. weekdays and on Saturdays, Sundays and Holidays shall be paid for at the applicable rate.

(c) When a vessel is in port and sea watches are broken, all watch standing engine room personnel standing donkey watches, such as FWT's, Oilers, QMED's shall share equally the total overtime payable for watch standing in port after 5 p.m. and before 5 a.m., Monday through Friday.

When sea watches are maintained each watch shall be paid the actual number of hours worked.

SECTION 5. WORKING SPACES. No member of the Unlicensed Personnel of the Engine Department other than the Pumpman, Electrician, Wiper, Q.M.E.D. or any other day men, shall be required to work outside of the engine spaces without payment of overtime. Engine spaces consist of the fireroom, engine room, ice machine room, tool shop and shaft alley, and steering engine room. For the purpose of routine watch duties, the engine room spaces shall consist of fireroom, engine room, ice machine room, steering engine room and shaft alley. However, they may enter engine room storage for the purpose of securing equipment with which to work and handle stores as provided in Section 18.

The pumproom below the top grating shall be considered as part of the Engine Department spaces. If the sailors are assigned to work in these spaces, they shall be paid overtime, unless specifically provided elsewhere to the contrary.

SECTION 6. SETTING WATCHES. Sea watches for men standing donkey watches shall be set at midnight prior to scheduled sailing time.

SECTION 7. BREAKING WATCHES. Any part of a watch from midnight until 8 a.m. on day of arrival shall constitute a complete watch. This shall not apply to men who are to stand donkey watch. When such arrival occurs on Sunday, the Premium Rate shall be paid only for hours actually worked on such watch.

SECTION 8. SUPPER RELIEF. At sea or in port the four to eight watch shall relieve itself for supper. However, on vessels having only one unlicensed watchstander on watch, he shall be relieved by a qualified unlicensed rating from the watch below.

SECTION 9. ELECTRICIANS. If the Company adds an electrician to the Unlicensed Personnel, the Standard work rules for electricians shall apply.

SECTION 10. PUMPMAN. The Pumpman's duties shall consist of handling cargo, ballast and tank equipment, including all work necessary for the operation and maintenance of cargo pipe lines, room heating system and all deck machinery, including tank gear on deck, dogs on watertight doors and ports and life boat davits.

He shall not be required to do ordinary engine or fire-room work, except in line with his regular duties; steam lines, cargo lines, etc.

If the Pumpman is required to enter the tanks to make repairs to pipe lines or valves after tanks are gas free and have been cleaned, he shall be paid at the applicable rate. Otherwise, he shall be paid in accordance with tank cleaning rates. While working in tanks, no other overtime shall be paid.

He shall not be required to paint, clean paint, fire-brush, chip, scale or do any polishing work without the payment of overtime.

Notwithstanding any other provisions in this Agreement, when the Pumpman is required to make repairs in tanks, he shall be paid for such work in accordance with this section.

If the tanks are not butterworthed, ventilated and mucked on dirty oil ships, clothing allowance shall be paid to any member of the Unlicensed Personnel who enters tanks for the purpose of making repairs.

The Pumpmen shall receive overtime when required to make installations, renewals or replacement of pipe twelve (12) inches in diameter or over and ten (10) feet long or over in cargo tanks or pipe eight (8) inches or over in diameter and six (6) feet long or over in the pumproom.

It is agreed that in the handling of heavy equipment in the pumproom, such as cargo line valves and pumproom machinery, the Deck Department may be required to perform the rigging and it shall be the duty of the wipers and/or pumpman to hook up and stow away the individual pieces.

SECTION 11. MACHINIST/SECOND PUMPMAN AND/OR ENGINE MAINTENANCE. His duties shall be general maintenance and repair work as directed by the Engineer in charge. He may relieve or assist the Pumpman in all of the Pumpman's duties. He may be required to paint cargo pumps only without overtime, during regular working hours. With this exception he shall not be required to paint, clean paint, wirebrush, chip, scale, or do any polishing work without the payment of overtime.

None of the Engine Department Unlicensed Personnel other than the pumpman or machinist/2nd pump-

man may be required to turn steam on or off deck or butterworth equipment.

It shall also be the duties of the Machinist or Machinist/Second Pumpman to grease the steering engine when required during his regular working hours without the payment of overtime.

DUTIES ON CLEAN OIL SHIPS. On clean oil ships, the Pumpman and/or Machinist/2nd Pumpman may enter the tanks to make minor repairs without the payment of the clothing allowance providing it does not take over one (1) hour to complete the job and further providing that the tanks have been butterworthed and ventilated. The above shall apply to the other members of the Unlicensed Personnel who enter the tanks for the same purpose.

No clothing allowance shall be paid to men who were not authorized to enter the tanks.

When a Fireman-Watertender or Oiler is missing because a crew member is sick, injured or because a Fireman-Watertender or Oiler missed the ship and none of the Wipers is capable of being promoted to fill the vacancy, then the Engine Maintenance/Second Pumpman may be placed on watch. In the event the Engine Maintenance/Second Pumpman is assigned to a watch, no overtime is payable Monday through Friday for standing watch and performing customary watch duties. In no event shall he be required to work more than eight (8) hours without the payment of overtime. Any overtime due Engine Maintenance/Second Pumpman shall be paid at his applicable rate.

SECTION 12. ENGINE UTILITY. (a) They shall be required to assist Engineers in all Engine Department work.

(b) Utilitymen shall be required to have qualifications as oilers, watertenders and firemen.

(c) They may be required to replace any Unlicensed Member of the Engine Department when said member is sick, injured or missing.

(d) The Engine Utility or any other qualified unlicensed rated day worker in the Engine Department shall take cargo samples and temperatures.

If the tanks are not butterworthed, ventilated, and mucked on dirty oil ships, clothing allowance shall be paid to any member of the Unlicensed Personnel who enters tanks for the purpose of making repairs.

The Union agrees that the Company may replace a Wiper with an Engine Utility.

SECTION 13. OILERS ON WATCH—STEAM.

(a) They shall perform routine duties, oil main engine (if reciprocating), watch temperatures, and oil circulation (if turbine), oil auxiliaries, steering engine and ice machine. They shall pump bilges and tend water where gauges and checks are in the engine room and no Watertenders are carried.

(b) If required to start or blow down evaporator, they shall be paid one (1) hour at the applicable rate for each operation. When such equipment is placed in operation, Oilers may be required to check the equipment at regular intervals, make necessary adjustments to insure proper and even flow of condensate and salt water, oil and tend any pump or pumps operated in connection with such equipment without payment of overtime.

(c) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without payment of overtime.

SECTION 14. OILERS ON DAY WORK—STEAM.

They shall assist the Engineers in maintenance and repair work in engine room, machine shop, shaft alley and store room when located in or adjacent to the engine room, provided, however, he shall not be required to do any cleaning of boilers, cleaning paint, polishing work, wirebrushing, chipping or scaling.

SECTION 15. OILERS—DIESEL AT SEA. (a) They shall make regular rounds on main engines and auxiliaries, pump bilges, clean oil strainers and centrifuges, watch oil temperatures and pressures. If required, they shall drain oil from piston oil tanks every hour and shall pump up water for gravity. They shall be required to tend small donkey boiler for heating purposes without payment of overtime. However, when boiler is being used for heating cargo oil, an allowance of two (2) hours per watch at the applicable rate shall be allowed the Oilers.

(b) They shall do no cleaning or station work, but shall be required to leave safe working conditions for their relief, provided such work shall not be done when wipers are on duty.

SECTION 16. OILERS—DIESELS—IN PORT.

(a) In port, Oilers shall maintain a regular donkey watch. They shall oil auxiliaries, tend small donkey boiler, and look after entire plant. When cargo is being worked after 5 p.m. and before 8 a.m. Monday through Friday, or on Saturdays, Sundays and Holidays, the oilers on watch shall receive the applicable rate and in no event shall they be paid additional overtime because cargo is being worked.

(b) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 17. FIREMAN-WATERTENDER.

(a) They shall be required to watch and tend water, clean burners, fuel oil strainers, wherever located, drip pans, punch carbon, keep steam, watch fuel oil pressure and temperatures and oil fuel pumps located in the fireroom only.

(b) On all watches, they shall clean up excess oil occasioned by changing burners and strainers and shall leave the fireroom in a safe condition when relieved.

(c) Fireman-Watertender on watch in port shall be paid overtime for watches stood after 5 p.m. and before

8 a.m., Monday through Friday, and on Saturdays, Sundays and Holidays, at the premium rate.

(d) Fireman-Watertender on watch shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(e) When on donkey watch, Fireman-Watertenders shall be required to keep steam, tend auxiliaries and take care of entire plant without payment of overtime, except as provided in (c) above.

(f) When vessel is in port and the entire plant is shut down, the Fireman-Watertender may be placed on day work. His hours then will be the same as those for day workers. His work shall consist of repair and maintenance work in fireroom and engine room. He shall not be required to do any cleaning of boilers, polishing work, wirebrushing, chipping, scaling.

SECTION 18. WIPERS. (a) It shall be routine duties for the Wipers to do general cleaning, including oil spills on deck, painting, cleaning paint, wirebrushing, chipping, scaling, sougeeing, polishing work in the Engine Department, including resistor houses, and fan-rooms, cleaning and painting steering engine and steering engine bed, and to take all stores, including standing by on water and fuel oil lines.

(b) Wipers shall not be required to paint, chip, sougee or shine bright work in fireroom fidley, except in port.

(c) One (1) Wiper shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Engine Department daily. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 Noon daily. He shall be allowed two (2) hours for this work on Saturdays, Sundays and Holidays, and shall have two (2) hours' overtime. Sanitary work in crew's quarters shall include wiping off fans. On vessels of 25,500 D.W.T. or over, the Wiper shall be allowed four (4) hours daily for performing this work.

(d) Wipers may be required to paint Unlicensed Engine Department crew quarters without payment of overtime during Wiper's regular working hours.

(e) Wipers shall be paid overtime for cleaning in firesides and steam drum of boilers. They may be required to clean tank tops or bilges by hand or be required to paint bilges. However, cleaning bilge strainers, cleaning away sticks or rags shall be considered part of a Wiper's duties and shall be done without payment of overtime.

(f) It shall be the duty of the Wiper to assist the Engineers in blowing tubes. The Wiper shall assist the Engineers in putting XZIT, and similar preparations, and boiler compounds in the boiler. When the Wiper is required to assist in blowing tubes Monday through Friday, they shall then also be used Saturdays, Sundays and Holidays.

(g) Wipers may be required to assist in repair work, but he shall not be assigned to a repair job by himself without the payment of overtime. This is not to include dismantling equipment in connection with cleaning; such as, grease extractors, bilge strainers and evaporators, etc.

(h) Wipers shall be required to pump up galley fuel tank during straight time hours without the payment of overtime.

(i) While vessels are transiting the Panama or Suez Canal, one (1) Wiper shall be assigned to trim ventilators to insure breeze for men below, regardless of whether it is outside of their regular working hours or not. When the Wiper performs this work outside of his regular working hours, overtime will be allowed.

(j) Skimming hot wells and cleaning grease extractors shall be done by the Wiper as part of his regular duties without the payment of overtime.

(k) It shall be the duty of the Wiper to pull ice and deliver it to the icebox door without the payment of overtime. Wipers shall also remove ice cubes from ice cube machines when such machines are located in engine room spaces.

(l) Wipers, under proper supervision, may be required to paint the outside of electric motors and generators.

(m) It shall be the duty of the Wipers to handle engine room stores on the ship or from barges, or on the dock within thirty feet (30') from ship-side in his regular working hours without the payment of overtime. (Sailors shall be required to operate deck gear in the handling of such stores as is necessary.)

SECTION 19. TANK CLEANING. (a) When crewmembers are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

(b) When crewmembers are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses for the purpose of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch Men, Through Yrs.	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$5.05	\$5.46	\$5.88
Group 2	3.52	3.86	4.09
Group 3	4.39	4.61	4.84

Watch Below and Not, Sun., Holidays	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$9.35	\$9.72	\$10.21
Group 2	6.76	7.10	7.45
Group 3	8.19	8.60	8.82

On Watch Sat., Sun., Holidays	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$9.35	\$9.72	\$10.21
Group 2	8.78	9.22	9.68
Group 3	7.59	7.97	8.37

The rates indicated above for Group 1 Personnel, ON

WATCH SATURDAY, SUNDAY & HOLIDAYS apply when they are working with the watch on deck. In the event that the Premium Rate, where applicable, is higher than that specified above, the higher rate shall be paid.

This shall also apply to cofferdams which have been fouled through leakage of the above-mentioned cargoes.

(c) When tanks described in (b) above are being cleaned and cleaning has been completed, a bonus of three (3) hours' overtime shall be paid at the specific overtime rate in effect applicable to the various ratings as defined in Article II, Section 21 (b), Overtime Rates.

This bonus will compensate for the clothing allowance and shall be paid only once during each ballast voyage. It is understood that sea boots for tank cleaning will be furnished by the company. While engaged in tank cleaning, men shall receive no other overtime.

The men who are hauling the buckets during tank cleaning operations under this section shall be paid at the rates specified in Article II, Section 21 (c), Penalty Overtime.

(d) For any work performed in cofferdam or void tank which has not contained water, oil, creosotes, etc., the men required to perform such work shall be paid at the rates specified in Article II, Section 21 (c), Penalty Overtime.

The same shall apply to members required to handle or shift butterworth machines during the butterworth operations or wash tanks from the decks.

(e) A minimum of three (3) men shall be required for the purpose of shifting butterworth machines. When butterworth machines are in operation one (1) man shall be required to stand by the machines. The man who is standing by the machines shall do no other work. However, the other men may be required to perform other work between 8 a.m. and 5 p.m. Monday through Friday.

SECTION 20. USING PAINT SPRAY GUNS AND SAND BLASTING EQUIPMENT. When members of the crew are required to paint with spray guns, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

When spray guns, other than small hand type, are being used for painting, two (2) men shall operate same and both men shall receive overtime, at the applicable rate.

Two (2) men shall be used on sand-blasting operation and shall be paid in the same manner as when spray guns are used.

SECTION 21. DONKEY WATCH. (a) A donkey watch is a watch performed in port by a portion of the Engine Department Personnel who are required to maintain steam and to tend auxiliaries including steam winches when the main engines are secured.

(b) The donkey watch shall be paid at the premium rate for Saturday, Sundays and Holidays, and on weekdays shall be paid Penalty Overtime after 5 p.m., and before 8 a.m.

If donkey watches are to be maintained during the vessel's stay in port, such watches must be set at the time sea watches are broken.

(c) The intention of this Section is that, in port, donkey watches, including a Fireman/Watertender and an Oiler will be in effect; under which circumstances the Oiler shall be required to oil all auxiliaries, including steam winches.

(d) Under circumstances where a Fireman/Watertender is alone on donkey watch by reason of the Oiler having been assigned to day work, or to other duties, and the Fireman/Watertender is required to tend engine auxiliaries, he shall be compensated for such work at the applicable rate per hour. In no case, however, shall double overtime be paid.

(e) Where either a Fireman/Watertender or an Oiler fails to stand his watch, and the work of the missing man is performed by another Unlicensed Member of the Engine Department, then there is no additional compensation payable.

(f) Oilers on donkey watch may be required in addition to oiling auxiliaries to do maintenance work in the engine room between 8 a.m. and 5 p.m. without payment of overtime weekdays.

(g) It shall be the routine duty of the Oiler, Oiler Maintenance Utility, QMED, etc., standing a donkey watch in port, to tend auxiliaries, including steam winches. This shall also apply to turning steam on or off the deck except where a Deck Engineer or Crane Maintenance Electrician is on duty.

SECTION 22. CARBON TETRACHLORIDE. Whenever carbon tetrachloride is required to be used by an Unlicensed Member of the Engine Department for cleaning purposes, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 23. CLEANING EXHAUST TRUNK CASINGS. It shall be the routine duty of the Unlicensed Engine Room Personnel to key-up the engine. When any member of the Unlicensed Personnel in the Engine Department on motor vessels is required to enter the exhaust trunk casings for the purpose of cleaning or scaling he shall be paid extra compensation at the tank cleaning rate as specified in this Agreement.

SECTION 24. OILER/MAINTENANCE UTILITY. (1) The Oiler shall be rerated to Oiler/Maintenance Utility.

(2) He shall be required to have the qualifications of Fireman, Oiler and Watertender.

(3) He shall be classed as a watch stander and shall perform the routine duties and maintenance of the Oiler and Fireman-Watertender stated in Article IV, Sections 13, 14 and 17, Standard Tanker Agreement.

(4) Maintenance overtime shall be divided as equally as possible between men of this rating.

SECTION 25. SHIP'S WELDER/MAINTENANCE MAN. (a) The Ship's Welder-Maintenance Man shall be classed as day worker in the Engine Department.

(b) He shall be required to do burning, welding, maintenance and repair work anywhere on the vessel as directed by the Chief Engineer.

(c) He shall be required to have qualifications as Fireman, Oiler and Watertender.

(d) He shall not replace any member of the Unlicensed Personnel except when such member is missing or unable to perform his regular duties due to illness or injury.

(e) He shall not be required to do general cleaning, painting, cleaning paint, polishing work, wirebrushing, chipping or scaling except in the course of burning, welding, maintenance and repair work.

(f) He shall receive the contractual rate for specified work such as tank cleaning, cleaning bilges, using paint spray guns, etc.

SECTION 26. QUALIFIED MEMBER OF THE ENGINE DEPARTMENT. (1) The qualified member of the Engine Department shall perform all work assigned to him in the Engine Department by the Engineer in charge.

(2) The duties of the Qualified Members of the Engine Department (Q.M.E.D.'s) shall be all work necessary for the continuance of the operation of the Engine Department.

(3) He shall perform maintenance and repairs throughout the vessel under the direction of the Engineer in charge.

(4) If he is a day worker, he may be required to replace a missing watch-stander.

(5) He may be required to take on fuel and water and to take soundings as directed by the Engineer in charge.

(6) When no Ship's Welder-Maintenance is carried he may, if qualified, be required to burn and weld.

(7) He may be required to assist in any work necessary for the operation of reefer equipment and containers, including the taking of temperatures.

(8) He shall not be required to chip, paint, or sougee except where such work is incidental to a specific repair job.

(9) When necessary, minor repairs may be made during a routine watch without any penalty payments.

SECTION 27. GENERAL UTILITY DECK/ENGINE. On vessels, newly constructed or converted and placed in operation on or after June 15, 1975, the above named rating shall perform the normal duties of a Wiper as defined in Article IV, Section 18 of this Agreement. He may further be required to perform such duties normally performed by the rating of Ordinary Seamen. He shall be responsible to the direct supervision of the Chief Engineer or Watch Engineer on duty except when assigned to the Deck Department, when his duties will be assigned by the Bosun.

This rating shall be classed as a dayworker and when applicable shall receive the Premium, Overtime, and penalty rates prescribed for the rate of Wiper.

SECTION 28. PYRAMIDING OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE V

STEWARD DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Steward Department, when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate 6/15/75	Monthly Rate 6/16/76	Monthly Rate 6/16/77
Chief Steward (on vessels constructed since 1970)	1065.34	1118.61	1174.54
Steward/Cook	1065.34	1118.61	1174.54
Chief Steward (25,500 D.W.T. or over)	969.57	1018.05	1069.95
Chief Steward (under 25,500 D.W.T.)	833.37	880.94	929.04
Chief Cook	837.81	879.70	923.89
Cook and Baker	818.04	858.95	901.50
Third Cook	725.61	761.89	799.99
Assistant Cook	725.61	761.89	799.99
Messman	534.71	561.45	589.52
Utilityman	534.71	561.45	589.52

SECTION 2. MINIMUM OVERTIME. At sea, when any member of the Steward Department is called out to work between the hours of 7:30 p.m., and 5:30 a.m., a minimum of two (2) hours overtime shall be paid.

SECTION 3. NUMBER OF HOURS. No member of the Steward Department shall be required to work more than eight (8) hours in any one (1) day without payment of overtime. All work performed at sea on Saturdays, Sundays and Holidays shall be paid for at the premium rate except as provided in Article II, Section 18.

SECTION 4. WORKING HOURS. (a) Steward—eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m.

Chief Cook—eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m.

Cook and Baker—either 6 a.m. to 12 noon and 4 p.m. to 6 p.m. or 2 a.m. to 10 a.m., at the Company's option. At any rate, he shall receive the same 5 to 8 overtime as the Chief Cook in port.

Messman—6:30 a.m. to 9:30 a.m.; 10:30 a.m. to 1:00 p.m.; and 4 p.m. to 6:30 p.m.

Steward-Util.—7 a.m. to 1 p.m. and 4 p.m. to 6 p.m.

(b) IN PORT WHEN FEEDING. Working hours

for members of the Steward Department in port when feeding shall be outlined above. They shall be paid at the applicable rate for all work performed outside their regular hours, after 5 p.m. and before 8 a.m. weekdays and on Saturdays, Sundays and Holidays, at the premium rate.

SECTION 5. AUTOMATED AND SEMI-AUTOMATED VESSELS. (a) HOURS AND DUTIES:

1. The Chief Steward or Steward-Cook shall supervise the Steward Department, eight (8) hours, between 6:30 a.m. and 6:30 p.m.

2. Chief Cook 7:30 a.m.-12:45 p.m.
3:30 p.m.- 6:15 p.m.

Additional duties of the Chief Cook shall be to assist Cook and Baker during rush period at breakfast and keep utensils used by him clean. The Chief Cook shall receive the same port time overtime hours as the Chief Steward.

3. Cook and Baker 6:00 a.m.- 9:30 a.m.
11:00 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

Additional duties of Cook and Baker shall be to prepare, cook and serve all vegetables for dinner and supper meals. Scrub galley after the supper meal with the assistance of a General Utility. Prepare night lunches and cooked salads.

4. Saloon Mess 6:30 a.m.- 9:30 a.m.
10:30 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

Prepare salads except cooked, and all cold drinks used by him. Draw supplies as needed.

5. Crew Mess 6:30 a.m.- 9:30 a.m.
10:30 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

Prepare salads except cooked salads.

6. Utility 6:30 a.m.- 9:30 a.m.
10:30 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

On vessels carrying Utilities, the Chief Steward shall assign their duties.

(b) VESSELS CARRYING PASSENGERS:

1. When passengers are on board, the passengers' utilities working hours shall be the same as the Messman.

2. In all ports the Cook and Baker shall work on a schedule between 6 a.m. and 6 p.m. as set forth by the Steward.

When meal hours are changed for Deck and Engine Departments in accordance with Article II, Section 44, the Steward Department's working hours may be changed accordingly provided, however, that they be given two (2) hours' notice prior to the time necessary to prepare meals.

3. Two dollars and fifty cents (\$2.50) per day, for each passenger over six (6) passengers shall be paid on these vessels when from seven (7) to twelve (12) are carried. These monies shall be divided among the members of the Steward Department who perform the work or, at the Company's option an additional Passenger Utilityman may be carried.

4. When the vessel commences a voyage without passengers, and without a Passenger Utilityman and is manned in accordance with this section and passengers are taken aboard at a foreign port, two dollars and fifty cents (\$2.50) per day per passenger shall be paid and divided among members of the Steward Department who perform this work.

5. When two dollars and fifty cents (\$2.50) per day per passenger is being paid to members of the Steward Department, there shall be no division of wages as outlined in Article V, Section 7, because of the absence of this member in the Steward Department.

When the company receives no compensation for a minor child then the two dollars and fifty cents (\$2.50) per day shall not be applicable.

6. If any person who is not included in the vessel's contracted manning scale is carried by the vessel, the Company shall pay the Steward Department two dollars and fifty cents (\$2.50) per day for each such person. Cadets, Pilots and additional labor shipped from the SIU Hiring Halls are excluded.

SECTION 6. FULL COMPLEMENT. (a) A full complement of the Steward Department shall be maintained when the vessel is feeding. This shall not apply when a skeleton crew is aboard.

(b) When a skeleton crew is aboard and the ship is feeding, a minimum of five men shall be maintained in the Steward Department.

SECTION 7. WORKING DUE TO ABSENT MEMBERS. (a) When a vessel is in a Continental United States port and a member of the Steward Department is missing, the men who do the missing man's work shall be paid overtime for actual time worked over their normal eight (8) hours.

(b) If a vessel sails without the full complement in the Steward Department as required by this Agreement, then the men who do the missing men's work will receive, in addition to a division of wages of the missing men, the overtime that the missing men would normally have made on Saturdays, Sundays and Holidays.

(c) While on a voyage and a member of the Steward Department becomes ill or is injured and remains aboard the vessel, the men who do his work shall receive a division of pay but they shall not receive any overtime for doing this work.

SECTION 8. ROUTINE WORK. (a) The regular routine duties laid out below shall be carried out within the scheduled working hours as specified above, and it shall be the duty of the Steward Department to organize its work so that it is accomplished within the eight (8) hours per day as scheduled in this Agreement. Routine duties of the Steward Department shall be to

prepare and serve the meals. They shall also clean and maintain, including spot sougeeing and polishing bright work the quarters of the Licensed Personnel, the Radio Officer, the Purser, Passengers, and the ship's office, all dining rooms, messrooms, washrooms, galley and pantry. They shall sort and cull fruit and vegetables. Unless otherwise specified in this Agreement, no overtime applies to the above routine work.

(b) At sea, the Utility, if assigned to the daily cleaning of the radio shack, shall receive not more than three (3) hours overtime per week at the overtime rate.

(c) It shall be routine duties for the Steward Utility to count and bag linen, work in storerooms, linen lockers, toilets and Steward Department passageways and do general cleaning within his eight (8) hours as directed by the Steward.

SECTION 9. HANDLING STORES. Members of the Steward Department shall not be required to carry any stores or linen to or from the dock, but when stores or linen are delivered at the storeroom doors, meat or chill box-doors, Steward Department men shall place same in their respective places and they shall be paid at the rates indicated in Article II, Section 21 (c), Penalty Overtime with the following definition:

ON WATCH—Monday through Friday shall be between the hours of 8 a.m. and 5 p.m.

OFF WATCH—Monday through Friday shall be between the hours of 5 p.m. and before 8 a.m.

ON WATCH—Saturdays, Sundays and Holidays shall be anytime during their regular working hours on such days.

However, daily provisions such as fresh vegetables, fruit, milk, or bread shall be stored by Messman and/or Utilitymen when placed aboard without the payment of overtime, provided such work is done within their prescribed working hours.

SECTION 10. RECEIVING STORES. The Steward shall be solely responsible for checking and receiving of voyage stores and linens, and he shall not delegate this responsibility to another member of the Steward Department. He shall be required to go on the dock to check stores and linens without the payment of overtime during his regular hours.

SECTION 11. LATE MEALS. When members of the Steward Department are required to serve late meals, due to the failure of officers or crew to eat within the prescribed time, the members of the Steward Department actually required to stand by to prepare and serve the late meals shall be paid the applicable rate.

SECTION 12. SHIFTING MEALS. When meal hours are extended for any reason and any of the Unlicensed Personnel are unable to eat within the regular prescribed time, all members of the Steward Department required to stand by to prepare and serve the meals shall be paid at the applicable rate from the time the meal is extended. As much notice as possible shall be given the Steward Department when meal hours are to be shifted.

SECTION 13. EXTRA MEALS. (a) When meals are served to other than regular members of the crew and/or Pilot, ~~seventy-five cents (\$1.75) per meal~~ shall be paid. This is to be divided among the members of the department actually engaged in preparing and serving the meals.

(b) When food is prepared for persons who do not require the service of messroom, two (2) hours overtime per meal shall be paid for the first group of six (6) persons or fraction thereof, and one (1) hour overtime for each four (4) additional persons or fraction thereof. This money is to be equally divided among the galley force.

(c) No extra meals are to be served without the authority of the Master or Officer in charge of the vessel.

(d) The provisions of paragraph (a) shall not require the payment of any additional amount to members of the Steward Department for serving meals to Company officials, or Government officials assigned to the ship on ship's business.

SECTION 14. EXTRA PERSONS SLEEPING ABOARD. When persons other than regular crewmembers, passengers, pilot or a Company representative sleep aboard, the member of the Steward Department who takes care of the room shall be paid one (1) hour's overtime per day. This does not apply when a ship carries the required complement to accommodate passengers, and the number of extra persons aboard does not exceed the full complement of passengers allowed.

SECTION 15. SERVING MEALS OUTSIDE OF MESSROOMS. When any member of the Steward Department is required to serve anyone outside of their respective messrooms for any reason, he shall be paid at the applicable rate for time required. However, meals be served on the bridge to the Master and/or Pilot without the payment of overtime whenever it is necessary for the Master and/or Pilot to be on the bridge for the safety of the ship. The Captain's office or stateroom shall not be classified as the bridge of the ship. This section shall not be construed to apply to passengers or ship's personnel served during regular working hours on account of illness.

SECTION 16. MIDNIGHT MEALS AND NIGHT LUNCHES. (a) Members of the Steward Department actually engaged in serving hot lunches at midnight are to be allowed three (3) hours' overtime for preparing and serving same.

(b) When not more than the equivalent of one department is served at 9 p.m. or at 3 a.m. night lunch,

one cook shall be turned out to perform this work. When from six (6) to ten (10) men are served, one (1) cook and one (1) messman shall perform this work. When more than ten (10) men are served, one (1) cook and two (2) messmen shall perform this work.

(c) When meals are not provided as specified in Article II, Section 43, the number of the Steward Department who would normally be broken out to prepare such meals shall be paid the overtime specified in paragraph (a) above, at the overtime rate.

SECTION 17. CLEANING MEAT AND CHILL BOXES. (a) Members of the Steward Department shall be assigned by the Steward to clean meat and chill boxes and shall be paid at the applicable rate for time the work is performed. Boxes shall not be cleaned without the express authorization of the Chief Steward.

(b) Keeping the meat and chill boxes neat and orderly at all times, such as cleaning out paper wrappings, crates, etc., within regular working hours is not to be considered overtime.

SECTION 18. MAKING ICE CREAM. When a member of the Steward Department is required to make ice cream he shall be paid at the applicable rate for the time required to make the ice cream.

SECTION 19. MAKING ICE. On ships where ice machines are carried, members of the Steward Department will not be required to make or pull ice, but they will distribute the ice once it is pulled. On ships where ice machines are not carried, and members of the Steward Department are required to make ice, overtime shall be paid for such work performed. This does not apply to making ice cubes in small refrigerators or ice cube machines in messrooms, pantries or galleys.

SECTION 20. OVERTIME FOR BUTCHERING. When carcass beef, eighths or larger, is carried, the man required to butcher this beef shall be paid a minimum of six (6) hours overtime weekly for butchering. This shall not apply when a butcher is carried.

SECTION 21. SHORE BREAD. (a) The Company shall furnish bread from ashore in all Continental U.S. ports. When bread is not furnished in Continental U.S. ports within twenty-four (24) hours, excluding Sundays and Holidays, the cooks shall be required to make the bread and will be paid three (3) hours' overtime for each batch of bread baked.

(b) When a new Baker is employed he may be required to bake during regular working hours without the payment of overtime.

SECTION 2. SOUGEING. When members of the Steward Department are required to sougee, overtime shall be paid for the actual number of hours worked. Spotting shall not be construed as sougeeing.

SECTION 23. CHIPPING, SCALING AND PAINT-

ING. Members of the Steward Department shall not be required to chip, scale or paint.

SECTION 24. DUMPING GARBAGE. No member of the Steward Department shall be required to go on the dock for the purpose of dumping garbage, without the payment of overtime.

On vessels equipped with automatic garbage disposal units located adjacent to the ship's galley, messroom, or storerooms, it shall be routine for the Steward Department to operate such unit during regular working hours without the payment of overtime.

SECTION 25. OIL STOVES. Members of the Steward Department shall not be required to pump oil for the galley range.

SECTION 26. DAY WORK. (a) When the ship is not feeding and members of the Steward Department are on day work, the hours shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m.

(b) When members of the Steward Department are on day work they may be required to work in store rooms, linen lockers, toilets, passageways, handle stores and linen placed aboard ship, and do general cleaning without the payment of overtime.

(c) When members of the Steward Department are on day work, all hands shall be allowed fifteen (15) minutes for coffee at 10 a.m. and 3 p.m., or at a convenient time near these hours.

(d) When the Steward Department is on day work and the ship is not feeding, the men shall receive one full hour from 12 noon until 1 p.m. for lunch. This hour may be varied but such variation shall not exceed one (1) hour either way, provided that one (1) unbroken hour shall be allowed at all times for dinner or supper when men are on day work. If one (1) unbroken hour is not given, the men involved shall receive one (1) hour's penalty overtime in lieu thereof.

SECTION 27. GALLEY GEAR. The Company shall furnish all tools for the galley including knives for the Cooks.

SECTION 28. APRONS AND UNIFORMS. White caps, aprons, and coats worn by the Steward Department shall be furnished and laundered by the Company and white trousers worn by the galley force shall be laundered by the Company.

SECTION 29. ENTERING ENGINE ROOM AND FIREROOM. Members of the Steward Department shall not be required to enter the engine or fire room, except as may be required by Article II, Section 18.

SECTION 30. WORK NOT SPECIFIED. Any work performed by the Steward Department that is not specifically defined in this Agreement shall be paid for at the applicable rate.

SECTION 31. PYRAMIDING OVERTIME. There shall

be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE VI

OTHER PROVISIONS

SECTION 1. (a) Vessels Sales and Transfers. Prior to any vessel contracted to the Seafarers International Union of North America-Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, being disposed of in any fashion, including but not limited to sale, scrap, transfer, charter, etc., ninety (90) days notification in writing must be sent to Union Headquarters, 275 20th Street, Brooklyn, New York 11215.

(b) Within forty-eight (48) hours of the receipt of such notification, excluding Saturday, Sunday and Holidays, the Union shall have the right to demand that negotiations be commenced immediately on the impact of such sale, scrap, transfer, charter, etc. on the Unlicensed Crew.

SECTION 2. It is agreed that any Agreements that are presently in effect covering War Risk Insurance and Area Bonuses be continued as is with no change. In addition, any and all addendums, supplementary Agreements and/or memorandums of understanding, the contents of which have not been incorporated into this Collective Bargaining Agreement shall be continued in effect and if modified, as so modified shall be incorporated into and made a part of this Collective Bargaining Agreement.

SECTION 3. It is agreed that for purposes of construction of this Agreement, wherever the masculine gender is used, it shall include the feminine gender.

SECTION 4. The parties agree in general upon the same formulas and principles as utilized in the maritime industry concerning cost of living adjustments. Any such adjustments that may be made will occur in 1976 and in 1977.

ARTICLE VII

EFFECTIVE DATES

The effective date of this Agreement shall be at 12:01 a.m., June 16, 1975, and the effective dates as to all other changes shall be the dates provided in the Memorandums of Understanding which have been incorporated into and made a part of this Collective Bargaining Agreement.

ARTICLE VIII

TERMINATION

The termination date of this Collective Bargaining Agreement shall be June 15, 1978.

SIU STEWARD DEPARTMENT WORKING RULES

FOR THE
SEAFARERS INTERNATIONAL UNION
OF NORTH AMERICA
Atlantic, Gulf, Lakes and Inland Waters District,
AFL-CIO

In order to insure continued harmony and efficiency in the Steward Department, this outline of duties is submitted as a guide for the Steward and his Department. It is not intended to conflict with or supercede our agreement, nor is it intended in any way to limit the Chief Steward's authority.

Duties of Steward:

Eight (8) hours between the hours of 6:30 a.m. to 6:30 p.m. The Steward shall have the full authority of making any changes and adjustment of this work, according to the circumstances or conditions that may arise, and the Union demands that each member cooperate in carrying out his assignment as a condition of our Contract. It shall be left up to the Steward's good judgment, who will bear in mind that the results are always the determining factor, in better service, maintenance and greater economy. He shall coordinate the work of his Department in the different classes so that none of his men will be taxed unfairly or beyond their capacity. He shall have free access to all parts of the vessel, where the function of his Department is necessary. When settling differences he should make every effort to settle them satisfactorily for all concerned. His employees are entitled to private interviews when brought to task. This will improve the harmonious relationship now existing aboard ships. The regular duties of the Steward shall be to supervise all work of the Steward Department, including the supervision of preparing and serving all meals; he is responsible for the receiving and issuance of all stores, inspection of work, preparing requisitions, taking inventory of stock, authorizing, checking and recording overtime, conforming with the agreement in distribution of extra meals to each man individually, issuance of linen and soaps to the crew and officers on the days designated with the help of the Steward Utility. He shall see to it that the SIU feeding system and list of instructions, as set forth by Headquarters and its representatives, shall be followed and he will be held accountable for its application aboard ship.

When ordering replacements for entry ratings, the Steward shall specify a definite entry rating. The dispatcher should be instructed to call the job as specified for the particular entry rating involved.

The Chief Steward shall set up a schedule for members of the Department to keep the Steward Department quarters clean.

Upon two (2) hours notice, members of the Steward Department shall be required to assist the Steward in taking voyage stores. The Steward will designate the number of men necessary for storing.

He shall prepare all menus and control all keys. He shall see that all quarters under his jurisdiction are cleaned properly, that meals are served on time, authorize the cleaning of all refrigerated storage boxes. He may assist when there is a shortage of help in his Department, he may also do any work he may deem necessary for the efficient operation of his Department.

Duties of the Chief Cook:

Eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m.

The Chief Cook is in charge of the galley. He shall do the butchering, cook roasts, soups, gravies and sauces; direct the preparation and serving of all food, including night lunches, assist the Chief Steward in preparation of the menus when required. He shall work under the supervision of the Chief Steward and shall receive stores when necessary and assist in the proper storage of same. As directed by the Steward, he shall assist in taking inventory of galley stores and galley equipment; also report to the Steward any repairs and replacing of all equipment. He shall render all fats, he shall be responsible for the general cleanliness of the galley and its equipment. He shall keep the meat box in an orderly condition.

Duties of the Cook and Baker:

Eight (8) hours in all ports and at sea, as the Steward may direct, between the hours of 6 a.m. to 6 p.m.

He shall work under the direction of the Chief Cook; he shall do the necessary cooking, baking, breads, pies, cakes, puddings, pastries, hot cakes and all flour work, cook cereals, stewed fruits, assist with cooking and serving meals, and when required, he shall at 6 a.m. start the preparation of all meats left out by the Chief Cook except when the cook and baker is on day work. He shall be responsible for cooking and serving breakfast. He shall slice, prepare and serve all breakfast meats and assist in the preparation and serving of all meals while on day work. He shall assist in the general cleaning and upkeep of the galley and equipment. On Liberty ships where there is no Galleyman, he shall do the Third Cook's duties between 9 a.m. to 10 a.m.

Duties of the Second Cook:

7 a.m. to 1 p.m.—4 p.m. to 6 p.m.

The Second Cook shall work under the direction of the Chief Cook and the Cook and Baker. He shall cook all vegetables and assist in preparing for the cooking and serving of all meals, prepare all cooked salads, and shall assist the Night Cook and Baker with breakfast to order. He shall prepare all night lunches. He shall assist in the general cleaning and upkeep of the galley and equipment, sort and cull perishable fruits and vegetables, with the Galleyman, as required.

Duties of the Third Cook:

7 a.m. to 1 p.m.—4 p.m. to 6 p.m.

The Third Cook shall work under the direction of the Chief Cook and other Cooks. He shall prepare and cook all vegetables, keep a sufficient amount of onions, carrots, etc., available for use, sort and cull perishable vegetables and fruits, with the Galleyman, as required. Keep refrigerated space neat and orderly, and clear out paper wrappings, crates, etc. Draw necessary linen for galley in exchange for soiled linens, assist in the general cleaning of galley and equipment, return unused and leftover food to the refrigerator when necessary. When no Galley Utility is carried, he shall perform the work of the Galley Utility, and his working hours shall be 6:30 a.m. to 9 a.m., 10 a.m. to 1 p.m., 4 p.m. to 6:30 p.m.

Duties of the Galley Utility:

6:30 a.m. to 10 a.m.—11 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Galley Utility shall work under the direction of all Cooks; he shall clean the galley and all utensils, peel potatoes, and vegetables, cull perishable vegetables and fruits with the Third Cook or Second Cook, and keep refrigerated spaces neat and orderly, clearing out paper wrappings, crates, so forth; empty and scrub garbage pails. After each meal, scrub galley deck. He shall assist Chief Cook in drawing daily meats from meat box, when required. Each morning after breakfast draw stores as directed, including linen. Clean between deck, passageways, outside refrigerator boxes and stairway leading to the main deck. Light fires when prescribed.

Duties of the Passenger Utility:

6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

When passengers are aboard, the Passenger Utility shall make and clean the passenger rooms each morning. He shall be responsible mostly for the caring of and services to passengers, as the Chief Steward may direct, clean passenger lounges and smoking room. He

may be required to assist Steward in receiving and disembarking passengers. When six (6) or less passengers are carried he is to serve them breakfast. He is to serve lunch and dinner at all times and when over six (6) passengers are carried he will work in conjunction with the Saloon and Pantry Messman, as the Steward may direct.

Duties of the Saloon Messman:
6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Saloon Messman shall be responsible for the serving of the three (3) meals daily to the Captain and Officers; he shall also assist in serving all meals to passengers. However, the Saloon Messman and Saloon Utility are solely responsible for preparing and serving breakfast when more than six (6) passengers are carried. He shall be responsible for the cleanliness of the saloon, condiments, etc., polish silver and clean port boxes and glasses, mop the saloon each morning after breakfast and sweep after each meal, and clean fans in saloon. Draw all linen to be used in the saloon and be responsible for the setting of all tables for service. Spot sougee when necessary.

Duties of the Saloon Utility:
6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Saloon Pantryman shall be responsible for the pantry and the refrigerator and fruits and all needed stores for the officers and passenger service. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. Keep pantry and utensils, bootlegs, steamtables, crockery and pans used by him, cleaned after each meal. Dish out food at service. Make coffee at each meal and morning (coffee time) before retiring. Empty and scrub garbage pail after each meal, work jointly with Saloon Messman and Passenger's Utility in preparation and serving at all times. He may be required to assist in serving breakfast with Saloon Messman when more than six (6) passengers are carried. Spot sougee when necessary.

Duties of the Crew Messman:
6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Crew Messman is in charge of the crew messroom; responsible for silverware and glasses, condiments, and serving three (3) meals a day. Provide milk, box cereals, butter, bread, cold drinks, and needed supplies; scrub the deck each morning before retiring. Clean messroom refrigerator, tables and chairs and spot sougee when needed. Assist the Pantryman with salads. Place night lunches in proper places. Leave out a few cups and spoons after each meal. He shall check that there are necessary stores left out for night, such as

coffee, sugar, milk, etc. Also clean fans in messroom.

Duties of the Crew Utility:
6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4:30 p.m. to 6:30 p.m.

The Crew Pantryman shall be responsible for the cleanliness of the crew pantry crockery, coffee urn, percolators, all pots and pans used by him, and refrigerators; scrub deck each day and sweep after each meal. Make coffee for each meal and coffee for the crew for morning (coffee time) before retiring. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. He shall assist Messman in serving when required during rush period. Draw needed supplies for the crew messroom and assist Crew Messman in making cold drink. Spot sougee when necessary.

Duties of the Steward Utility:
7:00 a.m. to 1 p.m.—4 p.m. to 6 p.m.

Routine duties of the Steward Utility shall, other than making and cleaning officers' quarters, include work in storerooms, linen lockers, ship's office, officers' passageways and stairways, clean Steward Department showers, and toilet, count and bag linen, issuance of linen and soaps when necessary; do the general cleaning as the Steward may designate. Clean the recreation room alternately with the Wiper and Ordinary Seaman. The laundry is cleaned by each Department alternately.

Note:—Members of the Steward Department who are required to obtain stores from refrigerated spaces shall assist in keeping refrigerated spaces clean by removing paper, wrappings, crates, etc.

On certain types of vessels the Messman and Utilitymen may be required to clean certain ladders and passageways as part of their routine duties.

SIU STEWARD DEPARTMENT GUIDE

In order to improve the preparation and serving of food and eliminate waste on all SIU-contracted vessels, the following guide shall be put into effect:

(1) Menus are to be prepared daily, on main entrees at least twenty-four (24) hours in advance. Standardization must be avoided.

(2) The Chief Steward is to issue all daily stores when practicable and must control all keys. Storerooms and ice boxes are to be kept locked at all times.

(3) Maximum sanitary and orderly conditions must be observed in all Steward Department facilities such as galley, messrooms, storerooms, etc. No smoking in the galley at any time. No smoking by any Steward Personnel while serving or preparing food.

(4) White jackets must be worn by Messman at all times while serving. T-shirts may be worn while preparing for meals. Galley gang to wear white caps, cooks jackets, white or T-shirts during hot weather. Caps to be paper or cloth. Cooks jackets to be ¾ length sleeves. However, white or T-shirts may be worn by Messman during hot weather.

(5) Only qualified food handlers are to handle food and all personnel outside of the Steward Department are to be kept out of the galley at all times.

(6) All entrees such as meat, fowl, and fish, including ham and bacon for breakfast, must be served from the galley and when practical, vegetables should also be served from the galley.

(7) All steaks and chops are to be grilled to individual order. However, chops may be grilled thirty (30) minutes prior to serving, when necessary. Meats and roasts must be carved to order.

(8) No plates should be overloaded and only non-watery vegetables will be served on the same plate with the meat or other entree. Other vegetables to be served on side dishes.

(9) At least two (2) men of the galley gang must be in the galley during meal times. The Steward is to supervise the serving of all meals. Either the Steward or the Chief Cook must supervise the meals when in port. Steward to be aboard and responsible to check voyage stores when they are received.

(10) Salads, bread, butter and milk are to be placed on the table not more than five (5) minutes before the serving and only on tables where needed.

(11) All coffee served for meals and coffee time is to be made in electric percolators when practicable.

(12) No food, including vegetables, is to be thrown away after meals without the consent of the Steward or the Chief Cook. Use left-overs as soon as possible, not to exceed forty-eight (48) hours.

(13) Such items as sardines, boiled eggs, sliced left-over roasts, such as pork, beef, ham, etc., potato salad, baked beans, besides the ordinary run of cold cuts and cheese are to be served for night lunch. The night lunches are to be cut and placed by the 2nd Cook or 3rd Cook before retiring.

(14) Hot bread or rolls to be baked daily when practicable. Cakes or pastry to be served at coffee time as much as possible.

(15) Stewards must keep a record of all menus for reference.

(16) Ground coffee for the black gang to be drawn from the Steward within the Steward's working hours and not from the pantry.

(17) Typewritten copy of the daily menu to be furnished the galley force.

SHIPPING RULES—JUNE 16, 1975

Preamble

Every seaman seeking employment through the hiring halls of the Seafarers International Union of North America-Atlantic, Gulf, Lakes and Inland Waters District (hereinafter called the "Union") shall be shipped pursuant to the following Shipping Rules. Nothing contained in these Shipping Rules is in any way intended to create any indemnity obligation on the part of either the Union or the Seafarers Welfare Plan.

1. Seniority

A. Subject to the conditions and restrictions on employment contained in agreements between the Union and contracted Employers and to the Rules set forth herein, seamen shall be shipped out on jobs referred through the Union's hiring halls according to their class of seniority rating.

B. The following shall be the classes of seniority rating:
1. Class "A" seniority rating, the highest seniority rating, shall be possessed by:

(a) all unlicensed seamen who possessed such rating on Sept. 8, 1970, pursuant to the Shipping Rules then in effect;

(b) all unlicensed seamen who possess Class "B" seniority rating pursuant to these Rules and who have shipped regularly as defined herein for eight (8) consecutive years, provided such seamen have maintained their Class "B" seniority rating without break and provided further that they have completed satisfactorily the advanced course of training then offered by the Harry Lundeberg School of Seamanship for the Department in which such seamen regularly ship; and

(c) all unlicensed seamen who have been upgraded to Class "A" seniority rating by the Seafarers Appeals Board pursuant to the authority set forth herein.

2. Class "B" seniority rating, the second highest seniority rating, shall be possessed by:

(a) all unlicensed seamen who possessed such rating on Sept. 8, 1970 pursuant to the Shipping Rules then in effect;

(b) all unlicensed seamen who possess Class "C" seniority rating pursuant to these Rules and who have shipped regularly as defined herein for two (2) consecutive years; and

(c) all unlicensed seamen who possess Class "C" seniority rating pursuant to these Rules and who have graduated from the Harry Lundeberg School of Seamanship entry rating training program and have been issued a ship assignment card in accord with these Rules.

3. Class "C" seniority rating, the lowest seniority rating, shall be possessed by all unlicensed seamen who do not possess either class "A" or class "B" seniority ratings.

C. A seaman shall be deemed to have shipped regularly within the meaning of these Rules if he has been employed as an unlicensed seaman no less than ninety (90) days during each calendar year aboard one or more American-flag merchant vessels covered by a collective bargaining agreement between the Union and the owner or operator of such vessels.

D. Employment by or at the request of, or election to any office or job in, the Union shall be the equivalent of covered employment described in the preceding paragraph; and seniority credit under these Rules shall accrue during the period that such employment, office or job is retained.

E. Seniority credit shall be accrued on the basis of total covered employment, without regard to whether such employment was served in the Deck, Engine or Steward Departments.

F. The ninety (90) day period of employment required of a seaman during any year to constitute shipping regularly within the meaning of these Rules shall be reduced proportionately in accord with the amount of time spent by such seaman during that year as a bonafide in- or out-patient in the continuing care of a U.S. P.H.S. or other accredited hospital. (For example, four months' in-

patient time during a given calendar year reduces the ninety (90) day employment requirement for that year by one-third to sixty (60) days.

G. In the event a seaman possessing less than Class "A" seniority rating fails to ship regularly within the meaning of these Rules during a particular year, he shall lose all accumulated employment credit for that and all preceding years in his then current seniority rating.

H. In the event a seaman's covered employment has been interrupted by circumstances beyond his control, resulting in his failure to ship regularly within the meaning of these Rules, the Seafarers Appeals Board may, upon application of the affected seaman, grant such total or partial seniority credit for the time lost as the Board may deem necessary in its sole discretion to avoid undue hardship.

I. In the event a seaman's covered employment is interrupted by service in the Armed Forces of the United States, resulting in his failure to ship regularly within the meaning of these Rules, such seaman shall suffer no loss of seniority credit accrued prior to his entry of military service if he registers to ship pursuant to these Rules within one hundred twenty (120) days following his separation from military service.

2. Shipping Procedure

A. Subject to the specific provisions of these Rules, unemployed seamen shall be shipped only if registered as provided herein and in the order of the priorities established in Rule 2 C (3) hereof.

B. The following rules shall govern the registration of unemployed seamen for shipping through Union hiring halls:

1. Unemployed seamen shall register only at the port through which they desire to ship. No seaman shall be registered at more than one port at the same time, nor if they are employed aboard any vessel.

2. All seamen possessing U.S. Coast Guard endorsements, verifying certified deck or engine ratings, shall be registered in Group I or Group II of their respective departments. In the Steward Department, seamen shall be registered in Group I-S, I or II upon presentation of their seniority identification card and providing proof of qualification for such registration. All other seamen shall be registered as "Entry Ratings," as defined in Rule 3, Departments and Groups and may bid for any job in the "Entry Ratings" Department. Upon attaining endorsements from the U.S. Coast Guard of certified ratings, in the Group I or II category, in either the Deck or Engine Department as defined in Rule 3, Departments and Groups, or having sailed in the Steward Department for a minimum of 6 months, application may be made to the Seafarers Appeals Board for consideration for permanent registration in the Deck, Engine or Steward Departments.

3. Shipping registration cards shall be non-transferable and shall be issued at Union hiring halls only upon application in person by seamen desiring the same. Shipping registration cards shall be time- and date-stamped when issued and shall show the registrant's class of seniority rating, Department and Group.

4. Shipping registration cards shall be issued during the regular business hours of the Union's hiring halls. Every seaman desiring to register must possess and submit all documents required by the United States Coast Guard and by applicable law for employment as a merchant seaman aboard U.S.-flag vessels. At the time of registration each seaman is responsible for producing sufficient evidence to establish his class of seniority rating. For this purpose an appropriate seniority identification card issued by the Union shall be deemed sufficient, although other official evidence of employment, such as legible U.S. Coast Guard discharges, may also be submitted.

5. In ports where the Seafarers Welfare Plan maintains a clinic, no seaman shall be registered for shipping unless he submits a valid Seafarers Welfare Plan clinic card at the time of registration.

6. To remain valid, seniority registration cards must be stamped once each month in the port of issuance. The dates and times for such stamping shall be determined by the Port Agent for each port, and each registrant shall be notified of the dates and times for stamping when he receives his shipping registration card. A seaman who fails to have his shipping registration card so stamped during any month shall forfeit the same and shall be required to re-register. In the event circumstances beyond his control prevent a seaman from having his shipping registration card so stamped, the Port Agent may stamp such card as if the seaman had been present on the required time and date, upon submission by the seaman of adequate evidence of the circumstances preventing his personal appearance.

7. Subject to the provisions of these Rules, shipping registration cards shall be valid only for a period of ninety (90) days from the date of issuance. If the ninetieth (90th) day falls on a Sunday, a national or state holiday, or on a day on which the Union hiring hall in the port of registration is closed for any reason, shipping registration cards which would otherwise expire on such day shall be deemed valid until the next succeeding business day on which the said hiring hall is open. Shipping registration cards' periods of validity shall also be extended by the number of days during which shipping in the port of registration has been materially reduced by strikes affecting the maritime industry generally or by other similar circumstances.

C. The following Rules shall govern shipping of registered seamen through Union hiring halls:

1. Seamen shall be shipped only through the hiring hall at the port where they have registered for shipping. No seaman shall be shipped on a job outside of the Department or Group in which he is registered except under emergency circumstances to prevent a vessel from sailing short-handed, or as otherwise provided in these Rules.

2. Jobs referred to the Union hiring hall shall be announced and offered to registered seamen at the times and according to the procedures set forth in Rule 4 hereof. At the time each job is so offered, registered seamen desiring such job shall submit their shipping registration cards, U.S. Coast Guard Merchant Mariner's documents, and valid Seafarers Welfare Plan clinic cards to the hiring hall, dispatcher. The job so offered shall be awarded to the seaman in the appropriate Department and Group possessing the highest priority, as determined pursuant to Rule 2 C (3) hereof.

3. Within each Department, seamen of higher seniority rating shall have priority for jobs over seamen of lower seniority rating, even if such higher seniority seamen are registered in a different Group from that in which the offered job is classified. As between seamen of equal seniority ratings within the same Department, priority shall be given to the seamen registered for the Group in which the offered job is classified. In the event seamen of equal priority under this paragraph bid for the same job, the job shall be awarded to the seaman possessing the earliest dated shipping registration card.

4. Notwithstanding any other provisions of these Rules, no job shall be awarded to a seaman who is under the influence of alcohol or drugs at the time such job is offered; nor shall any seaman be awarded any job unless he is qualified therefor in accord with law or unless he submits, if necessary, appropriate documents establishing such qualifications.

5. The seaman awarded a job under Rule 2 C (2) hereof shall immediately surrender his shipping registration card and shall receive two job assignment cards containing his name and the details of the job. When reporting aboard his vessel, the seaman shall present one job assignment card to the head of his Department and the other to the Union department delegate.

D. A seaman who quits or is fired from a job during the same day on which he reports for such job shall retain his original shipping registration card if he has received no compensation for such day's employment and if he reports back to the dispatcher on the

next succeeding business day. A seaman who quits or is fired after the day he reports for a job shall secure a new shipping registration card.

E. A seaman who receives job assignments pursuant to Rule 2 C (5) hereof and subsequently rejects or quits the same on two occasions within the period of his shipping registration card's validity shall forfeit his shipping registration card and shall secure a new shipping registration card.

F. All seamen registered for shipping, other than those possessing Class A seniority rating, who are unavailable to accept or fail or refuse to accept three jobs for which they are qualified during any one period of registration may forthwith be refused the right to register for employment under these Rules for a period of twelve (12) months. Upon application as provided in these Rules the Seafarers Appeals Board may shorten or revoke such refusal of registration for good cause shown.

G. Seamen with Class C seniority rating shipped pursuant to these Rules may retain such jobs for one round trip or sixty (60) days, whichever is longer. At the termination of such round trip or on the first opportunity following the sixtieth (60th) day on the job, such seaman shall sign off their vessels; and the vacant job shall be referred to the Union hiring hall.

H. Seamen with Class B seniority rating shipped pursuant to these Rules may retain such jobs for a period of one round trip or one hundred eighty (180) days, whichever is longer. At the completion of such round trip or at the first opportunity following the one hundred eighty (180) days on the job, such seamen shall sign off their vessels; and the vacant job shall be referred to the Union hiring hall.

I. The provisions of Sections G and H of this Rule 2 shall not apply if they would cause a vessel to sail short-handed. For the purposes of these sections the phrase, "round-trip," shall have its usual and customary meaning to seamen, whether such "round-trip" be coastwise, intercoastal or foreign. On coastwise voyages, if a vessel is scheduled to return to the area of original engagement, a seaman of less than Class A seniority rating shall not be required to leave such vessel until the vessel reaches the said area. On intercoastal and foreign voyages, if a vessel pays off at a port in the Continental United States other than in the area of engagement, and if such vessel is scheduled to depart from said port of payoff within ten (10) days after arrival to return to the area of original engagement, a seaman of less than Class A seniority rating shall not be required to leave the vessel until it arrives in the area of original engagement.

J. No seaman shipped under these Rules shall accept a promotion or transfer aboard ship unless there is no time or opportunity to dispatch a seaman to fill such vacant job from a Union hiring hall.

3. Departments and Groups

A. Jobs aboard vessels covered by these Rules are classified according to the following schedule of Departments and Groups.

DECK DEPARTMENT	
GROUP I—DAY WORKERS	
Boatswain	Deck Maintenance
Boatswain's Mate	Watchman-Day Work
Carpenter	Storekeeper
GROUP II—RATING WATCH STANDERS	
Quartermaster	Car Deckman
Able Seaman	Watchman-Standing Watches
ENGINE DEPARTMENT	
GROUP I	
Chief Electrician	Chief Ref. Eng'r.
1st, 2nd, 3rd Ref. Eng'r.	Chief Storekeeper
2nd Electrician	Evap. Maintenance Man
Unlic. Jr. Eng'r.-Day Work	Pumpman, 1 and 2
Unlic. Jr. Eng'r.-Watch	Engine Maintenance
Plumber-Machinist	Ship's Welder/Maintenance
Electrician/Ref. Maint.	QMED
Crane M/T Electrician	Engine Utility Reefer Maintenance
GROUP II	
Deck Engineer	Watertender
Engine Utility	Fireman/Watertender
Oilier-Diesel	Fireman
Oilier-Steam	Oilier Maintenance/Utility
STEWARD DEPARTMENT	
GROUP I (S) RATED MEN	
Chief Steward-Passenger	2nd Steward-Passenger
Steward	Steward/Cook
GROUP I—RATED MEN	
Chief	2nd Cook and Baker
Cook and Baker	Butcher
Chief Cook	
GROUP II	
2nd Cook, 3rd Cook and Assistant Cook	
ENTRY DEPARTMENT	
GROUP III	
Ordinaries on Watch	General Utility Deck/Engine
Wiper	O.S. Deck Maintenance
Utility Messmen	Messman
Waiters	General Steward's Utility

B. After having attained permanent registration in accordance with the procedure set forth in Rule 2, B-2, a seaman may not change the Department in which he ships without the loss of accrued seniority unless he receives permission from the Seafarers Appeals Board. The Seafarers Appeals Board shall grant such permission only upon proof establishing in the sole judgment of the Board that medical reasons warrant the change.

4. Business Hours and Job Calls

A. Except as otherwise provided herein, all Union hiring halls shall be open Monday through Friday from 8:00 A.M. until 5:00 P.M. and on Saturday from 8:00 A.M. until 12:00 Noon. The hiring halls shall be closed on July 4, Christmas Day, New Year's Day, Labor Day and such other holidays as are determined by the Port Agents. Notice of such additional closings shall be posted on the hiring hall's bulletin board on the day preceding the holiday.

B. All jobs referred to Union hiring halls shall be posted on the shipping board before being announced. Jobs shall be announced hourly as close to the hour as may be practicable during business hours of the Union's hiring halls, except that there shall be no job calls at 8:00 A.M., at 12:00 Noon, and at 5:00 P.M. During non-business hours, or in the event of exceptional circumstances, a job may be posted and announced at any time after it is received. Notwithstanding the foregoing, the Port Agent may establish for a Union hiring hall such other regular schedule of daily job calls as may be warranted by the level of shipping or other circumstances affecting such hiring hall. Such other schedule as may be established, however, shall be in writing and posted on the hiring hall bulletin board.

C. Seamen holding Class C seniority rating shall not bid for a job offered pursuant to these Rules until the same has appeared on eight job calls without being taken. If the eighth job call does not produce a qualified seaman possessing either Class A or Class B seniority rating, the said job shall be awarded to the seaman possessing Class C seniority rating entitled to the same under these Rules. This Rule shall not apply if it would cause a vessel to sail short-handed or late.

D. In ports other than "major" ports as defined under these Rules, if the first call of a vacant job does not produce a qualified seaman possessing Class A seniority rating, the job shall be referred to the nearest major port. The said job shall then be offered at the said major port at the next four (4) job calls. During such

calls only qualified seamen possessing Class A seniority rating may bid for such job, in the event the job still remains open, it shall be referred back to the original port and there offered to seamen possessing Class A or Class B seniority ratings, otherwise entitled to the job under these Rules. This Rule shall not apply if it would cause a vessel to sail short-handed or late. In the event a qualified seaman is not available in a port to fill a specific job and a seaman has to be shipped from another port to fill such job, transportation shall be provided by the Company. Any seaman accepting a job under such circumstances and fails to join and sail with the vessel to which he was dispatched, must reimburse the Company for any monies advanced as transportation. The Union will assist in such collection. The provisions of Rule 4 C shall be subordinate to this Rule 4 D. The following ports shall be considered "major" ports for the purposes of these Rules: New York, Baltimore, Mobile, New Orleans, Houston and San Francisco.

E. Notwithstanding any other provision of this Rule 4, if the first call of a vacant Group III or 3rd Cook job does not produce a qualified seaman possessing Class A or B seniority, the job shall be referred to the hiring hall at Piney Point, Maryland, where the job shall then be offered at a job call. If after the first call of such job, the job remains open, it shall be referred to the port from which it was originally offered, to be offered or referred, as the case may be, in accordance with Paragraph D above.

5. Preferences and Priorities

A. Notwithstanding any other provisions to the contrary contained in these Rules, the following preferences shall apply:

1. A seaman shipped pursuant to these Rules whose vessel lays up less than fifteen (15) days after his original employment date shall receive back the shipping registration card on which he was shipped, provided the said card has not expired in the interim period.

2. If a laid up ship requires a crew to report aboard the vessel within thirty (30) days following lay-up, the crew members at the time of lay-up shall have priority for all such jobs provided that they are registered at the Union hiring hall to which such job calls are referred. The period of such priority shall be extended by the number of days of lay up resulting from strikes affecting the maritime industry generally or other similar circumstances.

3. Seamen possessing Class C seniority rating and a certificate of satisfactory completion of the Harry Lundeberg School of Seamanship entry rating training program shall have priority for jobs over other Class C personnel.

4. (a) Within each class of seniority rating in the Deck Department, priority for the job of Bosun shall be given to those seamen possessing a certificate of recertification as bosun from the Deck Department Recertification Program, in the event such program is being offered. In the event there are no such Recertified Bosuns available, priority shall be given to those seamen who have either actual seetime as able seamen of at least thirty-six (36) months, or actual seetime in any capacity in the Deck Department of at least seventy-two (72) months, of actual seetime as bosun of at least twelve (12) months, in all cases aboard vessels covered by these Rules.

(b) Within each class of seniority rating in the Deck Department, priority for the job of Quartermaster shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the H.L.S.S. for the rating of Quartermaster, in the event such training is being offered.

5. (a) Within each class of seniority rating in the Engine Department priority for the job of Chief Electrician shall be given to those seamen who have actual seetime aboard vessels covered by these Rules of at least thirty-six (36) months in the Engine Department including at least twelve (12) months as Second Electrician.

(b) Within each class of seniority rating in the Engine Department, priority for the job of Q.M.E.D. shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the H.L.S.S. for the rating of Q.M.E.D., in the event such training is being offered.

6. Within each class of seniority rating in the Steward Department, priority for jobs of steward and third cook shall be given to those seamen who possess a certificate of recertification in their rating from the Steward Department Recertification Program, in the event such program is being offered. If there are no such Recertified Stewards available, priority for jobs of steward shall be given to those seamen who have actual seetime of at least thirty-six (36) months in the Steward Department in a rating above that of Third Cook, or who have actual seetime of at least twelve (12) months as Steward, in all cases aboard vessels covered by these Rules.

7. Within each class of seniority rating in every Department, priority for entry rating jobs shall be given to all seamen who possess Lifeboatman endorsement by the United States Coast Guard. The Seafarers Appeals Board may waive the preceding sentence when, in the sole judgment of the Board, undue hardship will result or extenuating circumstances warrant such waiver.

8. In the event an applicant for the Steward Department Recertification Program or the Deck Department Recertification Program for bosuns is employed in any unlicensed job board a vessel covered by these Rules at the time he is called to attend such program, such applicant, after successful completion of the program, shall have the right to rejoin his vessel in the same job upon its first arrival in a port of payoff within the continental limits of the United States.

9. A seaman who registers to ship pursuant to these Rules within two (2) business days following his discharge as an inpatient from a U.S.P.H.S. or other accredited hospital and who produces official written evidence of such confinement, shall be issued a shipping registration card dated either thirty (30) days earlier than the actual date of registration if such confinement lasted at least thirty (30) days, or, if it lasted less than thirty (30) days, with the date such confinement commenced.

6. Standby and Relief Jobs

A. Priority for standby and relief jobs shall be determined according to the provisions of Rule 2 C (3), except that a seaman who has had any standby or relief jobs during the period of his shipping registration card's validity shall not have priority for such jobs over seamen of the same class of seniority rating who have had a lesser number of standby or relief jobs during the period of their shipping registration cards' validity.

B. After the termination of standby or relief employment, the seaman involved shall receive back his original shipping registration card, unless the same has expired in the interim period.

C. A seaman on a standby or relief job pursuant to these Rules shall not take a regular job aboard any vessel until his standby or relief job terminates, he returns to the hiring hall, and he secures such regular job pursuant to the provisions of Rule 2 C hereof.

D. A seaman employed pursuant to these Rules on a regular job who requires time off and secures permission therefor shall notify the nearest Union hiring hall, and a relief man shall be dispatched. No relief man shall be furnished for less than four (4) hours' nor more than three (3) days' work. The seaman shall pay his relief man for the number of hours worked at the overtime rate applicable to the job Monday through Friday. On Saturday, Sunday and Holidays, he shall pay the premium rate. Relief men shall be requested only when required by the head of the Department involved aboard the subject vessel.

E. A seaman employed pursuant to these Rules who has been called to attend the Steward or Deck Department Recertification Programs may be temporarily replaced by a relief man for the duration of such program. In the event such seaman is not replaced by a relief man but terminates his job instead, the provisions of Rule 5 A (6) shall apply.

7. Seafarers Appeals Board

A. The Seafarers Appeals Board shall have sole and exclusive authority to administer these Rules and to hear and determine any matter, controversy or appeal arising thereunder, or relating to the application thereof.

B. The Seafarers Appeals Board shall have four (4) members, two appointed by the Union and two appointed by that committee representing the majority of contracted Employers for purposes of negotiations with the Union, commonly known as the Management Negotiating Committee. Each party shall also appoint two alternates for the members so appointed, to serve in the absence of such members.

C. The quorum for any action by the Seafarers Appeals Board shall be at least one member appointed by each party. At any meeting of the Seafarers Appeals Board the members appointed by each party shall collectively cast an equal number of votes regardless of the actual number of members present and voting. Except as otherwise provided herein decisions of the Seafarers Appeals Board shall be unanimous. In the event of a tie vote the Board shall elect an impartial person to resolve the deadlocked issue. In the event the Board is unable to agree on such an impartial person, the matter shall be submitted to final and binding arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules then in effect of the American Arbitration Association.

D. Any person or party subject to or aggrieved by the application of these Rules shall have the right to submit any matter arising under these Rules to the Seafarers Appeals Board for determination. Such submission shall be in writing, shall set forth the facts in sufficient detail to identify the matter at issue, and shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, N.Y. 11215. An applicant desiring to be heard in person before the Board shall request the same in his written application. In such event the applicant shall be notified at least two weeks prior to the Board's next regular meeting of the date and location of such meeting, and the applicant may attend such meeting at his own expense and be heard.

E. All applications to the Seafarers Appeals Board shall be ruled on initially by the Chairman, subject to confirmation or overruling by the Board at its next meeting. Prior to the Board's action, however, the Chairman may initiate such administrative steps as he deems necessary to implement his preliminary determination.

F. The Board shall meet no less than quarterly and shall establish such reasonable procedures, consistent with these Rules, as it deems necessary. Meetings of the Board may be either in person or in writing. Meetings in writing shall be signed by all members of the Board.

8. Discipline

A. Although under no indemnity obligation of any sort, the Union will not be required to ship persons who, by their behavior in the course of employment aboard contracted vessels, during programs of the Harry Lundeberg School of Seamanship and at hiring halls subject to these Shipping Rules, demonstrate that their presence aboard contracted vessels may prevent safe and efficient operation of such vessels or create a danger or threat of liability, injury or harm to such vessel and their crews. Persons not required to be shipped shall include without limitation those guilty of any of the following:

1. Drunkenness or alcoholism.
2. Use, possession or sale of narcotics.
3. Use or possession of dangerous weapons or substances.
4. Physical assault.
5. Malicious destruction of property.
6. Gross misconduct.
7. Neglect of duties and responsibilities.
8. Deliberate interference with efficient operation of vessels, of the Harry Lundeberg School of Seamanship or of hiring halls subject to these Rules.
9. Deliberate failure or refusal to join vessels.
10. Any act or practice which creates a menace or nuisance to the health or safety of others.

B. No seaman shall suffer any temporary or permanent loss of shipping rights under Rule 8 A hereof, except, pursuant to the following procedures:

1. The Union, a contracted Employer, or the Harry Lundeberg School of Seamanship shall initiate a proceeding under this Rule 8 B by filing a written complaint with the Chairman of the Seafarers Appeals Board and mailing a copy thereof to the subject seaman. The Chairman shall thereupon name a committee of two persons, one representing the Union and one representing management, to hear and determine the complaint.

2. The hearing committee shall prepare a written specification of charges and notice of hearing, which shall be sent to the subject seaman by certified mail, addressed to his last known residence. Such notice shall provide at least two weeks' time for the seaman to prepare his defense and shall give the seaman up to one week before the hearing date to request a change of date or location of such hearing. The hearing committee shall initially locate the hearing at the Union hiring hall closest to the subject seaman's last known residence. Pending the hearing, the seaman may register and ship in accord with these Rules and his current seniority status.

3. The hearing shall proceed as scheduled, whether or not the accused seaman is present. The hearing committee shall give the charging and charged parties full opportunity to present their evidence either in person or in writing. No formal rules of evidence shall apply, but the committee shall accept all relevant evidence and give the same such weight as the committee alone may deem appropriate.

4. The hearing committee shall render and announce its decision on the day of hearing, as soon as possible after the completion thereof. A decision upholding the complaint shall be unanimous. The committee shall reduce its decision to writing, sign the same, and send copies thereof to the Seafarers Appeals Board, to the complaining party, and to the accused seaman by certified mail, return receipt requested.

5. The seaman may appeal all or any aspect of the hearing committee's decision to the Seafarers Appeals Board. Such appeal shall be in writing and shall set forth the basis for the appeal in sufficient detail to be understood. The seaman shall send his appeal by certified mail, return receipt requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, N.Y. 11215, within ten (10) days following the decision, except that the Board may extend the time for filing an appeal for good cause shown.

6. The Seafarers Appeals Board shall hear all appeals arising under this Rule 8 B at its next regular meeting after receipt thereof, provided the appeal has been received in sufficient time for the Board to give at least five (5) days' written notice to the seaman of the time and place of the meeting at which his appeal will be considered.

7. The Seafarers Appeals Board's decision on the appeal shall be in writing, and copies shall be sent to the complaining party and the seaman by certified mail, return receipt requested. Pending hearing and determination of the appeal the decision of the hearing committee shall be in full force and effect.

8. A final appeal shall be allowed by the involved seaman from decision of the Board to the Impartial Umpire designated pursuant to Rule 8 C hereof. Such appeal shall be in writing and shall set forth the basis of the appeal in sufficient detail to be understood. Such appeal shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, N.Y. 11215, within ten (10) days following receipt of the Seafarers Appeals Board's decision. The Board shall forward all such appeals to the Impartial Umpire, who shall set the time and place of hearing of the appeal in New York City within thirty (30) days following receipt of the appeal and shall notify all parties in writing. The Impartial Umpire may reasonably extend any time limit provided in this paragraph upon good cause shown. The Impartial Umpire shall render his decision in writing and shall cause copies to be mailed to all parties by certified mail, return receipt requested. The decision of the Impartial Umpire shall be final and binding and may be reduced to judgment by any party.

C. The Impartial Umpire provided for in the preceding paragraph shall be a permanent arbitrator appointed by and to serve at the pleasure of the Seafarers Appeals Board. In the event the Board is unable to agree upon an Impartial Umpire, for each appeal arising under Rule 8 B (8) hereof the Seafarers Appeals

Board shall request the chief executive officer of any Federal, State or City government agency maintaining lists of impartial arbitrators to designate an Arbitrator to hear and determine such appeal.

D. Nothing in this Rule 8 shall be construed to prevent the Union from appearing by its properly designated representatives at any stage of the proceeding.

9. Amendments

A. The Seafarers Appeals Board may amend these Shipping Rules at any time and in any manner consistent with the requirements of applicable law and of outstanding collective bargaining agreements between the parties.

10. Special or Emergency Provisions

A. During any period of emergency, unlicensed seamen possessing Class B or C Seniority who are in the Entry Rating Department and who have adequate seetime to make application for endorsement in Group II rating or ratings in the Deck or Engine Department shall not be registered for shipping unless they make application for and expeditiously comply with the requisite rules to secure such Group II endorsement or endorsements. All such unlicensed seamen in lieu of such registration and provided they comply with the foregoing shall upon completion of such requirement be deemed then registered as of the date of their appearance in the group in which they thereafter have been found qualified. All such unlicensed personnel presently registered shall also be subject to the foregoing rule, with their date of registration as presently in effect,

in the group in which they thereafter have been found qualified.

Any such unlicensed seamen may apply in writing to the Seafarers Appeals Board in connection with any dispute as to his period of seetime from exemption from this rule set forth above, on the ground of hardship or physical disability and may if he requests in writing appear before the Seafarers Appeals Board. The decision of the Seafarers Appeals Board shall be in writing and sent to the person involved and to the Union hiring hall.

The Seafarers Appeals Board shall determine the period of any emergency or when this amendment is no longer necessary. In either event, upon such determination, the Seafarers Appeals Board shall then take appropriate action in writing.

B. During any period of emergency as determined by the Seafarers Appeals Board in accordance with Rule 10A, Rule 2J may be suspended with respect to entry ratings only for the period of such emergency or until the suspension of the Rule is no longer necessary as determined by the Seafarers Appeals Board.

C. 1. The Seafarers Appeals Board may, for good cause shown, in its discretion, and in accord with its authority under Article 1 ("Employment") Section 8 of the collective bargaining agreements between the parties and in accord with the several factors set forth below, upgrade to Class A seniority rating such unlicensed personnel possessing Class B seniority rating whom the Board deems qualified for the same.

The factors to be utilized in determining whether an applicant shall be so upgraded are as follows:

(a) Endorsement from the United States Coast Guard as a Lifeboatman in the United States Merchant Marine.

(b) Possession of a certificate of satisfactory completion of the H.L.S.S. entry rating training program and has a minimum of twelve (12) months of seetime with any of the companies listed in Appendix "A" of the collective bargaining agreements, or

Possession of a certificate of satisfactory completion of the advanced course of training then being offered by the H.L.S.S. for the department in which such seamen regularly ship and has a minimum of thirty-six (36) months of seetime with any of the companies listed in Appendix "A" of the collective bargaining agreements.

(c) Possession of special skills and aptitudes.

(d) Employment record.

(e) Satisfactory completion of the course of training offered by the School of Marine Engineering sponsored by the Harry Lundberg School of Seamanship, District No. 2, Marine Engineers Beneficial Association and/or others in connection therewith.

Factor (b) may be waived by the Seafarers Appeals Board in those cases where undue hardship will result.

2. The Seafarers Appeals Board shall upgrade applicants pursuant to this Rule 10 C for a period of time not to exceed six (6) months, at which time it shall terminate such upgrading and shall publicize such termination in the Union's hiring halls and in such other places as will give notice thereof thirty (30) days prior thereto. Thereafter, when it deems necessary, the Seafarers Appeals Board may reinstitute such upgrading program for additional periods of time not to exceed six (6) months' duration and shall publicize the termination of same as required by the collective bargaining agreement.



NEW STANDARD FREIGHTSHIP AGREEMENT

between

SEAFARERS INTERNATIONAL UNION

Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO

and

Contracted Companies

June 16, 1975—June 15, 1978



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FREIGHTSHIP AGREEMENT

ARTICLE I

EMPLOYMENT

SECTION 1. The Company recognizes the Union as the sole and exclusive bargaining representative of all Unlicensed Personnel employed on board American-flag vessels owned or operated by the Company or its subsidiaries.

SECTION 2. The Union agrees to furnish the Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill vacancies necessitating the employment of Unlicensed Personnel in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement. To assure maximum harmonious relations and in order to obtain the best qualified employees with the least risk of a delay in the scheduled departure of any vessel covered by this Agreement, the Company agrees to secure all Unlicensed Personnel through the hiring halls of the Union. If, for any reason, the Union does not furnish the Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill such vacancies, in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement, the Company may then obtain members of the Unlicensed Personnel from any available source, in which case the Union shall be notified.

SECTION 3. The Company agrees, that as a condition of employment all Unlicensed Personnel shall become members of the Union within thirty-one (31) days after the execution of this Agreement, or within thirty-one (31) days after hire, whichever is later, and shall remain members of the Union while employed by the Companies listed in Appendix A, attached hereto, and made a part hereof, during the life of this Agreement. The Company is not obligated to take steps to enforce this provision unless due notice is received in writing from the Union, to the effect that a member of the Unlicensed Personnel is not in compliance herewith.

SECTION 4. (a) The Union agrees that the Company has the right to reject (by written notation on the job assignment slip) any applicant for employment who the Company considers unsatisfactory or unsuitable for the vacancy, or to discharge any member of the Unlicensed Personnel who, in the opinion of the Company, is not satisfactory. If the Union considers the rejection of any applicant for employment or the discharge of any member of the Unlicensed Personnel as being without reasonable cause such action by the Company shall be dealt with under the grievance procedure and the Union agrees that any such rejection or discharge shall not cause any vessel to be delayed on her scheduled departure.

(b) Unlicensed Personnel when applying for employment shall submit to the physical examination prescribed by the Company, and shall submit from time to time thereafter to such physical examination as may be required by the Company. In the event any decision of the Company physician is challenged by the Union, as to the physical fitness of a member of the Unlicensed Personnel, such member shall be re-examined by a Public Health Physician and his decision shall be binding.

SECTION 5. The Company agrees not to discriminate against any member of the Unlicensed Personnel for legitimate Union activities, and the Company further agrees that no person referred in accordance with this Article, shall be discriminated against because of race, creed, color, sex, age, national or geographic origin.

SECTION 6. The term Unlicensed Personnel as used in this Agreement shall not include super-cargoes, cadets, pursers and livestock tenders.

SECTION 7. Either party shall have the right, upon written notification to the other, to re-negotiate any part or all of Article 1. Upon receipt of such notification the parties to this Agreement shall meet within seven (7) days for negotiations of this issue.

SECTION 8. (a) Subject to the provisions of this Article and of the Shipping Rules promulgated in accord herewith, jobs shall be referred and held on the following seniority basis:

(1) Class "A" seniority rating, the highest seniority rating, shall be held by:

A. all unlicensed seamen who possessed such rating on September 8, 1970, pursuant to the Shipping Rules then in effect;

B. all unlicensed seamen who possess Class B seniority rating pursuant hereto, and who have shipped regularly as defined herein for eight (8) consecutive years, provided such seamen have maintained their Class B seniority rating without break and provided further that they have completed satisfactorily the advanced course of training then offered by the Harry Lundeberg School of Seamanship for the Department in which such seamen regularly ship; and

C. all unlicensed seamen who have been upgraded to Class A seniority rating by the Seafarers Appeals Board pursuant to the authority set forth herein.

(2) Class "B" seniority rating, the second highest seniority rating, shall be held by:

A. all unlicensed seamen who possessed such rating

on September 8, 1970, pursuant to the Shipping Rules then in effect;

B. all unlicensed seamen who possess Class C seniority rating pursuant hereto and who have shipped regularly as defined herein for two (2) consecutive years; and

C. all unlicensed seamen who possess Class C seniority rating pursuant hereto and who have graduated from the Harry Lundeberg School of Seamanship entry rating training program and have been issued a ship assignment card in accordance with the Shipping Rules, then in effect.

(3) Class "C" seniority rating, the lowest seniority rating shall be possessed by all unlicensed seamen who do not possess either Class A or Class B seniority ratings.

(4) For the purposes of upgrading seniority, "shipping regularly" shall mean employment as an unlicensed seaman for no less than ninety (90) days during each calendar year aboard one (1) or more American-flag vessels covered by this collective bargaining agreement. The time required to constitute "shipping regularly" shall be reduced proportionately in accord with the amount of bona fide in or out-patient hospital time spent during a given calendar year by a covered seaman. No seaman shall suffer any loss of seniority credit accrued prior to his entry of military service in the armed forces of the United States if he registers to ship in covered employment within one hundred twenty (120) days following his separation from military service.

(b) Subject to Section 3 of this Article 1, assignments to jobs within the foregoing classes of seniority rating shall be made without regard to union affiliation.

(c) There is created the Seafarers Appeals Board, a permanent board of four (4) members, to hear and determine all disputes arising under this Article 1, and to promulgate and administer the Shipping Rules authorized by this Section 8.

(d) The Seafarers Appeals Board, shall have the power to reduce from time to time, but not the power to increase, the requirements for seniority ratings set forth herein; and if such power is exercised, the Board shall arrange for effective publication of such decision. The Seafarers Appeals Board shall also add newly contracted companies to Appendix A, and shall promulgate Shipping Rules, including reasonable disciplinary, administrative and procedural rules and regulations, to govern employment operations of hiring halls and the seniority and referral to jobs of all Unlicensed Personnel under and pursuant to this Agreement. Such Shipping Rules may provide for rotary shipping within classes, shall provide for full seniority credit for employment by, or election to any office or job in, or any employment taken at the behest of, the Union (which seniority credit is hereby granted), and may include reasonable, non-discriminatory preferences to be accorded to Unlicensed Personnel, as well as provisions for total or partial seniority credit, to be granted in the Board's reasonable discretion in cases other than those set forth herein where a seaman's shipping employment has been interrupted by circumstances beyond his control and where denial of such seniority credit would work an undue hardship. The provisions of this subsection (d) shall be subject to the following subparagraphs:

(1) The said Shipping Rules may not be inconsistent with this Agreement, nor may they change the intent and purpose hereof.

(2) Rotary shipping within Classes A, B and C of seniority rating shall be based on a period of unemployment of ninety (90) days.

(3) Class C personnel with a certificate of satisfactory completion of the entry rating training program of the Harry Lundeberg School of Seamanship shall be preferred for employment over Class C personnel.

(4) As part of the Food and Ship Sanitation Program, there is hereby established "The Steward's Department Recertification Program," which shall be exclusively operated by Employer Trustees for the purpose of reclassifying and recertifying Steward Department personnel, pursuant to arrangements and details to be worked out. Six (6) months after such program is initiated in any port, Recertified Stewards in that port shall be preferred for employment over other Stewards whenever possible. In any event six (6) months after facilities for the recertification program are opened at the Harry Lundeberg School of Seamanship in Piney Point, Maryland, or on any other dates set by the Seafarers Appeals Board, such Recertified Stewards shall be preferred for employment over other Stewards whenever possible.

(5) As a part of the Harry Lundeberg School of Seamanship, there is hereby established "The Deck Department Recertification Program for Bosuns," which shall be exclusively operated by HLSS Trustees for the purpose of classifying and recertifying Deck Department personnel, pursuant to arrangements and details to be worked out. Six (6) months after such program is initiated in any port, such Recertified Bosuns in that port shall be preferred for employment over other Bosuns whenever possible. In any event six (6) months after facilities for the recertification program are opened at the Harry Lundeberg School of Seamanship in Piney Point, Maryland, or on any other dates set by the Seafarers Appeals Board, such Recertified Bosuns shall be preferred for employment over other Bosuns whenever possible.

(6) The Steward Department Recertification Program and the Deck Department Recertification Program for Bosuns, heretofore established, may be modified or discontinued in whole or in part when circumstances so warrant.

(7) Within each class of seniority in the Deck Department, the Engine Department and the Steward Department, preference for employment shall be given to all entry ratings who are endorsed as Lifeboatmen in the United States Merchant Marine by the United States Coast Guard, unless the requirement of such endorsement has been waived by the Seafarers Appeals Board.

(8) The job circulation regulations may provide for requiring those possessing a seniority rating below Class B to leave a vessel after no less than sixty (60) days or one (1) round trip, whichever is longer, provided further that this regulation may not be applied so as to cause a vessel to sail shorthanded. There shall be no bumping within Class A. No transportation, subsistence or wages shall be paid a man joining or leaving a vessel through exercise of seniority privileges, notwithstanding any provisions of Article II, Section 57 of this Agreement. Any disputes arising out of the application of this subparagraph shall be decided under the procedures of the Seafarers Appeals Board.

(e) The Seafarers Appeals Board shall include in the Shipping Rules promulgated in accord herewith, reasonable rules of procedure to govern matters coming before it.

(f) The Seafarers Appeals Board shall have four (4) members, two (2) appointed by the Union and two (2) appointed by that committee representing the majority of contracted employers for purposes of negotiations with the Union, commonly known as the Management Negotiating Committee. Each party shall also appoint two (2) alternates for the members so appointed, to serve in the absence of such members.

(g) The quorum for any action by the Seafarers Appeals Board shall be at least one (1) member appointed by each party. At any meeting of the Seafarers Appeals Board the members appointed by each party shall collectively cast an equal number of votes regardless of the actual number of members present and voting. Except as otherwise provided herein, decisions of the Seafarers Appeals Board shall be unanimous. In the event of a tie vote, the Board shall elect an impartial person to resolve the deadlocked issue. In the event the Board is not able to agree on such an impartial person, the matter shall be submitted to final and binding arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules then in effect of the American Arbitration Association.

(h) Any person or party subject to or aggrieved by the application of this Section 8 shall have the right to submit any matter hereunder to the Seafarers Appeals Board for determination. Such submission shall be in writing, shall set forth the facts in sufficient detail to identify the matter at issue, and shall be sent by certified mail, return requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, New York 11210.

An applicant desiring to be heard in person before the Board shall request the same in his written application. In such event the applicant shall be notified at least two (2) weeks prior to the Board's next regular meeting of the date and location of such meeting, and the applicant may attend such meeting at his own expense and be heard.

SECTION 9. The parties hereto agree that the appropriate unit, for representation purposes, is the Unlicensed Personnel aboard the vessels owned or controlled, as aforesaid, by all the companies listed on Appendix A, and any amendments to said Appendix, as set forth herein.

SECTION 10. The Union shall protect and indemnify the companies parties to this Agreement in any cause of action based on improper application by the Union of the employment provisions of Article 1 of this Agreement. The Company shall protect and indemnify the Union in any cause of action based on improper application by the Company of the employment provisions of Article 1 of this Agreement.

SECTION 11. The provisions hereof are subject to Federal and State Law and if any part hereof is in conflict therewith, such part shall be deemed inapplicable and to the extent thereof, shall be deemed severed from this Agreement, the remainder of which shall remain in full force and effect.

SECTION 12. Alien or non-resident seamen in the Far East, may execute written authorizations to the Seafarers' Vacation Plan, assigning to the Union, vacation benefit payments which may be due such seamen, in discharge of their Union monetary obligations for initiation fee and dues; and the parties further agree that new seamen employed or seamen who have not as yet paid their full initiation fee to the Union, may execute written authorizations to the Seafarers' Vacation Plan, assigning to the Union, vacation benefit payments which may be due such seamen in discharge of their Union initiation fee obligation. All of the foregoing authorizations shall be in accordance with the provisions of applicable law.

The Collective Bargaining Agreement between the parties, as amended, is to remain in effect as herein-after provided.

ARTICLE II GENERAL RULES

SECTION 1. PASSES. The Company agrees to issue passes to the Union representatives for the purposes of contacting its members aboard vessels of the Company covered by this Agreement.

Representatives of the Union shall be allowed on board at any time but not to interfere with men at work unless said men are properly relieved. (The relief gets no extra compensation.)

SECTION 2. DELEGATES. (a) One (1) man in each department shall be elected by the unlicensed seamen in that department to act as Departmental Delegate. Such Delegates shall, together with the Permanent Ships' Committee members, keep track of all conditions and problems and grievances in their respective departments, and present to their superior officers, on behalf of the unlicensed seamen in their Departments, all facts, opinions and circumstances concerning any matter which may require adjustment or improvement.

(b) **PERMANENT SHIP'S COMMITTEE:** The Permanent Ship's Committee shall consist of three (3) members: the Boatswain, the Chief Steward and the Chief (Electrician) or (Pumpman). The Boatswain shall be Ship's Chairman. The Chief Steward shall be Reporter-Secretary, and the Chief (Electrician) or (Pumpman) shall be Educational Director. In the event there is no (Electrician) on board, the Deck Engineer shall serve as Educational Director. If there is no Deck Engineer on board, the Engine Utility shall serve as Educational Director. If neither of the above ratings are on board, the Ship's Chairman and the Reporter-Secretary shall designate a qualified member of the Engine Department to serve as Educational Director for the voyage. The duties of the Permanent Ship's Committee shall be to assist the Departmental Delegates in their duties, to convene and conduct the Weekly Unlicensed Crew Meetings, and to perform the following individual duties:

The Ship's Chairman shall preside at all Shipboard Meetings of the Unlicensed Crew and shall be the primary spokesman aboard ship for the Unlicensed Crew. If, in the opinion of the majority of the crew, the Boatswain does not meet the qualifications to act in the capacity of Ship's Chairman, the crew may select whom-ever they consider qualified. The Reporter-Secretary shall handle all paper work involved in documenting matters brought to the attention of the superior officers, and he shall also prepare and maintain Minutes of the Unlicensed Crew Meetings.

The Educational Director shall be responsible for maintaining and distributing all publications, films and mechanical equipment relating to education on such subjects as safety, training and upgrading, health and sanitation.

(c) **WEEKLY MEETINGS.** To make sure that all problems concerning the Unlicensed Crew are brought to light and resolved as quickly as possible, there shall be a Meeting of the Unlicensed Crew every Sunday while the vessel is at sea. Vessels remaining in port on Sundays may hold these meetings as soon as possible after departure. At such meetings the Permanent Ship's Chairman shall report to the Unlicensed Crewmembers all matters referred to them and shall receive any new and additional problems not previously raised. As compensation for the additional duties required by this Section, the members of the Permanent Ship's Committee and the Departmental Delegates shall each receive one (1) hour's pay at their applicable penalty rate for each weekly meeting held.

SECTION 3. PORT COMMITTEE. For the adjustment of any grievances arising in connection with performance of this Agreement which cannot be satisfactorily adjusted on board the vessel there shall be established a Port Committee at the port where articles are terminated. The Port Committee shall consist of three (3) representatives from the Union and three (3) representatives from the Company, and it shall be the duty of the Port Committee to meet within twenty-four (24) hours, Saturdays, Sundays and Holidays excluded. In the event the Port Committee cannot agree they shall select an impartial arbitrator whose decision shall be final and binding. In the event the Port Committee cannot agree on the selection of an impartial arbitrator then a judge of the Federal District Court shall appoint an impartial arbitrator whose decision shall be final and binding. Expenses of the arbitrator shall be paid by the party whom the arbitrator rules against in the decision.

SECTION 4. STOPPAGE OF WORK. There shall be no strikes, lockouts, or stoppages of work while the provisions of this Agreement are in effect.

SECTION 5. SHIP CHARTERED BY COMPANY. This Agreement is binding with respect to American Flag Ships chartered by the Company (if charterer furnishes crew).

SECTION 6. AUTHORITY OF MASTER AND OBEDIENCE OF CREW. Nothing in this Agreement is intended to or shall be construed to limit in any way the authority of the Master or other officers, or lessen the obedience of any members of the crew to any lawful order.

SECTION 7. COMMENCEMENT OF EMPLOYMENT. Pay for seamen ordered by the Company shall start when the man is required to pass the Doctor, go to the Company office or report aboard the ship with his gear and ready for work, whichever occurs first. Pay for seamen shipped foreign as a "fly out" shall commence the day the seaman boards the plane.

SECTION 8. TERMINATION OF EMPLOYMENT. Any man leaving a vessel shall, upon request be given a slip showing reason for his termination of employment.

SECTION 9. STATEMENT OF EARNINGS. Unlicensed crewmembers shall be given a complete record of all earnings and deductions for the voyage not later than at the time of payoff.

SECTION 10. CUSTOMARY DUTIES. (a) Members of all departments shall perform the necessary duties for the continuance of the operations of the vessel as set forth in this Agreement. Necessary work shall include the preparation and securing of cargo gear and the preparation of cargo holds for the loading or discharging of cargo.

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

SECTION 11. VESSELS AGROUND. In the event the vessel runs aground, this Agreement shall be lived up to by the Company regardless of whether the Company or the Insurance Company is paying the wages and overtime until such time as articles are terminated.

SECTION 12. MEDICAL RELIEF. (a) Full medical attention as required by law shall be given to all Unlicensed Personnel. Except where it is assumed by the U.S. Consul or the U.S. Public Health Service, such medical attention shall be furnished by the Company at the expense of the Company.

(b) The Company agrees, when stocking medicine chest, to include penicillin which shall be furnished free of charge to seamen in need of same. The rules of the U.S. Public Health Service shall be observed with respect to dosage and administration.

(c) Medical relief will not be provided except that which is available aboard the vessel, if the cause of the illness is the fault of the member of the crew, such as venereal diseases, etc.

SECTION 13. MAINTENANCE AND CURE. When a member of the Unlicensed Personnel is entitled to maintenance and cure under Maritime Law, he shall be paid maintenance at the rate of \$8.00 per day for each day or part thereof of entitlement. The payment due hereunder shall be paid to the man weekly. This payment shall be made regardless of whether he has or has not retained an attorney, filed a claim for damages, or taken any other steps to that end and irrespective of any insurance arrangements in effect between the Company and any insurer.

SECTION 14. REPATRIATION, UPKEEP AND TRANSPORTATION. (a) Where a crewmember must leave a vessel because of illness or injury in any location outside the Continental United States, he shall be repatriated at Company expense as set forth herein, at the earliest date possible and advances equalled to allotments, if any, shall continue during such repatriation, provided he has sufficient monies due him from the Company to cover such advances.

It is the purpose of the above paragraph to provide for the automatic payment of advances—in a sum equal to the agreed allotment—and to do this automatically, which advances are then to be charged against any claim for earned or unearned wages. The advances are to be paid in exactly the same time and manner and to the same person or persons that the allotment would have been paid had not illness or injury taken place. The term "repatriation" refers to the entire period for which unearned wages are due, and "advances" are made during the entire period, except in those cases where the law sanctions a refusal to pay unearned wages (which can be established under law to be gross negligence, willful misconduct, etc.).

If repatriated on a vessel of the Company, he shall be signed on as a nonworking workaway. If repatriated on a vessel of another company, he shall be given not less than second class passage. In the event he is given less than second class passage on a vessel of another company, he shall be given the cash difference between the passage afforded and second class passage. The seaman shall have the option of accepting repatriation by plane if such transportation is offered. Repatriation under this section shall be back to the port of engagement.

(b) In the event a crew member must leave a vessel because of illness or injury incurred in the service of such vessel while in a location within the Continental United States, and such illness or injury is known prior to his leaving, he shall be entitled to economy class air transportation to his original port of engagement in accordance with Article II, Section 59.

(c) While awaiting repatriation under section (a) and (b) herein, the seamen shall be entitled to repatriation upkeep in the sum of \$8.00 per day until afforded transportation as outlined in said subsections. Such upkeep shall be paid up to and inclusive of the day he is afforded the means of transportation by which he is to be repatriated. The Company or its Agents may make arrangements for meals and lodgings while the seaman is awaiting repatriation transportation, but in no event shall these arrangements be at a cost of less than \$8.00 per day.

In cases where regular meals are not included in the transportation herein provided for, the repatriated seaman shall be paid the sum of \$10.50 per day for food during the transportation period.

(d) Where a seaman leaves the vessel due to illness or injury and such illness or injury has been known prior to his leaving, he shall receive a full statement of his account showing wages due him. Where time does not permit the statement being given to the man

before he leaves the vessel or before the vessel's departure, the Master shall promptly advise the Company's Agent and the home office of the status of the man's account at the time he left the vessel.

Thereafter, when the seaman presents himself to the Agent at the port where he left the vessel, the maximum allowable payments shall be made to him by that Agent.

When the seaman presents his claim of wages to the Agent or office of the Company at the port of engagement or to the home office of the Company, he shall receive payment as promptly as possible.

Failure to pay the seaman wages within 72 hours exclusive of Saturdays, Sundays and Holidays after presentation of his claim shall entitle the seaman to \$8.00 per day until the full wages due the man at the time he left the vessel are paid.

(e) Original Port of Engagement as used herein shall mean the port in the Continental United States where a crew member was first employed on board the vessel.

SECTION 15. LOSS OF CLOTHING. (a) In the event a ship of the Company is lost, the crew shall be recompensed for the loss of clothing in the amount of \$500.00 and shall be repatriated to the port of engagement with subsistence, room and wages as per Section 59 of this Article.

(b) In the event that personal effects of Unlicensed Personnel are damaged due to marine casualty, or an accident to the vessel or its equipment, they shall be recompensed for the loss in the amount of such loss but not to exceed \$300.00.

SECTION 16. WORK PERFORMED BY OTHER THAN MEMBERS OF THE UNLICENSED PERSONNEL.

Any work performed by cadets, workaways, passengers, prisoners of war, staff officers, or any member of the crew other than the Unlicensed Personnel that is routine work of the Unlicensed Personnel shall be paid for at the regular overtime rate. Such payment is to be divided among the Unlicensed Personnel ordinarily required to perform such work.

The Unlicensed Personnel shall continue to perform such work as they have heretofore customarily and traditionally performed, regardless of technological or other changes implemented or sought to be implemented aboard vessels operated by any of the companies who are signatory to this agreement.

SECTION 17. CARRYING OF CADETS, ETC. IN LIEU OF CREW. No cadets, workaways, or passengers shall be carried in lieu of the crew.

SECTION 18. EMERGENCY DUTIES AND DRILLS.

(a) Any work necessary for the safety of the vessel, passengers, crew or cargo or for the saving of other vessels in jeopardy and the lives thereon, shall be performed at any time and such work shall not be considered overtime.

In an emergency such as the above paragraph deals with, it is not necessary to call out all hands unless the Master of the vessel feels that it is necessary.

(b) Whenever practicable, lifeboat and other emergency drills shall be held on weekdays, Monday through Friday, between the hours of 8 a.m. and 4:30 p.m. Preparation for drills, such as stretching fire hose and hoisting and swinging out boats, shall not be done prior to signal for such drills, and after drill is over, all hands shall secure boat and gear. In no event shall overtime be paid for work performed with such drills, except as herein provided.

(c) Premium Rates shall be paid for lifeboat and other drills held on Saturdays, Sundays and Holidays, except in instances where departure time and date do not permit required drills being held before the first Saturday, Sunday or Holiday after departure.

(d) In port when such drills are held on Saturdays, Sundays or Holidays, premium rate shall be paid, except where such drills are held on days of departure.

SECTION 19. SAFE WORKING CONDITIONS. The employer shall furnish safe working gear and equipment when in any harbor, roadstead, or port. No man shall be required to work under unsafe conditions. Ordinary hazards of the sea shall not be considered unsafe conditions in applying this section.

Crew members shall not be required to work over the side or aloft when the vessel is loading or unloading explosives, except in case of emergency.

SECTION 20. HOLIDAYS. The Company agrees to recognize the following as holidays:

- | | |
|--------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Washington's Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Day |
| 4. Armistice Day | 9. Independence Day |
| 5. Lincoln's Birthday | |

In the event V.E. or V.J. days are observed as National Holidays, they shall be included in the list.

Saturdays, Sundays and Holidays at sea or in port shall be considered holidays for the Unlicensed Personnel not on watch. Men on watch shall perform only the routine duties necessary for the safe navigation of the vessel on these days.

Premium rates shall be paid for all work performed by the Unlicensed Personnel on any of the nine (9) holidays described in this Agreement at sea or in port.

In the event any of the above named holidays fall on Saturday or Sunday while in port or at sea, the Monday following shall be observed as such holiday. Any day that is a recognized holiday for the longshoremen in Continental U.S. ports shall also be a recognized holiday for the crew while in that particular port.

When a vessel is in Puerto Rico, the following three (3) days, which are recognized as holidays for long-shoremen in Puerto Rico ports, shall also be recognized as holidays for the crew while the vessel is in Puerto Rico.

1. Good Friday
2. July 17th (Munoz Rivera)
3. July 25th (Constitution Day)

SECTION 21. PREMIUM RATES, OVERTIME RATES, AND PENALTY RATES.

(a) PREMIUM RATES

Deck Department Rating	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Boatswain (SL 7's, SL 18's)			
Lash and Mariner	\$8.81	\$9.25	\$9.71
Boatswain	7.89	8.28	8.69
Carpenter	7.27	7.63	8.01
A.B. Maintenance	6.72	7.05	7.40
Quartermaster	6.23	6.55	6.93
Able Seaman	6.01	6.31	6.62
O.S. Maintenance	4.71	4.95	5.20
Ordinary Seaman	4.71	4.95	5.20
Engine Department Rating			
Chief Electrician (SL 7's, SL 18's Lash and Mariner)	9.51	10.00	10.59
Chief Electrician	9.26	9.72	10.21
Crane Mtn./Electrician	9.26	9.72	10.21
Electrician Reefer/Mtn.	8.26	8.72	9.21
Second Electrician	8.67	9.11	9.56
Engine Utility Reefer Mtn.	8.07	8.41	8.86
Refrigerating Engineer (when one is carried)	8.67	9.11	9.56
Refrigerating Engineer (when three are carried):			
Chief	7.95	8.35	8.77
First Assistant	7.59	7.97	8.37
Second Assistant	7.37	7.74	8.12
Q.M.E.D.	8.81	9.25	9.71
Plumber Machinist	7.95	8.35	8.77
Unlicensed Junior Engineer (Day)	7.59	7.97	8.37
Unlicensed Junior Engineer (Watch)	6.85	7.19	7.55
Deck Engineer	7.37	7.74	8.12
Engine Utility	6.94	7.29	7.65
Evaporator Maintenance	6.33	6.70	7.08
Oiler	6.01	6.21	6.52
Oiler (Diesel)	6.47	6.79	7.13
Watertender	6.01	6.31	6.62
Fireman/Watertender	6.01	6.31	6.62
Fireman	6.01	6.31	6.62
Wiper	5.60	5.88	6.18
Ship's Welder/Mtn.	7.37	7.74	8.12
Oiler/Maintenance Utility	6.47	6.79	7.13
General Utility Deck/Engine	5.60	5.88	6.18
Steward Department Rating			
Chief Steward (SL 7's, SL 18's, Lash and Mariner)	8.81	9.25	9.71
Steward/Cook	8.81	9.25	9.71
Chief Steward	7.89	8.28	8.69
Chief Cook	7.02	7.37	7.74
Cook & Baker	6.85	7.19	7.55
Second Cook	5.95	6.25	6.56
Third Cook	5.95	6.25	6.56
Assistant Cook	5.95	6.25	6.56
Messman	4.89	4.98	5.17
Utility	4.69	4.93	5.17

Except as otherwise provided, the Premium Rates set forth above shall be paid for all work performed on Saturdays, Sundays and Holidays. When specific rates are provided in this agreement for work done on Saturdays, Sundays and Holidays, those rates shall not be less than the Premium Rates in effect.

It is further agreed that the Company shall offer to all Deck and Engine Unlicensed Personnel possessing a Group I rating, a minimum of eight (8) hours during every weekend at sea, or pro-rata thereof, to cover situations when the ship is not at sea for a full weekend.

(b) OVERTIME RATES

Deck Department Rating	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Boatswain (SL 7's, SL 18's)			
Lash and Mariner	\$5.04	\$5.29	\$5.56
Boatswain	5.04	5.29	5.56
Carpenter	5.04	5.29	5.56
A.B. Maintenance	3.87	4.06	4.27
Quartermaster	3.87	4.06	4.27
Able Seaman	3.87	4.06	4.27
O.S. Maintenance	3.07	3.22	3.39
Ordinary Seaman	3.07	3.22	3.39
Engine Department Rating			
Chief Electrician (SL 7's, SL 18's, Lash and Mariner)	5.04	5.29	5.56
Chief Electrician	5.04	5.29	5.56
Crane Mtn./Electrician	5.04	5.29	5.56
Second Electrician	5.04	5.29	5.56
Engine Utility Reefer/Mtn.	5.04	5.29	5.56
Electrician Reefer/Mtn.	5.04	5.29	5.56
Refrigerating Engineer (when one is carried)	5.04	5.29	5.56
Refrigerating Engineer (when three are carried):			
Chief	5.04	5.29	5.56
First Assistant	5.04	5.29	5.56
Second Assistant	5.04	5.29	5.56

Q.M.E.D.	5.04	5.29	5.56
Plumber/Machinist	5.04	5.29	5.56
Unlicensed Junior Engineer (Day)	5.04	5.29	5.56
Unlicensed Junior Engineer (Watch)	5.04	5.29	5.56
Deck Engineer	5.04	5.29	5.56
Engine Utility	5.04	5.29	5.56
Evaporator Maintenance	5.04	5.29	5.56
Oiler	3.87	4.06	4.27
Oiler (Diesel)	3.87	4.06	4.27
Watertender	3.87	4.06	4.27
Fireman/Watertender	3.87	4.06	4.27
Fireman	3.87	4.06	4.27
Wiper	3.07	3.22	3.39
Ship's Welder/Mtn.	5.04	5.29	5.56
Oiler/Maintenance Utility	3.87	4.06	4.27
General Utility Deck/Engine	3.07	3.22	3.39
Steward Department Rating			
Chief Steward (SL 7's, SL 18's, Lash and Mariner)	5.04	5.29	5.56
Chief Steward	5.04	5.29	5.56
Steward/Cook	5.04	5.29	5.56
Chief Cook	5.04	5.29	5.56
Cook & Baker	5.04	5.29	5.56
Second Cook	3.87	4.06	4.27
Third Cook	3.87	4.06	4.27
Assistant Cook	3.87	4.06	4.27
Messman	3.07	3.22	3.39
Utility	3.07	3.22	3.39

Except as otherwise provided the rates set forth above shall be paid for all work in excess of eight (8) hours, Monday through Friday. For all work performed on watch in port, after 5 p.m. and before 8 a.m., Monday through Friday the following rates shall be applicable, except as otherwise provided.

Group 1	\$4.48
Group 2	3.44
Group 3	2.73

(c) PENALTY RATES

On Watch Mon. through Fri.	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	\$4.48		
Group 2	3.44		
Group 3	2.73		
On Watch Sat., Sun., Holidays			
Group 1 (SL 7's, SL 18's Lash and Mariner)	\$8.81	\$9.25	\$9.71
Group 1 (Standard)	7.89	8.28	8.69
Group 2	7.74	8.13	8.53
Group 3	6.14	6.45	6.77

The rates set forth above shall be paid for such work hereinafter defined in the contract.

(d) Departments and Groups shall be the basis for determining the applicable Group for a specific rating, as stated below.

Departments and Groups

Jobs aboard vessels covered by these rules are classified according to the following schedule of Departments and Groups.

DECK DEPARTMENT	
GROUP I-DAY WORKERS	
Boatswain	Deck Maintenance
Boatswain's Mate	Watchman-Day Work
Carpenter	Storekeeper
GROUP II-RATING WATCH STANDERS	
Quartermaster	Car Deckman
Able Seaman	Watchman-Standing Watch
ENGINE DEPARTMENT	
GROUP I	
Chief Electrician	Chief Ref. Eng'r.
1st, 2nd, 3rd Ref. Eng'r.	Chief Storekeeper
2nd Electrician	Evap. Maintenance Man
Unlic. Jr. Eng'r.-Day Work	Pumpman, 1 and 2
Unlic. Jr. Eng'r.-Watch	Engine Maintenance
Plumber-Machinist	Ship's Welder/Maint.
Electrician/Ref. Maint.	QMED
Crane M/T Electrician	Eng. Utility Reefer Maint.
GROUP II	
Deck Engineer	Watertender
Engine Utility	Fireman/Watertender
Oiler-Diesel	Fireman
Oiler-Steam	Oiler Maintenance/Utility
STEWARD DEPARTMENT	
GROUP I (S) RATED MEN	
Chief Steward-Passenger	2nd Steward-Passenger
Steward	Steward/Cook
GROUP I-RATED MEN	
Chef	2nd Cook and Baker
Cook and Baker	Butcher
Chief Cook	
GROUP II	
2nd Cook, 3rd Cook and Assistant Cook	
ENTRY DEPARTMENT	
GROUP III	
Ordinaries on Watch	General Utility Deck/Eng.
Wiper	O.S. Deck Maintenance
Utility Messman	Messmen
Waiters	General Steward's Utility

SECTION 22. COMMENCEMENT OF OVERTIME.

(a) When the watch below is broken out to report for work outside their regular schedule, overtime shall commence at the time stated for the call-out, provided, however, that such crew members report for duty within thirty (30) minutes of the time the overtime work commences. Otherwise, overtime shall commence at the

actual time such employee reports for duty and such overtime shall continue until the employee is released.

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

SECTION 23. CONTINUOUS OVERTIME. When working overtime on the watch below and crew is knocked off for two (2) hours or less, the overtime shall be paid straight through. Time allowed for meals shall not be considered as overtime in this clause.

SECTION 24. COMPUTATION OF OVERTIME. When overtime worked is less than one (1) hour, overtime for one (1) full hour shall be paid. When overtime exceeds one (1) hour, the overtime work performed shall be paid for in one-half (1/2) hour periods, and any fractional part of such period shall count as one-half (1/2) hour.

SECTION 25. CHECKING OVERTIME. No work specified in this Agreement as overtime work shall be performed unless authorized by the head of the particular department. After authorized overtime has been worked, the senior officer of the department on board will present to each employee who has worked overtime a slip stating hours of overtime and nature of work performed. An overtime book will be kept to conform with individual slips for settlement of overtime. Officers and men shall keep a record of all disputed overtime. No claim for overtime shall be valid unless such claim is presented to the head of the department within seventy-two (72) hours after completion of the work. When work has been performed and an overtime claim is disputed, the head of the department shall acknowledge in writing that the work was performed.

SECTION 26. PAYMENT OF OVERTIME. All money due for crew overtime shall be paid at the signing off. In the event payment of overtime is delayed by the Company beyond the twenty-four (24) hours after signing off articles, additional compensation shall be paid at the rate of ten dollars (\$10.00) a day for each calendar day or fraction thereof aforesaid payment of overtime wages is delayed. This shall not include disputed overtime being settled between the Union Representatives and the Company.

No claim for the above penalty shall be considered valid unless the failure to make such payment is made known to the Union within seventy-two (72) hours after the event.

SECTION 27. DIVISION OF WAGES OF ABSENT MEMBERS. (a) When members of the Unlicensed Personnel are required to do extra work because the vessel sailed without the full complement as required by vessel's certificate, under circumstances where the law permits such sailing, the wages of the absent members shall be divided among the men who perform their work, but no overtime shall be included in such payments.

(b) At sea, when day men are switched to sea watches and promoted for the purpose of replacing men who are injured or sick, they shall receive the differential in pay.

(c) When men standing sea watches are promoted for the purpose of replacing men who are injured or sick they shall receive the differential in pay only.

(d) In no event shall any member of the Unlicensed Personnel work more than eight (8) hours in any one day without the payment of overtime.

SECTION 28. MONEY DRAWS. Monies tendered for draws in foreign ports shall be made in United States currency failing which, traveler's checks shall be issued at the Company's expense, except where currency laws established in foreign countries prohibit such issuance.

When American money is aboard, crew advances shall be put out the day before arrival in port. Upon request the Unlicensed Personnel shall be granted advances at least once every five days, except on Saturdays, Sundays and Holidays, while the vessel is in port. Such advances shall be made available to the crew not later than 4 p.m.

SECTION 29. EXPLOSIVES. On vessels carrying explosives in excess of fifty (50) long tons as permitted by law, the Company agrees to pay each member of the Unlicensed Personnel, in addition to their regular monthly wage, ten percent (10%) per month of such wages from the time the loading of the explosive cargo is started until the explosive cargo is completely discharged.

When the Unlicensed Personnel is required to work explosives at any time, they shall be paid for such work in addition to their regular monthly wages at the rate of ten dollars (\$10.00) per hour.

For the purpose of this Agreement, explosives shall consist of the following items:

Nitro-Glycerine	Loaded Bombs
T.N.T.	Dynamite
Poison Gases	Loaded shells of one pound or over but not small arms ammunition.
Black Powder	
Blasting Caps	
Detonating Caps	

SECTION 30. PENALTY CARGOES. (a) When members of the Unlicensed Personnel are required to clean holds in which lead concentrates, coal, coke, or penalty cargoes are carried, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime. However, when holds have been cleaned by the Unlicensed Personnel after carrying penalty cargo, no

overtime for cleaning will be paid for subsequent cleaning of holds unless another penalty cargo is carried.

(b) For the purpose of this Agreement the following are classed as penalty cargoes:

IN BULK	
Bones	Caustic Soda
Green Hides	Soda Ash
Manure	Creosoted Lumber
IN BAGS OR BULK	
Super Phosphate	Bone Meal
Cyanide	Chloride of Lime
Cement	Lampblack
Greaves Cakes	Carbonblack
Saltcake	Sulphur
Gasoline in any manner	Copra (3,000 tons)

(c) When sulphur in the amount of twenty-five per cent (25%) or more of the deadweight carrying capacity is carried on a vessel, each member of the Unlicensed Personnel shall be paid extra compensation of ten dollars (\$10.00) per voyage.

SECTION 31. STANDBY WORK. When men are hired by the Company for standby work in port by the day, they shall be paid the Premium Rate for the respective ratings. Eight (8) hours shall constitute a day's work. All work performed in excess of eight (8) hours in any twenty four (24) hour period, or any work performed in excess of eight (8) continuous hours, shall be paid at the premium rate and one-half (1/2) for the respective ratings. Men hired to perform standby work shall perform any work which shall be assigned to them by their superior officer, and they shall not be subject to any work rules set forth in this Agreement.

When standby work in any particular department is to be performed, an effort shall be made to obtain men with ratings in such department if they are available and are competent to perform such work.

Any man hired for standby work who reports when ordered shall be paid a minimum of eight (8) hours of pay for the first day and a minimum of four (4) hours for each day's work thereafter.

This change shall not be interpreted to conflict with any understanding that the Union might have with a Company whose practice is to hire relief crews while the vessel is in port.

SECTION 32. LONGSHORE WORK BY CREW. In those ports where there are no longshoremen available, members of the crew may be required to drive winches for handling cargo or may be required to handle cargo. For such work, crew members shall be paid at the following rates Monday through Friday.

Group 1 (SL 7's, SL 18's, Lash and Mariner)	8.81
Group 1 (Standard)	7.89
Group 2	7.74
Group 3	6.14

On Saturday, Sunday and Holidays the following rates shall apply.

Group 1 (SL 7's, SL 18's, Lash and Mariner)	13.21
Group 1 (Standard)	11.84
Group 2	11.61
Group 3	9.21

On tankers which are carrying grain, when crew members are required to unfasten butterworth plate nuts and/or remove the butterworth plates for the purpose of loading or discharging grain cargo, or to replace butterworth plates and/or fasten nuts upon completion of grain cargo work, they shall be entitled to compensation as provided for in this section. This section shall not be so construed as to be applicable to any work where longshoremen are not available due to labor trouble.

The above shall not apply for securing or shoring up cargo or spotting booms for longshoremen.

SECTION 33. WORKING BALLAST. When members of the crew are required to discharge ballast other than water ballast out of the holds, or handle or discharge ballast on deck, including washing sand ballast off the decks with hoses, they shall be paid at the rate prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 34. 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, mail, undergoing repairs, fumigation, lay up, awaiting orders or berth, bunkering alongside of 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.

(b) 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.

(c) 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.

(d) Port time shall not apply while awaiting pilot, quarantine, partique, safe weather or tide.

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

SECTION 35. SHIFTING SHIP. (a) After the vessel's arrival in port as outlined in Article II, Section 34, any subsequent move in inland waters, bays, rivers and sounds shall be regarded as shifting ship and overtime at the applicable rate shall be paid for men on

duty while such moves are performed on Saturdays, Sundays and Holidays and after 5 p.m. and before 8 a.m., weekdays with the following exceptions:

- Port Alfred to Montreal or vice versa
- Port Alfred to Quebec or vice versa
- Montreal to Quebec or vice versa
- All moves from American ports to British Columbia ports or vice versa
- Montevideo to Buenos Aires to Rosario or points above or vice versa
- Boston to New York or vice versa
- Norfolk to Baltimore or vice versa
- New Orleans to Baton Rouge or vice versa

All moves between ports on the St. Lawrence Seaway and/or on the Great Lakes, West of Montreal, except those moves which are less than eighty (80) miles.

(b) Moves from Baltimore through the Chesapeake and Delaware Canal to Delaware River ports or vice versa, shall be considered a move of the ship and such work after 5 p.m. and before 8 a.m. or on Saturdays, Sundays, or Holidays, shall be paid for at the applicable rate.

(c) A move from Honolulu to Pearl Harbor or vice versa shall be considered a shift of the vessel.

(d) A move from Galveston to Houston or vice versa shall be considered a shift of the vessel.

SECTION 36. RESTRICTION TO SHIP. When a vessel has been in a foreign port where the crew was restricted to the ship and the Company claims that this restriction was enforced by the government of the port visited or either Federal, Military or Naval Authorities, the Company shall produce a copy of the restriction order of the government, Federal, Military or Naval Authorities. In lieu thereof, it may produce a proper entry in the official log book and must give sufficient notice in writing of the restriction to the Ship's Chairman. The notice shall also be posted on the crew's bulletin board. A letter from the Company's agents will not be sufficient proof of the existence of such an order. If the Company is unable to produce evidence as provided herein to satisfy the Union of the validity of such restriction, the crew shall be compensated for having been restricted to the ship by the payment of overtime for the period of the restriction at the applicable penalty rate.

When a restriction occurs because of quarantine, immigration or customs procedures, a proper Log entry shall suffice.

SECTION 37. SECURITY WATCHES. If Unlicensed Crewmembers are required to stand security watches in port by order of Federal, Military or Naval authorities in the United States-controlled ports, or by foreign government authorities in other ports, they shall be paid overtime for all such watches stood between the hours of 5 p.m. and 8 a.m., Monday through Friday.

SECTION 38. SAILING BOARD TIME. (a) 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.

(b) 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 overtime at the regular rate for such reporting.

If the new sailing time is not posted within the two (2) hour period, the watch off duty shall receive overtime at the regular rate 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 overtime 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.

(c) 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, the regular overtime rate in effect will be paid from the time the watch below is required to return until the time the vessel sails or 8 a.m. Monday, whichever is earlier.

(d) 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 unlicensed crew member by an authorized Deck or Engine officer, 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 unlicensed crew member, then the unlicensed crew members shall be guided by the posted sailing time.

(e) Each unlicensed crew member 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 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 unlicensed crew member having left the vessel.

(f) If at the time of the telephone call the answer is that there has been no change, then the unlicensed crew member can rely on the departure time as set forth on the sailing board when he left the vessel. If in response to the telephone call the unlicensed crew member is advised that the departure time has been changed, he will report one (1) hour before the new scheduled departure time.

(g) When unlicensed crew members 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 loading or discharging cargo or loading of stores or bunkers even if it occurs after 8 a.m. on Monday (or Tuesday if Monday is a Holiday), they will be paid overtime at the regular rate as provided above.

(h) If the vessel in fact sails within two (2) hours from the posted sailing time, pursuant to which the unlicensed crew member reported back on the vessel, there will be no penalty payment required.

(i) All unlicensed crew members shall report aboard at least one (1) hour before the scheduled sailing time. In the event any unlicensed crew member fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement. If the original crew member reports after the Company has called a replacement, the man shipped by the Union as such replacement shall receive two (2) days pay from the crew member who was late in reporting for duty.

(j) When a Company orders a replacement for which there is no vacancy on the vessel, the Company shall reimburse the seaman the equivalent of two (2) days pay plus transportation charges.

SECTION 39. SECURING VESSEL FOR SEA. All vessels of the Company must be safely secured before leaving the harbor limits for any voyage.

Vessels sailing in the daytime must be safely secured before leaving the harbor limits. In the event the vessel is not safely secured before reaching the harbor limits, the vessel shall proceed to a safe anchorage and be secured before proceeding to sea. Vessels sailing after dark shall be safely secured before leaving the dock or may proceed to a safe anchorage to secure vessel before proceeding to sea. When lights can be maintained on the after deck, gear and hatches may be secured on this deck enroute to anchorage.

If the foregoing is not complied with, extra compensation at the flat rate of ten dollars (\$10.00) shall be paid to each member of the Deck Department involved in the securing. Such extra compensation shall be in addition to any overtime received when on overtime hours. In surf ports and outports, the customary practice of squaring away booms will be considered in compliance with this Section.

SECTION 40. LAUNCH SERVICE. When a ship is anchored or tied up to a buoy for eight (8) hours or over, for the purpose outlined in Article II, Section 34, each member of the Unlicensed Personnel while on his watch below shall be allowed one (1) round trip to shore at the Company's expense every twenty four (24) hours.

The Master shall use his own judgment and if in his opinion, the conditions are not safe, he shall not provide launch service. However, he shall as usual make his entries in the log as to the weather conditions and advise ship's chairman accordingly. He shall get other data if possible, such as weather reports to further back his decision.

When launch service is arranged for by the Company, the schedule shall be such that each and every member shall be given opportunity for a round trip as called for herein on his watch below.

In ports where regular boat service is not available, members of the crew may make their own arrangements for transportation and the Company agrees to reimburse either the crewmember or the owner of the boat up to five dollars (\$5.00) per round trip per man carried once every twenty four (24) hours.

SECTION 41. REST PERIODS. (a) When the ship is under port working rules and sea watches have not been set and members of the Unlicensed Deck and Engine Personnel off duty are required to work overtime between midnight and 8 a.m., they shall be entitled to one (1) hour of rest for each hour actually worked. Such rest period shall be given at any time during the same working day. The rest period shall be in addition to cash overtime allowed for such work. If such rest period is not given, the men shall be entitled to overtime at the applicable penalty rate in lieu thereof. This shall not apply when sea watches are set the same day and before the rest period is completed.

This section shall not apply to men turning to on overtime at 6 a.m. or after.

(b) On days of arrival, if members of the Unlicensed Deck or Engine Personnel off duty are required to perform work between midnight and 8 a.m., they shall be entitled to one (1) hour of rest for each hour worked. If such period of rest is not completed at 5 p.m. of the same day, penalty overtime shall be allowed for the uncompleted portion of such rest period.

(c) This section shall apply in the case of day workers, both at sea or in port.

(d) Where a seaman is entitled to a rest period under the provisions of Section 41, such rest period shall be granted during the time that he would normally be required to work in order to complete his working day.

SECTION 42. FRESH PROVISIONS. (a) An adequate supply of fruit juices shall be provided for the Unlicensed Personnel. Fresh fruit and vegetables will be furnished at every port touched where available, and

if supply is possible, a sufficient amount to last until the next port or to last until the food would ordinarily, with good care, spoil. Shore bread shall be furnished at all U.S. ports when available.

Frozen foods shall be considered the equivalent of and serve the same purpose as fresh foods.

(b) (1) Vessels making a foreign voyage shall store canned whole fresh milk at the rate of one (1) pint per man per day for the duration of the voyage.

(2) While a vessel is in Continental U.S. ports, fresh milk from local dairies is to be served three (3) times a day. Prior to a vessel departing from any domestic ports, going to another domestic port and/or a foreign port, forty (40) gallons of local fresh milk must be placed on board.

(3) After departure from the last Continental U.S. port and the supply of fresh local milk has been consumed, canned whole fresh milk is to be served at breakfast only while at sea.

(4) While in a foreign port, canned whole fresh milk is to be served three times a day as per agreement.

(5) No purchase of milk shall be made in foreign ports while canned whole fresh milk is available.

(c) If milk is provided for persons other than crewmembers, then additional milk must be supplied for such use.

SECTION 43. ROOM AND MEAL ALLOWANCE.

When board is not furnished unlicensed members of the crew, they shall receive a meal allowance of two dollars (\$2.00) for breakfast, three dollars (\$3.00) for dinner and five dollars and fifty cents (\$5.50) for supper. When men are required to sleep ashore, they shall be allowed ten dollars and fifty cents (\$10.50) per night.

Room allowance, as provided in this Section, shall be allowed when:

1. Heat is not furnished in cold weather. When the outside temperature is 65 degrees (65°) or lower for eight (8) consecutive hours, this provision shall apply.

2. Hot water is not available in crew's washroom for a period of twelve (12) or more consecutive hours.

3. On air conditioned vessels, when the room temperature is seventy eight degrees (78°) or above, and the air conditioning unit does not work in excess of eight (8) hours, this provision shall apply. If fans are installed the penalty shall not be invoked. If fans do not now exist suitable arrangement shall be made with the Union and Company for their installation.

4. Crew's quarters have been painted, and paint is not absolutely dry, and other suitable quarters are not furnished aboard.

5. At all times when vessel is on dry dock overnight and sanitary facilities are not supplied.

6. Linen is not issued upon men's request prior to 6 p.m. on the day the seaman joins the vessel.

7. Vessel is being fumigated and is not cleared before 9 p.m.

8. Men standing midnight to 8 a.m. watch on the same day the vessel is fumigated shall be entitled to room allowance regardless of when the vessel is cleared.

9. Work such as chipping, welding, riveting, hammering or other work of a similar nature is being performed in or about the crew's quarters between 8 p.m. and 6 a.m.

If such work outlined in (9) above is being performed in or around the quarters of the men who stand donkey watches, such men will be provided with other quarters or room allowance will be allowed.

NOTE: Penalties claimed for lack of heat, air conditioning, hot water, etc., or because of noise as defined in (9) above, must be recorded on an eight (8) hour basis with the Ship's Master or other proper department head. Dates, time of reporting, and temperatures involved should be made part of such record.

SECTION 44. MEAL HOURS. RELIEVING FOR MEALS. The meal hours for the Unlicensed Personnel employed in the Deck and Engine Department shall be as follows:

Breakfast	7:30 a.m. to 8:30 a.m.
Dinner	11:30 a.m. to 12:30 p.m.
Supper	5:00 p.m. to 6:00 p.m.

(a) At sea or in port, the 4 to 8 watch shall relieve itself for supper.

(b) The 12 to 4 watch on sailing day is to be knocked off at 11 a.m. in order to eat at 11:30 a.m. and to be ready to go on watch at 12 noon.

(c) These hours may be varied, but such variations shall not exceed one (1) hour either way, provided that one (1) unbroken hour shall be allowed at all times for dinner and supper when vessel is in port. When watches are broken, if one (1) unbroken hour is not given, the men involved shall receive one (1) hour's overtime in lieu thereof. This penalty hour shall be in addition to the actual overtime worked during the meal hours.

(d) When crew is called to work overtime before breakfast and work continues after 7:30 a.m., a full hour shall be allowed for breakfast, and if breakfast is not served by 8 a.m., overtime shall continue straight through until breakfast is served.

(e) If one (1) unbroken hour is not given, the men involved shall receive one (1) hour's overtime in lieu thereof.

(f) When the watch below or men off duty are working on overtime at sea or in port, they shall be allowed one (1) unbroken meal hour. If one (1) unbroken meal hour is not given, the men involved shall receive one (1) hour's overtime in lieu thereof, which shall be in addition to the actual overtime worked during the meal hour. The provisions in this section shall be applicable at all times at sea or in port to men on day work.

(g) All penalty meal hours shall be paid at the applicable penalty rate.

SECTION 45. MIDNIGHT LUNCH. (a) If the crew works as late as 9 p.m., coffee and night lunch shall be provided. If work continues after 9 p.m. fifteen (15) minutes shall be allowed for the coffee and night lunch, which time shall be included as overtime.

(b) If crew starts work at or before 9 p.m. and works continuous overtime until midnight, the men shall be provided with a hot lunch at midnight. If the work continues after midnight one (1) unbroken hour shall be allowed for such hot lunch. If this unbroken hour is not allowed the men involved shall receive one (1) hour penalty overtime in lieu thereof, which shall be in addition to the actual overtime worked during the hot lunch hour.

(c) If crew is broken out after 9 p.m. and works continuously for three (3) hours, a hot lunch shall be provided at the expiration of the three (3) hours if the work is to be continued. Otherwise, a night lunch shall be provided. An unbroken hour shall be allowed for the hot lunch and if such unbroken hour is not allowed the men shall receive one (1) hour penalty overtime in lieu thereof, which shall be in addition to the actual overtime worked during the hot lunch hour.

(d) If crew works as late as 3 a.m., coffee and night lunch shall be provided and if work continues after 3 a.m., fifteen (15) minutes shall be allowed for coffee and night lunch, which time shall be included as overtime.

(e) If crew works as late as 6 a.m., coffee shall be provided and if work continues after 6 a.m., fifteen (15) minutes shall be allowed for coffee, which time shall be included as overtime.

(f) When a vessel is scheduled to depart at midnight, the midnight lunch hour may be shifted one (1) hour either way.

(g) In the event the midnight lunch is not served the men involved shall be paid the supper meal allowance in addition to the overtime provided for in paragraphs (b) and (c) above.

SECTION 46. COFFEE TIME. (a) All hands shall be allowed fifteen (15) minutes for coffee at 10 a.m. and 3 p.m., or at a convenient time near those hours.

(b) When the crew is entitled to the thirty (30) minutes readiness period under Article II, Section 22, coffee shall be made by the watch or watchman and be ready at the time of calling, and allowed during the thirty (30) minutes of readiness period.

SECTION 47. CREW'S QUARTERS. All quarters assigned for the use of the Unlicensed Personnel are to be kept free from vermin insofar as possible. This is to be accomplished through the use of extermination facilities provided by the Company, or fumigating the quarters every six (6) months with gas.

SECTION 48. CLEANLINESS OF QUARTERS. The Unlicensed Personnel shall cooperate to the fullest in order to keep their respective living quarters clean and tidy at all times.

SECTION 49. CREW EQUIPMENT. The following items shall be supplied the Unlicensed Personnel employed on board vessels of the Company.

1. A suitable number of blankets.
2. Bedding consisting of two white sheets, one spread, two white pillow slips, which shall be changed weekly.
3. One face towel and one bath towel which shall be changed twice weekly.
4. One cake of standard face soap such as Lux, Lifebuoy or Palmolive soap with each towel change.
5. One box of matches each day.
6. Suitable mattresses and pillows shall be furnished but hair, straw or excelsior shall not be suitable. As mattresses now on board wear out, they shall be replaced by innerspring mattresses.
7. All dishes provided for the use of Unlicensed Personnel shall be crockery.
8. One cake of laundry soap, one cake of lava soap, one box of washing powder weekly.
9. Sanitubes shall be available for the Unlicensed Personnel at all times.
10. Cots shall be supplied to the crew while in the tropics, except on fully air conditioned vessels.
11. Two twelve-inch fans shall be furnished in forecastles occupied by two or more Unlicensed Personnel, and one sixteen-inch fan in all forecastles occupied by one member of the Unlicensed Personnel. This shall not apply to air-conditioned vessels.

Any member wilfully damaging or destroying linen shall be held accountable for same. When full linen is not issued, men shall receive two dollars (\$2.00) each week for washing their own linen. The Steward shall not issue clean linen to any individual crew member until such member has turned in his soiled linen.

SECTION 50. VENTILATION. All quarters assigned to the Unlicensed Personnel and all messrooms provided for their use shall be adequately screened and ventilated and a sufficient number of fans to secure ventilation shall be provided.

SECTION 51. MESS ROOM. Each vessel shall be furnished with a messroom for the accommodation of the crew, such messroom or messrooms to be in each case so constructed as to afford sitting room for all and to be so situated as to afford full protection from the weather and from heat and odors arising from the vessel's engine room, fireroom, hold and toilet.

SECTION 52. WASHROOMS. Adequate washrooms and lavatories shall be made available for the Unlicensed Personnel of each department, washrooms to be equipped with a sufficient number of hot and cold fresh water showers.

SECTION 53. LOCKERS. A sufficient number of lockers shall be provided so that each employee shall have one (1) locker of full length whenever space permits, with sufficient space to stow a reasonable amount of gear and personal effects.

SECTION 54. UNIFORMS. In the event a man is required to wear a uniform, other than provided for in Article V, Section 29, he shall furnish his own uniform and shall be paid an additional twelve dollars and fifty cents (\$12.50) per month for same.

SECTION 55. ELECTRIC REFRIGERATOR, ELECTRIC WASHING MACHINE AND ELECTRIC CLOTHES DRYER. An electric washing machine and refrigerator shall be furnished for the use of Unlicensed Personnel on all vessels. If sufficient space and electric power is available, an electric clothes dryer shall also be provided for the use of Unlicensed Personnel. On vessels presently without clothes dryers, preparations will be made for installation upon arrival at the Continental United States port where suitable dryers are available, provided the above mentioned conditions are met. The location of these items shall be determined by the Company. Any necessary repairs requiring replacement parts may be withheld until the vessel arrives at a port where parts are available.

SECTION 56. JURY AND PORTAL TOILETS.

When necessary, jury toilets shall be rigged in an area most suitable to comply with proper sanitary standards.

When portal toilets are required, those ratings normally assigned to sanitary duties such as: wiper, ordinary seamen, messmen may be required to mop and provide the sanitary supplies for such units during routine hours without the payment of overtime. However, any work involving removal or replacement of the tanks shall be paid at the applicable overtime rate. The proper department head shall determine the need for tank changes in keeping with proper sanitary standards.

SECTION 57. TRANSPORTATION AND PAYING OFF PROCEDURE.

1. (a) Vessels in the bauxite trade or on foreign voyages shall be signed on for one (1) voyage for a term not exceeding nine (9) calendar months. Vessels in the Far East trade shall be signed on as herein stated except that the term of time may be twelve (12) calendar months.

If a replacement is available, seamen on all vessels on foreign articles that remain outside the Continental United States for a period in excess of six (6) months shall have the option of terminating his employment and requesting transportation, one day's pay, and ten dollars and fifty cents (\$10.50) meal allowance upon having attained six (6) months employment on the existing set of articles, unless the vessel is scheduled to depart for the Continental United States within ten (10) days after arrival at the next port of call. The six (6) months period shall be calculated on the existing set of articles and shall not include any time accumulated from a previous set of articles. This paragraph applies only to seamen joining the vessel in the Continental United States. Companies operating vessels in shuttle service shall have the option of terminating articles after six (6) months.

(b) It is also agreed that the Articles shall terminate at the final port of discharge in the Continental United States, unless another port is mutually agreed to between the Company and the Union. If the final port of discharge is located in an area other than the area in the Continental United States, in which is located the port of engagement, economy class air transportation shall be provided to only those men who leave the vessel, plus wages and subsistence to port of engagement in Continental United States. At the seaman's option, cash equivalent of the actual cost of economy class air transportation shall be paid.

However, if the vessel returns to the area wherein the port of engagement is located he shall receive only transportation from the port in which he is paid off to the original port of engagement.

(c) If the vessel departs from the final port of discharge within ten (10) days after inbound cargo is completely discharged to return to the port of engagement, the above shall not apply.

Once a crewmember has made the initial foreign voyage and earned transportation, the transportation remains payable so long as he pays off in another area other than the area wherein is located his original port of engagement.

If the new foreign articles are signed, transportation provisions shall not apply till termination of the Articles.

(d) For the purpose of this Section, the Continental United States shall be divided into eight (8) areas—Pacific Northwest; California; Atlantic Coast Area North of Cape Hatteras; Atlantic Coast Area South of Cape Hatteras; the Gulf Coast Area, the State of Alaska, the Western Great Lakes Area; the Eastern Great Lakes Area. The dividing line between the Western and Eastern Great Lakes shall be the Mackinac Straits Bridge and the Sault Ste. Marie Locks.

Hawaii becoming a state does not constitute an additional area for the purpose of transportation, however seamen shipped in Hawaii who are paid off in the Continental United States and who are entitled to transportation under other provisions of this contract shall receive transportation to San Francisco.

(e) It is further agreed that in the event a ship returns light or in ballast to the Continental United States, articles shall terminate at first port of arrival in accordance with voyage description set forth in the articles, except that when the arrival at the first port is for the purpose of securing additional bunkers, stores, or making emergency repairs of not more than seven (7) days duration, articles shall continue until the vessel can proceed to another Continental United States port.

2. (a) Vessels making a voyage to Bermuda, Mexico,

West Indies, including Cuba, Canada, Newfoundland, and/or coastwise in any order, either direct or via ports shall be signed on for one (1) or more continuous voyages on the above-described route or any part thereof and back to a final port of discharge on the Atlantic or Gulf Coast of the Continental United States for a term of time not exceeding six (6) calendar months.

(b) When a vessel is on domestic articles or harbor payroll prior to proceeding on a foreign voyage a member of the Unlicensed Personnel shall not be entitled to transportation to the port of engagement if he fails to make the foreign voyage, unless the Company terminates his employment through no fault of his own.

(c) If the port where the articles are finally terminated is located in an area other than the area in the Continental United States in which is located the port of engagement economy class air transportation shall be provided to those men only who leave the vessel, plus wages and subsistence to port of engagement in Continental United States. At the seaman's option, cash equivalent of the actual cost of economy class air transportation shall be paid. If the vessel departs from the final port of discharge within ten (10) days after inbound cargo is completely discharged to return to the port of engagement, the above shall not apply.

However, if the vessel returns to the area wherein the port of engagement is located he shall receive only transportation from the port in which he is paid off to the original port of engagement.

The crewmember shall be entitled to transportation regardless of the number of voyages he makes once transportation has been due him as long as he pays off in an area other than an area wherein is located the original port of engagement.

(d) For the purpose of this section, the Continental United States shall be divided into five areas: Pacific Northwest, California, Atlantic Coast area, North of Cape Hatteras, Atlantic Coast area, South of Cape Hatteras and the Gulf Coast area.

(e) It is also agreed that the transportation provisions contained herein shall not apply until the articles are finally terminated.

3. Any member of the Unlicensed Personnel will be allowed to pay off the vessel in any port in Continental United States or Puerto Rico upon twenty four (24) hours notice to the Master, prior to the scheduled sailing of the vessel. However, where a vessel is expected to arrive and depart on a weekend, such notice shall be given not later than 1 p.m. on Friday.

The Master shall be allowed to discharge any member of the Unlicensed Personnel upon twenty four (24) hours notice. If the seaman exercises his rights to be paid off, as provided for in this paragraph, transportation provisions shall not be applicable. If the Master exercises his right to discharge a seaman as provided for in this paragraph, transportation provisions shall not be applicable. Should the Union object to the discharge, the matter shall be handled in accordance with grievance procedure.

4. Seamen originally joining a vessel in Alaska and who are paid off in a Continental United States port and who are entitled to transportation under provisions of this contract shall receive transportation to the port of Seattle.

5. Applicable operations shall be effective on G.A.A. vessels.

SECTION 58. RETURN TO PORT OF ENGAGEMENT. (a) In the event a ship of the Company is sold, interned, lost, laid up, run aground or is stranded and the crew is required to leave the vessel by reason thereof, the crew shall be given transportation back to the port of engagement with subsistence, room and wages, at the time of payoff, as per Article II, Section 59, of this Agreement. When room and subsistence is not furnished aboard the vessel, room and meal allowance will be paid as prescribed in Article II, Section 43, until crew is furnished repatriation by train, vessel or commercially operated airplanes, equivalent to the equipment of a regularly scheduled airline, or in the event such airplane transportation is not equivalent to a regularly scheduled airline, they shall be paid the difference in cash.

(b) The port of engagement of the seaman is the port in the Continental United States where he was first employed by the Company for the vessel involved. It is agreed that where a seaman quits and a replacement is obtained in the Continental United States port, the replacement's port of engagement shall be the same as the seaman he replaced except that the replacement would be entitled to transportation to his port of engagement if the ship is laid up and he is laid off.

(c) When a seaman is entitled to transportation under this Agreement, he shall receive the cash equivalent of available economy class air transportation including tax to his port of engagement. If the vessel lays up in a port outside the area where the seaman originally joined the vessel, he shall be entitled to one (1) day's pay and ten dollars and fifty cents (\$10.50) subsistence, in addition to his transportation. In ports close together such as, but not limited to, New York to Philadelphia, Seattle to Longview, or New Orleans to Baton Rouge or vice versa, bus or rail transportation may be used as mutually agreed to by the Union and Company representatives at the pay-off.

(d) On vessels where the Unlicensed Personnel are not properly advised in writing prior to the signing of articles that the vessel is to be sold, transferred, or scrapped, the Company shall be responsible for any excess baggage charges incurred in repatriation for the seaman's personal gear and tools, normally used in the performance of his duties. Personal gear shall not include musical instruments, hi-fi or T.V. sets, radios and accessories acquired during the voyage.

SECTION 59. TRAVELING. Members of the Union,

when transported by the Company during the course of their employment, shall be provided with economy class air travel. Where meals are not provided by the carrier, subsistence shall be paid as per Article II, Section 43: breakfast two dollars (\$2.00), three dollars (\$3.00) for dinner, and five dollars and fifty cents (\$5.50) for supper. When traveling by ship is involved, men shall be provided with second class transportation or the cash equivalent thereof.

SECTION 60. VESSEL IN IDLE STATUS. When a vessel is inactive in a United States port for any reason for a period of seven (7) days or less, the Unlicensed Personnel shall be kept on board at the regular monthly rate of pay. However, when it is expected that said vessel will be idle for a period in excess of seven (7) days, the Unlicensed Personnel may be reduced on arrival. Should the vessel resume service within seven (7) days, the vessel's Unlicensed Personnel who return to the vessel, shall receive wages, room and meal allowances for the period for which they were laid off.

SECTION 61. FULL COMPLEMENT WHILE CARGO IS BEING WORKED. A full complement of Unlicensed Personnel shall be maintained aboard vessel at all times cargo is being worked.

The Company shall be in compliance with this section when there is less than a full complement, Saturdays, Sundays and on Holidays, due to voluntary termination, to discharge for cause or absence of members of the Unlicensed Personnel who should have normally been on duty. Likewise, compliance shall be in effect when there is less than a full complement aboard due to a condition arising as the result of a marine casualty.

SECTION 62. MANNING SCALE. It is agreed and understood that the present manning scale carried on the Company's vessel shall not be changed unless such changes are mutually agreed to by both the Union and the Company. It is mutually agreed that if the Company makes any change in the manning scale of Licensed Personnel either from the initial complement on a newly built or acquired vessel or from the present complement on vessels owned and/or operated by the Company on the date of this contract, the Union has the right to negotiate concerning any effect that such change may have on the Unlicensed Crew.

SECTION 63. INTERNATIONAL DATE LINE. If a vessel crosses the International Date Line from east to west, and a Saturday, Sunday or Holiday is lost, all day workers shall observe the following Monday or the day following a Holiday. Watch standers will be paid overtime in accordance with the principle of Saturday and Sunday overtime at sea. If the Sunday which is lost is also a Holiday, or if the following Monday is a Holiday, then the following Monday and Tuesday shall be observed.

However in crossing the International Date Line from west to east, if an extra Saturday, Sunday or Holiday is picked up, only one of such Saturdays, Sundays or Holidays shall be observed and all crew members will be required to work without overtime on the so-called second Saturday, Sunday or Holiday, provided that if Sunday is also a Holiday, the Sunday which is picked up shall be observed as such Holiday.

SECTION 64. NEW EQUIPMENT NOT CARRIED AT PRESENT, NEW CONSTRUCTION AND RECONVERSION. In the event the Company is to build new ships, acquire new ships or convert old ships, it is agreed that prior to the commencement of construction or conversion, the Union and the Company shall meet to negotiate manning scales, quarters, recreational facilities and all equipment and provisions to be furnished for, or used by the Unlicensed Personnel.

SECTION 65. CALENDAR DAY. For the purpose of this Agreement, the calendar day shall be from midnight to midnight.

SECTION 66. WAR ZONE. In case any vessel of the Company traverses waters adjacent to or in the proximity of a declared or undeclared war or a state of hostilities, it is hereby agreed that a petition on the part of the Union for the opening of negotiations for added remuneration, bonuses, and/or insurances, shall in no way be deemed cause for the termination of this Agreement.

SECTION 67. COPIES OF AGREEMENTS TO BE FURNISHED. Copies of this Agreement shall be furnished to the Master, Chief Engineer and Chief Steward, who in turn shall supply each Departmental Delegate with a copy at the commencement of each voyage.

SECTION 68. LOGGING. Where the Master exercises his prerogative under maritime law by logging a man for missing his regular work or watch, he shall not log the man more than one (1) day for one (1) day. This section shall not be deemed to prejudice the authority of the Master, or the requirements of obedience of the crew, described elsewhere in this contract, except as specifically herein provided.

SECTION 69. RETURN OF DECEASED SEAMAN. If a seaman dies at any time during the voyage, the Company shall so notify the next of kin as designated on the shipping articles. In the event a seaman dies in a port not in the Continental United States, or if he dies at sea and his body is delivered to a port not in the Continental United States, in which port, facilities for preservation of the body for shipment and burial are available, and there are no legal restrictions contrary thereto, if the said next of kin requests the return of the body and agrees to assume responsibility for the body at the port of engagement, the Company shall defray the total cost of preserving and returning

the body to the original port of engagement.

SECTION 70. TIME OFF-FREIGHT VESSELS. (a) Upon completion of a foreign, nearby foreign, inter-coastal, or coastwise voyage, all of the assigned Unlicensed Personnel who will remain on board and make the next voyage shall have time off (not to exceed eight (8) working hours) in the payoff port or such other ports as may be mutually agreed upon between the Master and the Crewmember. The voyage shall commence at the time of signing of articles (foreign, nearby foreign, intercoastal or coastwise) and continue until articles are terminated. In nearby foreign and coastwise trade, this time off need not be granted more often than once in each thirty (30) day period.

It is understood that the Company is obligated to hire replacements for those relieved if necessary to maintain proper safety standards and services, and if the vessel is in a port where the Union maintains a hiring hall and qualified personnel are available. It is further understood that the number of replacements is within the complete discretion of the Company. Such replacements are to be paid at existing stand-by rates and shall be governed by the work rules defined in Article II, Section 31. However, the foregoing shall not be construed to affect in any way the established practice of companies with Shore Gauges. This provision shall not be applicable during annual inspections.

1. If a man selects a port for time off where it is impossible to grant eight (8) hours off, he only gets what is available and no accumulation is carried forward.
2. If members of the Steward Department are off while the vessel is not feeding, no overtime is payable to them.
3. In the Deck Department, those accepting time off under this Section shall not be required to report for shifting of ship during time off or during their watch below.
4. Alternation of time off may be applied in the Deck Department provided the vessel's stay in port is long enough to comply with the intent of the time off Section.
5. Where the seaman does not receive his day off as required above, he shall receive one (1) day's pay in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (1/2) day's pay in lieu thereof. This clause shall not apply where the seaman has accepted overtime in lieu of time off nor when time off was offered by the Company and refused.
6. Qualified day workers may be required to relieve watch-standers for purposes of time off. They shall be paid at their respective overtime rates after 5 p.m. and before 8 a.m., Monday through Friday, and at their premium rates on Saturdays, Sundays and Holidays.

7. The penalties defined in Item 5 above shall not be applicable for the current voyage if the vessel lays up in the port of payoff.

(b) An circumstances permit, on all vessels which are shuttling, all Unlicensed Personnel who will remain on board, shall be entitled to time off (not to exceed eight (8) hours) upon completion of each sixty (60) days of employment in such port as is mutually agreed upon between the Master and the Crewmember. The voyage shall commence upon the signing of the articles and continue until the articles are terminated. When the seaman does not receive the day(s) off as required above, he shall receive one (1) day's pay for each day or days in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (1/2) day's pay in lieu thereof. The receipt of payment in lieu of day(s) off shall be contingent upon the seaman's completion of the articles.

SECTION 71. AWNINGS AND COTS. All freight-ships, except those on regular North Atlantic runs, and Alaska Coastwise runs, shall be provided with awnings aft, with the exception of vessels equipped with facilities on deck of the same nature. On fully air-conditioned vessels, there shall be no requirements for the issuance of cots or the installation of awnings.

SECTION 72. TELEVISION SETS. (a) The Company shall provide a television set for the Unlicensed Personnel on all vessels covered by this Agreement.

(b) Such television set shall be a nationally known brand with no less than twenty-one inch (21") black and white screen. When the T.V. set which is presently in use on the Company's vessels, requires replacement, the Company will provide a nationally known brand T.V. with no less than twenty-one inch (21") color screen. The maintenance and repair of these sets, including the antennas shall be the responsibility of the Company. The Company shall not be responsible for damage caused by the improper acts of any Unlicensed Crew Member.

SECTION 73. CREW'S WAGES. Unlicensed Personnel will be paid on a day for day basis on all contracted vessels, regardless of the type of voyage.

SECTION 74. PYRAMIDING OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE III

DECK DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Deck Department, when the respective ratings are carried, shall be as follows:

	Monthly Rate 6/15/73	Monthly Rate 6/15/74	Monthly Rate 6/15/77
Boatwain (SL 7's)			
SL 10's Lash and			
Mariner	\$1025.85	\$1075.08	\$1128.85

Boatswain	905.58	860.86	998.40
Carpenter	823.13	874.53	918.57
A.B. Maintenance	769.26	808.45	848.87
Quartermaster	726.21	782.52	809.65
Able Seaman	663.46	723.93	790.35
O.S. Maintenance	578.14	604.94	645.19
Ordinary Seaman	538.92	565.87	594.16

* When the Carpenter is required, in writing, by the Company, to furnish his own tools, he shall be paid \$20.00 in addition to his base wage.

SECTION 2. DIVISION OF OVERTIME. All overtime shall be divided as equally as possible among the members of the Deck Crew. In any event, the Boatswain shall be allowed to make as many hours overtime as the high man's overtime hours in the Deck Department, except where such overtime has been paid for routine sea watches. The Boatswain shall have the right to stand gangway watch in turn with the rest of the Deck Department. If he fails to exercise such right he has no claim for high man's overtime.

On vessels carrying the specific rating of "Quartermaster," whose routine duties include the standing of gangway watches, the Boatswain or any other Unlicensed Deck Department Member shall not be required to stand gangway watches where "Quartermasters" are available for such assignment. If the Boatswain is required to work with and supervise the watch on deck, Saturdays, Sundays or Holidays, for which the watch on deck receives additional overtime; he shall receive the same amount of overtime per hour as paid to a member of the watch on deck or his premium rate, whichever is higher.

SECTION 3. DIVISION OF WATCHES. (a) The sailors while at sea shall be divided into three (3) watches which shall be kept on duty successively for the performance of ordinary work incidental to the sailing and maintenance of the vessel.

(b) Except where mutually agreed between the Union and the Company, not less than three (3) seamen shall constitute a complete sea watch at all times. When any of these three (3) ratings are missing, and the watch is not complete, the wages equivalent to the rating that is missing from the watch shall be paid to the other member or members making up the remainder of the watch.

(c) When the watch below is called out to work, they shall be paid overtime for such work at the rates specified in the Agreement except for such work as defined in Article II, Section 18.

SECTION 4. BOATSWAIN OR CARPENTER STANDING WATCH. (a) If the Boatswain or Carpenter is required to stand watch due to a shortage of men, such watches stood between the hours of 5 p.m. and 8 a.m., Monday through Fridays, and from midnight to midnight on Saturdays, Sundays or Holidays, shall be paid for at their applicable rate. However, all such watches shall be in addition to their regular duties as Boatswain or Carpenter. In such cases, there shall be no division of wages.

(b) An A.B. Maintenance may be required to replace any Unlicensed Member of the Deck Department when said member is sick or missing, without the payment of overtime, Monday through Friday.

(c) On vessels where the Boson is listed on the manning scale as a Boson/O.S. or Boson/A.B., he shall be assigned to the 8 to 12 watch. On Monday through Friday, he shall be paid a minimum of two (2) hours overtime at the regular overtime rate between the hours of 1 p.m. and 5 p.m. for supervising and/or working with the watch on deck. If the work involved requires payment of a higher rate of overtime, such rate shall be applicable.

Boson/Watchstanders shall be assigned to work with the watch below at all times. At such time a qualified member of the watch below will be assigned to perform the routine watch duties of the Boson.

SECTION 5. SETTING WATCHES. Sea watches shall be set not later than noon on sailing day. When the vessel sails before noon, watches shall be set when all lines are on board and vessel is all clear of the dock.

SECTION 6. BREAKING WATCHES AND WORK IN PORT. (a) In all ports, watches shall be broken except in those ports where stay of vessel will not exceed twenty four (24) hours, then watches shall run consecutively.

Any part of a sea watch from midnight until 8 a.m. on day of arrival, shall constitute a complete watch. This shall not apply to men required for gangway watch. When arrival occurs on a Saturday, Sunday or Holiday, overtime shall only be paid for hours actually worked on such watch.

(b) In port where sea watches are broken the hours of labor shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m., Monday through Friday. Except as otherwise provided herein, any work outside of these hours or on Saturdays, Sundays and Holidays shall be paid at the applicable rate for the respective ratings.

(c) When watches are not broken in port, overtime shall be paid for all watches stood after 5 P.M. and before 8 A.M. If watches are broken in a port after having been maintained for a period of time overtime shall be paid for all watches stood between time of arrival and breaking of watches. This shall not apply when the crew is being paid overtime for standing watches.

(d) On vessels carrying the specific rating of "Quartermaster," such work as is outlined above shall be performed by the "Quartermaster" where such rating is available for such assignment.

SECTION 7. MEN STANDING SEA WATCHES. (a) Men standing sea watches shall be paid overtime at the applicable rate for Saturday, Sunday and Holiday watches and for all work in excess of eight (8)

hours between midnight and midnight each day. No work except for the safe navigation of the vessel is to be done after 5 p.m. and before 8 a.m., Monday through Friday, and on Saturday, Sundays and Holidays without the payment of overtime.

(b) Except as otherwise specifically provided, if a man standing regular watch at sea or in port on Saturdays, Sundays and Holidays is required to do work other than routine work for the safe navigation of the vessel, they shall be paid at the rates specified in Article II, Section 21 (c), Penalty Overtime.

With the following exceptions:

1. Routine work for the safe navigation of the vessel.
2. Cleaning quarters.
3. Docking and undocking.

(c) If a man standing sea watches on Saturday, Sunday or Holiday is required to handle explosives, clean holds, do longshore work, work ballast, do carpenter work, secure cargo, lay dunnage, handle mail or baggage, handle stores, use paint spray guns or sand blasting equipment, tend livestock, handle garbage, remove soot from the stack, clean bilges or clean up oil spills, clean tanks or such work as defined in Article III, Section 34, Additional Work, he shall be paid only the rate as specified in this Agreement for that type of work.

SECTION 8. RELIEVING HELMSMAN. No mate shall relieve Helmsman except in an emergency. Sougeeing, chipping, painting, etc., shall not be considered an emergency.

Except for periods while the vessel is maneuvering, the Quartermaster or Helmsman will be permitted to smoke. The usual safety and sanitary practices are to be observed.

SECTION 9. SEA WATCHES IN PORT. When sea watches are in effect all members of each respective watch shall be on duty and shall be paid the premium rate Saturday, Sundays and Holidays.

SECTION 10. GANGWAY WATCHES. (a) In all ports when watches are broken a gangway watch shall be maintained at all times. A sailor shall be assigned to maintain this watch and eight (8) hours shall constitute a watch. Overtime shall be paid for these watches on weekdays between the hours of 5 p.m. and 8 a.m. On day of arrival sea watches for men who are to stand gangway watches shall be broken at midnight when stay of vessel is to exceed twenty-four (24) hours. On day of departure, sea watches for men standing gangway watch shall be set at midnight prior to scheduled sailing time. The Premium Rate shall be paid for watches stood from midnight to midnight on Saturdays, Sundays and Holidays. Sailors standing gangway watches shall be required to care for cargo lights, raise or lower gangway, ensign, tend gangway lights and ropes, handle lines, call the Deck watches and Steward Department and turn off and on deck light and anchor light switches.

On vessels carrying the specific rating of "Quartermaster," such work as is outlined above shall be performed by the "Quartermaster" where such rating is available for such assignment.

(d) Gangway watches shall not be maintained while ship is underway during the shifting of the vessel.

(c) The following companies will be considered in compliance when they maintain their own shoreside gangway watchmen in only the ports as listed below:

- Calmar Steamship—Sparrows Point, Philadelphia, San Francisco.
- Delta Steamship Lines—New Orleans.
- Waterman Steamship—New York, New Orleans, Baltimore, Mobile.

- Seatrain Lines—Hudson Waterways, New York and San Francisco.

SECTION 11. DAY WORKERS. (a) The following rating shall be classified as day workers: Boatswain, Carpenter, Storekeeper, Deck Maintenance.

(b) The working hours at sea and in port for all men classified as day workers shall be from 8 a.m. to 12 Noon, and 1 p.m. to 5 p.m., Monday through Friday. Any work performed by day men outside of these hours shall be paid at their applicable rate, except for such work as defined in Article II, Section 18.

(c) When, in accordance with Article II, Section 44, (c), the meal hours are changed, the hours of work shall be changed accordingly.

SECTION 12. CARPENTER'S DUTIES. (a) Routine duties of the Carpenter shall include the following:

1. Painting, chipping and cleaning the windlass.
2. Sounding bilges, fresh water and ballast tanks daily.
3. Shoring-up cargo.
4. Standing by the windlass when necessary.
5. Maintenance work such as repairing locks, installing porthole gaskets, fixing and fastening steel lockers, and all blocks.
6. Such other work as is customary for Carpenter to perform.

(b) No overtime shall be paid to members of the Deck Department who are required to assist the Carpenter during their regular hours.

(c) When members of the Deck Department are required by the officer-in-charge to perform regular carpenter work they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

(d) Routine soundings shall be taken on Saturdays, Sundays and Holidays at sea. Except in an emergency, only members of the Unlicensed Deck Department shall

take soundings in the absence of the Carpenter and Boatswain. After 5 p.m. and before 8 a.m. weekdays and on Saturdays, Sundays or Holidays, they shall be paid at their applicable rate.

(e) When no Carpenter is carried, the Boatswain shall stand by the windlass and shall take soundings. An Able Seaman may be required to relieve the Boatswain at the windlass during regular working hours.

(f) When no Carpenter is carried, driving wedges and chipping, painting or cleaning the windlass, repairing and maintenance of all blocks, shall not be considered Carpenter work.

(g) When a Carpenter becomes ill or injured, a Deck Maintenance man may be assigned to perform carpenter work for which he shall be paid his overtime rate. If the Carpenter remains incapacitated for a period in excess of three (3) days, the Deck Maintenance man may then be promoted and shall receive the differential in pay only.

SECTION 13. HANDLING MOORING LINES. All hands, when available, shall be used for breaking out or stowing away mooring lines. The men who perform this work shall be paid at their applicable rate between the hours of 5 p.m. and 8 a.m. weekdays, or on Saturdays, Sundays or Holidays.

SECTION 14. DOCKING AND UNDOCKING. The watch on deck shall receive penalty overtime for docking or undocking after 5 p.m. and before 8 a.m., Monday through Friday. All hands, when available, shall be used to perform this work.

SECTION 15. TOPPING OR LOWERING BOOMS. (a) When all hatches are to be rigged or unrigged, all hands available are to be used in topping or lowering booms. If the booms of only one (1) hatch are to be topped or lowered, not less than two (2) full watches are to be used.

(b) The watch on deck may stretch guys, handle topping lifts and generally make ready cargo gear for topping booms.

(c) When booms are lowered and properly secured, the watch on deck may clear and secure guys.

(d) The watch on deck shall perform this work without the payment of overtime during straight time hours.

(e) When members of the Deck Department are required to spot booms for longshoremen in connection with the loading or discharging of cargo, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 16. UNSAFE WORKING CONDITIONS. Working in holds into which cargo is being loaded or discharged shall be considered unsafe working conditions. However, this will not prohibit the cleaning of between-deck spaces while cargo is being worked in the lower cargo holds. (Men working or watching cargo shall not be included in this clause.)

SECTION 17. CALL BACKS IN PORT. (a) When a vessel is in port and watches are broken and men are called back for shifting ship, hauling, rigging cargo gear, securing gear, cleaning holds, etc., after 5 p.m. and before 8 a.m., Monday through Friday, they shall receive a two (2) hour minimum for such call-back.

In the event the work exceeds two (2) hours, the men shall receive overtime for the hours actually worked.

On Saturdays, Sundays and Holidays, the men shall receive a minimum of four (4) hours for such callbacks. They may be turned to one (1) or more times without the payment of additional overtime, except where the time exceeds four (4) hours, in which case they will be paid for the time actually worked.

During such call-back, the men may be required to secure the vessel for sea but may not be required to do maintenance or repair work.

(b) This section shall not apply when men are called back to sail the vessel.

(c) The duty of men called for the specific purpose of shifting ship shall be limited to work necessary for shifting, and shall not include maintenance or repair work.

(d) All hands available shall be used for shifting or hauling vessels.

(e) When a shift or haul commences at exactly 5 p.m. and the meal hour has been changed to 4 p.m. from 5 p.m. for the entire crew, the crewmembers who are on the vessel and are working would not be entitled to the call-back. Those men who have completed their day's work prior to 5 p.m. and were called back would be entitled to the two (2) hour call-back.

SECTION 18. GOING ASHORE TO TAKE LINES. The practice of putting sailors ashore to handle lines when docking or undocking is to be avoided as far as possible. If, however, no other means for handling lines is available, and sailors are required to catch the lines, or let them go the sailors actually handling lines shall receive five dollars (\$5.00) each in each case. This is to be in addition to overtime, if they are working on overtime at that particular moment.

After the ship is properly moored, and members of the Deck Department are required to put out additional lines or single up lines during regular working hours no additional money shall be paid.

SECTION 19. SECURING CARGO. (a) If cargo is not properly secured before going to sea and the Crew Members are required to secure such cargo, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

(b) Routine tightening up of cargo lashing and re-lashing of cargo which has come adrift shall not constitute overtime.

SECTION 20. HANDLING HATCHES. (a) When the sailors are used to remove hatches, strong backs

and tank tops for the purpose of loading or unloading cargo, or to cover up hatches when cargo is in the vessel, they shall receive overtime as per Article II, Section 32, of this Agreement.

(b) No overtime shall be paid to day men or the watch on deck between the hours of 8 a.m. and 5 p.m., Monday through Friday for covering up when no cargo is in the ship or taking off hatches for any purpose other than actual cargo operations.

(c) No member of the Unlicensed Personnel shall be required to perform this work where it conflicts with the longshoremen and the longshoremen have contracts covering such work.

SECTION 21. LAYING DUNNAGE FOR CARGO. When the crew is required to actually lay dunnage in preparation for cargo, they shall be paid rates prescribed in Article II, Section 21 (c), Penalty Overtime.

This does not mean handling of dunnage in order to clean holds, but only refers to actual flooring off with dunnage for cargo. When crew is required to install grain fittings or otherwise prepare holds for grain cargo, they shall be paid at the rate specified above.

SECTION 22. CLEANING CARGO HOLDS. (a) Members of the Unlicensed Deck Department may be required to clean and sweep cargo holds.

(b) When this work is performed anytime, Monday through Friday on watch, all ratings will be paid at their respective penalty rate. Off watch Monday through Friday, they shall be paid at their respective overtime rate. On Saturday, Sundays and Holidays they shall be paid at their Premium Rate in effect. If such work is performed "On Watch, Saturday, Sunday or Holidays", they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

(c) The rate for cleaning cargo holds, which have carried penalty cargo, shall be that shown in Article II, Section 30.

SECTION 23. HANDLING MAIL OR BAGGAGE. When sailors are required to handle mail or baggage, they shall be paid the rates specified in Article II, Section 32.

SECTION 24. VESSEL'S STORES. (a) Sailors may be required to handle deck stores, radio batteries and radio equipment, either on the dock or aboard ship during their regular hours without payment of overtime. Regular hours shall be from 8 a.m. to 12 Noon and from 1 p.m. to 5 p.m. Monday through Friday.

(b) When sailors are required to handle galley coal, Steward or Engine room stores, either on the dock or aboard ship, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

(c) Daily supplies of provisions to be used for port consumption shall be brought aboard by the sailors during regular hours when required to do so, without payment of overtime.

(d) The officer in charge shall determine the number of sailors required for handling ship's stores.

(e) The Company reserves the right at any time to use shoregangs to handle ship's stores.

SECTION 25. USING PAINT SPRAY GUNS AND SAND BLASTING EQUIPMENT. When members of the crew are required to paint with spray guns, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

When spray guns, other than small hand type, are being used for painting, two (2) men shall operate same and both men shall receive overtime, at the applicable rate.

Two (2) men shall be used on sand-blasting operation and shall be paid in the same manner as when spray guns are used.

SECTION 26. SANITARY WORK. Sanitary work shall be done on weekdays between 6 a.m. and 8 a.m. without the payment of overtime. Sanitary work in this section shall mean cleaning the wheelhouse, chartroom, cleaning windows and mopping out wheelhouse.

Weather conditions may necessitate additional mopping of water from the wheelhouse and cleaning of the wheelhouse windows.

SECTION 27. CLEANING QUARTERS. One (1) Ordinary Seaman on duty shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Deck Department. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 Noon daily, both at sea and in port, as designated by the officer-in-charge. On vessels of 25,500 D.W.T. or over the Ordinary Seaman shall be allowed four (4) hours daily for performing this work. On C-4's Ordinary Seamen shall be allowed three (3) hours for this work.

When the vessel carries a watchstanding Boon on the 4 to 12 watch, and no Ordinary Seaman is available for such sanitary work, it may be performed by the Ordinary Seaman on the 12 to 4 watch.

SECTION 28. TENDING LIVESTOCK. When livestock is carried the sailors may be required to tend and feed the livestock and clean up stalls or cages. For such work they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 29. GARBAGE. Garbage shall be stowed away from crew's quarters. When members of the Deck Department are required to handle garbage by hand or shovel, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 30. REMOVING SOOT FROM SMOKE STACK. When members of the Deck Department are required to remove accumulated soot from inside of the smoke stack, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 31. CLEANING BILGES & OIL SPILLS.

(a) When any member of the Unlicensed Personnel in the Deck Department is required to enter any bilge which has been flooded with fuel oil, for the purpose of cleaning, they shall be paid at the rates prescribed for Tank Cleaning, Art. III, Section 32 (b).

(b) When men are required to clean up oil spills on deck or oil spills on houses, masts or over the side, as a result of refueling or overflow from tanks, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

(c) There shall be only one (1) payment for cleaning up after each spill.

SECTION 32. TANK CLEANING. (a) When crewmembers are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

(b) When crewmembers are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses or after the use of butterworth system, for the purpose of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch Monday through Friday	Effective 6/16/73	Effective 4/16/76	Effective 6/16/77
Group 1	\$7.16	\$7.51	\$7.89
Group 2	5.45	5.73	6.02
Group 3	4.22	4.49	4.71
Watch Below and Saturday, Sunday and Holidays	Effective 6/16/73	Effective 4/16/76	Effective 6/16/77
Group 1	\$8.94	\$9.29	\$9.86
Group 2	6.76	7.10	7.45
Group 3	5.19	5.50	5.82
On Watch Saturday, Sunday and Holidays	Effective 6/16/73	Effective 4/16/76	Effective 6/16/77
Group 1	\$8.84	\$9.29	\$9.86
Group 2	6.78	7.22	7.68
Group 3	5.50	5.97	6.37

The rates indicated above for Group 1 Personnel, "On Watch Saturday, Sunday & Holidays" apply when they are working with the watch on deck. In the event that the premium rate, where applicable, is higher than that specified above, the higher rate shall be paid.

This shall also apply to cofferdams which have been fouled through leakage of the above mentioned cargoes.

(c) When tanks described in (b) above are being cleaned and cleaning has been completed, a bonus of three (3) hours overtime at the specific overtime rate in effect applicable to the various ratings as defined in Article II, Section 21 (b), Overtime Rates, shall be paid.

This bonus will compensate for the clothing allowance and shall be paid only once during each ballast voyage. It is understood that sea boots for tank cleaning will be furnished by the Company. While engaged in tank cleaning, men shall receive no other overtime.

The men who are hauling the buckets during tank cleaning operations under this Section shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

(d) For any work performed in cofferdam or void tank which has not contained water, oil, creosotes, etc., the men required to perform such work shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

The same shall apply to members required to handle or shift butterworth machines during the butterworth operations or wash tanks from the decks.

(e) A minimum of three (3) men shall be required for the purpose of shifting butterworth machines. When butterworth machines are in operation one (1) man shall be required to stand by the machines. The man who is standing by the machines shall do no other work. However, the other men may be required to perform other work between 8 a.m. and 5 p.m. Monday through Friday.

SECTION 33. STEERING ENGINE ROOM AND BOW THRUSTER ROOM. When the sailors are required to clean the steering engine or steering engine bed, they shall be paid at the rates indicated in Article II, Section 21 (c), Penalty Overtime. However, sailors may be required to clean and paint the steering engine room, the bow thruster motor rooms and grease tiller chains while on watch during straight time hours without the payment of overtime.

SECTION 34. ADDITIONAL WORK. (a) In all ports, members of the Deck Department may be required to chip, sougee, scale, prime and paint the vessel over the sides.

They may also paint the crew's messroom, crew's lounge, crew's laundry and such passageways or part of passageways where unlicensed quarters, heads and showers are located, between 8 a.m. and 5 p.m., Monday through Friday, without the payment of overtime.

(b) Overtime shall be paid when sailors are required, either in port or at sea, to chip, sougee, scale, prime or paint galley, pantry, saloon, living quarters, forecabin, lavatories and washrooms, which are not used by the Unlicensed Deck Department.

(c) Non-permanent transient or irregular foreign shore labor shall not be employed to perform any of the work in the licensed or unlicensed quarters, store rooms, passageways, galleys and mess rooms, except in those instances where the Company uses established shore labor. Companies on regular trade routes who, prior to June 7, 1954, used established shore labor in foreign ports may continue such practice.

(d) At sea or in port, the Deck Department may be required to sand and varnish all outside rails, storm and screen doors.

(e) When no Carpenter is carried, the greasing and testing of reach rods in cargo holds, except the freeing up or mechanized repairs thereto, shall be performed by

the Deck Department without the payment of overtime.

(f) When any work described above is performed by the Unlicensed Personnel and overtime is payable, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 35. CHAIN LOCKER. Not less than two (2) Able Seamen shall be sent into the chain locker to stow chain.

SECTION 36. PYRAMIDING OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE IV

ENGINE DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Engine Department, when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate 6/16/73	Monthly Rate 4/16/76	Monthly Rate 6/16/77
Chief Electrician (SL 7's, SL 18's, Lash and Mariner)	\$1095.42	\$1150.19	\$1207.70
Chief Electrician	1065.34	1118.61	1174.54
Crane Mtee./Electrician	1065.34	1118.61	1174.54
Electrician Reefer/Mtee.	1065.34	1118.61	1174.54
Second Electrician	995.90	1045.69	1097.97
Engine Utility			
Reefer Mtee.	995.90	1045.69	1097.97
Refrigerating Engineer (when one is carried)	995.90	1045.69	1097.97
Refrigerating Engineer (when three are carried)			
Chief	1021.53	1072.61	1126.24
First Assistant	907.74	953.13	1000.78
Second Assistant	848.89	889.14	937.60
Q.M.E.D.	1023.89	1075.08	1128.83
Plumber/Machinist	913.17	958.83	1006.77
Unlicensed Junior Engineer (Day)	871.34	914.90	960.65
Unlicensed Junior Engineer (Watch)	784.56	822.73	864.98
Deck Engineer	844.97	887.31	931.57
Engine Utility	795.84	836.63	877.41
Evaporator/Maintenance	739.96	766.45	804.78
Oiler	889.46	923.93	960.13
Oiler (Diesel)	741.95	779.05	818.00
Watertender	683.46	723.93	760.13
Fireman/Watertender	659.46	723.93	760.13
Fireman	689.46	723.93	760.13
Wiper	640.44	672.46	706.99
Ship's Welder/Mtee.	855.32	898.08	942.98
Oiler/Maintenance Utility	795.84	836.63	877.41
General Utility Deck/Engine	640.44	672.46	706.99

SECTION 2. EQUALIZATION OF OVERTIME. Overtime work shall be assigned as equally as possible among crew members of the same rating. However, specialized work requiring special skill shall not be included in this provision. This rule shall not apply to those men who do not make themselves available to work overtime.

SECTION 3. HOURS OF WORK. (a) Working hours in port and at sea for all men classified as day workers shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. Monday through Friday. Any work outside these hours or on Saturdays, Sundays or Holidays is to be paid for at the applicable rate, except as provided in Article II, Section 18. When in accordance with Article II, Section 44(c), the meal hours are changed, the hours of work shall be changed accordingly.

(b) Working hours in port or at sea for all men classified as watchstanders shall be forty (40) hours per week, Monday through Friday. Any work performed on Saturdays, Sundays or Holidays shall be paid for at their premium rate.

(c) When a vessel is in port and sea watches are broken, all watchstanding Engine Room Personnel standing donkey watches, such as FWT's, Oilers, QMED's shall share equally the total overtime payable for watch standing in port after 5 p.m. and before 8 a.m., Monday through Friday.

When sea watches are maintained each watch shall be paid the actual number of hours worked.

SECTION 4. WORK ON SATURDAYS, SUNDAYS AND HOLIDAYS AT SEA. (a) Except as otherwise specifically provided, if a man standing regular watch at sea or in port on Saturday, Sunday and Holidays, is required to do work other than routine work for the safe navigation of the vessel, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

(b) If a man standing watch on Saturdays, Sundays or Holidays is required to actually do longshore work, tank cleaning, or handle explosives during his watch he shall be paid at the applicable rate only as specified in this Agreement for that type of work in lieu of the premium rate.

SECTION 5. WORK OUT OF ENGINE SPACES. No Unlicensed Member of the Engine Department other than the Deck Engineer, Engine Utility, Storekeeper, Unlicensed Junior Engineer, Electrician, Wiper, Plumber, Machinist, Ship's Welder-Maintenance and Q.M.E.D. shall be required to work outside the engine spaces without the payment of overtime. Engine spaces shall consist of fireroom, engine room, ice machine room and shaft alley. For the purpose of routine watch duties, the engine spaces shall consist of fireroom, engine room, ice machine room, steering engine room, and shaft alley.

SECTION 6. SETTING WATCHES. Sea watches for men standing donkey watches shall be set at midnight prior to scheduled sailing time.

SECTION 7. BREAKING WATCHES. When a vessel is in port as defined in Article II, Section 34, and is scheduled to remain in port twenty-four (24) hours or longer, sea watches shall be broken. When scheduled stay of vessel is less than twenty-four (24) hours, sea watches shall be maintained.

When the vessel arrives in port and is to depart prior to midnight of the following day, sea watches for those men who are to maintain donkey watches shall not be broken.

When the vessel arrives in port and is scheduled to depart after midnight on the following day, sea watches for those men who are to stand donkey watches shall be broken at midnight on day of arrival.

On day of arrival, any part of a sea watch from midnight until 8 a.m. shall constitute a complete watch. This shall not apply to men who are to stand donkey watch. When such arrival occurs on a Saturday, Sunday or Holiday, the premium rate shall only be paid for hours actually worked on such watch. When watches are not broken in port, penalty overtime shall be paid for all watches stood after 5 p.m. and before 8 a.m. If watches are broken in a port after having been maintained for a period of time, penalty overtime shall be paid for all watches stood between time of arrival and breaking watches. This shall not apply when the crew is being paid overtime for standing watches. This excludes men standing donkey watches.

SECTION 8. SUPPER RELIEF. (a) At sea or in port, the 4 to 8 watch shall relieve itself for supper. When any member or members of the Engine Department off duty are required to relieve the 4 to 8 watch during maneuvering, overtime shall be paid. However, on vessels having only one (1) unlicensed watchstander on watch, he shall be relieved by a qualified unlicensed rating from the watch below.

(b) In port, the man detailed to oil winches shall relieve the fireroom watch for supper when cargo is being worked, except when two (2) or more men are standing fireroom and/or engine room donkey watches together.

SECTION 9. ELECTRICIANS. (1) The hours of the Electrician while on day work shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m., Monday through Friday. When the Electrician is requested to make a routine daily inspection on Saturdays, Sundays and Holiday, he shall be paid at his premium rate.

(2) The Chief Electrician shall be responsible to and take orders from the Chief Engineer, or in the absence of the Chief Engineer, he shall take orders from the Senior Engineer or the Engineer on watch; all other Electricians to be directly responsible to the Chief Electrician. In the absence of the Chief Electrician, the other Electricians take orders from the Engineer. In the case of Watch Electricians, Electricians are responsible to the Senior Watch Engineer on board.

(3) Electricians shall do all electrical work. They shall also oil or grease the mechanical parts of the elevators, cargo winches, or electrical conveyors, without the payment of overtime. (This shall not apply to Si-porters or similar equipment.) When necessary to reach electrical equipment, the Electricians may also be required to perform maintenance work at the steam or diesel end of machinery.

Overtime shall be paid for all electrical or mechanical work performed on any of the following equipment: gyro compass, gyro repeaters, gyro batteries, and gyro M.G. sets, radio communication receivers, transmitter, radio communication batteries, motor generator sets, radio direction finder equipment, fathometer equipment, radar equipment and Loran system equipment.

(4) Electrician's refusal to do electrical work, when such work renders Electricians liable to electrocution, or where hazardous conditions exist, shall not be deemed refusal of duty.

(5) When cargo is being worked with vessel's electric cargo-handling machinery after 5 p.m. and before 8 a.m. weekdays or on Saturdays, Sundays and Holidays, the Electrician shall do all work necessary to keep electric cargo handling machinery in operation.

Overtime shall be paid straight through for such periods including time of standing by, preparation of gear to work cargo and securing of such gear thereafter. However, overtime shall cease if cargo work ceases for periods in excess of two (2) hours. If no cargo is being worked during the noon hour on Saturdays, Sundays and Holidays and he is given his full meal hour, no overtime shall be paid for that hour.

(6) Electricians shall not be required to do any painting or cleaning of electrical machinery spaces and the outside of electrical equipment, such as motors, generators, panel boxes, fans, vent filters, electrical fixtures and glassware. This does not mean that the Electricians will not be required to clean up any oil or grease spilled in connection with their regular duties.

(7) Electricians shall be required to maintain the inside of motors, generators, panel boxes, fans and the face of switch panels. They shall also maintain cargo and cluster lights and do all sweeping and cleaning in resistor houses and fan rooms.

(8) When Electricians are required to install any heavy equipment, whether new or additional, they shall be paid for such work at the applicable rate. This shall not apply, however, to removals or replacement or repairs to worn out equipment, nor to installations of new or light equipment such as wiring and small electrical fixtures and equipment.

(9) On vessels carrying Electricians, a properly equipped workshop, when available and convenient,

will be assigned the Electricians for use as a storeroom for supplies and tools and for overhauling electrical equipment.

Electricians shall keep this workshop clean, but shall not be required to paint or sougee.

(10) In port, when an Electrician on day work, is recalled to the ship on weekdays, after 5 p.m. and before 6 a.m. and on Saturday, Sunday and Holidays, he shall receive a minimum of three (3) hours overtime at his applicable rate. If turned to after 6 a.m., he shall receive a minimum of two (2) hours overtime at his overtime rate. This clause shall not apply when he is recalled to stand by for the purpose of assisting in getting the vessel underway.

(11) At sea, when Electricians on day work are called out to do any repair work after midnight and before 8 a.m., a minimum of two (2) hours overtime shall be paid.

(12) When the Electrician is requested in writing by the Company to furnish his own tools he shall receive twenty dollars (\$20.00) per month in addition to his basic wage.

(13) The Chief Electrician shall keep Meiger readings of electrical equipment up to date during his regular working hours.

(14) Electricians shall not be required to rewind coils or armatures except in cases of emergency.

(15) The Electrician, when available, should be assigned to operate electrical controls on life-boat winches when they are being used.

(16) Except in emergencies, all electrical work normally assigned to Electricians as their regular duties should be performed by the Electricians, when they are aboard.

(17) He will not be required to reline brakes on electric winches, anchor windlasses or capstan.

(18) The Chief Electrician shall keep an inventory of all supplies and equipment on hand and he shall make requisitions for all needed electrical supplies and tools, subject to approval of the Chief Engineer. Taking voyage inventories, however, shall be confined to straight time hours.

(19) Where less than three (3) electricians are carried, they shall be classified as day workers.

(20) When three (3) electricians are carried, they shall be put on regular sea watch at sea of four (4) hours on and eight (8) hours off. In port, these Electricians shall be classified as day workers.

(21) Electricians shall make any needed repairs to maintain electric refrigerators, electric washing machines and electric clothes dryers.

(22) No overtime is payable under this section when the MG sets supply electricity for the entire vessel. Regardless of the location of the MG sets the use shall determine whether or not overtime is payable. If the MG sets are used to supply electricity for the vessel, no overtime is payable. If the MG sets are not used for the entire vessel but used for reasons specified in Article IV, Section 9 (3), overtime shall apply as specified in this Agreement.

(23) On all vessels carrying containers (of any size) it shall be the routine duty of the Electrician between the hours of 8 a.m. and 5 p.m., Monday through Friday:

- (a) to plug and unplug the reefer boxes.
- (b) to perform all electrical repairs necessary on reefer boxes.

(24) Crane Maintenance Electrician

It shall be the duty of the Crane Maintenance Electrician to perform the work as defined above for Electricians. In addition, he shall perform the work as defined for Deck Engineer under Article IV, Section 15, and perform all work necessary for the maintenance and operation of the shipboard cranes.

(25) Electrician/Reefer Maintenance

It shall be the duty of the Electrician/Reefer Maintenance to perform the work as defined above for Electricians. In addition, he shall perform all work as defined in Article IV, Section 11, Refrigerating Engineers.

(26) The Crane Maintenance Electrician and the Electrician/Reefer Maintenance shall be required to have the necessary qualifications to sail as Electrician. They shall also be certified by the United States Coast Guard as Oiler and Fireman Watertender. They may, when necessary be placed on watch to replace a missing watch stander, without the payment of overtime except as specifically provided in this Agreement.

SECTION 10. UNLICENSED JUNIOR ENGINEERS.

(a) On vessels carrying only three (3) Unlicensed Junior Engineers, they shall be classed as watch standers and while at sea, shall be put on regular sea watches of four (4) hours on and eight (8) hours off. In port, the Unlicensed Junior Engineers may be put on day work.

(b) **DUTIES AT SEA.** They shall assist in the operation of the plant and shall be required to do maintenance and repair work as directed by the Watch Engineer between the hours of 8 a.m. and 5 p.m., Monday through Friday, without the payment of overtime. Such maintenance and repair work shall be confined to engine room, fireroom, machine shop, storeroom or adjacent to engine room, shaft alley, and ice machine room. They shall not be required to do general cleaning, painting, cleaning paint, polishing work, wirebrushing, chipping, or scaling without the payment of overtime.

(c) **DUTIES IN PORT.** They shall be required to do maintenance and repair work between the hours of 8 a.m. and 12 noon, 1 p.m. and 5 p.m., Monday through Friday. Such maintenance and repair work shall be confined to engine room, fireroom, machine shop, storeroom in or adjacent to engine room, shaft alley, ice machine room and steering engine room.

(d) If required to replace another member of the Unlicensed Personnel, they shall be governed by the working rules covering that particular rating.

(e) On vessels carrying day Unlicensed Junior Engineers in addition to watch Unlicensed Junior Engineers, their duties shall be as follows:

At sea and in port they shall be required to do maintenance and repair work as outlined in subsection (c) above under the direction of the Engineer in charge. They may assist in taking on Engine Department stores including water and fuel.

(f) On those vessels where three (3) Unlicensed Junior Engineers are carried, they shall be classed as watchstanders. On those vessels where less than three (3) Unlicensed Junior Engineers are carried, they shall be classed as day workers.

(g) On those vessels where more than three (3) Unlicensed Junior Engineers are carried, three (3) Unlicensed Junior Engineers shall be classed as watchstanders and the additional Unlicensed Junior Engineers shall be classed as day workers.

SECTION 11. REFRIGERATING ENGINEERS.

(a) While refrigerating plant is being operated at sea, Refrigerating Engineers shall be assigned to watches of four (4) hours on and eight (8) hours off.

(b) When refrigerating plant is operating continuously in port, the Refrigerating Engineer may be required to stand donkey watch of eight (8) hours on and sixteen (16) hours off.

(c) When refrigerating plant is not being operated and no refrigerated cargo is on board, they shall be assigned to day work in the engine room in accordance with working rules for Oilers on day work.

(d) Refrigerating Engineers on day work may be required to supervise the stowing of reefer cargo in which event they shall be paid overtime while the reefer cargo is being worked between the hours of 5 p.m. and 8 a.m. weekdays. On Saturdays, Sundays and Holidays, they shall be paid at their Premium Rate.

(e) At sea, while on watch, no overhauling work, breaking calcium, shifting or moving CO-2 bottles shall be done between the hours of 5 p.m. and 8 a.m. weekdays or on Saturdays, Sundays and Holidays, without the payment of overtime. In case of emergency, such as excessive gas leakage or loss of brine, the Refrigerating Engineer on watch shall correct this condition as part of his regular duties without the payment of overtime.

(f) While on watch duty, Refrigerating Engineer shall be required to leave safe working conditions, keeping the spaces around the ice machines and their auxiliaries clean of oil, water and refuse accumulated during his watch, but he shall not be required to do any painting, cleaning paint, chipping, scaling or shining bright work. They shall maintain and operate all refrigeration and air-conditioning machinery, and take temperatures at refrigeration machinery, fan rooms, boxes, and reefer containers.

(g) On day work, Refrigerating Engineers shall work under the direction of the Chief Engineer or Licensed Engineer in charge of refrigerating plant. Their duties shall consist of overhauling and repair work necessary in connection with the upkeep and maintenance of refrigerating machinery, its auxiliaries, and equipment. They shall not be required to paint, sougee, chip, scale, shine bright work, or do cleaning work unless overtime is allowed for such work.

(h) At no time shall they pull or shift ice.

SECTION 12. PLUMBER-MACHINIST.

(a) The Plumber-Machinist shall be classed as a day worker.

(b) Plumber-Machinists shall be required to do repair work on fresh and salt water lines and small steam lines connected with domestic department of the vessel, bathroom fixtures, radiators, galley fuel oil lines, steam cookers and coffee urns, and shall do general machine shop work. They may be required to take on water during regular working hours without the payment of overtime.

SECTION 13. EVAPORATOR MAINTENANCE MEN.

(a) They shall stand two (2) watches of four (4) hours each per day, while evaporators are in use at sea. When evaporators are used in port, watches shall be changed to eight (8) hours on and sixteen (16) hours off.

(b) When evaporators are in use, they shall tend evaporators and other auxiliaries in the evaporator spaces.

(c) When evaporators are not in use, they shall be classed as day workers.

(d) While on day work, they may be required to perform general maintenance and repair work in the Engine Department, and they may be required to assist in taking on water, fuel oil and Engine Department stores, but they shall not be required to clean boilers, tanks or tank tops, or do any cleaning, sougeeing, scaling or painting without the payment of overtime. They may be required, however, to do minor sougeeing or spotting up in the evaporator room. They may also be required to replace Oilers, Watertenders, Firemen-watertenders or Firemen who are sick, injured or missing.

SECTION 14. STOREKEEPER. (a) They shall be classed as day workers.

(b) They shall supervise the work of the Wipers under instructions from the First Assistant Engineer and they shall have charge of storeroom and stores, and maintain inventories.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime, except in the Engine Department storerooms.

SECTION 15. DECK ENGINEER. (a) It shall be

the duty of the Deck Engineer to oil and maintain winches and do maintenance and repair work to deck machinery and deck piping, and when no Electrician is carried he may be required to care for lights, fuses and overhaul electric fans. This will not include mast lights, navigation lights and cargo lights permanently installed. Lifeboat motors are not to be considered as deck machinery. The Deck Engineer shall not be required to work on any electric motors such as refrigerator motors, etc., without the payment of overtime.

(b) The Deck Engineer shall not be required to do any cleaning or repair work in the engine room, fire-room or shaft alley, without the payment of overtime.

(c) The Deck Engineer shall not be required to do any additional work while oiling deck machinery, except for running or breakdown repairs.

(d) The Deck Engineer shall oil and maintain winches until midnight on days of arrival and departure. An Oiler or Engine Utility shall be assigned to those duties on all other days after 5 p.m. and before 8 a.m., however, the Oiler or Engine Utility assigned to oil winches from 5 p.m. until midnight shall be knocked off from 4 p.m. to 5 p.m. for supper.

(e) The Deck Engineer shall run steam on and off deck machinery and warm up same when deck machinery is needed to handle ship's lines, except when cargo is being worked and an Oiler or an Engine Utility has been assigned to oil winches.

(f) The Deck Engineer or another competent member of the Unlicensed Personnel shall stand by when deck machinery is being turned over to prevent freezing.

(g) The Deck Engineer shall not be required to do any general painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(h) The Deck Engineer may be required to clean out toilets, scuppers or drains when they are stopped up, but he shall not do any maintenance, repair or plumbing work on domestic lines, toilets, sinks, radiators, etc., without the payment of overtime.

(i) If the Deck Engineer is required to stand watches due to the shortage of men, such watches stood between the hours of 5 p.m. and 8 a.m. weekdays shall be paid for at the overtime rate. However, all watches stood shall be in addition to his regular duties as Deck Engineer. In this case, there shall be no division of wages.

SECTION 16. UTILITYMAN (a) The Utilitymen shall be classed as day workers.

(b) They shall be required to assist Engineers or Deck Engineers, etc., in all Engine Department work, including the repair of reefer containers.

(c) They shall be required to have qualifications as Oilers, Watertenders and Firemen.

(d) They shall not replace any member of the Unlicensed Personnel, except when such member is missing or unable to perform his regular duties due to illness or injury.

(e) All work that is overtime for Wipers during their regular working hours, with the exception of repair work, shall be overtime for the Utilityman when performing the same type of work.

(f) They shall do no cleaning, painting, chipping, scrapping, wirebrushing, shining of brass, etc.

SECTION 17. OILERS-DIESEL. (a) While on sea watch they shall make regular rounds on main engines and auxiliaries, pump bilges, clean strainers and centrifuges, watch oil temperatures and pressures. If required, they shall drain oil for piston oil tanks every hour and shall pump up water for gravity. They shall be required to tend small donkey boiler for heating purposes, without payment of overtime. However, when boiler is being used for heating cargo oil, an overtime allowance of two (2) hours per watch shall be allowed the Oilers.

(b) They shall do no cleaning or station work but shall be required to leave safe working conditions for their relief, provided such work shall not be done when Wipers are on duty.

(c) In port, Oilers shall maintain a regular donkey watch. They shall oil auxiliaries, tend small donkey boilers, and look after entire plant. Oilers on donkey watch may be required to do maintenance work in the engine room between 8 a.m. and 5 p.m. weekdays. On Saturdays, Sundays and Holidays, and after 5 p.m. and before 8 a.m. weekdays, the Oilers on watch shall receive their applicable rate and no additional overtime shall be paid if cargo is being worked.

(d) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 18. OILERS ON SEA WATCHES—STEAM. (a) They shall perform routine duties, oil main engine (if reciprocating), watch temperatures and oil circulation (if turbine), oil auxiliaries, steering engine and ice machine. They shall pump bilges and they shall also tend water where gauges and checks are in the engine room and no Watertenders are carried.

(b) They shall do no cleaning or station work but shall be required to leave safe working conditions for their reliefs, keeping the spaces around main engine and auxiliaries clean of any excess oil. Their routine duties shall include cleaning oil strainers and purifier.

(c) On vessels with small cargo refrigeration plants, Oilers shall oil plant. When the Oiler is required to take reefer cargo box temperature, he shall be paid one (1) hour's overtime for each watch. On vessels carrying watch freezers, Oilers shall not handle refrigeration plant.

(d) If required to start or blow down evaporator, he shall be paid one (1) hour overtime for each operation.

However, when such equipment is placed in operation, Oilers may be required to check the equipment at regular intervals, make necessary adjustments to insure proper and even flow of condensate and salt water and oil and tend any pumps operated in connection with such equipment without the payment of overtime.

(e) On turbine-propelled vessels which are certified as passenger vessels and are carrying passengers, the Oiler on the midnight to 4 a.m. watch may be required to assist in blowing tubes, where automatic soot blowers are in use.

(f) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(g) In port when sea watches are maintained, the Oiler on watch shall be paid penalty overtime after 5 p.m., and before 8 a.m., weekdays and on Saturdays, Sundays and Holidays, at the premium rate.

SECTION 19. OILERS ON DAY WORK—STEAM. They shall assist the Engineers in maintenance and repair work in engine room, machine shop, shaft alley, ice-machine room, and storeroom when located in, or adjacent to engine room. They shall not be required to do any cleaning of boilers, painting, cleaning paint, polishing work, wirebrushing, chipping or scaling without the payment of overtime.

SECTION 20. WATERTENDERS ON SEA WATCHES. (a) They shall perform their routine duties, tend water and boiler auxiliaries, oil temperatures, stack draft and supervise firing. They shall handle any valves in connection with the operation of the boilers as directed by the Engineers.

(b) They shall not be required to crack any main or auxiliary steam stop valves. However, when stops have been cracked, they may open them wide.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 21. WATERTENDERS IN PORT.

(a) They shall maintain a regular donkey watch and shall maintain steam and tend auxiliaries, including ice machines.

(b) They shall be paid overtime at the applicable rate after 5 p.m., and before 8 a.m., weekdays and on Saturdays, Sundays and Holidays.

(c) Watertenders shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling, or polishing work without the payment of overtime.

SECTION 22. VESSELS HAVING BOTH WATERTENDERS AND FIREMEN. In port, as defined in Article II, Section 34, and sea watches are broken, Watertenders shall stand all donkey watches and Firemen shall be put on day work.

SECTION 23. FIREMEN/WATERTENDER. (a) They shall be required to tend water, clean burners, strainers and drip pans, punch carbon, keep steam, tend fuel oil pressure and temperatures and oil fuel circulation pumps which are located in the fireroom only except as in Article IV, Section 34.

(b) They shall clean up excess oil occasioned by changing burners and strainers and shall leave the fireroom in a safe condition when relieved.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(d) Except as otherwise provided herein, when on donkey watch they shall be required to keep steam.

(e) If the ship arrives in port between 5 p.m. and midnight, the Fireman/Watertender shall continue on sea watches until midnight and shall maintain steam. Penalty overtime shall be paid for this work.

SECTION 24. WATER-TUBE FIREMAN ON SEA WATCHES. (a) They shall do routine duties of the watch such as keeping burners clean, cleaning strainers and drip pans and punch carbon. They shall not be required to leave the confines of the fireroom at any time to do any work outside of the fireroom, except as provided for in Article IV, Section 34.

(b) They shall be required to keep their respective stations cleaned and painted between the lowest grating and the floor plates. On vessels with irregular gratings, 10 feet from the floor plates shall be considered the Fireman's station limit.

(c) Fanning tubes and the use of XZIT and similar preparations shall be classified as general cleaning work and shall be confined to regular cleaning hours.

(d) They shall not be required to blow tubes by hand. However, the Fireman on watch may be required to assist in opening and closing breeching doors and in turning steam on and off. Where automatic soot blowers are used Fireman will handle valves connecting with same.

SECTION 25. WATER-TUBE FIREMAN ON DAY WORK. (a) In port, they shall be required to do general cleaning, polishing and painting work, in the fireroom, sponging and blowing tubes, and shall assist the Engineers in making repairs to boiler mountings etc.

(b) They may also be required to wash down steam drums of water tube boilers.

(c) When required to do any cleaning of boilers and fireboxes other than the above, they shall be paid overtime.

SECTION 26. FIRE-TUBE FIREMEN ON SEA WATCHES. (a) They shall perform routine duties, clean burners, strainers and drip pans, punch carbon, keep steam, watch fuel oil pressure and temperature.

(b) They shall clean up excess oil occasioned by

changing burners and strainers without payment of overtime and shall leave the fireroom in a safe condition when relieved.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(d) If the ship arrives in port between 5 p.m. and midnight, they shall continue on sea watches until midnight and shall maintain steam and tend auxiliaries including ice machine. Penalty overtime shall be paid for this work.

SECTION 27. FIRE-TUBE FIREMEN IN PORT.

(a) They shall keep burners, strainers and drip pans clean at all times. They shall also clean up excess oil occasioned by changing burners and strainers without payment of overtime and shall leave the fireroom in a safe condition when relieved. They shall do no boiler work. They shall keep steam for the auxiliaries and safety of the ship and take care of the entire plant. They shall receive overtime after 5 p.m., and before 8 a.m., Monday through Friday.

(b) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 28. WIPERS. (a) They shall be classed as day workers.

(b) It shall be routine duties for the Wipers to do general cleaning, including oil spills on deck, painting, cleaning paint, wirebrushing, chipping, scaling, sougeeing, polishing work in the Engine Department, including resistor houses and fanrooms, cleaning and painting steering engine and steering engine bed, and take on stores. However, when taking on fuel oil or water, and the hoses are connected and disconnected by shoreside personnel, the Wiper shall not be required to assist. When the ship's personnel handles the connections, the Wiper shall be used to assist in connecting and disconnecting and putting hoses away but should not be required to stand by.

Pumping of galley fuel tank shall be performed on Saturdays, Sundays and Holidays during the two (2) hours' sanitary work.

(c) They shall not be required to paint, chip, sougee or polish bright work in fireroom sidley, except in port.

(d) One (1) Wiper shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Engine Department daily. Two (2) hours shall be allowed for this work between the hours of 8 a.m. and 12 noon daily, both at sea and in port, as designated by the Engineer in charge. On vessels of 25,500 D.W.T. or over, the Wiper shall be allowed four (4) hours daily for performing this work. On C-4's the Wiper shall be allowed three (3) hours daily for the work.

(e) They may be required to paint unlicensed Engine Department quarters without payment of overtime during their regular working hours.

(f) They shall be paid overtime for cleaning in firesides and steam drums of boilers. They may be required to wash out steam drums with hose without payment of overtime.

(g) They shall be paid overtime when required to clean tank tops or bilges by hand or when required to paint in bilges. However, cleaning bilge strainers, cleaning away sticks or rags shall be considered part of their duties and shall be done without the payment of overtime.

(h) They shall assist the Engineers in blowing tubes, and they shall also assist the Engineer in putting XZIT, and similar preparations and boiler compounds in the boiler.

(i) They may be required to assist in repair work, but they shall not be assigned to a repair job by themselves without the payment of overtime. This is not to include dismantling equipment in connection with cleaning; such as, grease extractors, bilge strainers and evaporators, etc.

(j) They shall be required to pump up galley fuel tank during straight time hours without the payment of overtime.

(k) While vessels are transiting the Panama or Suez Canal, one (1) Wiper shall be assigned to trim ventilators to insure breeze for men below, regardless of whether it is outside of their regular working hours or not. When he performs this work outside of his regular working hours, overtime will be allowed.

(l) Skimming hot wells and cleaning grease extractors shall be done by the Wipers as part of their regular duties without the payment of overtime.

(m) They shall pull ice on freight ships and deliver it to the ice box without the payment of overtime, and they shall also remove ice cubes from ice cube machines where such machines are located in engine room spaces.

(n) At sea, when a watchstander becomes ill or injured, a Wiper may be assigned to stand his watches for which he shall be paid overtime. If the original man remains incapacitated for a period in excess of three (3) days the Wiper may then be promoted and shall receive the differential in pay only.

SECTION 29. DONKEY WATCH. (a) A donkey watch is a watch performed in port by a portion of the Engine Department personnel who are required to maintain steam and to tend auxiliaries including steam winches when the main engines are secured.

(b) The donkey watch shall be paid at the premium rate for Saturday, Sundays and Holidays, and on weekdays shall be paid penalty overtime after 5 p.m., and before 8 a.m.

If donkey watches are to be maintained during the vessel's stay in port such watches must be set at the time sea watches are broken.

(c) The intention of this Section is that, in port, donkey watches, including a Fireman/Watertender and

an Oiler will be in effect; under which circumstances the Oiler shall be required to oil all auxiliaries, including steam winches.

(d) Under circumstances where a Fireman/Watertender is alone on donkey watch by reason of the Oiler having been assigned to day work, or to other duties, and the Fireman/Watertender is required to tend engine auxiliaries, he shall be compensated for such work at the applicable overtime rate per hour. In no case, however, shall double overtime be paid.

(e) Where either a Fireman/Watertender or an Oiler fails to stand his watch, and the work of the missing man is performed by another Unlicensed Member of the Engine Department, then there is no additional compensation payable.

(f) Oilers on donkey watch may be required in addition to oiling auxiliaries to do maintenance work in the engine room between 8 a.m. and 5 p.m. without payment of overtime weekdays.

(g) It shall be the routine duty of the Oiler, Oiler Maintenance Utility, Q.M.E.D., etc., standing a donkey watch in port, to tend auxiliaries, including steam winches. This shall also apply to turning steam on or off the deck except where a Deck Engineer or Crane Maintenance Electrician is on duty.

SECTION 30. TANK CLEANING

(a) When crewmembers are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (c), Penalty Overtime.

(b) When crewmembers are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses for purpose of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch Monday through Friday	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	7.18	7.51	7.89
Group 2	5.48	5.78	6.02
Group 3	4.28	4.49	4.71
Watch Below and Saturday, Sunday and Holidays	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	8.94	9.39	9.86
Group 2	6.76	7.10	7.45
Group 3	6.19	6.50	6.82
On Watch Saturday, Sunday and Holidays	Effective 6/16/75	Effective 6/16/76	Effective 6/16/77
Group 1	8.94	9.39	9.86
Group 2	6.78	7.22	7.69
Group 3	7.57	7.97	8.27

The rates indicated above for Group 1 Personnel, "On Watch Saturday, Sunday, and Holidays" apply when they are working with the watch on deck. In the event that the Premium Rate, where applicable, is higher than that specified above, the higher rate shall be paid.

This shall also apply to cofferdams which have been fouled through leakage of the above-mentioned cargoes.

(c) When tanks described in (b) above are being cleaned and cleaning has been completed, a bonus of three (3) hours' overtime shall be paid at the specific overtime rate in effect applicable to the various ratings as defined in Article II, Section 21 (b), Overtime Rates.

This bonus will compensate for the clothing allowance and shall be paid only once during each ballast voyage. It is understood that sea boots, for tank cleaning will be furnished by the Company. While engaged in tank cleaning, men shall receive no other overtime.

The men who are hauling the buckets during tank cleaning operations under this section shall be paid at the rates specified in Article II, Section 21 (c), Penalty Overtime.

(d) For any work performed in cofferdam or void tank which has not contained water, oil, creosotes, etc., the men required to perform such work shall be paid at the rates specified in Article II, Section 21 (c), Penalty Overtime.

The same shall apply to members required to handle or shift butterworth machines during the butterworth operations or wash tanks from the decks.

(e) A minimum of three (3) men shall be required for the purpose of shifting butterworth machines. When butterworth machines are in operation one (1) man shall be required to stand by the machines. The man who is standing by the machines shall do no other work. However, the other man may be required to perform other work between 8 a.m. and 5 p.m. Monday through Friday.

SECTION 31. USING PAINT SPRAY GUNS AND SAND-BLASTING EQUIPMENT. When members of the crew are required to paint with spray guns they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

When spray guns, other than small hand type, are being used for painting, two (2) men shall operate same and both men shall receive overtime, at the applicable rate.

Two (2) men shall be used on sand-blasting operation and shall be paid in the same manner as when spray guns are used.

SECTION 32. CARBON TETRA-CHLORIDE. Whenever carbon tetra-chloride is required to be used by any Unlicensed Member of the Engine Department for cleaning purposes, they shall be paid at the rates prescribed in Article II, Section 21 (c), Penalty Overtime.

SECTION 33. WORK WHEN PLANT IS SHUT DOWN. When vessel is in port and the entire plant is shut down, the Watertenders, Fireman/Watertenders, or Firetube Firemen may be placed on day work. Their work shall then consist of repair and maintenance work

on all boiler mounts and boiler auxiliaries which are located in the fireroom, above and below the floor plates.

SECTION 34. FIREROOM-ENGINE ROOM BOUNDARIES. On vessels having no bulkheads separating engine room and fireroom, an imaginary line is to be drawn at after or forward end of boilers, depending on location of boilers, for the purpose of defining engine room or fireroom boundaries. This imaginary line shall not exclude from the duties of the Fireman, Fireman-Watertender, Watertender, and Oilers any work as outlined in their respective working rules.

SECTION 35. NEW EQUIPMENT NOT CARRIED AT PRESENT. In the event the Company should install new or different equipment than that presently in use and covered by this Agreement, the Company and Union shall meet immediately to negotiate working rules to cover such vessel or equipment.

SECTION 36. STANDING SEA WATCHES. DAY WORKERS. Except as otherwise specifically provided, the following ratings may be used to stand watches due to a shortage of unlicensed watch standers without the payment of overtime: Deck Engineer, Engine Utility, Q.M.E.D., Ship's Welder Maintenance and Wiper, or any other qualified day worker.

SECTION 37. CLEANING BILGES. When any member of the Unlicensed Personnel of the Engine Department is required to enter any bilge which has been flooded with fuel oil, for the purpose of cleaning, they shall be paid at the rates prescribed for Tank Cleaning, Article IV, Section 30 (b).

SECTION 38. ENTERING CASINGS ON MOTOR VESSELS. It shall be routine duty of the Unlicensed Engine Room Personnel to key-up the engine. When any member of the Unlicensed Personnel in the Engine Department on motor vessels is required to enter the exhaust trunk casings for the purpose of cleaning or scaling he shall be paid extra compensation at the tank cleaning rate as specified in this Agreement.

SECTION 39. SHIP'S WELDER/MAINTENANCE.

(a) The Ship's Welder/Maintenance Man shall be classed as a day worker in the Engine Department.

(b) He shall be required to do burning, welding, maintenance and repair work anywhere on the vessel as directed by the Chief Engineer.

(c) He shall be required to have qualifications as Fireman, Oiler and Watertender.

(d) He may be used to replace sick, injured or missing watch-standers without the payment of overtime, except as where specifically provided for in this Agreement.

(e) He shall not be required to do general cleaning, painting, cleaning paint, polishing work, wirebrushing, chipping or scaling except in the course of burning, welding, maintenance and repair work.

(f) He shall receive the contractual overtime rate for specified work such as tank cleaning, cleaning bilges, using paint spray guns, etc.

SECTION 40. OILER/MAINTENANCE UTILITY.

1. The Oiler shall be re-rated to Oiler/Maintenance Utility.

2. He shall be required to have the qualifications of Fireman, Oiler and Watertender.

3. He shall be classed as a watch stander and shall perform the routine duties and maintenance of the Oiler and Fireman-Watertender stated in Article IV, Sections 18, 19 and 23, Standard Freightship Agreement.

4. Maintenance overtime shall be divided as equally as possible between men of this rating.

SECTION 41. QUALIFIED MEMBER OF THE ENGINE DEPARTMENT (Q.M.E.D.).

1. The duties of the Qualified Members of the Engine Department (Q.M.E.D.s) shall be all work necessary for the continuance of the operation of the Engine Department.

2. He shall perform maintenance and repairs throughout the vessel under the direction of the Engineer in charge.

3. If he is a day worker, he may be required to replace a missing Watchstander.

4. He may be required to take on fuel and water and to take soundings as directed by the Engineer in charge.

5. When no Ship's Welder-Maintenance is carried he may, if qualified be required to burn and weld.

6. He may be required to assist in any work necessary for the operation of reefer equipment and containers, including the taking of temperatures.

7. He shall not be required to chip, paint, or sougee except where such work is incidental to a specific repair job.

8. When necessary, minor repairs may be made during a routine watch without any penalty payments.

SECTION 42. GENERAL UTILITY DECK/ENGINE.

On vessels, newly constructed or converted and placed in operation on or after June 15, 1975, the above named rating shall perform the normal duties of a Wiper as defined in Article IV, Section 18 of this Agreement. He may further be required to perform such duties normally performed by the rating of Ordinary Seaman. He shall be responsible to the direct supervision of the Chief Engineer or Watch-Engineer on duty except when assigned to the Deck Department, when his duties will be assigned by the Bosun.

This rating shall be classed as a dayworker and when applicable shall receive the premium, overtime, and penalty rates prescribed for the rating of Wiper.

SECTION 43. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime ex-

cept where specifically provided for.

ARTICLE V STEWARD DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Steward Department when the respective ratings are carried, shall be as follows:

Rating	Monthly Rate 4/16/75	Monthly Rate 6/16/76	Monthly Rate 6/16/77
Chief Steward (SL 7's SL 18's, Lash and Mariner)	\$1028.89	\$1075.08	\$1128.83
Steward/Cook	1028.89	1075.08	1128.83
Chief Steward	905.53	930.86	999.40
Chief Cook	804.68	848.14	887.42
Cook & Baker	784.66	823.78	864.97
Second Cook	689.46	723.93	760.13
*Third Cook	680.14	714.15	749.96
Assistant Cook	680.14	714.15	749.96
Messman	554.72	561.46	589.53
Utilityman	554.72	561.46	589.53

*When passengers are carried, the Third Cook will be re-rated as Second and will be paid wages in accordance with this Agreement.

SECTION 2. MINIMUM OVERTIME. At sea, when any member of the Steward Department is called out to work between the hours of 7:30 p.m. and 5:30 a.m., a minimum of two (2) hours overtime shall be paid.

SECTION 3. HOURS OF WORK. (a) No member of the Steward Department shall be required to work in excess of eight (8) hours in any one (1) day without the payment of overtime.

(b) Any work required to be performed outside his regular hours, or on Saturday, Sundays and Holidays, shall be paid for at the applicable overtime rate.

(c) In port all work performed by the Steward Department between the hours of 5 p.m. and 8 a.m., Monday through Friday, shall be paid for at the applicable rate. The spread of hours shall be as provided in this Agreement.

(d) When a vessel proceeds from one (1) city to another City and (always assuming that the vessel is under Register or enrollment and a Custom clearance or permit to proceed is required), then those Cities are to be considered two (2) separate and distinct ports. If a Custom clearance or permit to proceed is not required the two (2) Cities are to be considered the same port for the purpose of applying the overtime provisions of above.

SECTION 4. WORKING HOURS.

Steward—eight (8) hours between 6:30 a.m. and 6:30 p.m.
Chief Cook—eight (8) hours between 6:30 a.m. and 6:30 p.m.

Cook and Baker—eight (8) hours between 6 a.m. and 6 p.m.

Second Cook—7 a.m. to 1 p.m.—4 p.m. to 6 p.m.

Third Cook—7 a.m. to 1 p.m.—4 p.m. to 6 p.m.

Messman—6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

Steward Utilityman—7 a.m. to 1 p.m.—4 p.m. to 6 p.m.

Galley Utility—6:30 a.m. to 10 a.m.—11 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

11 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

SECTION 5. AUTOMATED AND SEMI-AUTOMATED VESSELS. (a) Hours and Duties.

1. The Chief Steward or Steward-Cook shall supervise the Steward Department, eight (8) hours, between 6:30 a.m. and 6:30 p.m.

2. Chief Cook 7:30 a.m.-12:45 p.m.
3:30 p.m.- 6:15 p.m.

Additional duties of the Chief Cook shall be to assist Cook and Baker during rush period at breakfast and keep utensils used by him clean. The Chief Cook shall receive the same port time overtime hours as the Chief Steward.

3. Cook and Baker 6:00 a.m.- 9:30 a.m.
11:00 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

Additional duties of Cook and Baker shall be to prepare, cook and serve all vegetables for dinner and supper meals. Scrub galley after the supper meal with the assistance of a General Utility. Prepare night lunches and cooked salads.

4. Saloon Mess 6:30 a.m.- 9:30 a.m.
10:30 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

Prepare salads except cooked, and all cold drinks used by him. Draw supplies as needed.

5. Crew Mess 6:30 a.m.- 9:30 a.m.
10:30 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

Prepare salads except cooked salads.

6. Utility 6:30 a.m.- 9:30 a.m.
10:30 a.m.- 1:00 p.m.
4:00 p.m.- 6:30 p.m.

On vessels carrying Utilities, the Chief Steward shall assign their duties.

(b) VESSELS CARRYING PASSENGERS

1. When passengers are on board, the Passengers' Utilities working hours shall be the same as the Messman.

2. In all ports the Cook and Baker shall work on a schedule between 6 a.m. and 6 p.m. as set forth by the Steward.

When meal hours are changed for Deck and Engine Departments in accordance with Article II, Section 44, the Steward Department's working hours may be changed accordingly provided, however, that they be given two (2) hours' notice prior to the time necessary to prepare meals.

3. Two dollars and fifty cents (\$2.50) per day, for each passenger over six (6) passengers shall be paid on these vessels when from seven (7) to twelve (12) are carried. These monies shall be divided among the members of the Steward Department who perform the work or, at the Company's option, an additional Passenger Utilityman may be carried.

4. When the vessel commences a voyage without passengers, and without a Passenger Utilityman and is manned in accordance with this section and passengers are taken aboard at a foreign port, two dollars and fifty cents (\$2.50) per day per passenger shall be paid and divided among members of the Steward Department who perform this work.

5. When two dollars and fifty cents (\$2.50) per day per passenger is being paid to members of the Steward Department, there shall be no division of wages as outlined in Article V, Section 7, because of the absence of this member in the Steward Department.

When the company receives no compensation for a minor child then the two dollars and fifty cents (\$2.50) per day shall not be applicable.

If the two dollars and fifty cents (\$2.50) per passenger per day is being paid in lieu of increasing the Steward Department personnel and a passenger boards or leaves a vessel before the serving of any of the three (3) meals, at the beginning or termination of such passenger's voyage, the rate of two dollars and fifty cents (\$2.50) prescribed herein shall be reduced in the amount of eighty four cents (\$.84) for each meal missed.

6. If any person who is not included in the Vessel's contracted manning scale is carried by the vessel, the Company shall pay the Steward Department two dollars and fifty cents (\$2.50) per day for each such person. Cadets, Pilots and additional labor shipped from the SIU Hiring Halls are excluded.

SECTION 6. FULL COMPLEMENT. (a) The full complement of the Steward Department shall be maintained when the vessel is feeding. This shall not apply when a skeleton crew is aboard.

(b) When a skeleton crew is aboard and the ship is feeding, a minimum of five (5) men shall be maintained in the Steward Department.

SECTION 7. WORKING DUE TO ABSENT MEMBERS. (a) When a vessel is in a Continental United States port and a member of the Steward Department is missing, the men who do the missing man's work shall be paid overtime for actual time worked over their normal eight (8) hours.

(b) If a vessel sails without the full complement in the Steward Department as required by this agreement, then the men who do the missing men's work will receive, in addition to a division of wages of the missing men, the overtime that the missing men would normally have made on a Saturday, Sunday or Holiday.

(c) While on a voyage and a member of the Steward Department becomes ill or is injured, and remains aboard the vessel, the men who do his work will receive a division of wages but they shall not receive any overtime for doing this work.

SECTION 8. ROUTINE WORK. (a) The regular routine duties laid out below shall be carried out within the scheduled working hours as specified above and it shall be the duty of the Steward Department to organize so that it is accomplished within eight (8) hours per day as scheduled in this Agreement. Routine duties of the Steward Department shall be to prepare and serve the meals. They shall also clean and maintain, including spot sougeeing and polishing bright work, the quarters of the Licensed Personnel, the Radio Officers, the Pursers, Passengers and the ship's office, all dining rooms, messrooms, washrooms, galley and pantry. They shall sort and cull fruit and vegetables. Unless otherwise specified in this Agreement no overtime applies to the above routine work.

(b) At sea, the Utility, if assigned to the daily cleaning of the radio shack, shall receive not more than three (3) hours overtime per week at the overtime rate.

(c) It shall be routine duties for the Steward Utility to count and bag linen, work in storerooms, linen lockers, toilets and Steward Department enclosed passageways and do general cleaning within his eight (8) hours as directed by the Steward.

(d) Where the Saloon Messmen are required to wax and polish decks, it shall be among their routine duties to maintain same daily. When he is required to remove old wax preparatory to rewaxing, and rewax same, he shall be paid overtime for such work performed.

SECTION 9. RECEIVING STORES. The Steward shall be solely responsible for checking and receiving of voyage stores and linens, and he shall not delegate this responsibility to any other member of the Steward Department. He shall be required to go on the dock to check stores and linens without the payment of overtime during his regular working hours.

SECTION 10. HANDLING STORES. Members of the Steward Department shall not be required to carry any stores or linen to or from the dock, but when stores or linen are delivered at the storeroom doors, meat or chill box-doors, Steward Department men shall place same in their respective places and they shall be paid at the rates indicated in Article II, Section 21 (c), Penalty Overtime with the following definition:

On Watch—Monday through Friday shall be between the hours of 8 a.m. and 5 p.m.

Off Watch—Monday through Friday shall be between the hours of 5 p.m. and before 8 a.m.

On Watch—Saturdays, Sundays and Holidays shall be anytime during their regular working hours on such days. However, daily supplies of provisions for port

consumption when placed aboard shall be stored by Messmen and/or Utilitymen without the payment of overtime provided such work is done within their prescribed eight (8) hours.

SECTION 11. LATE MEALS. When members of the Steward Department are required to serve late meals due to the failure of officers to eat within the prescribed time, the members of the Steward Department actually required to stand by to prepare and serve the late meals shall be paid at the applicable rate.

SECTION 12. SHIFTING MEALS. When meal hours are extended for any reason and any of the Unlicensed Personnel are unable to eat within the required prescribed time, all members of the Steward Department required to stand by to prepare and serve the meals shall be paid at the applicable rate for the time the meal is extended. As much notice as possible shall be given the Steward Department when meal hours are to be shifted, and in no event shall this notice be less than two (2) hours in advance. In the event the two (2) hour notice is not given the meal hour shall not be shifted.

SECTION 13. MEALS IN PORT. (a) When meals are served in port to other than regular members of the crew, passengers, pilot, port engineers, super-cargoes and port captains, when assigned to the vessel, seventy five cents (\$.75) per meal shall be paid and divided among the members of the Steward Department actually engaged in preparing and serving meals.

(b) When food is prepared for persons who do not require the service of messroom, two (2) hours overtime per meal shall be paid for the first group of six (6) persons and fractions thereof, and one (1) hour overtime for each four (4) additional persons or fractions thereof. This money is to be divided equally among the galley force.

(c) No extra meals are to be served without the authority of the Master or officer in charge of the vessel.

SECTION 14. EXTRA PERSONS SLEEPING ABOARD. When persons other than regular crewmembers, passengers, pilot or a company representative sleep aboard, the member of the Steward Department who takes care of the room shall be paid one (1) hour's overtime per day. This does not apply when a ship carries the required complement to accommodate passengers and the number of extra persons aboard do not exceed the full complement of passengers allowed. This does not apply to relief officers.

SECTION 15. SERVING MEALS OUTSIDE OF MESSROOMS. When any member of the Steward Department is required to serve anyone outside of their respective messrooms for any reason, he shall be paid at the applicable rate for time required. However, meals may be served on the bridge to the Master and/or Pilot without the payment of overtime whenever it is necessary for them to be on the bridge for the safety of the ship. The Captain's office or stateroom shall not be classified as the bridge of the ship. This section shall not be construed to apply to passengers or ship's personnel served during regular working hours on account of illness.

SECTION 16. MIDNIGHT MEALS AND NIGHT LUNCHESES. (a) Members of the Steward Department actually engaged in serving hot lunches at midnight are to be allowed three (3) hours' overtime for preparing and serving same.

(b) When not more than the equivalent of one (1) department is served at 9 p.m. or 3 a.m. night lunch, one (1) cook shall be turned out to perform this work. When a midnight hot lunch is served to not more than five (5) men, one (1) cook shall perform this work. When from six (6) to ten (10) men are served, one (1) cook and one (1) messman shall perform this work. When more than ten (10) men are served, one (1) cook and two messmen shall perform this work.

(c) When meals are not provided as specified in Article II, Section 45, the number of the Steward Department who would normally be broken out to prepare such meals shall be paid the overtime specified in paragraph (a) above, at the Overtime Rate.

SECTION 17. CLEANING MEAT AND CHILL BOXES. (a) Members of the Steward Department shall be assigned by the Steward to clean meat and chill boxes and shall be paid at the applicable rate for actual time worked. Boxes shall not be cleaned without the express authorization of the Chief Steward.

(b) Keeping the meat and chill boxes neat and orderly at all times such as cleaning out paper wrapping, crates, etc., within regular working hours is not to be considered overtime.

SECTION 18. MAKING ICE CREAM. When a member of the Steward Department is required to make ice cream he shall be paid at the applicable rate for the time required to make the ice cream.

SECTION 19. MAKING ICE. On ships where ice machines are carried, members of the Steward Department will not be required to make ice or pull ice, but they will distribute the ice once it is pulled. On ships where ice machines are not carried, and members of the Steward Department are required to make ice, overtime shall be paid for such work performed. This does not apply to making ice cubes in small refrigerators or ice machines, which are located in messrooms, pantries or galleys.

SECTION 20. OVERTIME FOR BUTCHERING. When carcass beef, in eighths or larger is carried, the man required to butcher this beef shall be paid a minimum of six (6) hours overtime weekly for butchering. This shall not apply when a Butcher is carried.

SECTION 21. SHORE BREAD. (a) The Company shall furnish bread from ashore in all Continental U.S. ports. When bread is not furnished in Continental U.S. ports within twenty four (24) hours, after arrival, excluding Sundays, and Holidays, the Cook and Baker shall be required to make the bread and will be paid three (3) hours overtime for each batch of bread baked.

(b) When a new Baker is employed he may be required to bake during regular working hours without the payment of overtime.

SECTION 22. SOUGEEING. When members of the Steward Department are required to sougee, overtime shall be paid for the actual number of hours worked, except as provided in Article V, Section 26. Wiping off fingerprints, grease spots, etc., shall not be considered sougeeing.

SECTION 23. CHIPPING, SCALING AND PAINTING. Members of the Steward Department shall not be required to chip, scale or paint.

SECTION 24. DUMPING GARBAGE. No member of the Steward Department shall be required to go on the dock for the purpose of dumping garbage, without the payment of overtime.

On vessels equipped with automatic garbage disposal units located adjacent to the ship's galley, mess room, or storerooms, it shall be routine for the Steward Department to operate such unit during regular working hours without the payment of overtime.

SECTION 25. OIL STOVES. Members of the Steward Department shall not be required to pump oil for the galley range.

SECTION 26. DAY WORK. (a) When the ship is not feeding and members of the Steward Department are on day work, the hours shall be 8 a.m. to 12 noon and 1 p.m. to 5 p.m.

(b) When members of the Steward Department are on day work, they may be required to work in storerooms, linen lockers, toilets, passengers' and officers' quarters, messrooms, galley, Steward Department passageways, handle stores and linen placed aboard ship, and do general cleaning without the payment of overtime.

(c) When members of the Steward Department are on day work, they shall be allowed fifteen (15) minutes for coffee at 10 a.m. and 3 p.m. or at a convenient time near these hours.

(d) When members of the Steward Department are on day work, they shall receive one (1) full hour from 12 noon until 1 p.m. for lunch. This hour may be varied but such variation shall not exceed one (1) hour either way, provided that one (1) unbroken hour shall be allowed at all times for dinner or supper when men are on day work. If one (1) unbroken hour is not given, the men involved shall receive one (1) hour's Penalty Overtime in lieu thereof.

(e) Extra members of the Steward Department who are carried to take care of passengers may be assigned to day work when passengers leave the vessel and such members shall work as directed by the Chief Steward. In addition to the work outlined in subsection (b) of this section, such members may be required to sougee in passengers' quarters, including toilets, washrooms, and alleyways, during their regular hours of work without the payment of overtime. Passenger Utilitymen who are on day work when no passengers are aboard, shall be allowed to work weekend and Holiday overtime, except when the vessel is sailing between Continental United States ports.

SECTION 27. GALLEY GEAR. The Company shall furnish all tools for the galley including knives for the cooks.

SECTION 28. APRONS AND UNIFORMS. White-caps, aprons, and coats worn by the Steward Department shall be furnished and laundered by the Company and white trousers worn by the galley force shall be laundered by the Company.

SECTION 29. ENTERING ENGINEROOM AND FIREROOM. Members of the Steward Department shall not be required to enter the engine or fire room, except as may be required by Article II, Section 18.

SECTION 30. WORK NOT SPECIFIED. Any work performed by the Steward Department that is not specifically defined in this Agreement shall be paid for at the regular overtime rate.

SECTION 31. PYRAMIDING OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE VI OTHER PROVISIONS

SECTION 1. (a) Vessels Sales and Transfers. Prior to any vessel contracted to the Seafarers International Union of North America-Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, being disposed of in any fashion, including but not limited to sale, scrap, transfer, charter, etc., ninety (90) days notification in writing must be sent to Union Headquarters 275 20th St., Brooklyn, New York 11215.

(b) Within forty eight (48) hours of the receipt of such notification, excluding Saturday, Sunday and Holidays, the Union shall have the right to demand that negotiations be commenced immediately on the impact of such sale, scrap, transfer, charter, etc. on the Unlicensed Crew.

SECTION 2. It is agreed that any agreements that are presently in effect covering War Risk Insurance and Area Bonuses be continued as is with no change. In

addition, any and all Addenda, Supplementary Agreements and/or Memorandums of Understanding, the contents of which have not been incorporated into this Collective Bargaining Agreement shall be continued in effect and if modified, as so modified shall be incorporated into and made a part of this Collective Bargaining Agreement.

SECTION 3. It is agreed that for purposes of construction of this Agreement, wherever the masculine gender is used, it shall include the feminine gender.

SECTION 4. The parties agree in general upon the same formulas and principles as utilized in the maritime industry concerning cost of living adjustments. Any such adjustments that may be made will occur in 1976 and in 1977.

other changes shall be the dates provided in the Memorandums of Understanding which have been incorporated into and made a part of this Collective Bargaining Agreement.

ARTICLE VII

EFFECTIVE DATES

The effective date of this Agreement shall be at 12:01 a.m., June 16, 1976 and the effective dates as to all

ARTICLE VIII

TERMINATION

The termination date of this Collective Bargaining Agreement shall be June 16, 1978.

SIU STEWARD DEPARTMENT WORKING RULES

FOR THE
SEAFARERS INTERNATIONAL UNION
OF NORTH AMERICA
Atlantic, Gulf, Lakes and Inland Waters District,
AFL-CIO

In order to insure continued harmony and efficiency in the Steward Department, this outline of duties is submitted as a guide for the Steward and his Department. It is not intended to conflict with or supercede our agreement, nor is it intended in any way to limit the Chief Steward's authority.

Duties of Steward:

Eight (8) hours between the hours of 6:30 a.m. to 6:30 p.m. The Steward shall have the full authority of making any changes and adjustment of this work, according to the circumstances or conditions that may arise, and the Union demands that each member cooperate in carrying out his assignment as a condition of our Contract. It shall be left up to the Steward's good judgment, who will bear in mind that the results are always the determining factor, in better service, maintenance and greater economy. He shall coordinate the work of his Department in the different classes so that none of his men will be taxed unfairly or beyond their capacity. He shall have free access to all parts of the vessel, where the function of his Department is necessary. When settling differences he should make every effort to settle them satisfactorily for all concerned. His employees are entitled to private interviews when brought to task. This will improve the harmonious relationship now existing aboard ships. The regular duties of the Steward shall be to supervise all work of the Steward Department, including the supervision of preparing and serving all meals; he is responsible for the receiving and issuance of all stores, inspection of work, preparing requisitions, taking inventory of stock, authorizing, checking and recording overtime, conforming with the agreement in distribution of extra meals to each man individually, issuance of linen and soaps to the crew and officers on the days designated with the help of the Steward Utility. He shall see to it that the SIU feeding system and list of instructions, as set forth by Headquarters and its representatives, shall be followed and he will be held accountable for its application aboard ship.

When ordering replacements for entry ratings, the Steward shall specify a definite entry rating. The dispatcher should be instructed to call the job as specified for the particular entry rating involved.

The Chief Steward shall set up a schedule for members of the Department to keep the Steward Department quarters clean.

Upon two (2) hours notice, members of the Steward Department shall be required to assist the Steward in taking voyage stores. The Steward will designate the number of men necessary for storing.

He shall prepare all menus and control all keys. He shall see that all quarters under his jurisdiction are cleaned properly, that meals are served on time, authorize the cleaning of all refrigerated storage boxes. He may assist when there is a shortage of help in his Department, he may also do any work he may deem necessary for the efficient operation of his Department.

Duties of the Chief Cook:

Eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m.

The Chief Cook is in charge of the galley. He shall do the butchering, cook roasts, soups, gravies and sauces; direct the preparation and serving of all food, including night lunches, assist the Chief Steward in preparation of the menus when required. He shall work under the supervision of the Chief Steward and shall receive stores when necessary and assist in the proper storage of same. As directed by the Steward, he shall assist in taking inventory of galley stores and galley equipment; also report to the Steward any repairs and replacing of all equipment. He shall render all fats, he shall be responsible for the general cleanliness of the galley and its equipment. He shall keep the meat box in an orderly condition.

Duties of the Cook and Baker:

Eight (8) hours in all ports and at sea, as the Steward may direct, between the hours of 6 a.m. to 6 p.m.

He shall work under the direction of the Chief Cook; he shall do the necessary cooking, baking, breads, pies, cakes, puddings, pastries, hot cakes and all flour work, cook cereals, stewed fruits, assist with cooking and serving meals, and when required, he shall at 6 a.m. start the preparation of all meats left out by the Chief Cook except when the cook and baker is on day work. He shall be responsible for cooking and serving breakfast. He shall slice, prepare and serve all breakfast meats and assist in the preparation and serving of all meals while on day work. He shall assist in the general cleaning and upkeep of the galley and equipment. On Liberty ships where there is no Galleyman, he shall

do the Third Cook's duties between 9 a.m. to 10 a.m.

Duties of the Second Cook:

7 a.m. to 1 p.m.—4 p.m. to 6 p.m.

The Second Cook shall work under the direction of the Chief Cook and the Cook and Baker. He shall cook all vegetables and assist in preparing for the cooking and serving of all meals, prepare all cooked salads, and shall assist the Night Cook and Baker with breakfast to order. He shall prepare all night lunches. He shall assist in the general cleaning and upkeep of the galley and equipment, sort and cull perishable fruits and vegetables, with the Galleyman, as required.

Duties of the Third Cook:

7 a.m. to 1 p.m.—4 p.m. to 6 p.m.

The Third Cook shall work under the direction of the Chief Cook and other Cooks. He shall prepare and cook all vegetables, keep a sufficient amount of onions, carrots, etc., available for use, sort and cull perishable vegetables and fruits, with the Galleyman, as required. Keep refrigerated space neat and orderly, and clear out paper wrappings, crates, etc. Draw necessary linen for galley in exchange for soiled linens, assist in the general cleaning of galley and equipment, return unused and leftover food to the refrigerator when necessary. When no Galley Utility is carried, he shall perform the work of the Galley Utility, and his working hours shall be 6:30 a.m. to 9 a.m., 10 a.m. to 1 p.m., 4 p.m. to 6:30 p.m.

Duties of the Galley Utility:

6:30 a.m. to 10 a.m.—11 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Galley Utility shall work under the direction of all Cooks; he shall clean the galley and all utensils, peel potatoes, and vegetables, cull perishable vegetables and fruits with the Third Cook or Second Cook, and keep refrigerated spaces neat and orderly, clearing out paper wrappings, crates, so forth; empty and scrub garbage pails. After each meal, scrub galley deck. He shall assist Chief Cook in drawing daily meats from meat box, when required. Each morning after breakfast draw stores as directed, including linen. Clean between deck, passageways, outside refrigerator boxes and stairway leading to the main deck. Light fires when prescribed.

Duties of the Passenger Utility:

6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

When passengers are aboard, the Passenger Utility shall make and clean the passenger rooms each morning. He shall be responsible mostly for the caring of and services to passengers, as the Chief Steward may direct, clean passenger lounges and smoking room. He may be required to assist Steward in receiving and disembarking passengers. When six (6) or less passengers are carried he is to serve them breakfast. He is to serve lunch and dinner at all times and when over six (6) passengers are carried he will work in conjunction with the Saloon and Pantry Messmen, as the Steward may direct.

Duties of the Saloon Messman:

6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Saloon Messman shall be responsible for the serving of the three (3) meals daily to the Captain and Officers; he shall also assist in serving all meals to passengers. However, the Saloon Messman and Saloon Utility are solely responsible for preparing and serving breakfast when more than six (6) passengers are carried. He shall be responsible for the cleanliness of the saloon, condiments, etc., polish silver and clean port boxes and glasses, mop the saloon each morning after breakfast and sweep after each meal, and clean fans in saloon. Draw all linen to be used in the saloon and be responsible for the setting of all tables for service. Spot sougee when necessary.

Duties of the Saloon Utility:

6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Saloon Pantryman shall be responsible for the pantry and the refrigerator and fruits and all needed stores for the officers and passenger service. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. Keep pantry and utensils, bootlegs, steamtables, crockery and pans used by him, cleaned after each meal. Dish out food at service. Make coffee at each meal and morning (coffee time) before retiring. Empty and scrub garbage pail after each meal, work jointly with Saloon Messman and Passenger's Utility in preparation and serving at all times. He may be required to assist in serving breakfast with Saloon Messman when more than six (6) passengers are carried. Spot sougee when necessary.

Duties of the Crew Messman:

6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4 p.m. to 6:30 p.m.

The Crew Messman is in charge of the crew messroom; responsible for silverware and glasses, condiments, and serving three (3) meals a day. Provide milk,

box cereals, butter, bread, cold drinks, and needed supplies; scrub the deck each morning before retiring. Clean messroom refrigerator, tables and chairs and spot sougee when needed. Assist the Pantryman with salads. Place night lunches in proper places. Leave out a few cups and spoons after each meal. He shall check that there are necessary stores left out for night, such as coffee, sugar, milk, etc. Also clean fans in messroom.

Duties of the Crew Utility:

6:30 a.m. to 9:30 a.m.—10:30 a.m. to 1 p.m.—4:30 p.m. to 6:30 p.m.

The Crew Pantryman shall be responsible for the cleanliness of the crew pantry crockery, coffee urn, percolators, all pots and pans used by him, and refrigerators; scrub deck each day and sweep after each meal. Make coffee for each meal and coffee for the crew for morning (coffee time) before retiring. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. He shall assist Messman in serving when required during rush period. Draw needed supplies for the crew messroom and assist Crew Messman in making cold drink. Spot sougee when necessary.

Duties of the Steward Utility:

7:00 a.m. to 1 p.m.—4 p.m. to 6 p.m.

Routine duties of the Steward Utility shall, other than making and cleaning officers' quarters, include work in storerooms, linen lockers, ship's office, officers' passageways and stairways, clean Steward Department showers, and toilet, count and bag linen, issuance of linen and soaps when necessary; do the general cleaning as the Steward may designate. Clean the recreation room alternately with the Wiper and Ordinary Seaman. The laundry is cleaned by each Department alternately.

Note:—Members of the Steward Department who are required to obtain stores from refrigerated spaces shall assist in keeping refrigerated spaces clean by removing paper, wrappings, crates, etc.

On certain types of vessels the Messman and Utilitymen may be required to clean certain ladders and passageways as part of their routine duties.

SIU STEWARD DEPARTMENT GUIDE

In order to improve the preparation and serving of food and eliminate waste on all SIU-contracted vessels, the following guide shall be put into effect:

(1) Menus are to be prepared daily, on main entrees at least twenty-four (24) hours in advance. Standardization must be avoided.

(2) The Chief Steward is to issue all daily stores when practicable and must control all keys. Storerooms and ice boxes are to be kept locked at all times.

(3) Maximum sanitary and orderly conditions must be observed in all Steward Department facilities such as galley, messrooms, storerooms, etc. No smoking in the galley at any time. No smoking by any Steward Personnel while serving or preparing food.

(4) White jackets must be worn by Messman at all times while serving. T-shirts may be worn while preparing for meals. Galley gang to wear white caps, cooks jackets, white or T-shirts during hot weather. Caps to be paper or cloth. Cooks jackets to be ¾ length sleeves. However, white or T-shirts may be worn by Messman during hot weather.

(5) Only qualified food handlers are to handle food and all personnel outside of the Steward Department are to be kept out of the galley at all times.

(6) All entrees such as meat, fowl, and fish, including ham and bacon for breakfast, must be served from the galley and when practical, vegetables should also be served from the galley.

(7) All steaks and chops are to be grilled to individual order. However, chops may be grilled thirty (30) minutes prior to serving, when necessary. Meats and roasts must be carved to order.

(8) No plates should be overloaded and only non-watery vegetables will be served on the same plate with the meat or other entree. Other vegetables to be served on side dishes.

(9) At least two (2) men of the galley gang must be in the galley during meal times. The Steward is to supervise the serving of all meals. Either the Steward or the Chief Cook must supervise the meals when in port. Steward to be aboard and responsible to check voyage stores when they are received.

(10) Salads, bread, butter and milk are to be placed on the table not more than five (5) minutes before the serving and only on tables where needed.

(11) All coffee served for meals and coffee time is to be made in electric percolators when practicable.

(12) No food, including vegetables, is to be thrown away after meals without the consent of the Steward

or the Chief Cook. Use left-overs as soon as possible, not to exceed forty-eight (48) hours.

(13) Such items as sardines, boiled eggs, sliced left-over roasts, such as pork, beef, ham, etc., potato salad, baked beans, besides the ordinary run of cold cuts and cheese are to be served for night lunch. The night

lunches are to be cut and placed by the 2nd Cook or 3rd Cook before retiring.

(14) Hot bread or rolls to be baked daily when practicable. Cakes or pastry to be served at coffee time as much as possible.

(15) Stewards must keep a record of all menus for

reference.

(16) Ground coffee for the black gang to be drawn from the Steward within the Steward's working hours and not from the pantry.

(17) Typewritten copy of the daily menu to be furnished the galley force.

SHIPPING RULES—JUNE 16, 1975

Preamble

Every seaman seeking employment through the hiring halls of the Seafarers International Union of North America-Atlantic, Gulf, Lakes and Inland Waters District (hereinafter called the "Union") shall be shipped pursuant to the following Shipping Rules. Nothing contained in these Shipping Rules is in any way intended to create any indemnity obligation on the part of either the Union or the Seafarers Welfare Plan.

1. Seniority

A. Subject to the conditions and restrictions on employment contained in agreements between the Union and contracted Employers and to the Rules set forth herein, seamen shall be shipped out on jobs referred through the Union's hiring halls according to their class of seniority rating.

B. The following shall be the classes of seniority rating:

1. Class "A" seniority rating, the highest seniority rating, shall be possessed by:

(a) all unlicensed seamen who possessed such rating on Sept. 8, 1970, pursuant to the Shipping Rules then in effect;

(b) all unlicensed seamen who possess Class "B" seniority rating pursuant to these Rules and who have shipped regularly as defined herein for eight (8) consecutive years, provided such seamen have maintained their Class "B" seniority rating without break and provided further that they have completed satisfactorily the advanced course of training then offered by the Harry Lundeberg School of Seamanship for the Department in which such seamen regularly ship; and

(c) all unlicensed seamen who have been upgraded to Class "A" seniority rating by the Seafarers Appeals Board pursuant to the authority set forth herein.

2. Class "B" seniority rating, the second highest seniority rating, shall be possessed by:

(a) all unlicensed seamen who possessed such rating on Sept. 8, 1970 pursuant to the Shipping Rules then in effect;

(b) all unlicensed seamen who possess Class "C" seniority rating pursuant to these Rules and who have shipped regularly as defined herein for two (2) consecutive years; and

(c) all unlicensed seamen who possess Class "C" seniority rating pursuant to these Rules and who have graduated from the Harry Lundeberg School of Seamanship entry rating training program and have been issued a ship assignment card in accord with these Rules.

3. Class "C" seniority rating, the lowest seniority rating, shall be possessed by all unlicensed seamen who do not possess either class "A" or class "B" seniority ratings.

C. A seaman shall be deemed to have shipped regularly within the meaning of these Rules if he has been employed as an unlicensed seaman no less than ninety (90) days during each calendar year aboard one or more American-flag merchant vessels covered by a collective bargaining agreement between the Union and the owner or operator of such vessels.

D. Employment by or at the request of, or election to any office or job in, the Union shall be the equivalent of covered employment described in the preceding paragraph; and seniority credit under these Rules shall accrue during the period that such employment, office or job is retained.

E. Seniority credit shall be accrued on the basis of total covered employment, without regard to whether such employment was served in the Deck, Engine or Steward Departments.

F. The ninety (90) day period of employment required of a seaman during any year to constitute shipping regularly within the meaning of these Rules shall be reduced proportionately in accord with the amount of time spent by such seaman during that year as a bonafide in- or out-patient in the continuing care of a U.S.-P.H.S. or other accredited hospital. (For example, four months' in-patient time during a given calendar year reduces the ninety (90) day employment requirement for that year by one-third to sixty (60) days.)

G. In the event a seaman possessing less than Class "A" seniority rating fails to ship regularly within the meaning of these Rules during a particular year, he shall lose all accumulated employment credit for that and all preceding years in his then current seniority rating.

H. In the event a seaman's covered employment has been interrupted by circumstances beyond his control, resulting in his failure to ship regularly within the meaning of these Rules, the Seafarers Appeals Board may, upon application of the affected seaman, grant such total or partial seniority credit for the time lost as the Board may deem necessary in its sole discretion to avoid undue hardship.

I. In the event a seaman's covered employment is interrupted by service in the Armed Forces of the United States, resulting in his failure to ship regularly within the meaning of these Rules, such seaman shall suffer no loss of seniority credit accrued prior to his entry of military service if he registers to ship pursuant to these Rules within one hundred twenty (120) days following his separation from military service.

2. Shipping Procedure

A. Subject to the specific provisions of these Rules, unemployed seamen shall be shipped only if registered as provided herein and in the order of the priorities established in Rule 2 C (3) hereof.

B. The following rules shall govern the registration of unemployed seamen for shipping through Union hiring halls:

1. Unemployed seamen shall register only at the port through which they desire to ship. No seaman shall be registered at more than one port at the same time, nor if they are employed aboard any vessel.

2. All seamen possessing U.S. Coast Guard endorsements, varying certified deck or engine ratings, shall be registered in Group I or Group II of their respective departments. In the Steward Department, seamen shall be registered in Group I-S, I or II upon presentation of their seniority identification card and providing proof of qualification for such registration. All other seamen shall be registered as "Entry Ratings," as defined in Rule 3, Departments and Groups and may bid for any job in the "Entry Ratings" Department. Upon attaining endorsements from the U.S. Coast Guard of certified ratings, in the Group I or II category, in either the Deck or Engine Department as defined in Rule 3, Departments and Groups, or having sailed in the Steward Department for a minimum of 6 months, application may be made to the Seafarers Appeals Board for consideration for permanent registration in the Deck, Engine or Steward Departments.

3. Shipping registration cards shall be non-transferable and shall be issued at Union hiring halls only upon application in person by seamen desiring the same. Shipping registration cards shall be time- and date-stamped when issued and shall show the registrant's class of seniority rating, Department and Group.

4. Shipping registration cards shall be issued during the regular business hours of the Union's hiring halls. Every seaman desiring to register must possess and submit all documents required by the United States Coast Guard and by applicable law for employment as a merchant seaman aboard U.S.-flag vessels. At the time of registration each seaman is responsible for producing sufficient

evidence to establish his class of seniority rating. For this purpose an appropriate seniority identification card issued by the Union shall be deemed sufficient, although other official evidence of employment, such as legible U.S. Coast Guard discharges, may also be submitted.

5. In ports where the Seafarers Welfare Plan maintains a clinic, no seaman shall be registered for shipping unless he submits a valid Seafarers Welfare Plan clinic card at the time of registration.

6. To remain valid, seniority registration cards must be stamped once each month in the port of issuance. The dates and times for such stamping shall be determined by the Port Agent for each port, and each registrant shall be notified of the dates and times for stamping when he receives his shipping registration card. A seaman who fails to have his shipping registration card so stamped during any month shall forfeit the same and shall be required to re-register. In the event circumstances beyond his control prevent a seaman from having his shipping registration card so stamped, the Port Agent may stamp such card as if the seaman had been present on the required time and date, upon submission by the seaman of adequate evidence of the circumstances preventing his personal appearance.

7. Subject to the provisions of these Rules, shipping registration cards shall be valid only for a period of ninety (90) days from the date of issuance. If the ninetieth (90th) day falls on a Sunday, a national or state holiday, or on a day on which the Union hiring hall in the port of registration is closed for any reason, shipping registration cards which would otherwise expire on such day shall be deemed valid until the next succeeding business day on which the said hiring hall is open. Shipping registration cards' periods of validity shall also be extended by the number of days during which shipping in the port of registration has been materially reduced by strikes affecting the maritime industry generally or by other similar circumstances.

C. The following Rules shall govern shipping of registered seamen through Union hiring halls:

1. Seamen shall be shipped only through the hiring hall at the port where they have registered for shipping. No seaman shall be shipped on a job outside of the Department or Group in which he is registered except under emergency circumstances to prevent a vessel from sailing short-handed, or as otherwise provided in these Rules.

2. Jobs referred to the Union hiring hall shall be announced and offered to registered seamen at the times and according to the procedures set forth in Rule 4 hereof. At the time each job is so offered, registered seamen desiring such job shall submit their shipping registration cards, U.S. Coast Guard Merchant Mariner's documents, and valid Seafarers Welfare Plan clinic cards to the hiring hall dispatcher. The job so offered shall be awarded to the seaman in the appropriate Department and Group possessing the highest priority, as determined pursuant to Rule 2 C (3) hereof.

3. Within each Department, seamen of higher seniority rating shall have priority for jobs over seamen of lower seniority rating, even if such higher seniority seamen are registered in a different Group from that in which the offered job is classified. As between seamen of equal seniority ratings within the same Department, priority shall be given to the seaman registered for the Group in which the offered job is classified. In the event seamen of equal priority under this paragraph bid for the same job, the job shall be awarded to the seaman possessing the earliest dated shipping registration card.

4. Notwithstanding any other provisions of these Rules, no job shall be awarded to a seaman who is under the influence of alcohol or drugs at the time such job is offered; nor shall any seaman be awarded any job unless he is qualified therefor in accord with law or unless he submits, if necessary, appropriate documents establishing such qualifications.

5. The seaman awarded a job under Rule 2 C (2) hereof shall immediately surrender his shipping registration card and shall receive two job assignment cards containing his name and the details of the job. When reporting aboard his vessel, the seaman shall present one job assignment card to the head of his Department and the other to the Union department delegate.

D. A seaman who quits or is fired from a job during the same day on which he reports for such job shall retain his original shipping registration card if he has received no compensation for such day's employment and if he reports back to the dispatcher on the next succeeding business day. A seaman who quits or is fired after the day he reports for a job shall secure a new shipping registration card.

E. A seaman who receives job assignments pursuant to Rule 2 C (5) hereof and subsequently rejects or quits the same on two occasions within the period of his shipping registration card's validity shall forfeit his shipping registration card and shall secure a new shipping registration card.

F. All seamen registered for shipping, other than those possessing Class A seniority rating, who are unavailable to accept or fail or refuse to accept three jobs for which they are qualified during any one period of registration may forthwith be refused the right to register for employment under these Rules for a period of twelve (12) months. Upon application as provided in these Rules the Seafarers Appeals Board may shorten or revoke such refusal of registration for good cause shown.

G. Seamen with Class C seniority rating shipped pursuant to these Rules may retain such jobs for one round trip or sixty (60) days, whichever is longer. At the termination of such round trip or on the first opportunity following the sixtieth (60th) day on the job, such seaman shall sign off their vessels; and the vacant job shall be referred to the Union hiring hall.

H. Seamen with Class B seniority rating shipped pursuant to these Rules may retain such jobs for a period of one round trip or one hundred eighty (180) days, whichever is longer. At the completion of such round trip or at the first opportunity following the one hundred eightieth (180) days on the job, such seamen shall sign off their vessels; and the vacant job shall be referred to the Union hiring hall.

I. The provisions of Sections G and H of this Rule 2 shall not apply if they would cause a vessel to sail short-handed. For the purposes of these sections the phrase, "round-trip," shall have its usual and customary meaning to seamen, whether such "round-trip" be coastwise, intercoastal or foreign. On coastwise voyages, if a vessel is scheduled to return to the area of original engagement, a seaman of less than Class A seniority rating shall not be required to leave such vessel until the vessel reaches the said area. On intercoastal and foreign voyages, if a vessel pays off at a port in the Continental United States other than in the area of engagement, and if such vessel is scheduled to depart from said port of payoff within ten (10) days after arrival to return to the area of original engagement, a seaman of less than Class A seniority rating shall not be required to leave the vessel until it arrives in the area of original engagement.

J. No seaman shipped under these Rules shall accept a promotion or transfer aboard ship unless there is no time or opportunity to dispatch a seaman to fill such vacant job from a Union hiring hall.

3. Departments and Groups

A. Jobs aboard vessels covered by these Rules are classified according to the following schedule of Departments and Groups.

DECK DEPARTMENT

GROUP I—DAY WORKERS

Boatswain
Boatswain's Mate
Carpenter

Deck Maintenance
Watchman-Day Work
Storekeeper

GROUP II—RATING WATCH STANDERS

Quartermaster
Able Seaman

Car Deckman
Watchman-Standing Watches

ENGINE DEPARTMENT

GROUP I

Chief Electrician
1st, 2nd, 3rd Ref. Eng'r.
2nd Electrician
Unlic. Jr. Eng'r.-Day Work
Unlic. Jr. Eng'r.-Watch
Plumber-Machinist
Electrician/Ref. Maint.
Crane M/T Electrician

Chief Ref. Eng'r.
Chief Storekeeper
Evap. Maintenance Man
Pumpman, 1 and 2
Engine Maintenance
Ship's Welder/Maintenance
QMED
Engine Utility Reefer Maintenance

GROUP II

Deck Engineer
Engine Utility
Oiler-Diesel
Oiler-Steam

Watertender
Fireman/Watertender
Fireman
Oiler Maintenance/Utility

STEWARD DEPARTMENT

GROUP I (S) RATED MEN

Chief Steward-Passenger
Steward

2nd Steward-Passenger
Steward/Cook

GROUP I—RATED MEN

Chief
Cook and Baker
Chief Cook

2nd Cook and Baker
Butcher

GROUP II

2nd Cook, 3rd Cook and Assistant Cook

ENTRY DEPARTMENT

GROUP III

Ordinaries on Watch
Wiper
Utility Messmen
Waiters

General Utility Deck/Engine
O.S. Deck Maintenance
Messman
General Steward's Utility

B. After having attained permanent registration in accordance with the procedure set forth in Rule 2, B-2, a seaman may not change the Department in which he ships without the loss of accrued seniority unless he receives permission from the Seafarers Appeals Board. The Seafarers Appeals Board shall grant such permission only upon proof establishing in the sole judgment of the Board that medical reasons warrant the change.

4. Business Hours and Job Calls

A. Except as otherwise provided herein, all Union hiring halls shall be open Monday through Friday from 8:00 A.M. until 5:00 P.M. and on Saturday from 8:00 A.M. until 12:00 Noon. The hiring halls shall be closed on July 4, Christmas Day, New Year's Day, Labor Day and such other holidays as are determined by the Port Agents. Notice of such additional closings shall be posted on the hiring hall's bulletin board on the day preceding the holiday.

B. All jobs referred to Union hiring halls shall be posted on the shipping board before being announced. Jobs shall be announced hourly as close to the hour as may be practicable during business hours of the Union's hiring halls, except that there shall be no job calls at 8:00 A.M., at 12:00 Noon, and at 5:00 P.M. During non-business hours, or in the event of exceptional circumstances, a job may be posted and announced at any time after it is received. Notwithstanding the foregoing, the Port Agent may establish for a Union hiring hall such other regular schedule of daily job calls as may be warranted by the level of shipping or other circumstances affecting such hiring hall. Such other schedule as may be established, however, shall be in writing and posted on the hiring hall bulletin board.

C. Seamen holding Class C seniority rating shall not bid for a job offered pursuant to these Rules until the same has appeared on eight job calls without being taken. If the eighth job call does not produce a qualified seaman possessing either Class A or Class B seniority rating, the said job shall be awarded to the seaman possessing Class C seniority rating entitled to the same under these Rules. This Rule shall not apply if it would cause a vessel to sail short-handed or late.

D. In ports other than "major" ports as defined under these Rules, if the first call of a vacant job does not produce a qualified seaman possessing Class A seniority rating, the job shall be referred to the nearest major port. The said job shall then be offered at the said major port at the next four (4) job calls. During such calls only qualified seamen possessing Class A seniority rating may bid for such job. In the event the job still remains open, it shall be referred back to the original port and there offered to seamen possessing Class A or Class B seniority ratings, otherwise entitled to the job under these Rules. This Rule shall not apply if it would cause a vessel to sail short-handed or late. If the vessel is not available in a port to fill a specific job and a seaman has to be shipped from another port to fill such job, transportation shall be provided by the Company. Any seaman accepting a job under such circumstances and fails to join and sail with the vessel to which he was dispatched, must reimburse the Company for any monies advanced at transportation. The Union will assist in such collection. The provisions of Rule 4, C shall be subordinate to this Rule 4, D. The following ports shall be considered "major" ports for the purposes of these Rules: New York, Baltimore, Mobile, New Orleans, Houston and San Francisco.

E. Notwithstanding any other provision of this Rule 4, if the first call of a vacant Group III or 3rd Cook job does not produce a qualified seaman possessing Class A or B seniority, the job shall be referred to the hiring hall at Piney Point, Maryland, where the job shall then be offered at a job call. If after the first call of such job, the job remains open, it shall be referred to the port from which it was originally offered, to be offered or referred, as the case may be, in accordance with Paragraph D above.

5. Preferences and Priorities

A. Notwithstanding any other provisions to the contrary contained in these Rules, the following preferences shall apply:

1. A seaman shipped pursuant to these Rules whose vessel lays up less than fifteen (15) days after his original employment date shall receive back the shipping registration card on which he was shipped, provided the said card has not expired in the interim period.

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are referred. The period of such priority shall be extended by the number of days of lay-up resulting from strikes affecting the maritime industry generally or other similar circumstances.

3. Seamen possessing Class C seniority rating and a certificate of satisfactory completion of the Harry Lundeberg School of Seamanship entry rating training program shall have priority for jobs over other Class C personnel.

4. (a) Within each class of seniority rating in the Deck Department, priority for the job of Bosun shall be given to those seamen possessing a certificate of recertification as bosun from the Deck Department Recertification Program, in the event such program is being offered. In the event there are no such Recertified Bosuns available, priority shall be given to those seamen who have either actual seetime as able seamen of at least thirty-six (36) months, or actual seetime in any capacity in the Deck Department of at least seventy-two (72) months, of actual seetime as bosun of at least twelve (12) months, in all cases aboard vessels covered by these Rules.

(b) Within each class of seniority rating in the Deck Department, priority for the job of Quartermaster shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the H.L.S.S. for the rating of Quartermaster, in the event such training is being offered.

5. (a) Within each class of seniority rating in the Engine Department priority for the job of Chief Electrician shall be given to those seamen who have actual seetime aboard vessels covered by these Rules of at least thirty-six (36) months in the Engine Department including at least twelve (12) months as Second Electrician.

(b) Within each class of seniority rating in the Engine Department, priority for the job of Q.M.E.D. shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the H.L.S.S. for the rating of Q.M.E.D., in the event such training is being offered.

6. Within each class of seniority rating in the Steward Department, priority for jobs of steward and third cook shall be given to those seamen who possess a certificate of recertification in their rating from the Steward Department Recertification Program, in the event such program is being offered. If there are no such Recertified Stewards available, priority for jobs of steward shall be given to those seamen who have actual seetime of at least thirty-six (36) months in the Steward Department in a rating above that of Third Cook, or who have actual seetime of at least twelve (12) months as Steward, in all cases aboard vessels covered by these Rules.

7. Within each class of seniority rating in every Department, priority for entry rating jobs shall be given to all seamen who possess Lifeboatman endorsement by the United States Coast Guard. The Seafarers Appeals Board may waive the preceding sentence when, in the sole judgment of the Board, undue hardship will result or extenuating circumstances warrant such waiver.

8. In the event an applicant for the Steward Department Recertification Program or the Deck Department Recertification Program for bosuns is employed in any unlicensed job board a vessel covered by these Rules at the time he is called to attend such program, such applicant, after successful completion of the program, shall have the right to rejoin his vessel in the same job upon its first arrival in a port of payoff within the continental limits of the United States.

9. A seaman who registers to ship pursuant to these Rules within two (2) business days following his discharge as an inpatient from a U.S.P.H.S. or other accredited hospital and who produces official written evidence of such confinement, shall be issued a shipping registration card dated either thirty (30) days earlier than the actual date of registration if such confinement lasted at least thirty (30) days, or, if it lasted less than thirty (30) days, with the date such confinement commenced.

6. Standby and Relief Jobs

A. Priority for standby and relief jobs shall be determined according to the provisions of Rule 2 C (3), except that a seaman who has had any standby or relief jobs during the period of his shipping registration card's validity shall not have priority for such jobs over seamen of the same class of seniority rating who have had a lesser number of standby or relief jobs during the period of their shipping registration cards' validity.

B. After the termination of standby or relief employment, the seaman involved shall receive back his original shipping registration card, unless the same has expired in the interim period.

C. A seaman on a standby or relief job pursuant to these Rules shall not take a regular job aboard any vessel until his standby or relief job terminates, he returns to the hiring hall, and he secures such regular job pursuant to the provisions of Rule 2 C hereof.

D. A seaman employed pursuant to these Rules on a regular job who requires time off and secures permission therefor shall notify the nearest Union hiring hall, and a relief man shall be dispatched. No relief man shall be furnished for less than four (4) hours nor more than three (3) days' work. The seaman shall pay his relief man for the number of hours worked at the overtime rate applicable to the job Monday through Friday. On Saturday, Sunday and Holidays, he shall pay the premium rate. Relief man shall be requested only when required by the head of the Department involved aboard the subject vessel.

E. A seaman employed pursuant to these Rules who has been called to attend the Steward or Deck Department Recertification Programs may be temporarily replaced by a relief man for the duration of such program. In the event such seaman is not replaced by a relief man but terminates his job instead, the provisions of Rule 5 A (8) shall apply.

7. Seafarers Appeals Board

A. The Seafarers Appeals Board shall have sole and exclusive authority to administer these Rules and to hear and determine any matter, controversy or appeal arising thereunder, or relating to the application thereof.

B. The Seafarers Appeals Board shall have four (4) members, two appointed by the Union and two appointed by that committee representing the majority of contracted Employers for purposes of negotiations with the Union, commonly known as the Management Negotiating Committee. Each party shall also appoint two alternates for the members so appointed, to serve in the absence of such members.

C. The quorum for any action by the Seafarers Appeals Board shall be at least one member appointed by each party. At any meeting of the Seafarers Appeals Board, the members appointed by each party shall collectively cast an equal number of votes regardless of the actual number of members present and voting. Except as otherwise provided herein decisions of the Seafarers Appeals Board shall be unanimous. In the event of a tie vote the Board shall elect an impartial person to resolve the deadlocked issue. In the event the Board is unable to agree on such an impartial person, the matter shall be submitted to final and binding arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules then in effect of the American Arbitration Association.

D. Any person or party subject to or aggrieved by the application of these Rules shall have the right to submit any matter arising under these Rules to the Seafarers Appeals Board for determination. Such submission shall be in writing, shall set forth the facts in sufficient detail to identify the matter at issue, and shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, N.Y. 11215. An applicant desiring to be heard in person before the Board shall request the same in his written application. In such event the applicant shall be notified at least two weeks prior to the Board's next regular meeting of the date and location of such meeting, and the applicant may attend such meeting at his own expense and be heard.

E. All applications to the Seafarers Appeals Board shall be ruled on initially by the Chairman, subject to confirmation or overruling by the Board at its next meeting. Prior to the Board's action, however, the Chairman may initiate such administrative steps as he deems necessary to implement his preliminary determination.

F. The Board shall meet no less than quarterly and shall establish such reasonable procedures, consistent with these Rules, as it deems necessary. Meetings of the Board may be either in person or in writing. Meetings in writing shall be signed by all members of the Board.

8. Discipline

A. Although under no indemnity obligation of any sort, the Union will not be required to ship persons who, by their behavior in the course of employment aboard contracted vessels, during programs of the Harry Lundeberg School of Seamanship and at hiring halls subject to these Shipping Rules, demonstrate that their presence aboard contracted vessels may prevent safe and efficient operation of such vessels or create a danger or threat of liability, injury or harm, to such vessel and their crews. Persons not required to be shipped shall include without limitation those guilty of any of the following:

1. Drunkenness or alcoholism.
2. Use, possession or sale of narcotics.
3. Use or possession of dangerous weapons or substances.
4. Physical assault.
5. Malicious destruction of property.
6. Gross misconduct.
7. Neglect of duties and responsibilities.
8. Deliberate interference with efficient operation of vessels, of the Harry Lundeberg School of Seamanship or of hiring halls subject to these Rules.
9. Deliberate failure or refusal to join vessels.
10. Any act or practice which creates a menace or nuisance to the health or safety of others.

B. No seaman shall suffer any temporary or permanent loss of shipping rights under Rule 8 A hereof, except, pursuant to the following procedures:

1. The Union, a contracted Employer, or the Harry Lundeberg School of Seamanship shall initiate a proceeding under this Rule 8 by filing a written complaint with the Chairman of the Seafarers Appeals Board and mailing a copy thereof to the subject seaman. The Chairman shall thereupon name a committee of two persons, one representing the Union and one representing management, to hear and determine the complaint.

2. The hearing committee shall prepare a written specification of charges and notice of hearing, which shall be sent to the subject seaman by certified mail, addressed to his last known residence. Such notice shall provide at least two weeks' time for the seaman to prepare his defense and shall give the seaman up to one week before the hearing date to request a change of date or location of such hearing. The hearing committee shall initially locate the hearing at the Union hiring hall closest to the subject seaman's last known residence. Pending the hearing, the seaman may register and ship in accord with these Rules and his current seniority status.

3. The hearing shall proceed as scheduled, whether or not the accused seaman is present. The hearing committee shall give the charging and charged parties full opportunity to present their evidence either in person or in writing. No formal rules of evidence shall apply, but the committee shall accept all relevant evidence and give the same such weight as the committee alone may deem appropriate.

4. The hearing committee shall render and announce its decision on the day of hearing, as soon as possible after the completion thereof. A decision upholding the complaint shall be unanimous. The committee shall reduce its decision to writing, sign the same, and send copies thereof to the Seafarers Appeals Board, to the complaining party, and to the accused seaman by certified mail, return receipt requested.

5. The seaman may appeal all or any aspect of the hearing committee's decision to the Seafarers Appeals Board. Such appeal shall be in writing and shall set forth the basis for the appeal in sufficient detail to be understood. The seaman shall send his appeal by certified mail, return receipt requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, N.Y. 11215, within ten (10) days following the decision, except that the Board may extend the time for filing an appeal for good cause shown.

6. The Seafarers Appeals Board shall hear all appeals arising under this Rule 8 at its next regular meeting after receipt thereof, provided the appeal has been received in sufficient time for the Board to give at least five (5) days' written notice to the seaman of the time and place of the meeting at which his appeal will be considered.

7. The Seafarers Appeals Board's decision on the appeal shall be in writing, and copies shall be sent to the complaining party and the seaman by certified mail, return receipt requested. Pending hearing and determination of the appeal the decision of the hearing committee shall be in full force and effect.

8. A final appeal shall be allowed by the involved seaman from decision of the Board to the impartial Umpire designated pursuant to Rule 8 C hereof. Such appeal shall be in writing and shall set forth the basis of the appeal in sufficient detail to be understood. Such appeal shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 275 20th Street, Brooklyn, N.Y. 11215, within ten (10) days following receipt of the Seafarers Appeals Board's decision. The Board shall forward all such appeals to the impartial Umpire, who shall set the time and place of hearing of the appeal in New York City within thirty (30) days following receipt of the appeal and shall notify all parties in writing. The impartial Umpire may reasonably extend any time limit provided in this paragraph upon good cause shown. The impartial Umpire shall render his decision in writing and shall cause copies to be mailed to all parties by certified mail, return receipt requested. The decision of the impartial Umpire shall be final and binding and may be reduced to judgment by any party.

C. The impartial Umpire provided for in the preceding paragraph shall be a permanent arbitrator appointed by and to serve at the pleasure of the Seafarers Appeals Board. In the event the Board is unable to agree upon an impartial Umpire, for each appeal arising under Rule 8 B (8) hereof the Seafarers Appeals Board shall request the chief executive officer of any Federal, State or City government agency maintaining lists of impartial arbitrators to designate an Arbitrator to hear and determine such appeal.

D. Nothing in this Rule 8 shall be construed to prevent the Union from appearing by its properly designated representatives at any stage of the proceeding.

9. Amendments

A. The Seafarers Appeals Board may amend these Shipping Rules at any time and in any manner consistent with the requirements of applicable law and of outstanding collective bargaining agreements between the parties.

10. Special or Emergency Provisions

A. During any period of emergency, unlicensed seamen possessing Class B or C Seniority who are in the Entry Rating Department and who have adequate seetime to make application for endorsement in Group II rating or ratings in the Deck or Engine Department shall not be registered for shipping unless they make application for and expeditiously comply with the requisite rules to secure such Group II endorsement or endorsements. All such unlicensed seamen in lieu of such registration and provided they comply with the foregoing shall upon completion of such requirement be deemed then registered as of the date of their appearance in the group in which they thereafter have been found qualified. All such unlicensed personnel presently registered shall also be subject to the foregoing rule, with their date of registration as presently in effect, in the group in which they thereafter have been found qualified.

Any such unlicensed seamen may apply in writing to the Seafarers Appeals Board in connection with any dispute as to his period of seetime from exemption from this rule set forth above, on the ground of hardship or physical disability and may if he requests in writing appear before the Seafarers Appeals Board. The decision of the Seafarers Appeals Board shall be in writing and sent to the person involved and to the Union hiring hall.

The Seafarers Appeals Board shall determine the period of any emergency or when this amendment is no longer necessary. In either event, upon such determination, the Seafarers Appeals Board shall then take appropriate action in writing.

B. During any period of emergency as determined by the Seafarers Appeals Board in accordance with Rule 10A, Rule 2J may be suspended with respect to entry ratings only for the period of such emergency or until the suspension of the Rule is no longer necessary as determined by the Seafarers Appeals Board.

C. 1. The Seafarers Appeals Board may, for good cause shown, in its discretion, and in accord with its authority under Article 1 ("Employment") Section 8 of the collective bargaining agreements between the parties and in accord with the several factors set forth below, upgrade to Class A seniority rating such unlicensed personnel possessing Class B seniority rating whom the Board deems qualified for the same.

The factors to be utilized in determining whether an applicant shall be so upgraded are as follows:

(a) Endorsement from the United States Coast Guard as a Lifeboatman in the United States Merchant Marine.

(b) Possession of a certificate of satisfactory completion of the H.L.S.S. entry rating training program and has a minimum of twelve (12) months of seetime with any of the companies listed in Appendix "A" of the collective bargaining agreements, or

(c) Possession of a certificate of satisfactory completion of the advanced course of training then being offered by the H.L.S.S. for the department in which such seamen regularly ship and has a minimum of thirty-six (36) months of seetime with any of the companies listed in Appendix "A" of the collective bargaining agreements.

(d) Possession of special skills and aptitudes.

(e) Employment record.

(f) Satisfactory completion of the course of training offered by the School of Marine Engineering sponsored by the Harry Lundeberg School of Seamanship, District No. 2, Marine Engineers Beneficial Association and/or others in connection therewith.

Factor (b) may be waived by the Seafarers Appeals Board in those cases where undue hardship will result.

2. The Seafarers Appeals Board shall upgrade applicants pursuant to this Rule 10 C for a period of time not to exceed six (6) months, at which time it shall terminate such upgrading and shall publicize such termination in the Union's hiring halls and in such other places as will give notice thereof thirty (30) days prior thereto. Thereafter, when it deems necessary, the Seafarers Appeals Board may reinstitute such upgrading program for additional periods of time not to exceed six (6) months' duration and shall publicize the termination of same as required by the collective bargaining agreement.

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