



SEAFARERS LOG

Vol. XXXIV Special Edition

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Special Edition

This special issue of the *Seafarers Log* contains documents of great importance to every member of the SIU. They are:

- The New Standard Freightship Agreement between the SIU and contracted companies.
- The New Standard Tanker Agreement between the SIU and contracted companies.
- The amended SIU Constitution.

(Note: All provisions of the new agreements, except the money items, went into effect on June 16, 1972. Wage increases and the other money items must be approved by the federal government's Pay Board. The SIU has submitted the money items to the Pay Board and they are currently under consideration. Upon decision of the Pay Board, the money increases will be retroactive to June 16, 1972.)

Every SIU man should be familiar with the provisions of his contract—both the general provisions and those covering his particular job. All of these provisions are contained in this issue of the *Log*.

The SIU Constitution is important because it is the rule Seafarers live by, both aboard ship and ashore.

The Constitution is a living document which changes with the knowledge gained in the day-to-day operation of the union and the needs of the membership. It also changes as laws change and as the interpretation of laws change.

The SIU Constitution is unique in that any individual member, at any regular union meeting, may begin the process of constitutional change.

The SIU Constitution guarantees every Seafarer the right to vote; the right to nominate himself for and hold any office in the union; the right to express himself freely on the floor in any union meeting or in committee. Every facet of the individual's involvement and of the union's basic operations and procedures are governed by the provision of this document.

Taken together, these documents—the union contract and the union constitution—affect the life of every Seafarer, both on and off the job. That's why all Seafarers should be informed of the contents of these important documents.

Freightship Agreement

See Page 2

Tanker Agreement

See Page 17

SIU Constitution

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NEW STANDARD FREIGHTSHIP AGREEMENT

between

SEAFARERS INTERNATIONAL UNION

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

and

Contracted Companies



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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 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 application 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 and 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 seamen 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 on ninety (90) days.

(3) Men over fifty (50) years of age shall be preferred in obtaining jobs as fire watchman.

(4) 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.

(5) 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 Steward department personnel in that port shall be preferred for employment whenever possible over the Steward Department personnel regardless of other rating. In any event, six (6) months after facilities for the recertification program are open in at least one port on the Atlantic Coast, two ports in the Gulf Area, one port on the Great Lakes, and one port on the Pacific Coast, or on any other dates set by the Seafarers Appeals Board, such recertified Steward Department personnel in all ports shall be preferred for employment, regardless of other rating, over other Steward Department personnel whenever possible.

(6) 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 Employer 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 Deck Department personnel in that port shall be preferred for employment regardless of other ratings. In any event, six (6) months after facilities for such recertification program are open in at least one port on the Atlantic Coast, one port in the Gulf Area, one port on the Great Lakes and one port on the Pacific Coast, or on any other date set by the Seafarers Appeals Board, such

recertified Deck Personnel in all ports, regardless of other rating, shall be preferred for employment over other Deck Department personnel whenever possible.

(7) 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.

(8) 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.

(9) 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 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 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, 675 Fourth Avenue, Brooklyn, New York 11232. 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 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 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 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 overtime pay at their overtime rates 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. 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.

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 pay-off.

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.

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.

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 pay 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 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. OVERTIME RATES AND PREMIUM RATES.

Deck Department Rating	Premium		Overtime	
	Effective 6/16/72	Effective 6/16/74	Effective 6/16/74	6/16/75
Boatswain (SL 180, SL 181, SL 7's)	7.02	7.37	7.74	4.48
Boatswain	\$6.36	\$6.68	\$7.01	\$4.48
Carpenter	5.86	6.15	6.46	4.48
A. B. Maintenance	5.42	5.69	5.97	3.44
Quartermaster	5.10	5.36	5.63	3.44
Able Seaman	4.85	5.09	5.34	3.44
Ordinary Seaman	3.80	3.99	4.19	2.73
O.S. Maintenance	3.80	3.99	4.19	2.73
Engine Department Rating				
Chief Electrician (SL 180, SL 181, SL 7's)	7.74	8.13	8.54	4.48
Chief Electrician	7.47	7.84	8.23	4.48
Crane Mt./Electrician	7.47	7.84	8.23	4.48
Electrician Reefer/Mt.	7.47	7.84	8.23	4.48
Q.M.E.D.	7.10	7.46	7.83	4.48
Second Electrician	6.99	7.34	7.71	4.48
Unlicensed Junior Engineer (Day)	6.12	6.43	6.75	4.48
Plumber/Machinist	6.41	6.73	7.07	4.48
Unlicensed Junior Engineer (Watch)	5.52	5.80	6.09	4.48
Deck Engineer	5.94	6.24	6.55	4.48
Engine Utility	5.50	5.88	6.17	4.48
Evaporator Maintenance	5.14	5.40	5.67	4.48
Oil Diesel	5.22	5.48	5.75	3.44
Oil	4.85	5.09	5.34	3.44
Watertender	4.85	5.09	5.34	3.44
Fireman/Watertender	4.85	5.09	5.34	3.44
Fireman	4.85	5.09	5.34	3.44
Wiper	4.51	4.74	4.98	2.73
Refrigerating Engineer (When one is carried)	6.99	7.34	7.71	4.48
Refrigerating Engineer (When three are carried)				
Chief	6.41	6.73	7.07	4.48
First Assistant	6.12	6.43	6.75	4.48
Second Assistant	5.94	6.24	6.55	4.48
Ship's Welder/Maintenance	5.94	6.24	6.55	4.48
Oil/Maintenance Utility	5.22	5.48	5.75	3.44
Steward Department Rating				
Chief Steward (SL 180, SL 181, SL 7's)	7.02	7.37	7.74	4.48
Chief Steward	6.36	6.68	7.01	4.48
Steward/Cook	6.52	6.85	7.19	4.48
Chief Cook	5.66	5.94	6.24	4.48
Cook and Baker	5.52	5.80	6.09	4.48
Second Cook	4.90	5.04	5.29	3.44
Third Cook	4.80	5.04	5.29	3.44
Assistant Cook	4.80	5.04	5.29	3.44
Messman	3.78	3.97	4.17	2.73
Utilityman	3.78	3.97	4.17	2.73

Except as otherwise provided, the Premium Rate set forth above shall be paid for all work performed on Saturday, Sunday and Holidays; the Overtime Rate shall apply on Monday through Friday. When specific rates are provided in this agreement for work done on Saturday, Sundays and Holidays, those rates shall not be less than the premium rate in effect.

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 crew is knocked off for two 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 1 hour, overtime for 1 full hour shall be paid. When overtime 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 such 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 the 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.

(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 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 4:00 p.m.

SECTION 29. EXPLOSIVES. On vessels 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 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 \$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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine their applicable rate.

On Watch Mon. through Fri.	Watch Below Monday through Friday	Saturday, Sunday and Holidays on Watch
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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:

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 percent (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 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine their applicable rate.

On Watch Monday through Friday	Watch Below Monday through Friday	Any time Sat., Sun., Holidays
Group 1 \$6.36	\$6.36	\$7.95
Group 2 4.85	6.01	7.10
Group 3 3.80	5.50	7.00

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, 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Monday through Friday	Watch Below Monday through Friday	Saturday, Sunday and Holidays on Watch
Group 1 \$4.48	\$5.00	6.88
Group 2 3.44	4.01	\$6.88
Group 3 2.73	3.57	5.46

SECTION 34. PORT TIME. For the purpose of applying port overtime provisions of this agreement, "port time" or the words "in port" shall be defined to mean the following:

(a) From the time a vessel is properly secured to a dock, buoy or dolphins for purpose of loading and/or discharging cargo, ballast, passengers or mail; undergoing repairs; taking on fuel, water or stores; fumigation, layup; awaiting orders or berth, except when a vessel is moored or anchored in or outside the Port of San Pedro for the purpose of taking on bunkers.

(b) From the time the vessel is properly moored or anchored for the purpose of loading and/or discharging cargo, ballast, passengers, or mail; undergoing repairs; taking on fuel, water or stores, fumigation, lay-up; awaiting orders or berth.

(c) Port overtime provisions shall not apply to vessels entering a port and anchoring for the sole purpose of avoiding inclement weather.

(d) Port time shall not commence until the vessel has shifted from quarantine anchorage to a berth or other anchorage for the purposes as provided for in subsections (a) and (b) of this section.

(e) Vessels lying at the same anchorage after obtaining quarantine clearance shall be considered awaiting berth and port overtime provisions shall apply except in cases where vessels cannot move due to weather conditions.

(f) Port overtime provisions shall not apply to vessels mooring or anchoring for the sole purpose of awaiting transit of canals such as the Panama Canal.

(g) Port overtime shall not apply when taking on water, fuel or stores while in the process of awaiting an assigned turn for transit of the Suez Canal.

(h) Port overtime provisions shall not apply to vessels mooring or anchoring for the sole purpose of landing sick or injured persons.

However, a vessel taking on fresh fruits, vegetables or milk while transiting the canals shall not be considered to be in port under subsection (b) of this section.

TERMINATION OF PORT TIME. Port time shall terminate when the first ahead or astern bell is rung the day the vessel leaves the harbor limits, however, this paragraph shall not apply in the cases where the vessel is being shifted as provided for in Article II, Section 35.

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 overtime 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 is scheduled to stay in port 12 hours or less. When the stay is scheduled to exceed 12 hours the sailing time shall be posted 8 hours prior to scheduled sailing, if before midnight. If scheduled between midnight and 8 a.m., sailing time should be posted by 4:30 p.m., but not later than 5 p.m.

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, a sailing board with the estimated sailing time shall be posted not later than two (2) hours after arrival, provided, however, it is understood that any change resulting in weekend sailings as set on said sailing board, may be made without penalty as long as such change is made no less than eight (8) hours prior to actual sailing. The above provision shall apply to all vessels scheduled to depart during a weekend.

(b) All members of the Unlicensed Personnel shall be aboard the vessel and ready for sea at least 1 hour before the scheduled sailing time. In the event any member of the Unlicensed Personnel fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement. If the original member reports after the Company has called for a replacement, the man sent by the Union as such replacement shall receive 2 days' pay, which 2 days' pay shall be paid by the member who was late in reporting for duty.

(c) When the Company has ordered a replacement for which there is no vacancy on a ship, the Company shall reimburse the seamen the equivalent of 2 days' pay plus transportation charges.

(d) If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the new time of departure shall immediately be posted on the board and if such delay exceeds 2 hours the watch below may be dismissed and shall receive 2 hours' overtime for such reporting.

(e) In the event, after cargo is aboard or discharged and ship is ready to proceed, the full complement of Unlicensed Personnel is not on board, no overtime shall be paid. Full complement, as used herein, shall mean the full complement as required by the vessel's inspection certificate.

(f) The overtime prescribed above shall not apply when sailing is delayed on account of weather, such as rain, fog, or any other condition beyond the vessel's control.

When the above conditions prevail and it is expected that such delay will exceed two (2) hours, the new time of departure shall be posted as soon as possible, but in no event later than the time originally posted. Failure to comply will invoke penalty provided for in (d) above.

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 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 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 ad-

verse 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 port 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 24 hours.

SECTION 41. REST PERIODS. (a) When 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 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, men shall be entitled to overtime at the regular overtime 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 1 hour of rest for each hour worked. If such period of rest is not completed at 5 p.m. of the same day, overtime shall be allowed for the incomplete 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 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 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 \$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.

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 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 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 6:00 p.m. on the day seaman joins the vessel.

7. Vessel is being fumigated and is not cleared before 9:00 p.m.

8. Men standing midnight to 8:00 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 8:00 p.m. and 6:00 a.m.

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 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 hour either way, provided that one unbroken hour shall be allowed at all times for dinner and supper when vessel is in port. When watches are broken, if one unbroken hour is not given, the men involved shall receive one 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 unbroken hour is not given, the men involved shall receive one 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 unbroken meal hour. If one unbroken meal hour is not given, the men involved shall receive one 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.

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 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 unbroken hour shall be allowed for such hot lunch. If this unbroken hour is not allowed the men involved shall receive one hour's 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 hours, a hot lunch shall be provided at the expiration of the three 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 hour's 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 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 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 to one 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 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 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 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 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 the new type passenger 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 \$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 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 \$12.50 per month for same.

SECTION 55. ELECTRIC REFRIGERATOR AND ELECTRIC WASHING MACHINE. An electric refrigerator and an electric washing machine shall be furnished for the use of the unlicensed crew on each vessel. The location of this refrigerator and washing machine shall be determined by the Company. Should either the refrigerator or washing machine break down, it is understood and agreed that the Company will not be expected to make repairs until the vessel arrives at a port where the manufacturer has a service representative available.

SECTION 56. JURY TOILETS. When and wherever necessary for sanitary reasons, jury toilets shall be rigged on the poop deck.

SECTION 57. TRANSPORTATION AND PAYING OFF PROCEDURE. 1. (a) Vessels in the bauxite trade or on foreign voyages shall be signed on for one voyage for a term not exceeding 9 calendar months. Vessels in the Far East trade shall be signed on as herein stated except that the term of time may be 12 calendar months.

(b) It is also agreed that the Articles shall terminate at the final port of discharge in the continental United States of America, 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.

(c) If the vessel departs from the final port of discharge within 10 days after inbound cargo is completely discharged to return to the area wherein is located 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 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 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 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.

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 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 1:00 p.m. on Friday.

The Master shall be allowed to discharge any member of the Unlicensed Personnel upon 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.

The provisions of this paragraph shall not apply to Alaska and Hawaii.

4. Applicable Operations Regulations shall be effective on GAA 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) In the event a ship of a company is to be scrapped, sold, transferred to a foreign flag or disposed of in any fashion in a foreign port, the unlicensed personnel shall be entitled to economy class air transportation to their port of engagement as defined in paragraph (b) above. Transportation, for the purposes of this agreement, shall be economy class air.

(d) 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 plus one (1) day's wages and subsistence. This provision shall apply for area to area. Where a vessel is laid up under this section and the port of engagement is within the same area of such lay up, the seaman shall be entitled to available economy class air transportation and the wages and subsistence shall not exceed one (1) day's pay; however, in the ports close together, the schedule that we are presently working under shall remain in full force and effect.

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 \$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 60. VESSEL IN IDLE STATUS. When a vessel is inactive in a United States port for any reason

for a period of 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 7 days, the Unlicensed Personnel may be reduced on arrival. Should the vessel resume service within 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.

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 1 day for 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. As circumstances permit, 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 further understood that the Company is under no obligation to hire replacements for those relieved; this being within the complete discretion of the Company.

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 hours off, he only gets what is available and no accumulation is carried forward.
2. In the Steward Department, no loss of earnings when arrangements to relieve themselves are made; i.e., holidays and weekends (the wages and overtime shall be paid).
3. If members of the Steward Department are off while the vessel is not feeding, no overtime is payable to them.
4. 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.
5. Alteration 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.
6. 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.
7. 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 5:00 p.m. and before 8:00 a.m., Monday through Friday, and at their premium rates on Saturdays, Sundays and Holidays.

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 ON VESSELS IN COASTWISE, INTERCOASTAL, AND NEARBY FOREIGN TRADE. (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.

The maintenance, care and repair of the television set and incidental equipment shall be the responsibility of the Unlicensed Personnel. To assist the crew with actual expenses incurred in this respect, the Company will reimburse the crew up to sixty-five dollars (\$65.00) annually upon presentation of bona fide maintenance and repair bills. It is understood that reimbursement will be only for maintenance and repair resulting from normal operation and handling of the television set and for any damages resulting from fire or inclement weather and not for damage caused by the improper acts of any Unlicensed Personnel.

SECTION 73. WAGES—COASTWISE VOYAGES, NEARBY FOREIGN VOYAGES, DOMESTIC AND HARBOR PAYROLLS. Unlicensed Personnel will be paid day for day on all vessels on coastwise voyages, nearby foreign voyages, domestic articles or on harbor payrolls, regardless of the length of the articles or payroll period, and whether or not the aforementioned periods occur between termination of one set of foreign articles and the signing of the next foreign articles.

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 6/16/72	Monthly Rate 6/16/73	Monthly Rate 6/16/74
Boatswain (SL180, SL181, SL7's)	798.23	834.84	873.17
Boatswain	\$730.12	\$765.63	\$804.96
*Carpenter	671.74	705.33	740.60
A.B. Maintenance	620.77	651.81	684.40
Quartermaster	585.50	614.78	645.52
Able Seaman	555.38	583.67	612.55
Ordinary Seaman	434.50	456.23	479.04
O.S. Maintenance	464.50	487.73	512.12

* 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 in turn with the rest of the deck department. If he fails to exercise such right he has no applicable rate for the respective ratings.

If the Boatswain is required to work with and supervise the watch on deck on 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, in lieu of his regular overtime rate.

When the Boatswain is working alone, or with men on watch below only, on Saturdays, Sundays, or Holidays, he shall receive the premium rate prescribed.

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 per-

formance of ordinary work incident to the sailing and maintenance of the vessel.

(b) Not less than 3 seamen shall constitute a complete sea watch at all times. When any of these 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 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 AB 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.

SECTION 5. SETTING WATCHES. Sea watches shall be set not later than noon on sailing day. When the vessels 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 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 Saturday, 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.

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 5:00 P.M. and before 8:00 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

SATURDAY, SUNDAY and HOLIDAYS

Group 1	\$6.88
Group 2	6.88
Group 3	5.46

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 IV, 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.

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 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 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.

(b) 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.
Isthmian Lines—Baltimore, Long Beach, Boston, New York, San Francisco, Philadelphia.
Delta Steamship Lines—New Orleans.
Robin Line—Boston, Philadelphia, New York, Baltimore.
Waterman Steamship—New York, New Orleans, Baltimore, Mobile.
Seatrail 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

	On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1	\$4.48	\$5.00	\$6.88
Group 2	3.44	4.01	6.88
Group 3	2.73	3.57	5.46

(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.

(h) 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 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 hatch are to be topped or lowered, not less than two 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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-BACK TO SHIFT OR HAUL VESSEL. (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 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 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. to 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-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 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(b) Routine tightening up of cargo lashing and relashing 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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 Monday through Friday, they 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 Monday through Friday	Saturday, Sunday & Holiday off Watch	Saturday, Sunday & Holiday on Watch
Group 1 \$4.48	\$6.36	\$6.88
Group 2 3.44	4.85	6.88
Group 3 2.73	3.80	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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.

Two 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 8:00 A.M. and 12 noon daily, both at sea and in port, as designated by the officer-in-charge. On vessel of 25,000 D.W.T. or over the Ordinary Seaman shall be allowed four (4) hours daily for performing this work. On C-4's Ordinary Seaman shall be allowed three (3) hours for this work.

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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 by using the various groups as defined by the Shipping Rules, Section 3,

Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

SECTION 31. BILGES AND OIL SPILLS. (a) When men are required to clean bilges, they shall be paid using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(c) There shall be only one 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Sat., Sun., Holidays	On Watch Saturday, Sunday and Holidays
\$6.36	\$6.36	\$7.95
4.85	6.01	7.80
3.80	5.50	6.75

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 rate of \$2.73, \$3.44 and \$4.48 respectively for those in the three (3) wage brackets shall be paid to each crewmember participating.

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	Saturday, Sunday and Holidays On Watch
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

SECTION 33. CLEANING STEERING ENGINE. When sailors on or off watch are required to clean steering engine or steering engine bed, they shall be paid overtime for such work. For such work on Saturday, Sunday and Holidays and Holidays on watch, they shall be paid by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

Group 1	\$6.88
Group 2	6.88
Group 3	5.46

However, sailors may be required to clean and paint steering engine room 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 8:00 A.M. and 5:00 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Mon. through Fri. Watch Below	Saturday, Sunday and Holidays On Watch
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

SECTION 35. CHAIN LOCKER. Not less than two 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 6/15/72	Monthly Rate 6/15/73	Monthly Rate 6/15/74
Chief Electrician (SL180, SL181, SL7's)	\$85.67	\$92.62	\$97.71
Chief Electrician	\$85.93	\$90.88	\$94.97
Crane Mt./Electrician	\$85.93	\$90.88	\$94.97
Electrician Reefer/Mt.	\$85.93	\$90.88	\$94.97
Second Electrician	\$82.94	\$84.09	\$85.24
Q.M.E.D.	\$25.70	\$26.78	\$27.12
Plumber/Machinist	\$76.26	\$77.06	\$77.71
Unlicensed Jr. Engineer (Day)	\$70.51	\$73.64	\$74.52
Unlicensed Jr. Engineer (Watch)	\$32.55	\$34.18	\$35.39
Deck Engineer	\$61.25	\$71.31	\$75.08
Engine Utility	\$41.64	\$43.72	\$45.41
Evaporator Main.	\$58.52	\$61.95	\$64.85
Oilier	\$55.88	\$58.67	\$61.85
Oilier (Diesel)	\$59.19	\$62.10	\$65.51
Watertender	\$55.88	\$58.67	\$61.85
Fireman/Watertender	\$55.88	\$58.67	\$61.85
Fireman	\$55.88	\$58.67	\$61.85
Wiper	\$16.35	\$17.28	\$17.93
Refriger. Engineer (When one (1) is carried)	\$82	\$83.09	\$85.24
Refriger. Engineer (When three (3) are carried):			
Chief	\$23.61	\$24.79	\$25.03
First Assistant	\$21.57	\$22.46	\$22.88
Second Assistant	\$22.73	\$23.67	\$24.11
Ship's Welder/Maintenance	\$59.60	\$62.09	\$64.28
Oilier/Main. Utility	\$41.64	\$43.72	\$45.41

SECTION 2. EQUALIZATION OF OVERTIME. Overtime for men of same ratings be equalized as nearly as possible.

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, 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 hours per week, Monday through Friday. Any work performed on Saturdays, Sundays or Holidays shall be paid for at their premium rate.

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

Saturday, Sunday and Holidays
Group 1 \$6.88
Group 2 6.88
Group 3 5.46

(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 and vessel's stay exceeds 24 hours in port, overtime shall be paid for all watches stood after 5 p.m. and before 8 a.m. after 24 hours. 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 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 four to eight watch shall relieve itself for supper. When any member or members of the Engine Department off duty are required to relieve the four to eight watch during maneuvering, overtime shall be paid.

(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 Holidays, 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 Receiver, Transmitter, Radio Communication Batteries, and 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. week days 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 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 overtime 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 hours overtime at his applicable rate. If turned to after 6 a.m., he shall receive a minimum of 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 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 \$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 reliné 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 electricians are carried, they shall be classified as day workers.

(20) When three electricians are carried, they shall be put on regular sea watch at sea of four hours on and eight hours off. In port, these electricians shall be classified as day workers.

(21) Electricians shall make any needed repairs to maintain electric refrigerators and maintain electric washing machines.

(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 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:

- to plug and unplug the reefer boxes.
- 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 unlicensed Junior Engineers, they shall be classed as watch standers and while at sea, shall be put on regular sea watches of four hours on and eight 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 in 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 Unlicensed Junior Engineers are carried, they shall be classed as Watchstanders. On those vessels where less than three Unlicensed Junior Engineers are carried, they shall be classed as day workers.

(g) On those vessels where more than three Unlicensed Junior Engineers are carried, three Unlicensed Junior Engineers shall be classed as watch standers 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 hours on and eight hours off.

(b) When refrigerating plant is operating continuously in port, the refrigerating engineer may be required to stand donkey watch of eight hours on and sixteen 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 classified 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 watches of four hours each per day, while evaporators are in use at sea. When evaporators are used in port, watches shall be changed to eight hours on and sixteen 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 classified 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 or 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 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 8:00 a.m. and 5:00 p.m. weekdays. On Saturdays, Sundays and Holidays, and after 5:00 p.m. and before 8:00 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 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 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 4:00 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 overtime after 5:00 p.m. and before 8:00 a.m., weekdays and on Saturdays, Sundays and Holidays, at the applicable 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 5:00 p.m., and before 8:00 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 11, 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 5:00 p.m., and midnight, the Fireman/Watertender shall continue on sea watches until midnight and shall maintain steam. 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 5:00 p.m., and midnight, they shall continue on sea watches until midnight and shall maintain steam and tend auxiliaries including ice machine. 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 5:00 p.m., and before 8:00 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 8:00 a.m., and 12:00 Noon daily, both at sea and in port, as designated by the Engineer in charge. On vessels of 25,000 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 put 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 overtime after 5:00 p.m., and before 8:00 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 8:00 a.m. and 5 p.m. without payment of overtime weekdays.

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below and Sat., Sun., Holidays	On Watch Sat., Sun., Holidays
Group 1 \$6.36	\$6.36	\$7.95
Group 2 4.85	6.01	7.80
Group 3 3.80	5.50	6.75

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 rate of 2.73, \$3.44 and \$4.48 respectively for those in the three (3) wage brackets shall be paid to each crewmember participating.

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	5.88
Group 3 2.73	3.57	5.46

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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.

Two 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

SECTION 33. WORK WHEN PLANT IS SHUT DOWN. When vessel is in port and the entire plant is shut down, the Watertenders, Firemen/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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Monday through Friday	Watch Below and Saturday, Sunday and Holidays	On Watch Saturday, Sunday and Holidays
Group 1 \$6.36	\$6.36	\$7.95
Group 2 4.85	6.01	7.80
Group 3 3.80	5.50	6.75

SECTION 38. ENTERING CASINGS ON MOTOR VESSELS. If any unlicensed crewmember is required to enter the engine casings on motor vessels, he shall be paid for such work at his applicable overtime rate of pay.

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.

SECTION 42. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE V

STEWARD DEPARTMENT

SECTION 1 WAGES.

Rating	Monthly Rate 6/16/72	Monthly Rate 6/16/73	Monthly Rate 6/16/74
Chief Steward (SL 180, SL 181, SL 7's)	797.33	833.84	872.17
Chief Steward	730.12	766.63	804.96
Steward/Cook	744.22	781.43	820.50
Chief Cook	648.96	681.41	715.48
Cook and Baker	632.54	664.17	697.38
Second Cook	555.88	583.67	612.85
Third Cook*	548.36	575.78	604.57
Assistant Cook	548.36	575.78	604.57
Messman	431.12	452.68	475.31
Utilityman	431.12	452.68	475.31

*When passengers are carried, the Third Cook will be re-rated as Second and will be paid wages in accordance with the 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 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 8 hours in any one 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 overtime rate. The spread of hours shall be as provided in this agreement.

(d) When a vessel proceeds from one 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 separate and distinct ports. If a Custom clearance or permit to proceed is not required

the two cities are to be considered the same port for the purpose of applying the overtime provisions of above.

SECTION 4. WORKING HOURS.

Steward, 8 hours between 6:30 a.m. and 6:30 p.m.
Chief Cook, 8 hours between 6:30 a.m. and 6:30 p.m.
Cook and Baker, 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.

SECTION 5. MANNING SCALE (a) 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. On all vessels not listed in this agreement MANNING shall be in accordance with that negotiated between the UNION and the COMPANY.

(b) On automated and semi-automated vessels the hours and duties shall be as follows:

HOURS AND DUTIES

1. The Chief Steward or Steward Cook shall supervise the Steward Department, 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 & 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.

(c) **VESSELS CARRYING PASSENGERS.** (1) When passengers are on board, the passenger's 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 meals 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 2 hours' notice prior to the time necessary to prepare meals.

(3) Two dollars and fifty cents per day, for each passenger over 6 passengers shall be paid on these vessels when from 7 to 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, \$2.50 per day per passenger shall be paid and divided among members of the Steward Department who performs this work.

(5) When \$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 \$2.50 per day shall not be applicable.

If the \$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 meals, at the beginning or termination of such passenger's voyage, the rate of \$2.50 prescribed herein shall be reduced in the amount of \$.84 for each meal missed.

On vessels carrying extra men who are served as crew, determination of the method of remuneration to the Steward Department will be made prior to the vessel's departure.

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 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 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 the eight 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, is assigned to the daily cleaning of the radio shack, shall receive not more than 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 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 these items are delivered at the store room, meat or chill box doors, the Steward Department shall place them in their respective places and overtime shall be paid to all men required to handle the linens or stores. 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 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 hours in advance. In the event the two-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, \$.50 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, 2 hours overtime per meal shall be paid for the first group of 6 persons and fractions thereof, and one hour overtime for each four additional persons or fraction thereof. This money is to be divided equally among the gally 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 hours' overtime for preparing and serving same.

(b) When not more than the equivalent of one department is served at 9 p.m. or 3 a.m. night lunch, one cook shall be turned out to perform this work. When a midnight hot lunch is served to not more than five men, one cook shall perform this work. When from six to ten men are served, one cook and one messman shall perform this work. When more than ten men are served, one cook and two messmen shall perform this work.

(c) When meals are not provided as specified in Article II, Section 45, above, 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 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 on continental U.S. ports within 24 hours, after arrival, excluding Sundays, and Holidays, the Cook and Baker shall be required to make the bread and will be paid 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. SOUGEING. 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 dock for the purpose of dumping garbage, 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 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 full hour from 12 noon until 1 p.m. for lunch. This hour may be varied but such variation shall not exceed one hour either way, provided that one unbroken hour shall be allowed at all times for dinner or supper when men are on day

work. If one unbroken hour is not given, the men involved shall receive one hour's 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 ENGINE ROOM AND FIRE ROOM. 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 of pyramiding of overtime except where specifically provided for.

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 hours between the hours of 6:30 a.m. and 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 should 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 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 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 hours in all ports and at sea, as the steward may direct, between the hours of 6:00 a.m. to 6:00 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 6:00 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 9:00 a.m. to 10:00 a.m.

Duties of the Second Cook:

7:00 a.m. to 1:00 p.m.—4:00 p.m. to 6:00 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:

7:00 a.m. to 1:00 p.m.—4:00 p.m. to 6:00 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 9:00 a.m., 10:00 a.m. to 1:00 p.m., 4:00 p.m. to 6:30 p.m.

Duties of the Galley Utility:

6:30 a.m. to 10:00 a.m.—11:00 a.m. to 1:00 p.m.—4:00 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 1:00 p.m.—4:00 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 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 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 1:00 p.m.—4:00 p.m. to 6:30 p.m.

The saloon messman shall be responsible for the serving of the three 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 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 1:00 p.m.—4:00 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 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 1:00 p.m.—4:00 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 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 1:00 p.m.—4:00 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 1:00 p.m.—4:00 p.m. to 6:00 p.m.

Routine duties of the steward utility shall, other than making and cleaning officers' quarters, include work in storerooms, linen lockers, ships 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 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 $\frac{3}{4}$ length sleeves. However, white or T-shirts may be worn by messmen 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 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 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 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 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.

ARTICLE VI OTHER PROVISIONS

Section 1. 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, 675 Fourth Avenue, Brooklyn, New York 11232.

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.

ARTICLE VII EFFECTIVE DATES

The effective date of this Agreement shall be at 12:01 a.m., June 16, 1972, 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, 1975.

SEAFARERS INTERNATIONAL UNION
Atlantic, Gulf, Lakes and Inland Waters District,
AFL-CIO

SHIPPING RULES—JUNE 16, 1972

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. Seamen shall be registered only in the Department in which they regularly ship and in only one Group, as provided in Rule 3 hereof.

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 (180th) day on the job, such seaman 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 those 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	
Bosun	Deck Maintenance
Bosun's Mate	Watchman-Day Work
Carpenter	Storekeeper
GROUP II — RATED WATCH STANDERS	
Quartermaster	Car Deckman
Able Seaman	Watchman-Standing Watches
GROUP III	
Ordinaries on Watch	O.S. Deck Maintenance
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 MT/Electrician	
GROUP II	
Deck Engineer	Watertender
Engine Utility	Fireman-Watertender
Oilier-Diesel	Fireman
Oilier-Steam	Oilier Maintenance/Utility
GROUP III	
Wiper	
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	
GROUP III	
Utility Messmen	Messmen
Waiters	General Steward's Utility

B. A seaman may not change the Department in which he ships without 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. Application of this Rule 4 D shall not require any employer to pay transportation expenses by reason of the job's transfer. 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. Within each class of seniority rating in the Deck Department, seamen over fifty (50) years of age shall have priority over seamen less than fifty (50) years old in obtaining fire watchman jobs.

2. 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.

3. If a laid-up ship requires a crew to report for duty aboard the vessel within seven (7) 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.

4. 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.

5. 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, or actual seetime as bosun of at least twelve (12) months, in all cases aboard vessels covered by these Rules.

6. 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.

7. 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 ratings 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.

8. 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.

9. 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 aboard 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.

10. 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 (9) 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, 675 Fourth Avenue, Brooklyn, New York 11232. 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 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, 675 Fourth Avenue, Brooklyn, New York 11232,

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, 675 Fourth Avenue, Brooklyn, New York 11232, 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 the period of the Viet Nam conflict emergency, unlicensed seamen possessing Class B or C seniority who are in Group III of the Deck or Engine Departments and who have adequate seetime to make application for endorsement in Group II ratings 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 shall have noted the time and date of appearances for 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 seaman may apply in writing to the Seafarers Appeals Board in connection with any dispute as to his period of seetime for 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 the Viet Nam conflict 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 to terminate and remove the amendment.

B. Rule 2 J hereof is hereby suspended with respect to entry ratings only for the period of the Viet Nam conflict emergency, or until the suspension of that Rule is no longer necessary, as determined by the 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 Harry Lundeberg School of Seamanship entry rating training program.

(c) Possession of special skills and aptitudes.

(d) Employment record.

(e) A minimum of twelve (12) months of seetime with any of the companies listed in Appendix "A" of the collective bargaining agreements.

(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.

SEAFARERS INTERNATIONAL UNION of NORTH AMERICA

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

NEW STANDARD TANKER AGREEMENT

between

SEAFARERS INTERNATIONAL UNION
Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO

and

Contracted Companies



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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 application 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 and/or national or geographical 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 senior-

ity 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, 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 by; or election to any office or job in, or any employment taken at the behest of, the Union (which seniority credit 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 subjected 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 with Classes A, Band C of seniority rating shall be based on a period of unemployment of ninety (90) days.

(3) Men over fifty (50) years of age shall be preferred in obtaining jobs as fire watchman.

(4) 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 other Class C personnel.

(5) As a 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 Steward Department personnel in that port shall be preferred for employment whenever possible over the Steward Department personnel regardless of other rating. In any event, six (6) months after facilities for the recertification program are open in at least one port on the Atlantic Coast, two ports in the Gulf Area, one port on the Great Lakes, and one port on the Pacific Coast, or on any other dates set by the Seafarers Appeals Board, such recertified Steward Department personnel in all ports shall be preferred for employment, regardless of other rating, over other Steward Department personnel whenever possible.

(6) 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 Employer 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 Deck Department personnel in that port shall be preferred for employment regardless of other ratings. In any event, six (6) months after facilities for such recertification program are open in at least one port on the Atlantic Coast, one port in the Gulf Area, one port on the Great Lakes and one port on the Pacific Coast, or on any other date set by the Seafarers Appeals Board,

such recertified Deck Department personnel in all ports, regardless of other rating, shall be preferred for employment over the other Deck Department personnel, whenever possible.

(7) 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.

(8) 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.

(9) 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 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 appointed by the Union and two appointed by that committee representing the majority of contracted employers for purposes of negotiation 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.

(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 arising 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 receipt requested, to the Seafarers Appeals Board, 675 Fourth Avenue, Brooklyn, New York 11232. 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 authorization 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 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) (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 11 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 overtime pay at their overtime rates 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.

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 59.

(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 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 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's 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.

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 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 | 7. Thanksgiving Day |
| 2. Washington's Birthday | 8. Labor Day |
| 3. Memorial Day | 9. Christmas Day |
| 4. Armistice Day | 10. 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 pay 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 long-shoremen 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. OVERTIME RATES:

Deck Department Rating	Premium		Overtime	
	Effective 6/16/72	Effective 6/16/73	Effective 6/16/72	Effective 6/16/73
Boatswain (25,500 D.W.T. or over)	7.16	7.52	7.90	4.48
Boatswain (under 25,000 D.W.T.)	6.53	6.85	7.20	4.48
A.B. Deck Maintenance	5.57	5.85	6.14	3.44
Able Seaman	4.91	5.16	5.42	3.44
Ordinary Seaman	3.90	4.10	4.31	2.73
O.S. Deck Maintenance	4.51	4.74	4.98	2.73
Engine Department Rating				
Chief Pumpman	6.84	7.18	7.54	4.48
Second Pumpman/Engine Maintenance	6.84	7.18	7.54	4.48
Engine Utility	5.62	5.90	6.20	4.48
Oilier	4.91	5.16	5.42	3.44
Oilier/Maintenance Utility	5.52	5.80	6.09	3.44
Fireman/Watertender	4.91	5.16	5.42	3.44
Wiper	4.51	4.74	4.98	2.73
Ship's Welder Maintenance	5.99	6.29	6.60	4.48
Q.M.E.D.	7.47	7.84	8.22	4.48
Steward Department Rating				
Chief Steward (25,500 D.W.T. or over)	6.81	7.15	7.51	4.48
Chief Steward (under 25,500 D.W.T.)	6.55	6.88	7.22	4.48
Steward Cook	6.91	7.26	7.62	4.48
Chief Cook	5.89	6.18	6.49	4.48
Cook and Baker	5.57	5.85	6.14	4.48
Third Cook	4.80	5.04	5.29	3.44
Assistant Cook	4.80	5.04	5.29	3.44
Messman	3.78	3.97	4.17	2.73
Utilityman	3.78	3.97	4.17	2.73

Except as otherwise provided, the Premium Rate set forth above shall be paid for all worked performed on Saturday, Sunday, and Holidays; the Overtime Rate shall apply on Monday through Friday. When specific rates are provided in this Agreement for work done on Saturday, Sundays and Holidays, those rates shall not be less than the premium rate in effect.

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 per-

formed 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 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 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 4:00 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	
Black Powder	Loaded shells of one pound or
Blasting Caps	over but not small arms
Detonating Caps	ammunition

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun. & Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(b) When sand ballast is washed off the deck they shall be paid by using the various groups as defined by the Shipping Rules, Section 3, Department and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun. & Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 Monday through Friday	On Watch Saturday, Sunday and Holidays
Group 1 \$4.48	\$7.16
Group 2 3.44	6.88
Group 3 2.73	5.46

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 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 hours 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine their applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	Anytime Sat., Sun., Holidays
Group 1 \$7.16	\$7.16	\$7.95
Group 2 4.91	6.01	7.10
Group 3 3.90	5.50	7.00

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, 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.

SECTION 33. PORT TIME COMMENCEMENT OF PORT TIME.

(a) Port time shall commence when the vessel is properly secured at a dock or when moored in a harbor for the purpose of undergoing repairs, lay up, or for the purpose of loading or discharging cargo to or from pipelines, lighters, barges or other vessels, except as provided in this agreement.

(b) In open roadstead loading and discharging ports, vessels shall be considered moored when hose is lifted from the sea and unmoored when hose is returned to the sea.

(c) When a vessel cannot get a berth and is anchored solely for the purpose of awaiting berth in excess of 24 hours, port time shall commence when the 24 hours have expired.

(d) When vessel is anchored and cannot proceed to the dock or mooring for the purposes as outlined in (a) above, because of weather, impediments to navigation, awaiting tides or by Government direction, port time shall not apply.

(e) Vessels lying at anchorage after obtaining quarantine clearance shall be considered awaiting berth and port time provisions shall apply after the expiration of 24 hours except in cases where the vessel is unable to proceed to a dock or other anchorage due to weather conditions or impediments to navigation.

(f) Port time provisions shall not apply to vessels mooring or anchoring for the sole purpose of awaiting transit of canals such as the Panama Canal or for the sole purpose of landing sick or injured persons.

TERMINATION OF PORT TIME. Port time shall terminate when the first "ahead" or "astern" bell is rung the day the vessel leaves the harbor limits to proceed to sea.

When pilot is aboard and vessel is prevented from sailing because of weather conditions or impediments to navigation, port time shall cease when the vessel is otherwise ready to sail.

(g) When ship has gone directly to the dock without passing quarantine, port time will begin when the ship has passed quarantine, or cargo operations begin, whichever occurs first.

(h) Port time not to apply when ship is entering only for bunkers or stores.

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 5:00 P.M. and before 8:00 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, 2 hours overtime for such

reporting. 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.

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 overtime 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 is scheduled to stay in port 12 hours or less. When the stay is scheduled to exceed 12 hours the sailing time shall be posted not later than 8 hours prior to scheduled sailing.

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, a sailing board with the estimated sailing time shall be posted not later than two (2) hours after arrival, provided, however, it is understood that any change resulting in weekend sailings as set on said sailing board, may be made without penalty as long as such change is made no less than eight (8) hours prior to actual sailing. The above provision shall apply to all vessels scheduled to depart during a weekend.

(b) All members of the Unlicensed Personnel shall be aboard the vessel and ready for sea at least 1 hour before the scheduled sailing time. In the event any member of the Unlicensed Personnel fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement. If the original member reports after the Company has called for a replacement, the man sent by the Union as such replacement shall receive 2 days pay which 2 days pay shall be paid by the member who was late in reporting for duty.

(c) When the Company has ordered a replacement for which there is no vacancy on a ship, the Company shall reimburse the seaman the equivalent of 2 days pay plus transportation charges.

(d) If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the new time of departure shall immediately be posted on the board and if such delay exceeds 2 hours the watch below may be dismissed and shall receive 2 hours overtime for such reporting.

Where the vessel is scheduled to lay at anchor for more than eight (8) hours, provision shall be made for launch service when orders are received that vessel shall be anchored for eight (8) hours or more.

(e) In the event, after cargo is aboard or discharged and ship is ready to proceed, the full complement of Unlicensed Personnel is not on board, no overtime shall be paid. Full complement, as used herein, shall mean the full complement as required by the vessel's inspection certificate.

(f) The overtime prescribed above shall not apply when sailing is delayed on account of weather, such as rain, fog, or any other condition beyond the vessel's control.

When the above conditions prevail and it is expected that such delay will exceed two (2) hours, the new time of departure shall be posted as soon as possible, but in no event later than the time originally posted. Failure to comply will invoke penalty provided for in (d) above.

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 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 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 crewmembers or the owner of the boat up to \$5.00 per round trip per man carried once every 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 hours between the hours of midnight and 8 a.m., they shall be entitled to a rest period of one 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 overtime 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 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 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 hour either way, provided that one unbroken hour shall be allowed at all times for dinner and supper when vessel is in port. When watches are broken, if one unbroken hour is not given, the men involved shall receive one 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 repairs, or shift tanks, or do any work other than making routine inspections.

(e) If one unbroken hour is not given, the men involved shall receive one 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 unbroken meal hour. If one unbroken meal hour is not given, the men involved shall receive one 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 overtime 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 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 works continuous overtime until midnight, the men shall be provided with a hot lunch at midnight. If the work continues after midnight one unbroken hour shall be allowed for such hot lunch. If this unbroken hour is not allowed, the men involved shall receive one 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 hours, a hot lunch shall be provided at the expiration of the three 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 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 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 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 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 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 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 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 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 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 on dry dock overnight and sanitary facilities are not supplied.
6. Linen is not issued upon men's request prior to 6:00 p.m. on the day seaman joins the vessel.
7. Vessel is being fumigated and is not cleared before 9:00 p.m.
8. Men standing midnight to 8:00 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 8:00 p.m. and 6:00 a.m.

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 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 the new type passenger 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 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 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 AND ELECTRIC WASHING MACHINE. An electric refrigerator and an electric washing machine shall be furnished for the use of the unlicensed crew on each vessel. The location of this refrigerator and washing machine shall be determined by the Company. Should either the refrigerator or washing machine break down, it is understood and agreed that the Company will not be expected to make repairs until the vessel arrives at a port where the manufacturer has a service representative available.

SECTION 54. JURY TOILETS. When and wherever necessary for sanitary reasons, jury toilets shall be rigged on the poop deck.

SECTION 55. TRANSPORTATION AND PAYING OFF PROCEDURE. 1 (a) Vessels on foreign voyages shall be signed on for one voyage for a term of time not exceeding 12 calendar months.

(b) It is also agreed that the Articles shall terminate at the final port of discharge in the continental United States of America, 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.

(c) If the vessel departs from the final port of discharge within 10 days after inbound cargo is completely discharged to return to the area wherein is located 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 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 article 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 7 days duration, articles shall be continued 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 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 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.

The crew member 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 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 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 provision shall not be applicable. Should the Union object to the discharge, the matter shall be handled in accordance with grievance procedure.

The provisions of this paragraph shall not apply to Alaska and Hawaii.

4. Applicable Operations Regulations shall be effective on GAA 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) In the event a ship of a company is to be scraped, sold, transferred to a foreign flag disposed of in any fashion in a foreign port, the unlicensed personnel shall be entitled to economy class air transportation to their port of engagement as defined in paragraph (b) above. Transportation, for purposes of this agreement, shall be economy class air.

(d) 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 plus one (1) day's wages and subsistence. This provision shall apply for area to area. Where a vessel is laid up under this section and the port of engagement is within the same area of such lay up, the seaman shall be entitled to available economy class air transportation and the wages and subsistence shall not exceed one (1) day's pay; however, in the ports close together, the schedule that we are presently working under shall remain in full force and effect.

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 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 days, the Unlicensed Personnel may be reduced on arrival. Should the vessel resume service within seven 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.

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 converted 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 of 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 1 day for 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. As circumstances permit, 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 further understood that the Company is under no obligation to hire replacements for those relieved; this being within the complete discretion of the Company.

This provision shall not be applicable during annual inspections.

NOTE: For the purpose of clarity, the below footnote outlines, but is not all inclusive, the intention of the words "as circumstances permit."

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. In the Steward Department, no loss of earnings when arrangements to relieve themselves are made; i.e., Holidays and weekends (the wages and overtime shall be paid).
3. If members of the Steward Department are off while the vessel is not feeding, no overtime is payable to them.
4. 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 below period.
5. 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.

6. 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.

7. Qualified day workers may be required to relieve watchstanders for purposes of time. 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.

SECTION 69. AWNINGS AND COTS. All Tankers, 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 70. TELEVISION SETS ON VESSELS IN COASTWISE, INTERCOASTAL, AND NEARBY FOREIGN TRADE. (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.

The maintenance care and repair of the television set and incidental equipment shall be the responsibility of the Unlicensed Personnel. To assist the crew with actual expenses incurred in this respect, the Company will reimburse the crew up to sixty-five dollars (\$65.00) annually upon presentation of bona fide maintenance and repair bills. It is understood that reimbursement will be only for maintenance and repair resulting from normal operation and handling of the television set for any damages resulting from fire or inclement weather and not for damage caused by the improper acts of any Unlicensed Personnel.

SECTION 71. WAGES—COASTWISE VOYAGES, NEARBY FOREIGN VOYAGES, DOMESTIC AND HARBOR PAYROLLS. Unlicensed Personnel will be paid day for day on all vessels on coastwise voyages, nearby foreign voyages, domestic article or on harbor payrolls, regardless of the length of the articles or payroll period, and whether or not the aforementioned periods occur between termination of one set of foreign articles and the signing of the next foreign articles.

SECTION 72. 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 6/16/72	MONTHLY RATE 6/16/73	MONTHLY RATE 6/16/74
Boatswain (25,000 D.W.T. or over)	\$778.61	\$817.54	\$858.42
Boatswain (Under 25,500 D.W.T.)	749.42	786.89	826.23
A.B. Deck Maintenance	639.06	671.01	704.56
O.S. Deck Maintenance	516.37	542.19	568.30
Able Seaman	562.40	590.52	620.05
Ordinary Seaman	445.96	468.26	491.67

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.

If the Boatswain is required to work with and supervise the watch on deck on 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, in lieu of his premium rate.

When the Boatswain is working alone, or with men on watch below only, on Saturdays, Sundays, or Holidays, he shall receive the premium rate prescribed.

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) 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.

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 12:00 midnight and 8:00 a.m. and sea watches are broken, any part of a watch between midnight and 8:00 a.m. shall constitute a complete watch.

(b) In port when sea watches are broken the hours of labor shall be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 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 overtime 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 5:00 p.m. and before 8:00 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

Saturday, Sunday and Holidays
Group 1 \$7.16
Group 2 6.88
Group 3 5.46

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 IV, 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 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, squeegee or polish brass. When watches are broken, Deck Department crewmembers shall be required to stand gangway watches.

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 overtime 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 overtime 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 overtime.

SECTION 12. HANDLING MOORING LINES. (a) The watch on deck shall receive 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 men shall be used for breaking out or stowing away mooring lines.

SECTION 13. DOCKING AND UNDOCKING. (a) The watch on deck shall receive 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 BACK FOR SHIFTING SHIP.

(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-hour minimum for each call-back.

In the event the work exceeds two hours, the men shall receive overtime for the hours actually worked. On Saturdays, Sundays and Holidays, the men shall receive overtime for the hours actually worked.

On Saturdays, Sundays and Holidays, the men shall receive a minimum of four 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 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 hours 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-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 means 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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 8:00 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 25,000 D.W.T. or over, the Ordinary Seaman shall be allowed four (4) hours daily for performing this work.

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Sat., Sun., Holidays	On Watch Sat., Sun., Holidays
Group 1 \$7.16	\$7.16	\$7.95
Group 2 4.91	6.01	7.80
Group 3 3.90	5.50	6.75

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 rate of \$2.73, \$3.44 and \$4.48 respectively for those in the three (3) wage brackets shall be paid to each crewmember participating. 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate. The same shall apply to members required to handle or shift butterworth machines during the butterworth operations or wash tanks from the decks.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(e) A minimum of three 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. CLEANING STEERING ENGINE. When sailors on or off watch are required to clean steering engine or steering engine bed, they shall be paid overtime for such work. For such work on Saturday, Sunday and Holidays on watch, they shall be paid by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

Group 1	\$7.16
Group 2	6.88
Group 3	5.46

However, sailors may be required to clean and paint steering engine room 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 8:00 a.m. and 5:00 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 and members of the Deck Department are required to do carpenter's work, they shall be paid by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Sat., Sun., Holidays	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(f) When any work described above is performed by the Unlicensed Personnel and overtime is payable, they shall be paid by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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. WORKING EQUIPMENT. Company agrees to furnish safe working gear and equipment.

SECTION 26. LIBERTY-TYPE VESSELS. On Liberty-type vessels unlicensed crew members are required to clean oil in 'tween decks. They shall be paid in accordance with cleaning rate in Section 21.

SECTION 27. 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 perspective ratings are carried, shall be as follows:

RATING	MONTHLY RATE 6/16/72	MONTHLY RATE 6/16/73	MONTHLY RATE 6/16/74
Q.M.E.D.	\$858.93	\$901.88	\$946.97
Chief Pumpman	785.73	825.02	866.27
Second Pumpman/ Engine Maintenance	785.73	825.02	866.27
Engine Utility	632.65	664.28	697.49
Oiler	562.40	590.52	620.05
Oiler/Maintenance Utility	604.83	635.07	666.82
Fireman/Watertender	562.40	590.52	620.05
Wiper	516.37	542.19	569.30
Ship's Welder Maintenance	695.60	730.38	766.90

SECTION 2. ARRIVALS AND DEPARTURES. Upon vessel's arrival in port as defined in port time clause, Article II, Section 33, overtime shall begin when "finished with engines" bell is rung. Upon vessel's departure for sea overtime shall be paid up until the first "ahead or astern" bell is rung.

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 rate, 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 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 overtime rate.

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.

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 tank.

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 pumpman 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 overtime 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.

It shall be the duty of the Unlicensed Personnel to take cargo samples or 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 hour at the overtime 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 hours per watch at the overtime 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 overtime 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 engineroom. 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 fanrooms, 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 sidley, 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 8:00 a.m. and 12:00 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 25,000 D.W.T. or over, the Wiper shall be allowed four (4) hours daily for performing this work.

(d) Wiper 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 when 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.

(g) 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.

(h) Wiper 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.

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

(j) 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.

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

(l) 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.

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

(n) 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 Butte-worth system, for the purpose of cleaning or making repairs therein, they shall be paid by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Sat., Sun., Holidays	On Watch Sat., Sun., Holidays
Group 1 \$7.16	\$7.16	\$7.95
Group 2 4.91	6.01	7.80
Group 3 3.90	5.50	6.75

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 rate of \$2.73, \$3.44 and \$4.48 respectively for those in the three (3) wage brackets shall be paid to each crewmember participating. 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate. The same shall apply to members required to handle or shift butterworth machines during the butterworth operations or wash tanks from the decks.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

(e) A minimum of three 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 man 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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.

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

SECTION 21. VESSELS OTHER THAN THOSE OPERATED AT PRESENT. It is understood that this agreement is designed to cover tankers. In the event the Company secures a type vessel other than the type herein stated, the Company and the Union shall meet immediately to negotiate provisions to meet the new conditions.

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 by using the various groups as defined by the Shipping Rules, Section 3, Departments and Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun., Holidays
Group 1 \$4.48	\$5.00	\$6.88
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

SECTION 23. ENTERING CASINGS ON MOTOR VESSELS. Members of the Unlicensed Personnel of the Engine Department on motor vessels, when required to enter the casings for the purpose of cleaning or sealing, shall be paid the tank cleaning rate.

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

(2) He shall be required to have the qualifications of Firemen, 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 so 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 Un-

licensed 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.

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 watch-stander.

(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 souge except where such work is incidental to a specific repair job.

SECTION 27. PYRAMIDING OVERTIME. There shall be no duplication or pyramiding of overtime 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 6/15/72	Monthly Rate 6/15/73	Monthly Rate 6/15/74
Chief Steward (25,500 D.W.T. or over)	781.71	830.80	861.84
Chief Steward (under 25,500 D.W.T.)	752.52	790.15	829.66
Steward Cook	796.22	836.03	877.83
Chief Cook	675.49	709.26	744.72
Cook and Baker	659.54	692.52	727.15
Third Cook	585.03	614.28	644.99
Assistant Cook	585.03	614.28	644.99
Messman	431.11	452.67	475.30
Utilityman	431.11	452.67	475.30

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 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 hours in any one 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 hours between the hours of 6:30 a.m. and 6:30 p.m.
Chief Cook—eight 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 5 p.m. to 6 p.m.

(b) **IN PORT WHEN FEEDING.** Working hours for members of the Steward Department in when feeding shall be outlined above. They shall be paid overtime 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. MANNING SCALE. (a) 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. On all vessels not listed in this agreement MANNING shall be in accordance with that negotiated between the UNION and the COMPANY.

The Union agrees that when it is unable to supply the Company a Third Cook with the proper endorsement, it will then substitute a Galley Utilityman in which event the replacement shall receive Galley Utilityman's wages.

(b) On automated and semi-automated vessels the hours and duties shall be as follows:

HOURS AND DUTIES

1. The Chief Steward or Steward-Cook shall supervise the Steward Department, 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.

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 2 hours' notice prior to the time necessary to prepare meals.

3. Two dollars and fifty cents per day, for each passenger over 6 passengers shall be paid on these vessels when from 7 to 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, \$2.50 per day per passenger shall be paid and divided among members of the Steward Department who perform this work.

5. When \$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 \$2.50 per day shall not be applicable.

If the \$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 meals, at the beginning or termination of such passenger's voyage, the rate of \$2.50 prescribed herein shall be reduced in the amount of \$.84 for each meal missed.

On vessels carrying extra men who are served as crew, determination of the method of remuneration to the Steward Department will be made prior to the vessel's departure.

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 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 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 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 sougeeting 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 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 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 by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

	8:00 a.m.-5:00 p.m. Mon. through Fri.	After 5:00 p.m. and Before 8:00 a.m. Mon. through Fri.	During Work Hours Sat., Sun., Holidays
Group 1	\$4.48	\$5.00	\$6.88
Group 2	3.44	4.01	6.88
Group 3	2.73	3.57	5.46

However, daily provisions such as fresh vegetables, fruit, milk, or bread shall be stored by messmen 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, \$.50 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 hours overtime per meal shall be paid for the first group of six persons or fraction thereof, and one hour overtime for each four 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 them 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 statement 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 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 one six to ten men are served, one cook and one messman shall perform this work. When more than ten men are served, one cook and two messmen shall perform this work.

(c) When meals are not provided as specified in Article II, Section 43, above, 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 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 24 hours, excluding Sundays and Holidays, the cooks shall be required to make the bread and will be paid three 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. Spotting shall not be construed as 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 dock for the purpose of dumping garbage.

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 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 hour either way, provided that one unbroken hour shall be allowed at all times for dinner or supper when men are on day work. If one unbroken hour is not given, the men involved shall receive one hour's 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 FIRE ROOM. 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.

ARTICLE VI OTHER PROVISIONS

SECTION 1. 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, 675 Fourth Avenue, Brooklyn, New York 11232.

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.

ARTICLE VII EFFECTIVE DATES

The effective date of this Agreement shall be at 12:01 a.m., June 16, 1972, and the effective dates so 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, 1975.

FURTHER RULES APPLICABLE TO 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.

2. It has been agreed that the deck department can take the ship's evacuators from the cargo hold or shelter desk 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 and 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.

(b) When shoreside evacuators are to be used, and the crewmembers are required to service or handle same they shall be paid by using the various groups as defined by the Shipping Rules, Section 3, Departments & Groups, to determine the applicable rate.

On Watch Mon. through Fri.	Watch Below Mon. through Fri.	On Watch Sat., Sun. & Holidays
Group 1 \$4.48	\$5.00	\$7.16
Group 2 3.44	4.01	6.88
Group 3 2.73	3.57	5.46

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, the butterworth machines are used and the tanks are cleared and mucked, men performing this work shall be paid at the tank clearing 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.

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 hours between the hours of 6:30 a.m. and 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 should specify a definite entry rating. The dis-

patcher 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 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 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 hours in all ports and at sea, as the steward may direct, between the hours of 6:00 a.m. to 6:00 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 6:00 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 9:00 a.m. to 10:00 a.m.

Duties of the Second Cook:

7:00 a.m. to 1:00 p.m.—4:00 p.m. to 6:00 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:

7:00 a.m. to 1:00 p.m.—4:00 p.m. to 6:00 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 9:00 a.m., 10:00 a.m. to 1:00 p.m., 4:00 p.m. to 6:30 p.m.

Duties of the Galley Utility:

6:30 a.m. to 10:00 a.m.—11:00 a.m. to 1:00 p.m.—4:00 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 1:00 p.m.—4:00 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 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 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 1:00 p.m.—4:00 p.m. to 6:30 p.m.

The saloon messman shall be responsible for the serving of the three 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 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 1:00 p.m.—4:00 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 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 1:00 p.m.—4:00 p.m. to 6:30 p.m.

The crew messman is in charge of the crew messroom; responsible for silverware and glasses, condi-

ments, and serving three 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 1:00 p.m.—4:00 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 1:00 p.m.—4:00 p.m. to 6:00 p.m.

Routine duties of the steward utility shall, other than making and cleaning officers' quarters, include work in storerooms, linen lockers, ships 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 utility-men 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 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 $\frac{3}{4}$ length sleeves. However, white or T-shirts may be worn by messmen 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 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 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 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 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.



SHIPPING RULES—JUNE 16, 1972

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. Seamen shall be registered only in the Department in which they regularly ship and in only one Group, as provided in Rule 3 hereof.

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 eightieth (180th) day 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

Bosun	Deck Maintenance
Bosun's Mate	Watchman-Day Work
Carpenter	Storekeeper

GROUP II—RATED WATCH STANDERS

Quartermaster	Car Deckman
Able Seaman	Watchman-Standing Watches

GROUP III

Ordinaries on Watch	O.S. Deck Maintenance
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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 MT/Electrician	

GROUP II

Deck Engineer	Watertender
Engine Utility	Fireman-Watertender
Oiler-Diesel	Fireman
Oiler-Steam	Oiler Maintenance/Utility

GROUP III

Wiper

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

GROUP III

Utility Messmen	Messmen
Waiters	General Steward's Utility

B. A seaman may not change the Department in which he ships without 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. Application of this Rule 4 D shall not require any employer to pay transportation expenses by reason of the job's transfer. 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. Within each class of seniority rating in the Deck Department, seamen over fifty (50) years of age shall have priority over seamen less than fifty (50) years old in obtaining fire watchman jobs.

2. 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.

3. If a laid-up ship requires a crew to report for duty aboard the vessel within seven (7) 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.

4. 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.

5. 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 seafaring as able seamen of at least thirty-six (36) months, or actual seafaring in any capacity in the Deck Department of at least seventy-two (72) months, or actual seafaring as bosun of at least twelve (12) months, in all cases aboard vessels covered by these Rules.

6. 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 seafaring 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.

7. 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 ratings 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 seafaring of at least thirty-six (36) months in the Steward Department in a rating above that of third cook, or who have actual seafaring of at least twelve (12) months as steward, in all cases aboard vessels covered by these Rules.

8. 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.

9. 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 aboard 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.

10. 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 (9) 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, 675 Fourth Avenue, Brooklyn, New York 11232. 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 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, 675 Fourth Avenue, Brooklyn, New York 11232, 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, 675 Fourth Avenue, Brooklyn, New York 11232, 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 the period of the Viet Nam conflict emergency, unlicensed seamen possessing Class B or C seniority who are in Group III of the Deck or Engine Departments and who have adequate seetime to make application for endorsement in Group II ratings 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 shall have noted the time and date of appearances for 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 seaman may apply in writing to the Seafarers Appeal Board in connection with any dispute as to his period of seetime for 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 Appeal 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 the Viet Nam conflict 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 to terminate and remove the amendment.

B. Rule 2 J hereof is hereby suspended with respect to entry ratings only for the period of the Viet Nam conflict emergency, or until the suspension of that Rule is no longer necessary, as determined by the 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 Harry Lundeberg School of Seamanship entry rating training program.

(c) Possession of special skills and aptitudes.

(d) Employment record.

(e) A minimum of twelve (12) months of seetime with any of the companies listed in Appendix "A" of the collective bargaining agreements.

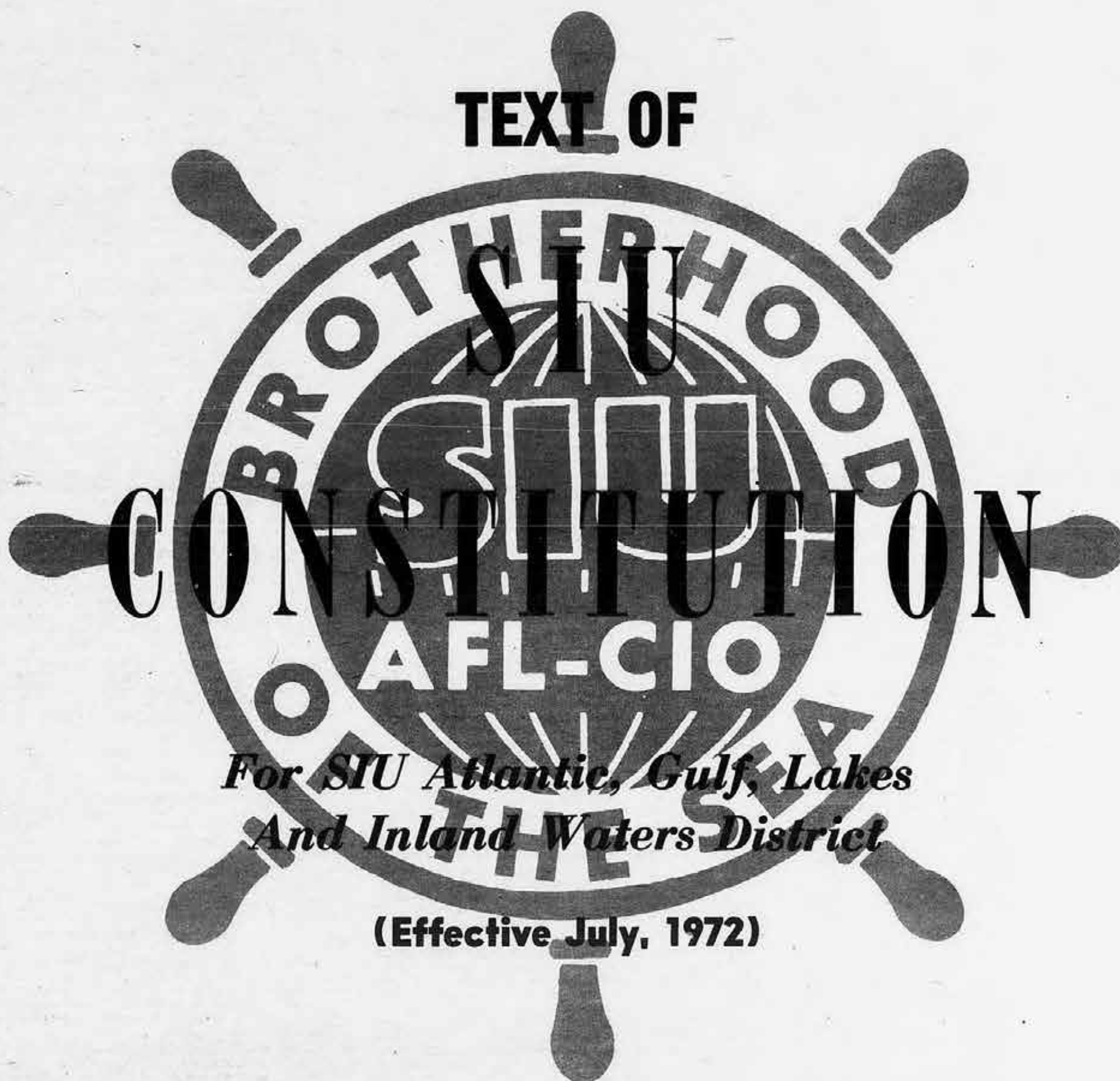
(f) Satisfactory completion of the course of training offered by the School of Marine Engineering sponsored by the Harry Lundeberg School of Seamanship, District No. 2, Marine Engineers Beneficial Association and/or others in connection therewith.

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.

SEAFARERS INTERNATIONAL UNION of NORTH AMERICA

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



TEXT OF

SIU CONSTITUTION

*For SIU Atlantic, Gulf, Lakes
And Inland Waters District*

(Effective July, 1972)

CONSTITUTION

THE SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA— ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT

Affiliated with Seafarers International Union of North America,
American Federation of Labor-Congress of Industrial Organizations
(As Amended July 10, 1972)

PREAMBLE

As maritime and allied workers and realizing the value and necessity of a thorough organization, we are dedicated to the forming of one Union for our people, the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, based upon the following principles:

All members shall be entitled to all the rights, privileges and guarantees as set forth in this Constitution, and such rights, privileges and guarantees shall be preserved in accordance with its terms.

We declare that American seamen are entitled to receive their employment without interference of crimps, ship-owners, fink halls or any shipping bureaus maintained by the Government.

We affirm that every worker has the right to receive fair and just remuneration for his labor, and to gain sufficient leisure for mental cultivation and physical recreation.

We proclaim the right of all seamen to receive healthful and sufficient food, and proper forecables in which to rest.

We defend the right of all seamen to be treated in a decent and respectful manner by those in command, and

We hold that the above rights belong to all workers alike, irrespective of nationality or creed.

Recognizing the foregoing as our inalienable rights, we are conscious of corresponding duties to those in command, our employers, our craft and our country.

We will, therefore, try by all just means to promote harmonious relations with those in command by exercising due care and diligence in the performance of the duties of our profession, and by giving all possible assistance to our employers in caring for their gear and property.

Based upon these principles, it is among our objects: To use our influence individually and collectively for the purpose of maintaining and developing skill in seamanship and effecting a change in the maritime law of the United States, so as to render it more equitable and to make it an aid instead of a hindrance to the development of a merchant marine and a body of American seamen.

To support a journal which shall voice the sentiments of maritime workers and through its columns seek to maintain their knowledge of, and interest in, maritime affairs.

To assist the seamen of other countries in the work of organization and federation, to the end of establishing the Brotherhood of the Sea.

To form and to assist by legal means other bona fide labor organizations whenever possible in the attainment of their just demands.

To regulate our conduct as a Union and as individuals so as to make seamanship what it rightly is—an honorable and useful calling. And bearing in mind that we are migratory, that our work takes us away in different directions from any place where the majority might otherwise meet to act, that meetings can be attended by only a fraction of the membership, that the absent members, who cannot be present, must have their interests guarded from what might be the results of excitement and passions aroused by persons or conditions, and that those who are present may act for and in the interest of all, we have adopted this Constitution.

Statement of Principles and Declaration of Rights

In order to form a more perfect Union, we workers in the maritime and allied industries, realizing the value and necessity of uniting in pursuit of our improved economic and social welfare, have determined to bind ourselves together in the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, and hereby dedicate ourselves to the following principles:

In promoting our economic and social welfare, we shall ever be mindful, not only of our rights, but also of our duties and obligations as members of the community, our duties as citizens, and our duty to combat the menace of communism and any other enemies of freedom and the democratic principles to which we seafaring men dedicate ourselves in this Union.

We shall affiliate and work with other free labor organizations; we shall support a journal to give additional voice to our views; we shall assist our brothers of the sea and other workers of all countries in these obligations to the fullest extent consistent with our duties, obligations, and law. We shall seek to exert our individual and collective influence in the fight for the enactment of labor and other legislation and policies which look to the attainment of a free and happy society, without distinction based on race, creed or color.

To govern our conduct as a Union and bearing in mind that most of our members are migratory, that their duties carry them all over the world, that their rights must and shall be protected, we hereby declare these rights as members of the Union to be inalienable.

No member shall be deprived of any of the rights or privileges guaranteed him under the Constitution of the Union.

Every qualified member shall have the right to nominate himself for, and, if elected, or appointed, to hold office in this Union.

No member shall be deprived of his membership without due process of the law of this Union. No member shall be compelled to be a witness against himself in the trial of any proceeding in which he may be charged with failure to observe the law of this Union. Every official and job hold-

er shall be bound to uphold and protect the rights of every member in accordance with the principles set forth in the Constitution of the Union.

IV

Every member shall have the right to be confronted by his accuser whenever he is charged with violating the law of this Union. In all such cases, the accused shall be guaranteed a fair and speedy trial by an impartial committee of his brother Union members.

V

No member shall be denied the right to express himself freely on the floor of any Union meeting or in committee.

VI

A militant membership being necessary to the security of a free union, the members shall at all times stand ready to defend this Union and the principles set forth in the Constitution of the Union.

VII

The powers not delegated to the officers, job holders, and Executive Board by the Constitution of the Union shall be reserved to the members.

CONSTITUTION

Article I

Name and General Powers

This Union shall be known as the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District. Its powers shall be legislative, judicial, and executive, and shall include the formation of, and/or issuance of charters to, subordinate bodies and divisions, corporate or otherwise, the formation of funds and participation in funds, the establishment of enterprises for the benefit of the Union and similar ventures. This Union shall exercise all of its powers in aid of subordinate bodies and divisions created or chartered by it. For convenience of administration and in furtherance of its policies of aid and assistance, the Union may make its property, facilities and personnel available for the use and on behalf of such subordinate bodies and divisions. A majority vote of the membership shall be authorization for any Union action, unless otherwise specified in the Constitution or by law. This Union shall at all times protect and maintain its jurisdiction.

Article II

Affiliation

Section 1. This Union shall be affiliated with the Seafarers International Union of North America and the American Federation of Labor—Congress of Industrial Organizations. All other affiliations by the Union or its subordinate bodies or divisions shall be made or withdrawn as determined by a majority vote of the Executive Board.

Section 2. In addition to such other provisions as are contained herein, all subordinate bodies and divisions seeking a charter from and/or affiliation with this Union, shall be required to adopt, within a time period set by the Executive Board, a constitution containing provisions as set in Exhibit A, annexed to this Constitution and made a part hereof. All other provisions adopted by such subordinate bodies and divisions as part of their constitutions shall not be inconsistent therewith. No such constitution or amendments thereto shall be deemed to be effective without the approval of the Executive Board or this Union, which shall be executed in writing, on its behalf, by the President or, in his absence, by any other officer designated by it. Such approval shall be deemed to be recognition of compliance herewith by such subordinate body or division.

Where a subordinate body or division violates any of the foregoing, and, in particular, seeks to effectuate any constitutional provision not so authorized and approved, or commits acts in violation of its approved constitution, or fails to act in accordance therewith, this Union, through its Executive Board, may withdraw its charter and/or sever its affiliation forthwith, or on such terms as it may impose not inconsistent with law, in addition to exercising any and all rights it may have pursuant to any applicable agreements or understandings.

Section 3. This Union shall also have the power, acting through its Executive Board, and after a fair hearing, to impose a trusteeship upon any subordinate body or divisions chartered by and affiliated with it, for the reasons and to the extent provided by law.

Article III

Membership

Section 1. There shall be two classes of membership, to wit full book members and probationary members. Candidates for membership shall be admitted to membership in accordance with such rules as may be adopted from time to time, by a majority vote of the membership and which rules shall not be inconsistent with the provisions of this Constitution. All candidates with 360 days or more seetime in a consecutive 24 calendar month period commencing from January 1, 1968, in an unlicensed capacity, aboard an American-flag merchant vessel or vessels, covered by contract with this Union, shall be eligible for full membership. All persons with less than the foregoing seetime but at least thirty (30) days of such seetime, shall be eligible for pro-

bational membership. Only full book members shall be entitled to vote and to hold any office or elective job, except as otherwise specified herein. All probationary members shall have a voice in Union proceedings and shall be entitled to vote on Union contracts.

Section 2. No candidate shall be granted membership who is a member of any dual organization hostile to the aims, principles, and policies of this Union.

The members, by majority vote, shall at all times have the right to determine the membership status of pensioners.

Section 3. Members more than one quarter in arrears in dues shall be automatically suspended, and shall forfeit all benefits and all other rights and privileges in the Union. They shall be automatically dismissed if they are more than two quarters in arrears in dues. An arrearage in dues shall be computed from the first day of the applicable quarter, but this time shall not run:

(a) While a member is actually participating in a strike or lockout.

(b) While a member is an in-patient in a USPHS or other accredited hospital.

(c) While a member is under an incapacity due to activity in behalf of the Union.

(d) While a member is in the armed services of the United States, provided the member was in good standing at the time of entry into the armed forces, and further provided he applies for reinstatement within ninety (90) days after discharge from the armed forces.

(e) While a member has no opportunity to pay dues, because of employment aboard an American-flag merchant vessel. The provision of this subsection (e) shall be inapplicable when such merchant vessel is operating upon the Great Lakes.

Section 4. A majority vote of the membership shall be sufficient to designate additional circumstances during which the time specified in Section 3 shall not run. It shall be the right of any member to present, in writing, to any Port at any regular meeting, any question with regard to the application of Section 3, in accordance with procedures established by a majority vote of the membership. A majority vote of the membership shall be necessary to decide such questions.

Section 5. The membership shall be empowered to establish, from time to time, by majority vote, rules under which dues and assessments may be excused where a member has been unable to pay dues and assessments for the reasons provided in Sections 3 and 4.

Section 6. To preserve unity, and to promote the common welfare of the membership, all members of the Union shall uphold and defend this Constitution and shall be governed by the provisions of this Constitution and all policies, rulings, orders and decisions duly made.

Section 7. Any member who gives aid to the principles and policies of any hostile or dual organization shall be denied further membership in this Union to the full extent permitted by law. A majority vote of the membership shall decide which organizations are dual or hostile.

Section 8. Evidence of membership or other affiliation with the Union shall be in such form or forms as determined by the Executive Board, and shall at all times remain the property of the Union. Members may be required to show their evidence of membership in order to be admitted to Union meetings, or into, or on Union property.

Article IV

Reinstatement

Members dismissed from the Union may be reinstated in accordance with such rules and under such conditions as are adopted, from time to time, by a majority vote of the membership.

Article V

Dues and Initiation Fee

Section 1. All members shall pay dues quarterly on a calendar year basis, no later than the first business day of each quarter, except as herein otherwise provided. The dues shall be those payable as of the date of adoption of this Constitution as amended and may be changed only by Constitutional amendment.

Section 2. No candidate for full book membership shall be admitted into such membership without having paid an initiation fee of Five Hundred (\$500.00) Dollars, except as otherwise provided in this Constitution. In addition, the candidate shall pay a Ten (\$10.00) Dollar "service fee" for the issuance of his full book.

Each candidate for probationary membership and each probationary member shall, with the payment of each of his first quarterly dues, as required by Section 1, pay at each such time the sum of One Hundred and Twenty-five (\$125.00) Dollars as partial initiation fee. The total of such initiation monies so paid shall be credited to his above required initiation fee for a full book member upon completion of the required seetime as provided for in Article III, Section 1. Monies paid to the Union by any non-full book member prior to the effective date of this amended Constitution, on account of initiation fee and assessments, not exceeding Two Hundred and Fifty (\$250.00) Dollars, shall be credited to such member's payment of his initiation fee as required by this section.

Section 3. Payment of dues and initiation fees may be waived for organizational purposes in accordance with such rules as are adopted by a majority vote of the Executive Board.

Section 4. All members shall be and remain good standing.

Article VI

Retirement from Membership

Section 1. Members may retire from membership by surrendering their Union books or other evidence of affiliation and paying all unpaid dues for the quarter in which they retire, assessments, fines and other monies due and owing the Union. When the member surrenders his book or other evidence of affiliation in connection with his application for retirement he shall be given a receipt therefor. An official retirement card shall be issued by Headquarters, upon request, dated as of the day that such member accomplishes these payments and shall be given to the member upon presenting the aforesaid receipt.

Section 2. All the rights, privileges, duties and obligations of membership shall be suspended during the period of retirement, except that a retired member shall not be disloyal to the Union nor join or remain in any dual or hostile organization, upon penalty or forfeiture of his right to reinstatement.

Section 3. Any person in retirement for a period of two quarters or more shall be restored to membership, except as herein indicated, by paying dues for the current quarter, as well as all assessments accruing and newly levied during the period of retirement. If the period of retirement is less than two quarters, the required payments shall consist of all dues accruing during the said period of retirement, including those levied during that period. Upon such payment, the person in retirement shall be restored to membership, and his membership book, appropriately stamped, shall be returned to him.

Section 4. A member in retirement may be restored to membership after a two-year period of retirement consisting of eight full quarters only by majority vote of the membership.

Section 5. The period of retirement shall be computed from the first day of the quarter following the one in which the retirement card was issued.

Section 6. No member may retire his membership during the period of a strike or lockout.

Article VII

Systems of Organization

Section 1. This Union, and all officers, headquarters representatives, port agents, patrolmen, and members shall be governed in this order by:

- (a) The Constitution.
- (b) The Executive Board.
- (c) Majority vote of the membership.

Section 2. The headquarters of the Union shall be located in New York and the headquarters officers shall consist of a President, and Executive Vice-President, one Vice-President in Charge of Contracts and Contract Enforcement, a Secretary-Treasurer, one Vice-President in Charge of the Atlantic Coast, one Vice-President in Charge of the Gulf Coast, and one Vice-President in Charge of the Lakes and Inland Waters.

Section 3. The staff of each port shall consist of such personnel as is provided for herein, and the port shall bear the name of the city in which the Union's port offices are located.

Section 4. Every member of the Union shall be registered in one of three departments: namely, deck, engine and stewards department. The definition of these departments shall be in accordance with custom and usage. This definition may be modified by a majority vote of the membership. No member may transfer from one department to another except by approval as evidenced by a majority vote of the membership.

Article VIII

Officers, Headquarters Representatives, Port Agents and Patrolmen

Section 1. The officers of the Union shall be elected as otherwise provided in this Constitution. These officers shall be the President, an Executive Vice-President, one Vice-President in Charge of Contracts and Contract Enforcement, a Secretary-Treasurer, one Vice-President in Charge of the Atlantic Coast, one Vice-President in Charge of the Gulf Coast, and one Vice-President in Charge of the Lakes and Inland Waters.

Section 2. Port Agents' Headquarters Representatives, and Patrolmen shall be elected, except as otherwise provided in this Constitution.

Article IX

Other Elective Jobs

Section 1. In addition to the elective jobs provided for in Article VIII, the following jobs in the Union shall be voted upon in the manner prescribed by this Constitution:

Committee members of:

- (1) Trial Committees
- (2) Quarterly Financial Committees
- (3) Appeals Committees
- (4) Strike Committees
- (5) Credentials Committees
- (6) Union Tallying Committees
- (7) Constitutional Committees

Section 2. Additional committees may be formed as provided by a majority vote of the membership. Committees may also be appointed as permitted by this Constitution.

Article X

Duties of Officers, Headquarters Representatives, Port Agents, Other Elected Job Holders and Miscellaneous Personnel

(a) The President shall be the executive officer of the Union and shall represent, and act for and in behalf of the Union in all matters except as otherwise specifically provided for in the Constitution.

(b) He shall be a member ex-officio of all committees, except as otherwise herein expressly provided.

(c) The President shall be in charge of, and responsible for, all Union property, and shall be in charge of headquarters and port offices. Wherever there are time restrictions or other considerations affecting Union action, the President shall take appropriate action to insure observance thereof.

(d) In order that he may properly execute his responsibilities, he is hereby instructed and authorized to employ any help he deems necessary, be it legal, accounting or otherwise.

(e) Subject to approval by a majority vote of the membership, the President shall designate the number and location of ports the jurisdiction, status and activities thereof, and may close or open such ports, and may re-assign Vice-Presidents and the Secretary-Treasurer, without reduction in wages. He may also re-assign Headquarters Representatives, Port Agents, and Patrolmen, to other duties, without reduction in wages. The Ports of New York, Philadelphia, Baltimore, Mobile, New Orleans, Houston, Detroit and San Francisco may not be closed except by Constitutional amendment.

Where ports are opened between elections, the President shall designate the Union personnel thereof.

The President shall designate, in the event of the incapacity of any Headquarters Representative, Port Agent or Patrolman, or any officer other than the President, a replacement to act as such during the period of incapacity, provided such replacement is qualified under Article XII of the Constitution to fill such job.

At the regular meeting in May of every election year, the President shall submit to the membership a pre-balloting report. In his report he shall recommend the number and location of ports, the number of Headquarters Representatives, Port Agents and Patrolmen which are to be elected. He shall also recommend a bank, a bonded warehouse, a regular officer thereof, or any similar depository, to which the ballots are to be mailed, except that the President may, in his discretion, postpone the recommendation as to the depository until no later than the first regular meeting in October.

This recommendation may also specify, whether any Patrolman and/or Headquarters Representative, shall be designated as departmental or otherwise. The report shall be subject to approval or modification by a majority vote of the membership.

(f) The President shall be chairman of the Executive Board and may cast one vote in that body.

(g) He shall be responsible, within the limits of his powers, for the enforcement of this Constitution, the policies of the Union, and all rules and rulings adopted by the Executive Board, and those duly adopted by a majority vote of the membership. Within these limits, he shall strive to enhance the strength, position, and prestige of the Union.

(h) The foregoing duties shall be in addition to those other duties lawfully imposed upon him.

(i) The responsibility of the President may not be delegated, but the President may delegate to a person or persons the execution of such of his duties as he may in his discretion decide, subject to the limitations set forth in this Constitution.

(j) Any vacancy in any office or the job of Headquarters Representative, Port Agent, or Patrolman shall be filled by the President by temporary appointment of a member qualified for the office or job under Article XII of this Constitution, except in those cases where the filing of such vacancy is otherwise provided for by this Constitution.

(k) The President is directed to take any and all measures and employ such means which he deems necessary or advisable, to protect the interests, and further the welfare of the Union and its members, in all matters involving national, state or local legislation issues, and public affairs.

(l) The President shall have authority to require any officer or Union representative to attend any regular or special meeting if, in his opinion, it is deemed necessary.

Section 2. Executive Vice-President.

The Executive Vice-President shall perform any and all duties assigned him or delegated to him by the President. The Executive Vice-President shall be a member of the Executive Board and may cast one vote in that body.

Section 3. Vice-President in Charge of Contracts and Contract Enforcement.

The Vice-President in Charge of Contracts and Contract Enforcement shall perform any and all duties assigned him or delegated to him by the President. In addition, he shall be responsible for all contract negotiations, the formulation of bargaining demands, and the submission of proposed collective bargaining agreements to the membership for ratification. He shall also be responsible, except as otherwise provided in Article X, Section 13(d) (1), for strike authorization, signing of new contracts, and contract enforcement. He shall also act for headquarters in executing the administrative functions assigned to headquarters by this Constitution with respect to trials and appeals except if he is a witness or party thereto, in which event the Secretary-Treasurer shall act in his place. In order that he may properly execute these responsibilities he is hereby instructed and authorized to employ such help as he deems necessary, be it legal, or otherwise, subject to approval of the Executive Board.

The Vice-President in Charge of Contracts and Contract Enforcement shall be a member of the Executive Board and may cast one vote in that body.

Section 4. Secretary-Treasurer.

The Secretary-Treasurer shall perform any and all duties assigned him or delegated him by the President. He shall be responsible for the organization and maintenance of the correspondence, files, and records of the Union; setting up, and maintenance of, sound accounting and bookkeeping systems; the setting up, and maintenance of, proper office and other administrative Union procedures; the proper collection, safeguarding, and expenditure of all Union funds, port or otherwise. He shall submit to the membership, for each quarterly period, a detailed report of the entire Union's financial operations and shall submit simultaneously therewith, the Quarterly Financial Committee report for the same period. The Secretary-Treasurer's report shall be prepared by an independent Certified Public Accountant. He shall also work with all duly elected finance committees. The Secretary-Treasurer shall be responsible for the timely filing of any and all reports on the operations of the Union, financial or otherwise, that may be required by any Federal or state laws. In order that he may properly execute his responsibilities, he is hereby instructed and authorized to employ any help he deems necessary, be it legal, accounting, or otherwise, subject to approval of the Executive Board.

The Secretary-Treasurer shall be a member of the Executive Board and may cast one vote in that body.

The Secretary-Treasurer shall be a member ex-officio of the Credentials and Ballot Tallying Committees. In addition he shall make himself and the records of his office available to the Quarterly Financial Committee.

Section 5. Vice-President in Charge of the Atlantic Coast.

The Vice-President in Charge of the Atlantic Coast shall be a member of the Executive Board and shall be entitled to cast one vote in that body.

He shall supervise and be responsible for the activities of all the ports, and the personnel thereof on the Atlantic Coast, including their organizing activities. The Atlantic Coast area is deemed to mean that area from and including

Georgia through Maine and shall also include the Islands in the Caribbean. In order that he may properly execute his responsibilities he is empowered and authorized to retain any technical or professional assistance he deems necessary, subject to approval of the Executive Board.

Section 6. Vice-President in Charge of the Gulf Coast.

The Vice-President in Charge of the Gulf Coast shall be a member of the Executive Board and shall be entitled to cast one vote in that body.

He shall supervise and be responsible for the activities of all the ports, and the personnel thereof on the Gulf Coast including their organizing activities. The Gulf Coast area is deemed to mean the State of Florida, all through the Gulf, including Texas.

In order that he may properly execute his responsibilities he is empowered and authorized to retain any technical or professional assistance he deems necessary, subject to approval of the Executive Board.

Section 7. Vice-President in Charge of the Lakes and Inland Waters.

The Vice-President in Charge of the Lakes and Inland Waters shall be a member of the Executive Board and shall be entitled to cast one vote in that body.

He shall supervise and be responsible for the activities of all the ports, and the personnel thereof on the Lakes and Inland Waters, including their organizing activities.

In order that he may properly execute his responsibilities he is empowered and authorized to retain any technical or professional assistance he deems necessary, subject to approval of the Executive Board.

Section 8. Headquarters Representatives.

The Headquarters Representatives shall perform any and all duties assigned them or delegated to them by the President or the Executive Board.

Section 9. Port Agents.

(a) The Port Agent shall be in direct charge of the administration of Union affairs in the port of his jurisdiction subject to the direction of the area Vice-President.

(b) He shall, within the jurisdiction of his port, be responsible for the enforcement and execution of the Constitution, the policies of the Union, and the rules adopted by the Executive Board, and by a majority vote of the membership. Wherever there are time restrictions or other considerations affecting port action, the Port Agent shall take appropriate action to insure observance thereof.

(c) He shall be prepared to account, financially or otherwise, for the activities of his port, whenever demanded by the President, the Vice-President of the area in which his port is located, or by the Secretary-Treasurer.

(d) In any event, he shall prepare and forward to the Secretary-Treasurer, a weekly financial report showing, in detail, weekly income and expenses, and complying with all other accounting directions issued by the Secretary-Treasurer.

(e) The Port Agent may assign each port Patrolman to such duties as fall within the jurisdiction of the port, regardless of the departmental designation, if any, under which the Patrolman was elected.

(f) The Port Agent shall designate which members at that port may serve as representatives to other organizations, affiliation with which has been properly authorized.

Section 10. Patrolmen.

Patrolmen shall perform any duties assigned them by the Agent of the Port to which they are assigned.

Section 11. Executive Board.

The Executive Board shall consist of the President, the Executive Vice-President, the Vice-President in Charge of Contracts and Contract Enforcement, the Secretary-Treasurer, the Vice-President in Charge of the Atlantic Area, the Vice-President in Charge of the Gulf Area, the Vice-President in Charge of the Lakes and Inland Waters, and the National Director (or chief executive officer) of each subordinate body or division created or chartered by the Union whenever such subordinate body or division has attained a membership of 3,200 members and has maintained that membership for not less than three (3) months. Such National Director (or chief executive officer) shall be a member of the respective subordinate body or division and must be qualified to hold office under the terms of the Constitution of such division or subordinate body.

The Executive Board shall meet not less than twice each year and at such times as the President and/or a majority of the Executive Board may direct. The President shall be chairman of all Executive Board meetings unless absent, in which case the Executive Board shall designate the chairman. Each member of the Executive Board shall be entitled to cast one vote in that body. Its decision shall be determined by majority vote of those voting, providing a quorum of three is present. It shall be the duty of the Executive Board to develop policies, strategies and rules which will advance and protect the interests and welfare of the Union and the Members. It shall be the duty of the Secretary-Treasurer, or in his absence, an appointee of the Executive Board, to keep accurate minutes of all Executive Board meetings. The Executive Board shall determine per capita tax to be levied and other terms and conditions of affiliation for any group of workers desiring affiliation. The Executive Board may direct the administration of all Union affairs, properties, policies and personnel in any and all areas not otherwise specifically provided for in this Constitution. Notwithstanding the foregoing, the Executive Board may act without holding a formal meeting provided all members of the Board are sent notice of the proposed action or actions and the decision thereon is reduced to writing and signed by a majority of the Executive Board.

In the event that death, resignation or removal from office for any reason should occur to the President, the Executive Board by majority vote shall name a successor from its own membership who shall fill that vacancy until the next general election.

In the event the President is incapacitated for a period of more than thirty (30) days, and the Executive Board by majority vote thereafter determines that such incapacity prevents the President from carrying out his duties, the Executive Board by majority vote may appoint from among its own membership the officer to fill the office of President. This appointment shall terminate upon the President's recovery from such incapacity or upon the expiration of the President's term of office, whichever occurs first.

The Executive Board by majority vote may grant requests for leaves of absence with or without pay to officers. In the event that a leave is granted to the President, the Executive Board by a majority vote, shall designate from among its own membership who shall exercise the duties of the President during such period of leave.

Notwithstanding the provision of Section 1(j) of this Article X, the Executive Board, by majority vote, may determine not to fill any vacancy in any office or job for any part of an unexpired term.

Section 12. Delegates.

(a) The terms "delegates" shall mean those members of

the Union and its subordinate bodies or divisions who are elected in accordance with the provisions of this Constitution, to attend the convention of the Seafarers International Union of North America. The following officers and job holders, upon their election to office or job shall, during the term of their office or job, be delegates to all Conventions of the Seafarers International Union of North America in the following order of priority: President; Executive Vice-President; Vice-President in Charge of Contracts and Contract Enforcement; Secretary-Treasurer; Vice-President in Charge of the Atlantic Coast; Vice-President in Charge of the Gulf Coast; Vice-President in Charge of the Lakes and Inland Waters; Headquarters Representatives, with priority to those most senior in full book Union membership; Port Agents, with priority to those most senior in full book Union membership; and Patrolmen, with priority to those most senior in full book Union membership.

(b) Each delegate shall, by his vote and otherwise, support those policies agreed upon by the majority of the delegates to the Convention.

(c) The President shall assign to each subordinate body or division that number of delegates to which this Union would have been entitled, if its membership had been increased by the number of members of the subordinate body or division, in accordance with the formula set forth in the Constitution of the Seafarers International Union of North America, except that this provision shall not be applied so as to reduce the number of delegates to which this Union would otherwise have been entitled.

Section 13. Committees.

(a) Trial Committee.

The Trial Committee shall conduct the trials of a person charged, and shall submit findings and recommendations as prescribed in this Constitution. It shall be the special obligation of this Committee to observe all the requirements of this Constitution with regard to charges and trials, and their findings and recommendations must specifically state whether or not, in the opinion of the Trial Committee, the rights of any accused, under this Constitution, were properly safeguarded.

(b) Appeals Committee.

1. The Appeals Committee shall hear all appeals from trial judgments, in accordance with such procedures as are set forth in this Constitution and such rules as may be adopted by a majority vote of the membership not inconsistent therewith.

2. The Appeals Committee shall, within not later than one week after the close of the said hearing, make and submit findings and recommendations in accordance with the provisions of this Constitution and such rules as may be adopted by a majority vote of the membership not inconsistent therewith.

(c) Quarterly Financial Committee.

1. The Quarterly Financial Committee shall make an examination for each quarterly period of the finances of the Union and shall report fully on their findings and recommendations. Members of this committee may make dissenting reports, separate recommendations and separate findings.

2. The findings and recommendations of this committee shall be completed within a reasonable time and after the election of the members thereof, and shall be submitted to the Secretary-Treasurer who shall cause the same to be read in all ports, as set forth herein.

3. All officers, Union personnel and members are responsible for complying with all demands made for records, bills, vouchers, receipts, etc., by the said Quarterly Financial Committee. The committee shall also have available to it, the services of the independent certified public accountants retained by the Union.

4. Any action on the said report shall be as determined by a majority vote of the membership.

5. The Quarterly Financial Committee shall consist of seven (7) full book members in good standing to be elected at Headquarters—Port of New York. No officer, Headquarters Representative, Port Agent, or Patrolman, shall be eligible for election to this Committee. Committee members shall be elected at the regular Headquarters—Port of New York meeting designated by the Secretary-Treasurer. In the event such regular meetings cannot be held for lack of a quorum, the New York Port Agent shall call a special meeting as early as possible for the electing of Committee members to serve on the Quarterly Financial Committee. On the day following their election, and continuing until the Committee has completed its report, each Committee member shall be paid for hours worked at the standby rate of pay, but in no event shall they be paid less than eight (8) hours per day. They shall be furnished room and board during the period they are performing their duties.

In the event a committee member ceases to act, no replacement need be elected, unless there are less than three (3) committee members, in which event they shall suspend their work until a special election for committee members shall be held as provided above, for such number of committee members as shall be necessary to constitute a committee of not less than three (3) members in good standing.

(d) Strike Committee

1. In no event shall a general strike take place unless approved by a majority vote of the membership or segment of the Union, whichever applies.

2. In the event a general strike has been approved by the membership the Port Agents in all affected ports shall call a timely special meeting for the purpose of electing a strike committee. This committee shall be composed of three full book members and their duties shall consist of assisting the Port Agent to effectuate all strike policies and strategies.

Article XI

Wages and Terms of Office of Officers and Other Elective Job Holders, Union Employees, and Others

Section 1. The following elected officers and jobs shall be held for a term of four years:

President
Vice-President
Secretary-Treasurer
Headquarters Representatives
Port Agents
Patrolmen

The term of four years set forth here is expressly subject to the provisions for assumption of office as contained in Article XIII, Section 6 (b) of this Constitution.

The first nomination and election of officers and jobs under this amended Constitution as provided for in this Article XI and Articles XII and XIII, shall be held in the year 1975.

Section 2. The term of any elective jobs other than those indicated in Section 1 of this Article shall continue for so long as is necessary to complete the functions thereof, unless sooner terminated by a majority vote of the membership or segment of the Union, whichever applies, whose vote was originally necessary to elect the one or ones serving.

Section 3. The compensation to be paid the holder of any office or other elective job shall be determined from time to time by the Executive Board subject to approval of the membership.

Section 4. The foregoing provisions of this Article do not apply to any corporation, business, or other venture in which this Union participates; or which it organizes or creates. In such situations, instructions conveyed by the Executive Board shall be followed.

Article XII

Qualifications for Officers, Headquarters Representatives, Port Agents, Patrolmen and Other Elective Jobs

Section 1. Any member of the Union is eligible to be a candidate for, and hold, any office or the job of Headquarters Representative, Port Agent or Patrolman provided:

(a) He has at least three (3) years of seetime in an unlicensed capacity aboard an American-flag merchant vessel or vessels. In computing time, time spent in the employ of the Union, its subsidiaries and its affiliates, or in any employment at the Union's direction, shall count the same as seetime. Union records, Welfare Plan records and/or company records can be used to determine eligibility; and

(b) He has been a full book member in continuous good standing in the Union for at least three (3) years immediately prior to his nomination; and

(c) He has at least one hundred (100) days of seetime, in an unlicensed capacity, aboard an American-flag merchant vessel or vessels covered by contract with this Union, or one hundred (100) days of employment with, or in any office or job of, the Union, its subsidiaries and its affiliates, or in any employment at the Union's direction, or a combination of these, between January 1st and the time of nomination in the election year, except if such seetime is wholly aboard such merchant vessels operating solely upon the Great Lakes, in which event he shall have at least sixty-five (65) days of such seetime instead of the foregoing one hundred (100) days; and

(d) He is a citizen of the United States of America; and

(e) He is not disqualified by law. He is not receiving a pension from this Union's Pension Fund, if any, or from a Union-Management Fund to which Fund this Union is a party or from a company under contract with this Union.

Section 2. All candidates for, and holders of, other elective jobs not specified in the preceding sections be full book members of the Union.

Section 3. All candidates for, and holders of elective offices and jobs, whether elected or appointed in accordance with this Constitution, shall maintain full book membership in good standing.

Article XIII

Elections for Officers, Headquarters Representatives, Port Agents and Patrolmen

Section 1. Nominations.

Except as provided in Section 2 (b) of this Article, any full book member may submit his name for nomination for any office, or the job of Headquarters Representative, Port Agent or Patrolman, by delivering or causing to be delivered in person, to the office of the Secretary-Treasurer at headquarters, or sending, a letter addressed to the Credentials Committee, in care of the Secretary-Treasurer, at the address of headquarters. This letter shall be dated and shall contain the following:

(a) The name of the candidate.

(b) His home address and mailing address.

(c) His book number.

(d) The title of the office or other job for which he is a candidate, including the name of the Port in the event the position sought is that of Agent or Patrolman.

(e) Proof of citizenship.

(f) Proof of seetime and/or employment as required for candidates.

(g) In the event the member is on a ship he shall notify the Credentials Committee what ship he is on. This shall be done also if he ships subsequent to forwarding his credentials.

(h) Annexing a certificate in the following form, signed and dated by the proposed nominee:

"I hereby certify that I am not now, nor, for the five (5) years last past, have I been either a member of the Communist Party or convicted of, or served any part of a prison term resulting from conviction of robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault with intent to kill, assault which inflicts grievous bodily injury, or violation of Title II or III of the Landrum-Griffin Act, or conspiracy to commit any such crimes."

Dated _____

Signature of member _____

Book No. _____

Printed forms of the certificate shall be made available to nominees. Where a nominee cannot truthfully execute such a certificate, but is, in fact, legally eligible for an office or job by reason of the restoration of civil rights originally revoked by such conviction or a favorable determination by the Board of Parole of the United States Department of Justice, he shall, in lieu of the foregoing certificate, furnish a complete signed statement of the facts of his case together with true copies of the documents supporting his statement.

Any full book member may nominate any other full book member in which event such full book member so nominated shall comply with the provisions of this Article as they are set forth herein, relating to the submission of credentials. By reason of the above self nomination provision the responsibility if any, for notifying a nominee of his nomination to office, shall be that of the nominator.

All documents required herein must reach headquarters

no earlier than July 15 and no later than August 15 of the election year.

The Secretary-Treasurer is charged with safekeeping of these letters and shall turn them over to the Credentials Committee upon the latter's request.

Section 2. Credentials Committee.

(a) A Credentials Committee shall be elected at the regular meeting in August of the election year, at the port where Headquarters is located. It shall consist of six (6) full book members in attendance at the meeting, with two (2) members to be elected from each of the Deck, Engine and Stewards Departments. No officer, Headquarters Representative, Port Agent or Patrolman, or candidate for office or the job of Headquarters Representative, Port Agent or Patrolman, shall be eligible for election to this Committee, except as provided for in Article X, Section 4. In the event any committee member is unable to serve, the Committee shall suspend until the President or Executive Vice-President, or the Secretary-Treasurer, in that order, calls a special meeting at the port where Headquarters is located in order to elect a replacement. The Committee's results shall be by majority vote, with any tie vote being resolved by a majority vote of the membership at a special meeting called for that purpose at that Port.

(b) After its election, the Committee shall immediately go into session. It shall determine whether the person has submitted his application correctly and possesses the necessary qualifications. The Committee shall prepare a report listing each applicant and his book number under the office or job he is seeking. Each applicant shall be marked "qualified" or "disqualified" according to the findings of the Committee. Where an applicant has been marked "disqualified," the reason therefor must be stated in the report. Where a tie vote has been resolved by a special meeting of the membership, that fact shall also be noted, with sufficient detail. The report shall be signed by all of the Committee members, and be completed and submitted to the Ports in time for the next regular meeting after their election. At this meeting, it shall be read and incorporated in the minutes, and then posted on the bulletin board in each port.

On the last day of nominations, one member of the Committee shall stand by in Headquarters to accept delivery of credentials. All credentials must be in headquarters by midnight of closing day.

(c) When an applicant has been disqualified by the committee, he shall be notified immediately by telegram at the addresses listed by him pursuant to Section 1 of this Article. He shall also be sent a letter containing their reasons for such disqualification by air mail, special delivery, registered or certified, to the mailing address designated pursuant to Section 1(b) of this Article. A disqualified applicant shall have the right to take an appeal to the membership from the decision of the Committee. He shall forward copies of such appeal to each port, where the appeal shall be presented and voted upon at a regular meeting no later than the second meeting after the Committee's election. It is the responsibility of the applicant to insure timely delivery of his appeal. In any event, without prejudice to his written appeal, the applicant may appear in person before the Committee within two days after the day on which the telegram is sent, to correct his application or argue for his qualification.

The committee's report shall be prepared early enough to allow the applicant to appear before it within the time set forth in this Constitution and still reach the ports in time for the first regular meeting after its election.

(d) A majority vote of the membership shall, in the case of such appeals, be sufficient to over-rule any disqualification by the Credentials Committee, in which event the one so previously classified shall then be deemed qualified.

(e) The Credentials Committee, in passing upon the qualifications of candidates, shall have the right to conclusively presume that anyone nominated and qualified in previous elections for candidacy for any office, or the job of Headquarters Representative, Port Agent or Patrolman, has met all the requirements of Section 1(a) of Article XII.

Section 3. Balloting Procedures.

(a) Balloting in the manner hereafter provided, shall commence on November 1st of the election year and shall continue through December 31st, exclusive of Sundays and (for each individual Port) holidays legally recognized in the City of which the port affected is located. If November 1st or December 31st falls on a holiday legally recognized in a Port in the City in which that port is located, the balloting period in such port shall commence or terminate, as the case may be, on the next succeeding business day. Subject to the foregoing, for the purpose of full book members securing their ballots, the ports shall be open from 9:00 A.M. to 12 Noon, Monday through Saturdays, excluding holidays.

(b) Balloting shall be by mail. The Secretary-Treasurer shall insure the proper and timely preparation of ballots, without partiality as to candidates or ports. The ballots may contain general information and instructive comments not inconsistent with the provisions of this Constitution. All qualified candidates shall be listed thereon alphabetically within each category with book number and job seniority classification status.

The listing of the ports shall first set forth Headquarters and then shall follow a geographical pattern, commencing with the most northerly port of the Atlantic Coast, following the Atlantic Coast down to the most southerly port on that coast, then westerly along the Gulf of Mexico and so on, until the list of ports is exhausted. Any port outside the Continental United States shall then be added. There shall be no write-in voting and no provisions for the same shall appear on the ballot. Each ballot shall be so prepared as to have the number thereon placed at the top thereof and shall be so perforated as to enable that portion containing the said number to be easily removed to insure secrecy of the ballot. On this removable portion shall also be placed a short statement indicating the nature of the ballot and the voting date thereof.

(c) The ballots so prepared at the direction of the Secretary-Treasurer shall be the only official ballots. No others may be used. Each ballot shall be numbered as indicated in the preceding paragraphs and shall be numbered consecutively, commencing with number 1. A sufficient amount shall be printed and distributed to each Port. A record of the ballots, both by serial numbers and amount, sent thereto, shall be maintained by the Secretary-Treasurer, who shall also send each Port Agent a verification list indicating the amount and serial numbers of the ballots sent. The Secretary-Treasurer shall also send to each Port Agent a sufficient amount of blank opaque envelopes containing the word, "Ballot" on the face of the envelope, as well as a sufficient amount of opaque mailing envelopes, first class postage prepaid and printed on the face thereon as the

addressee shall be the name and address of the depository for the receipt of such ballots as designated by the President in the manner provided by Article X, Section 1, of this Constitution. In the upper left-hand corner of such mailing envelope, there shall be printed thereon, as a top line, provision for the voter's signature and on another line immediately thereunder, provision for the printing of the voter's name and book number. In addition, the Secretary-Treasurer shall also send a sufficient amount of mailing envelopes identical with the mailing envelopes mentioned above, except that they shall be of different color, and shall contain on the face of such envelope in bold letters, the word, "Challenge." The Secretary-Treasurer shall further furnish a sufficient amount of "Roster Sheets" which shall have printed thereon, at the top thereof, the year of the election, and immediately thereunder, five (5) vertical columns designated, date, ballot number, signature full book member's name, book number, and comments, and such roster sheets shall contain horizontal lines immediately under the captions of each of the above five columns. The Secretary-Treasurer shall also send a sufficient amount of envelopes with the printed name and address of the depository on the face thereof, and in the upper left-hand corner, the name of the port and address, and on the face of such envelope, should be printed the words, "Roster Sheets and Ballot Stubs". Each Port Agent shall maintain separate records of the ballots sent him and shall inspect and count the ballots when received, to insure that the amount sent, as well as the numbers thereon, conform to the amount and numbers listed by the Secretary-Treasurer as having been sent to that Port. The Port Agent shall immediately execute and return to the Secretary-Treasurer a receipt, acknowledging the correctness of the amount and the numbers of the ballots sent, or shall notify the Secretary-Treasurer of any discrepancy. Discrepancies shall be corrected as soon as possible prior to the voting period. In any event, receipts shall be forwarded for all the aforementioned election material actually received. The Secretary-Treasurer shall prepare a file in which shall be kept memoranda and correspondence dealing with the election. This file shall at all times be available to any member asking for inspection of the same at the office of the Secretary-Treasurer and shall be turned over to the Union Tallying Committee.

(d) Balloting shall be secret. Only full book members in good standing may vote. Each full book member may secure his ballot at Port offices, from the Port Agent or his duly designated representative at such port. Each Port Agent shall designate an area at the Port office over which should be posted the legend "Voting Ballots Secured Here." When a full book member appears to vote he shall present his book to the Port Agent or his aforementioned duly designated representative. The Port Agent or his duly designated representative shall insert on the roster sheet under the appropriate column the date, the number of the ballot given to such member and his full book number, and the member shall then sign his name on such roster sheet under the appropriate column. Such member shall have his book stamped with the word, "Voted" and the date, and shall be given a ballot, and simultaneously the perforation on the top of the ballot shall be removed. At the same time the member shall be given the envelope marked "Ballot" together with the pre-paid postage mailing envelope addressed to the depository. The member shall take such ballot and envelopes and in secret thereafter, mark his ballot, fold the same, insert it in the blank envelope marked "Ballot", seal the same, then insert such "Ballot" envelope into the mailing envelope, seal such mailing envelope, sign his name on the upper left-hand corner on the first line of such mailing envelope and on the second line in the upper left-hand corner print his name and book number, after which he shall mail or cause the same to be mailed. In the event a full book member appears to vote and is not in good standing, or does not have his membership book with him or it appears for other valid reasons he is not eligible to vote, the same procedure as provided above shall apply to him, except that on the roster sheet under the column "Comments", notation should be made that the member voted a challenged ballot and the reason for his challenge. Such member's membership book shall be stamped "voted challenge", and the date, and such member instead of the above-mentioned mailing envelope, shall be given the mailing envelope of a different color marked on the face thereof with the word, "Challenge". At the end of each day, the Port Agent or his duly designated representative shall enclose in the envelope addressed to the depository and marked "Roster Sheets and Ballot Stubs", the roster sheet or sheets executed by the members that day, together with the numbered perforated slips removed from the ballots which had been given to the members, and then mail the same to such depository. To insure that an adequate supply of all balloting material is maintained in all ports at all times, the Port Agent or his duly designated representative, simultaneously with mailing of the roster sheets and ballot stubs to the depository at the end of each day, shall also make a copy of the roster sheet for that day and mail the same to the Secretary-Treasurer at Headquarters. The Port Agent shall be responsible for the proper safeguarding of all election material and shall not release any of it until duly called for and shall insure that no one tampers with the material placed in his custody.

(e) Full book members may request and vote an absentee ballot under the following circumstances; while such member is employed on a Union contracted vessel and which vessel's schedule does not provide for it to be at a port in which a ballot can be secured during the time and period provided for in Section 4(a) of this Article or is in a USPHS Hospital anytime during the first ten (10) days of the month of November of the Election Year. The member shall make a request for an absentee ballot by registered or certified mail or the equivalent mailing device at the location from which such request is made, if such be the case. Such request shall contain a designation as to the address to which such member wishes his absentee ballot returned. The request shall be postmarked no later than 12:00 P.M. on the 15th day of November of the election year, shall be directed to the Secretary-Treasurer at Headquarters and must be delivered no later than the 25th of such November. The Secretary-Treasurer shall determine whether such member is eligible to vote such absentee ballot. The Secretary-Treasurer, if he determines that such member is so eligible, he shall by the 30th of such November, send by registered mail, return receipt requested, to the address so designated by such member, a "Ballot", after removing the perforated numbered stub, together with the hereinbefore mentioned "Ballot" envelope, and mailing envelope addressed to the depository, except that printed on the face of such mailing envelope, shall be the words "Absentee Ballot" and appropriate voting instructions shall accompany such mailing to the member. If the Secretary-Treasurer determines that such member is ineligible to

receive such absentee ballot, he shall nevertheless send such member the aforementioned ballot with accompanying material except that the mailing envelope addressed to the depository shall have printed on the face thereof the words "Challenged Absentee Ballot." The Secretary-Treasurer shall keep records of all of the foregoing, including the reasons for determining such member's ineligibility, which records shall be open for inspection by full book members and upon the convening of the Union Tallying Committee, presented to them. The Secretary-Treasurer shall send to all Ports, the names and book numbers of the members to whom absentee ballots were sent.

(f) All ballots to be counted, must be received by the depository no later than the January 5th immediately subsequent to the election year and must be postmarked no later than 12 midnight December 31st of the election year.

Section 4. (a) At the close of the last day of the period for securing ballots, the Port Agent in each port, in addition to his duties set forth above, shall deliver or mail to Headquarters by registered or certified mail, attention Union Tallying Committee, all unused ballots and shall specifically set forth, by serial number and amount, the unused ballots so forwarded.

(b) The Union Tallying Committee shall consist of 16 full book members. Two shall be elected from each of the eight ports of New York, Philadelphia, Baltimore, Mobile, New Orleans, Houston, Detroit and San Francisco. The election shall be held at the regular meeting in December of the election year, or if the Executive Board otherwise determines prior thereto, at a special meeting held in the aforesaid ports, on the first business day of the last week of said month. No officer, Headquarters Representative, Port Agent, Patrolman, or candidate for office, or the job of Headquarters Representative, Port Agent or Patrolman, shall be eligible for election to this Committee, except as provided for in Article X, Section 4. In addition to its duties herein set forth, the Union Tallying Committee shall be charged with the tallying of all the ballots and the preparation of a closing report setting forth, in complete detail, the results of the election, including a complete accounting of all ballots and stubs, and reconciliation of the same with the rosters, and receipts of the Port Agents, all with detailed reference to serial numbers and amounts and with each total broken down into port totals. The Tallying Committee shall have access to all election records and files for their inspection, examination and verification. The report shall clearly detail all discrepancies discovered and shall contain recommendations for the treatment of these discrepancies. All members of the Committee shall sign the report, without prejudice, however, to the right of any member thereof to submit a dissenting report as to the accuracy of the count and the validity of the ballots, with pertinent details.

In connection with the tally of ballots there shall be no counting of ballots until all mailing envelopes containing valid ballots have first been opened, the ballot envelopes removed intact and then all of such ballot envelopes mixed together, after which such ballot envelopes shall be opened and counted in such multiples as the Committee may deem expedient and manageable. The Committee shall resolve all issues on challenged ballots and then tally those found valid, utilizing the same procedure as provided in the preceding sentence either jointly or separately.

(c) The members of the Union Tallying Committee shall, after their election, proceed to the port in which Headquarters is located, to arrive at that port no later than January 5th of the year immediately after the election year. Each member of the Committee not elected from the port in which Headquarters is located shall be reimbursed for transportation, meals, and lodging expenses occasioned by their traveling to and returning from that Port. Committee members elected from the port in which Headquarters is located, shall be similarly reimbursed, except for transportation. All members of the Committee shall also be paid at the prevailing standby rate of pay from the day subsequent to their election to the day they return, in normal course, to the port from which they were elected.

The Union Tallying Committee shall elect a chairman from among themselves and, subject to the express terms of this Constitution, adopt its own procedures. All decisions of such Committee and the contents of their report shall be valid if made by a majority vote, provided there be a quorum in attendance, which quorum is hereby fixed at nine (9). The Committee, but not less than a quorum thereof, shall have the sole right and duty to obtain all mailed ballots and the other mailed election material from the depository and to insure their safe custody during the course of the Committee's proceedings. The proceedings of the Committee except for their organizational meeting and their actual preparation of the closing report and dissents therefrom, if any, shall be open to any member, provided he observes decorum. Any candidate may act as an observer and/or designate another member to act as his observer at the counting of the ballots. In no event shall issuance of the above referred to closing report of the Committee be delayed beyond January 31st immediately subsequent to the close of the election year. In the discharge of its duties, the Committee may call upon and utilize the services of clerical employees of the Union. The Committee shall be discharged upon the completion of the issuance and dispatch of its report as required in this Article. In the event a recheck and recount is ordered pursuant to this Article, the Committee shall be reconstituted, except that if any member thereof is not available, a substitute therefore shall be elected from the appropriate port at a special meeting held for that purpose as soon as possible.

(d) The report of the Committee shall be made up in sufficient copies to comply with the following requirements: two copies shall be mailed by the Committee to each Port Agent and the Secretary-Treasurer no later than January 31st immediately subsequent to the close of the election year. As soon as these copies are received, each Port Agent shall post one copy of the report on the bulletin board, in a conspicuous manner, and notify the Secretary-Treasurer, in writing, as to the date of such posting. This copy shall be kept posted until after the Election Report Meeting, which shall be the March regular membership meeting immediately following the close of the election year. At the Election Report Meeting, the other copy of the report shall be read verbatim.

(e) Any full book member claiming a violation of the election and balloting procedure or the conduct of the same, shall within 72 hours of the occurrence of the claimed violation, notify the Secretary-Treasurer at Headquarters, in writing, by certified mail, of the same, setting forth his name, book number and the details so that appropriate corrective action if warranted may be taken. The Secretary-Treasurer shall expeditiously investigate the facts concerning the claimed violation, take such action as may be necessary, a copy of which shall be sent to the member and the original shall be filed for the Union Tallying Com-

mittee for their appropriate action, report and recommendation, if any. The foregoing shall not be applicable to matters involving the Credentials Committee's action or report, the provisions of Article XIII, Sections 1 and 2 being the pertinent provisions applicable to such matters.

All protests as to any and all aspects of the election and balloting procedures or the conduct of the same, not passed upon by the Union Tallying Committee in its report, excluding therefrom matters involving the Credentials Committee's action or report as provided in the last sentence of the immediately preceding paragraph, but including the procedure and report of the Union Tallying Committee, shall be filed in writing by certified mail with the Secretary-Treasurer at Headquarters, to be received no later than the February 25th immediately subsequent to the close of the election year. It shall be the responsibility of the member to insure that his written protest is received by the Secretary-Treasurer no later than such February 25th. The Secretary-Treasurer shall forward copies of such written protest to all ports in sufficient time to be read at the Election Report Meeting. The written protest shall contain the full book member's name, book number, and all details constituting the protest.

(f) At the Election Report Meeting the report and recommendation of the Union Tallying Committee, including but not limited to discrepancies, protests passed upon by them, as well as protests filed with the Secretary-Treasurer as provided for in Section (e) immediately above, shall be acted upon by the meeting. A majority vote of the membership shall decide what action, if any, in accordance with the Constitution shall be taken thereon, which action, however, shall not include the ordering of a special vote, unless reported discrepancies or protested procedure or conduct found to have occurred and to be violative of the Constitution, affected the results of the vote for any office or job, in which event, the special vote shall be restricted to such office, offices and/or job or jobs, as the case may be. A majority of the membership at the Election Report Meetings may order a recheck and recount when a dissent to the closing report has been issued by three (3) or more members of the Union Tallying Committee. Except for the contingencies provided for in this Section 4(f), the closing report shall be accepted as final. There shall be no further protest or appeal from the action of the majority of the membership at the Election Report Meetings.

(g) Any special vote ordered pursuant to Section 4(f) shall be commenced within ninety (90) days after the first day of the month immediately subsequent to the Election Report Meetings mentioned above. The depository shall be the same as designated for the election from which the special vote is ordered. And the procedures shall be the same as provided for in this Section 4, except where specific dates are provided for, the days shall be the dates applicable, which provide for the identical time and days originally provided for in this Section 4. The Election Report Meeting for the aforesaid special vote shall be that meeting immediately subsequent to the report of the Union Tallying Committee separated by one calendar month.

Section 5. Elected Officers and Job Holders:

(a) A candidate unopposed for any office or job shall be deemed elected to such office or job notwithstanding that his name may appear on the ballot. The Union Tallying Committee shall not be required to tally completely the results of the voting for such unopposed candidate but shall certify in their report, that such unopposed candidate has been elected to such office or job. The Election Report Meeting shall accept the above certification of the Union Tallying Committee without change.

Section 6. Installation into Office and the Job of Headquarters Representative, Port Agent or Patrolman:

(a) The person elected shall be that person having the largest number of votes cast for the particular office or job involved. Where more than one person is to be elected for a particular office or job, the proper number of candidates receiving the successively highest number of votes shall be declared elected. These determinations shall be made only from the results deemed final and accepted as provided in this Article. It shall be the duty of the President to notify each individual elected.

(b) The duly elected officers and other job holders shall take over their respective offices and jobs, and assume the duties thereof, at midnight of the night of the Election Report Meeting, or the next regular meeting, depending upon which meeting the results as to each of the foregoing are deemed final and accepted, as provided in this Article. The term of their predecessors shall continue up to, and expire at, that time, notwithstanding anything to the contrary contained in Article XI, Section 1. This shall not apply where the successful candidate cannot assume his office because he is at sea.

In such event, a majority vote of the membership may grant additional time for the assumption of the office or job. In the event of the failure of the newly-elected President to assume office the provisions of Article X, Section 11 shall apply until the expiration of the term. All other cases of failure to assume office shall be dealt with as decided by a majority vote of the membership.

Section 7. The Secretary-Treasurer is specifically charged with the preservation and retention of all election records, including the ballots, as required by law, and is directed and authorized to issue such other and further directives as to the election procedures as are required by law, which directives shall be part of the election procedures of this Union.

Article XIV

Other Elections

Section 1. Trial Committee.

A Trial Committee shall be elected at a special meeting held at 10:00 A.M., the next business day following the regular meeting of the Port where the Trial is to take place. It shall consist of five full book members, of which three shall constitute a quorum. No officer, Headquarters Representative, Port Agent, Port Patrolman, or other Union personnel may be elected to serve on a Trial Committee. No member who intends to be a witness in the pending trial may serve, nor may any member who cannot for any reason, render an honest decision. It shall be the duty of every member to decline nomination if he knows, or has reason to believe, any of the foregoing disqualifications apply to him. The members of this committee shall be elected under such generally applicable rules as are adopted by a majority vote of the membership.

Section 2. Appeals Committee.

The Appeals Committee shall consist of seven full book members, five of whom shall constitute a quorum, elected

at the port where headquarters is located. The same disqualifications and duties of members shall apply with regard to this committee as apply to the Trial Committee. In addition, no member may serve on an Appeals Committee in the hearing of an appeal from a Trial Committee decision, if the said member was a member of the Trial Committee.

Article XV

Trials and Appeals

Section 1. Any member may bring charges against any other member for the commission of an offense as set forth in this Constitution. These charges shall be in writing and signed by the accuser, who shall also include his book number. The accuser shall deliver these charges to the Port Agent of the port nearest the place of the offense, or the port of pay-off, if the offense took place aboard ship. He shall also request the Port Agent to present these charges at the next regular meeting. The accuser may withdraw his charges before the meeting takes place.

Section 2. After presentation of the charges and the request to the Port Agent, the Port Agent shall cause those charges to be read at the said meeting.

If the charges are rejected by a majority vote of the port, no further action may be taken thereon, unless ruled otherwise by a majority vote of the membership of the Union within 90 days thereafter. If the charges are accepted, and the accused is present, he shall be automatically on notice that he will be tried the following morning. At his request, the trial shall be postponed until the morning following the next regular meeting, at which time the Trial Committee will then be elected. He shall also be handed a written copy of the charges made against him.

If the accused is not present, the Port Agent shall immediately cause to be sent to him, by registered mail addressed to his last known mailing address on file with the Union a copy of the charges, the names and book numbers of the accusers, and a notification, that he must appear with his witnesses, ready for trial the morning after the next regular meeting, at which meeting the Trial Committee will be elected.

In the event a majority of the membership of the Union shall vote to accept charges after their rejection by a port, the trial shall take place in the Port where Headquarters is located. Due notice thereof shall be given to the accused, who shall be informed of the name of his accusers, and who shall receive a written statement of the charges. At the request of the accused, transportation and subsistence shall be provided the accused and his witnesses.

Section 3. The Trial Committee shall hear all pertinent evidence and shall not be bound by the rules of evidence required by courts of law but may receive all relevant testimony. The Trial Committee may grant adjournments, at the request of the accused, to enable him to make a proper defense. In the event the Trial Committee falls beneath the quorum, it shall adjourn until a quorum does exist.

Section 4. No trial shall be conducted unless all the accusers are present. The Trial Committee shall conduct the trial except that the accused shall have the right to cross-examine the accuser, or accusers and the witnesses, as well as to conduct his own defense. The accused may select any member to assist him in his defense at the trial, provided, (a) the said member is available at the time of the trial and (b) the said member agrees to render such assistance. If the accused challenges the qualifications of the members of the Trial Committee, or states that the charges do not adequately inform him of what wrong he allegedly committed, or the time and place of such commission, such matters shall be ruled upon and disposed of, prior to proceeding on the merits of the defense. The guilt of an accused shall be found only if proven by the weight of the evidence, and the burden of such proof shall be upon the accuser. Every finding shall be based on the quality of the evidence and not solely on the number of witnesses produced.

Section 5. The Trial Committee shall make findings as to guilt or innocence, and recommendations as to punishment and/or other Union action deemed desirable in the light of the proceedings. These findings and recommendations shall be those of a majority of the committee, and shall be in writing, as shall be any dissent. The committee shall forward its findings and recommendations, along with any dissent to the Port Agent of the port where the trial took place, while a copy thereof shall be forwarded to the accused and the accuser, either in person or by mail addressed to their last known addresses. The findings shall include a statement that the rights of the accused under this Constitution, were properly safeguarded. The findings also must contain the charges made, the date of the trial, the name and address of the accused, the accuser, and each witness; shall describe each document used at the trial; shall contain a fair summary of the proceedings, and shall state the findings as to guilt or innocence. If possible, all documents used at the trial shall be kept. All findings and recommendations shall be made a part of the regular files.

Section 6. The Port Agent of the Port of Trial shall, upon receipt of the findings and recommendations of the Trial Committee, cause the findings and recommendations to be presented, and entered into the minutes, at the next regular meeting.

Section 7. The Port Agent shall send the record of the entire proceedings to headquarters, which shall cause sufficient copies thereof to be made and sent to each Port in time for the next regularly scheduled meeting.

Section 8. At the latter meeting, the proceedings shall be discussed. The meeting shall then vote. A majority vote of the membership of the Union shall:

- Accept the findings and recommendations, or
- Reject the findings and recommendations, or
- Accept the findings, but modify the recommendations, or

(d) Order a new trial after finding that substantial justice has not been done with regard to the charges. In this event, a new trial shall take place at the port where headquarters is located and upon application, the accused, the accusers, and their witnesses shall be furnished transportation and subsistence.

Section 9. After the vote set forth in Section 8, any punishment so decided upon shall become effective. Headquarters shall cause notice of the results thereof to be sent to each accused and accuser.

Section 10. An accused who has been found guilty, or who is under effective punishment may appeal in the following manner:

He may send or deliver a notice of appeal to Headquarters within 30 days after receipt of the notice of the decision of the membership.

Section 11. At the next regular meeting of the port where Headquarters is located, after receipt of the notice of appeal, the notice shall be presented and shall then become part of the minutes. An Appeals Committee shall then be elected. The Vice-President in charge of contracts is charged with the duty of presenting the before-mentioned proceedings and all available documents used as evidence at the trial to the Appeals Committee, as well as any written statement or argument submitted by the accused. The accused may argue his appeal in person, if he so desires. The appeal shall be heard at Union Headquarters on the night the committee is elected. It shall be the responsibility of the accused to insure that his written statement or argument arrives at headquarters in time for such presentation.

Section 12. The Appeals Committee shall decide the appeal as soon as possible, consistent with fair consideration of the evidence and arguments before it. It may grant adjournments and may request the accused or accusers to present arguments, whenever necessary for such fair consideration.

Section 13. The decision of the Appeals Committee shall be by majority vote, and shall be in the form of findings and recommendations. Dissents will be allowed. Decisions and dissents shall be in writing and signed by those participating in such decision or dissent. In making its findings and recommendations, the committee shall be governed by the following:

(a) No finding of guilt shall be reversed if there is substantial evidence to support such a finding and, in such case, the Appeals Committee shall not make its own findings as to the weight of evidence.

(b) In no event shall increased punishment be recommended.

(c) A new trial shall be recommended if the Appeals Committee finds—(a) that any member of the Trial Committee should have been disqualified, or (b) that the accused was not adequately informed of the details of the charged offense, which resulted in his not having been given a fair trial, or (c) that for any other reason, the accused was not given a fair trial.

(d) If there is not substantial evidence to support a finding of guilt, the Appeals Committee shall recommend that the charge on which the finding was based be dismissed.

(e) The Appeals Committee may recommend lesser punishment.

Section 14. The Appeals Committee shall deliver its decision and dissent, if any, to headquarters, which shall cause sufficient copies to be published and shall have them sent to each port in time to reach there before the next regular scheduled meeting. Headquarters shall also send a copy to each accused and accuser at their last known address, or notify them in person.

Section 15. At the meeting indicated in Section 14 of this Article, the membership, by a majority vote, shall accept the decision of the Appeals Committee, or the dissent therein. If there is no dissent, the decision of the Appeals Committee shall stand.

If a new trial is ordered, that trial shall be held in the port where headquarters is located, in the manner provided for in Section 2 of this Article. Any decision so providing for a new trial shall contain such directions as will insure a fair hearing to the accused.

Section 16. Headquarters shall notify the accused and each accuser, either in person or in writing addressed to their last known address, of the results of the appeal. A further appeal shall be allowed as set forth in Section 17 of this Article.

Section 17. Each member is charged with knowledge of the provisions of the Constitution of the Seafarers International Union of North America, and the rights of, and procedure as to, further appeal as provided for therein. Decisions reached thereunder shall be binding on all members of the Union.

Section 18. It shall be the duty of all members of the Union to take all steps within their constitutional power to carry out the terms of any effective decisions.

Section 19. Every accused shall receive a written copy of the charges preferred against him and shall be given a reasonable time to prepare his defense, but he may thereafter plead guilty and waive any or all of the other rights and privileges granted to him by this Article. If an accused has been properly notified of his trial and fails to attend without properly requesting a postponement, the Trial Committee may hold its trial without his presence.

Article XVI

Offenses and Penalties

Section 1. Upon proof of the commission of the following offenses, the member shall be expelled from membership:

(a) Proof of membership in any organization advocating the overthrow of the Government of the United States by force;

(b) Acting as an informer against the interest of the Union or the membership in any organizational campaign;

(c) Acting as an informer for, or agent of, the company against the interest of the membership or the Union;

(d) The commission of any act as part of a conspiracy to destroy the Union.

Section 2. Upon proof of the commission of any of the following offenses, the member shall be penalized up to and including a penalty of expulsion from the Union. In the event the penalty of expulsion is not invoked or recommended, the penalty shall not exceed suspension from the rights and privileges of membership for more than two (2) years, or a fine of \$50.00 or both:

(a) Willfully misappropriating or misusing Union property of the value in excess of \$50.00.

(b) Unauthorized use of Union property, records, stamps, seals, etc., for the purpose of personal gain;

(c) Willful misuse of any office or job, elective or not, within the Union for the purpose of personal gain, financial or otherwise, or the willful refusal or failure to execute the duties or functions of the said office or job, or gross neglect or abuse in executing such duties or functions or other serious misconduct or breach of trust. The President may, during the pendency of disciplinary proceedings under this subsection, suspend the officer or jobholder from exercising the functions of the office or job, with or without pay, and designate his temporary replacement.

(d) Unauthorized voting, or unauthorized handling of ballots, stubs, rosters, verification lists, ballot boxes, or election files, or election material of any sort;

(e) Preferring charges with knowledge that such charges are false;

(f) Making or transmitting, with intent to deceive, false reports or communications which fall within the scope of Union business;

(g) Deliberate failure or refusal to join one's ship or misconduct or neglect of duty aboard ship, to the detriment of the Union or its agreements;

(h) Deliberate and unauthorized interference, or deliberate and malicious vilification, with regard to the execution of the duties of any office or job;

(i) Paying for, or receiving money for, employment aboard a vessel, exclusive of proper earnings and Union payments;

(j) Willful refusal to submit evidence of affiliation for the purpose of avoiding or delaying money payments to the Union, or unauthorizedly transferring or receiving evidence of Union affiliation, with intent to deceive;

(k) Willful failure or refusal to carry out the order of those duly authorized to make such orders during time of strike.

(l) Failure or refusal to pay a fine or assessment within the time limit set therefore either by the Constitution or by action taken in accordance with the Constitution.

Section 3. Upon proof of the commission of any of the following offenses, members shall be penalized up to and including a suspension from the rights and privileges of membership for two (2) years, or a fine of \$50.00 or both:

(a) Willfully misappropriating or misusing Union property of the value under \$50.00;

(b) Assuming any office or job, whether elective or not with knowledge of the lack of possession of the qualifications required therefor;

(c) Misconduct during any meeting or other official Union proceeding, or bringing the Union into disrepute by conduct not provided for elsewhere in this Article.

(d) Refusal or negligent failure to carry out orders of those duly authorized to make such orders at any time.

Section 4. Upon proof of the commission of any of the following offenses, members shall be penalized up to and including a fine of \$50.00:

(a) Refusal or willful failure to be present at sign-ons or pay-offs;

(b) Willful failure to submit Union book to Union representatives at pay-off;

(c) Disorderly conduct at pay-off or sign-on;

(d) Refusal to cooperate with Union representatives in discharging their duties;

(e) Disorderly conduct in the Union hall;

(f) Gambling in the Union hall;

(g) Negligent failure to join ship.

Section 5. Any member who has committed an offense penalized by no more than a fine of \$50.00 may elect to waive his rights under this Constitution subject to the provisions of Article XV, Section 19 and to pay the maximum fine of \$50.00 to the duly authorized representative of the Union.

Section 6. This Union, and its members, shall not be deemed to waive any claim, of personal or property rights to which it or its members are entitled, by bringing the member to trial or enforcing a penalty as provided in this Constitution.

Section 7. Any member under suspension for an offense under this Article shall continue to pay all dues and assessments and must observe his duties to the Union, members, officials, and job holders.

Article XVII

Publications

This Union may publish such pamphlets, journals, newspapers, magazines, periodicals and general literature, in such manner as may be determined, from time to time, by the Executive Board.

Article XVIII

Bonds

Officers and job holders, whether elected or appointed as well as all other employees handling monies of the Union shall be bonded as required by law.

Article XIX

Expenditures

Section 1. In the event no contrary policies or instructions are in existence, the President may authorize, make, or incur such expenditures and expenses as are normally encompassed within the authority conferred upon him by Article X of this Constitution.

Section 2. The provisions of Section 1 shall similarly apply to the routine accounting and administrative procedures of the Union except those primarily concerned with trials, appeals, negotiations, strikes, and elections.

Section 3. The provisions of this Article shall supersede to the extent applicable, the provisions of Article X of this Constitution.

Article XX

Income

Section 1. The income of this Union shall include dues, initiation fees, fines, assessments, contributions, loans, interest, dividends, as well as income derived from any other legitimate business operation or other legitimate source.

Section 2. An official Union receipt, properly filled out, shall be given to anyone paying money to the Union or to any person authorized by the Union to receive money. It shall be the duty of every person affiliated with the Union who makes such payments to demand such receipt.

Section 3. No assessments shall be levied except after a ballot conducted under such general rules as may be decided upon by a majority vote of the membership, provided that:

(a) The ballot must be secret.

(b) The assessment must be approved by a majority of the valid ballots cast.

Section 4. Except as otherwise provided by law, all payments by members or other affiliates of this Union shall be applied successively to the monetary obligations owed the Union commencing with the oldest in point of time, as measured from the date of accrual of such obligation. The period of arrears shall be calculated accordingly.

Section 5. To the extent deemed appropriate by the majority of the Executive Board, funds and assets of the Union may be kept in an account or accounts without separation as to purpose and expended for all Union purposes and objects.

Article XXI

Other Types of Union Affiliation

To the extent permitted by law, this Union, by majority vote of the membership, may provide for affiliation with it by individuals in a lesser capacity than membership, or in a capacity other than membership. By majority vote of the membership, the Union may provide for the rights and obligations incident to such capacities or affiliations. These rights and obligations may include, but are not limited to: (a) the applicability or non-applicability of all or any part of the Constitution; (b) the terms of such affiliation; (c) the right of the Union to peremptory termination of such affiliation and, (d) the fees required for such affiliation. In no event may anyone not a member receive evidence of affiliation equivalent to that of members, receive priority or rights over members, or be termed a member.

Article XXII

Quorums

Section 1. Unless elsewhere herein otherwise specifically provided, the quorum for a special meeting of a port shall be six (6) full book members.

Section 2. The quorum for a regular meeting of a Port shall be fifty (50) members.

Section 3. Unless otherwise specifically set forth herein, the decisions, reports, recommendations, or other functions of any segment of the Union requiring a quorum to act officially, shall be a majority of those voting, and shall not be official or effective unless the quorum requirements are met.

Section 4. Unless otherwise indicated herein, where the requirements for a quorum are not specifically set forth, a quorum shall be deemed to be a majority of those composing the applicable segment of the Union.

Article XXIII

Meetings

Section 1. Regular membership meetings shall be held monthly only in the following major ports at the following times:

During the week following the first Sunday of every month a meeting shall be held on Monday—at New York; on Tuesday—at Philadelphia; on Wednesday—at Baltimore; and on Friday—at Detroit. During the next week, meetings shall be held on Monday—at Houston; on Tuesday—at New Orleans; on Wednesday—at Mobile; and on Thursday—at San Francisco. All regular membership meetings shall commence at 2:30 p.m. local time. Where a meeting day falls on a Holiday officially designated as such by the authorities of the state or municipality in which a port is located, the port meeting shall take place on the following business day. Saturday and Sunday shall not be deemed business days.

The Area Vice Presidents shall be the chairmen of all regular meetings in ports in their respective areas. In the event the Area Vice Presidents are unable to attend a regular meeting of a port, they shall instruct the Port Agents, or other elected job holders, to act as chairmen of the meetings.

In the event a quorum is not present at 2:30 P.M. the chairman of the meeting at the pertinent port shall postpone the opening of the meeting but in no event later than 3:00 P.M.

Section 2. A special meeting at a port may be called only at the direction of the Port Agent or Area Vice President. No special meeting may be held, except between the hour of 9:00 A.M. and 5:00 P.M. Notice of such meeting shall be posted at least two hours in advance, on the port bulletin board.

The Area Vice Presidents shall be the chairmen of all special meetings in ports in their respective areas. In the event the Area Vice Presidents are unable to attend a special meeting of a port, they shall instruct the Port Agents, or other elected job holders, to act as chairmen of the meetings.

Section 3. Notwithstanding anything to the contrary, all regular meetings shall be governed by the following:

1. The Union Constitution.
2. Majority vote of the members assembled.

Article XXIV

Definitions and Miscellaneous Provisions Relating Thereto

Section 1. Incapacity. Unless otherwise set forth or dealt with herein, the term "incapacity," shall mean any illness or situation preventing the affected person from carrying out his duties for more than 30 days, provided that it does not result in a vacancy. However, nothing contained in this Article shall be deemed to prohibit the execution of the functions of more than one job and/or office in which event no incapacity shall be deemed to exist with regard to the regular job or office of the one taking over the duties and functions of the one incapacitated. The period of incapacity shall be the time during which the circumstances exist.

Section 2. Unless otherwise set forth or dealt with herein the term "vacancy" shall include failure to perform the functions of any office or job by reason of death, or resignation, or suspension from membership or expulsion from the Union with no further right to appeal in accordance with the provisions of Article XV of this Constitution.

Section 3. When applicable to the Union as a whole the

term, "majority vote of the membership," shall mean the majority of all the valid votes cast by full book members at an official meeting of those ports holding a meeting. This definition shall prevail notwithstanding that one or more ports cannot hold meetings because of no quorum. For the purpose of this Section, the term "meeting" shall refer to those meetings to be held during the time period within which a vote must be taken in accordance with the Constitution and the custom and usage of the Union in the indicated priority.

Section 4. When applicable solely to port action and not concerned with, or related to, the Union as a whole, and not forming part of a Union-wide vote, the term "majority vote of the membership," shall refer to the majority of the valid votes cast by the full book members at any meeting of the Port, regular or special.

Section 5. The term, "membership action," or reference thereto, shall mean the same as the term "majority vote of the membership."

Section 6. Where the title of any officer or job, or the holder thereof, is set forth in this Constitution, all references thereto and the provisions concerned therewith shall be deemed to be equally applicable to whomever is duly acting in such office or job.

Section 7. The term "Election Year" shall be deemed to mean that calendar year prior to the calendar year in which elected officials and other elected job-holders are required to assume office.

Section 8. The terms, "this Constitution," and "this amended Constitution," shall be deemed to have the same meaning and shall refer to the Constitution as amended which takes the place of the one adopted by the Union in 1939, as amended up through July, 1972.

Section 9. The term, "member in good standing," shall mean a member whose monetary obligations to the Union are not in arrears for thirty days or more, or who is not under suspension or expulsion effective in accordance with this Constitution. Unless otherwise expressly indicated, the term, "member," shall mean a member in good standing.

Section 10. Unless plainly otherwise required by the context of their use, the terms "Union book," "membership book," and "book," shall mean official evidence of Union membership.

Section 11. The term "full book" or "full Union book" shall mean only an official certificate issued as evidence of Union membership which carries with it complete rights and privileges of membership except as may be specifically constitutionally otherwise provided.

Section 12. The term, "full book member," shall mean a member to whom a full book has been duly issued and who is entitled to retain it in accordance with the provisions of this Constitution.

Article XXV

Amendments

This Constitution shall be amended in the following manner:

Section 1. Any full book member may submit at any regular meeting of any Port proposed amendments to this Constitution in resolution form. If a majority vote of the membership of the Port approves it, the proposed amendment shall be forwarded to all Ports for further action.

Section 2. When a proposed amendment is accepted by a majority vote of the membership, it shall be referred to a Constitutional Committee in the Port where Headquarters is located. This Committee shall be composed of six full book members, two from each department and shall be elected in accordance with such rules as are established by a majority vote of that Port. The Committee will act on all proposed amendments referred to it. The Committee may receive whatever advice and assistance, legal or otherwise, it deems necessary. It shall prepare a report on the amendment together with any proposed changes or substitutions or recommendations and the reasons for such recommendations. The latter shall then be submitted to the membership. If a majority vote of the membership approves the amendment as recommended, it shall then be voted upon, in a yes or no vote by the membership of the Union by secret ballot in accordance with the procedure directed by a majority vote of the membership at the time it gives the approval necessary to put the referendum to a vote. The Union Tallying Committee shall consist of six (6) full book members, two from each of the three (3) departments of the Union, elected from Headquarters Port. The amendment shall either be printed on the ballot, or if too lengthy, shall be referred to on the ballot. Copies of the amendment shall be posted on the bulletin boards of all ports and made available at the voting site in all ports.

Section 3. If approved by a majority of the valid ballots cast, the amendment shall become effective immediately upon notification by the aforesaid Union Tallying Committee to the Secretary-Treasurer that the amendment has been so approved, unless otherwise specified in the amendment. The Secretary-Treasurer shall immediately notify all ports of the results of the vote on the amendment.

EXHIBIT A

Minimal requirements to be contained in Constitution of subordinate bodies and divisions chartered by or affiliated with the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District.

All members shall have equal rights and privileges, subject to reasonable rules and regulations, contained in this Constitution, including secret election, freedom of speech,

the right to hold office and the right of secret votes on assessment and dues increases, all in accordance with the law.

II

No member may be automatically suspended from membership except for non-payment of dues, and all members shall be afforded a fair hearing upon written charges, with a reasonable time to prepare defense, when accused of an offense under the Constitution.

III

This Union is chartered by (and/or affiliated with), the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, and this Constitution and any amendments thereto, shall not take effect unless and until approved as set forth in the Constitution of that Union.

IV

An object of this Union is, within its reasonable capacity, to promote the welfare of, and assist, the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District.

V

The charter (and/or affiliation) relationship between this Union and the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District shall not be dissolved so long as at least ten members of this Union, and the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District acting through its Executive Board wish to continue such relationship.

VI

No amendment to this Constitution shall be effective unless and until approved by at least a two-thirds vote of the membership in a secret referendum conducted for that purpose. In any event, the adoption of this Constitution and any amendments thereto, will not be effective unless and until compliance with Article II of the Constitution of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District is first made.

VII

The Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District shall have the right to check, inspect and make copies of all the books and records of this Union upon demand.

VIII

This Union shall not take any action which will have the effect of reducing its net assets, calculated through recognized accounting procedures, below the amount of its indebtedness to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, unless approved by that Union through its Executive Board.

IX

So long as there exists any indebtedness by this Union to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, that Union shall have the right to appoint a representative or representatives to this Union who shall have the power to attend all meetings of this Union, or its sub-divisions, or governing boards, if any; and who shall have access to all books and records of this Union on demand. This representative, or these representatives, shall be charged with the duty of assisting this Union and its membership, and acting as a liaison between the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District and this Union.

X

So long as any unpaid per capita tax, or any other indebtedness of any sort is owed by this Union to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District, such indebtedness shall constitute a first lien on the assets of this Union, which lien shall not be impaired without the written approval of the Seafarers International Union of North America—Atlantic, Gulf Lakes and Inland Waters District acting through its Executive Board.

XI

The per capita tax payable by this Union to the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District shall be that which is fixed in accordance with the terms of the Constitution of that Union.

XII

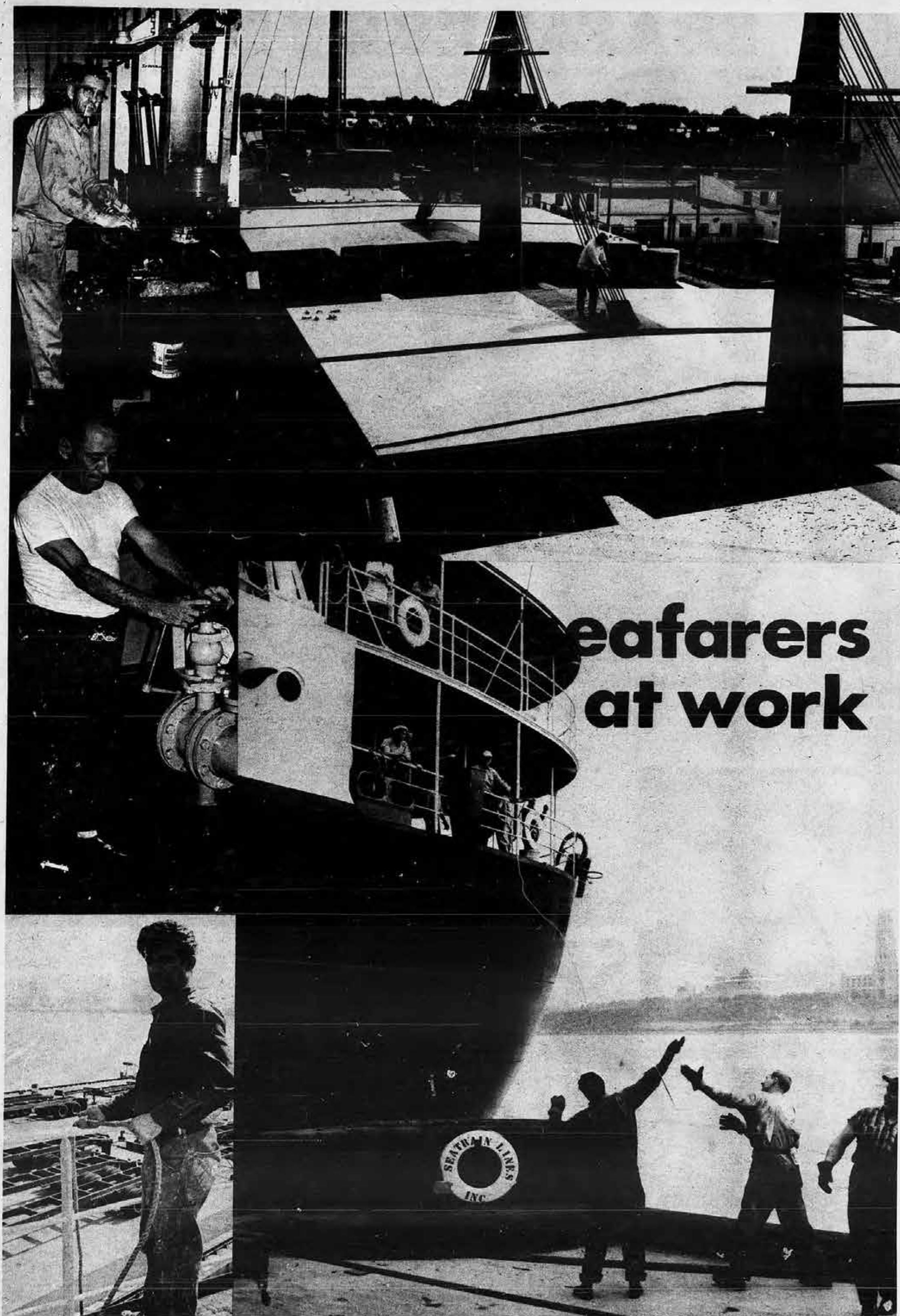
This Constitution and actions by this Union pursuant thereto are subject to those provisions of the Constitution of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District pertaining to affiliation, disaffiliation, trusteeships, and the granting and removal of charters.

XIII

This Union shall be affiliated with the Seafarers International Union of North America through the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District. It shall share in, and participate as part of, the delegation of that District to the Convention of the Seafarers International Union of North America in accordance with the provisions of the Constitution of the Seafarers International Union of North America—Atlantic, Gulf, Lakes and Inland Waters District.

EVERY SEAFARER IS GUARANTEED:

- *Protection of the rights and privileges guaranteed him under the Constitution of the Union.*
- *The right to vote.*
- *The right to nominate himself for, and to hold, any office in the Union.*
- *That every official of the Union shall be bound to uphold and protect the rights of every member and that in no case shall any member be deprived of his rights and privileges as a member without due process of the law of the Union.*
- *The right to be confronted by his accuser and to be given a fair trial by an impartial committee of his brother Union members if he should be charged with conduct detrimental to the welfare of Seafarers banded together in this Union.*
- *The right to express himself freely on the floor of any Union meeting or in committee.*
- *The assurance that his brother Seafarers will stand with him in defense of the democratic principles set forth in the Constitution of the Union.*



**Seafarers
at work**

**SEATRAN LINES
INC.**

**SPECIAL
ISSUE**

SEAFARERS LOG

July
1972

OFFICIAL ORGAN OF THE SEAFARERS INTERNATIONAL • ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT • AFL-CIO



SEAFARERS at work

