



COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

and

International Organization of Masters,
Mates & Pilots



2006-2011

**COLLECTIVE
BARGAINING
AGREEMENT**

Licensed Deck Officers

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS**

AND

**THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK,
LAMONT-DOHERTY EARTH OBSERVATORY**

JULY 1, 2006 - JUNE 30, 2011

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INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS

AND

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK,
LAMONT-DOHERTY EARTH OBSERVATORY

JULY 1, 2006 - JUNE 30, 2011

PREAMBLE

This Agreement is entered into by and between the International Organization of Masters, Mates & Pilots (hereinafter referred to as the **Union**) and Lamont - Doherty Earth Observatory of Columbia University (hereinafter referred to as the **Company**) covering all Licensed Deck Officers employed as Regular and Relief Mates (hereinafter referred to as **Licensed Deck Officers**) on any inspected oceanographic research vessel of Lamont-Doherty requiring Licensed Deck Officers, as certified by the National Labor Relations Board in Case No. 2-RC-22354, and remains in effect until June 30, 2011 and shall continue from year to year thereafter unless either party hereto shall give written notice to the other of its desire to amend or terminate same which notice shall be given at least sixty (60) days prior to the expiration date. After such notice has been given, negotiations shall commence at such time as shall be mutually agreed upon. If during the sixty (60) day period negotiations are not completed, the parties may by mutual consent extend the Agreement for a specific period beyond the expiration date for the continuance of negotiations.

SECTION 1: RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for the Licensed Deck Officers on any inspected oceanographic research vessel of Lamont-Doherty requiring Licensed Deck Officers during the term of this Agreement.

SECTION 2: UNION SECURITY

All Licensed Deck Officers covered by this Agreement who are not already members of the Union shall, as a condition of employment, apply for membership in the Union on or after the thirtieth (30th) day following the beginning of their employment

or the execution date of this Agreement, whichever is later. All Licensed Deck Officers who are or who may become members hereafter shall be required to remain in good standing during the life of the Agreement.

SECTION 3: PREFERENCE OF EMPLOYMENT

The Union will do its utmost to furnish such Licensed Deck Officers as the Company may request who have been employed aboard similar types of vessels. Further, the Union agrees to furnish the Company with such Licensed Deck Officers found to be capable, competent, and physically fit, when and where they are needed to fill vacancies in ample time to prevent any delay in the operations. To assure maximum harmonious relations, and in order to obtain such qualified Licensed Deck Officers with the least risk of a delay in the operational schedule of vessel(s), the Company agrees, subject to the terms and conditions set forth elsewhere herein, to secure marine personnel through Offices of the Offshore Division of the Union or such other office of the Union designated by the Union Headquarters. If, for any reason, the Union does not furnish the Company with Licensed Deck Officers who are capable, competent and physically fit, when and where they are required, and of the ratings needed to fill such vacancies, in ample time to prevent any delay in operations, the Company may then obtain such required marine personnel from any available source, in which case the Organization shall be notified.

(A) When a vacancy occurs for a Licensed Deck Officer on any inspected oceanographic research vessel of Lamont-Doherty requiring Licensed Deck Officers, the Company shall consider applicants from the Union along with those of deck officers currently employed by the Company, and other applicants, but the Company shall have the absolute right to select the individual whom the Company considers best qualified for the position.

When two (2) or more applicants are found to be equally qualified in the opinion of the Company, the following order of preference shall be followed in offering the position:

1. Applicants who are current Company officers and Union members.
2. Applicants who are current Company officers, but not Union members.
3. Applicants who are Union members, but not currently officers of the Company.
4. Other applicants.

The Company may promote a crewmember (who is a Licensed Deck Officer) sailing in an unlicensed position, provided said promoted crewmember must make application to the Union within thirty (30) days.

A Licensed Deck Officer, upon completion of one-hundred-twenty (120) days aboard ship will become a regular rotating Licensed Deck Officer, unless the position is designated as relief.

(B) The Company, in addition to its unrestricted right of selection of the Licensed Deck Officers, shall have the right to keep in continuous employment such Licensed Deck Officer for assignment to any rating provided he maintains his membership in good standing in the Union and the Company and the Licensed Deck Officer desires such employment to continue. Continuous employment shall not be deemed to have been broken if the Licensed Deck Officer is on leave of absence because of seasonal lay-up, or temporary withdrawals from service, vacations, illness, injury, sickness in the family or other reasons relating to personal affairs, provided such Licensed Deck Officer does not during such period accept permanent employment with any other Company excluding port relief officer work. The Company permits the Licensed Deck Officer to take rotary or relief assignments through the Union hall during times of vessel lay-up and the Licensed Deck Officer will maintain continuous employment status.

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

(D) In the event the Company seeks a replacement through the home port, the Company will pay all necessary transportation expenses, wages and subsistence of the Licensed Deck Officer provided by the offices of the Union.

(E) It is understood that the term "offices of the Union" as used in this Section shall be defined as being the offices of the Union located in the New York City area.

SECTION 4: EQUAL OPPORTUNITY

During the term of the Agreement neither party will discriminate against any Licensed Deck Officer or applicant for employment because of race, color, sex, age, religion, national origin or disability as provided in the "Americans With Disabilities Act". This nondiscrimination policy includes, but is not limited to,

employment, promotion, upgrading, transfer, layoff, demotion, termination, pay rates, forms of compensation and testing.

SECTION 5: GRIEVANCE PROCEDURE AND ARBITRATION

(A) All disputes relating to the interpretation or performance of this Agreement which may arise between the parties to this Agreement shall be determined by a Licensed Personnel Board (hereinafter referred to as the **Board**) consisting of two (2) persons appointed by the Union and two (2) persons appointed by the Company. The parties shall submit any such dispute for decision by the Board and they agree to be bound by the decision of a majority thereof. The Board shall agree to such rules of procedure as it may deem necessary.

In the event no settlement is reached by the Board, the issue may be referred to the Arbitrator by either party for arbitration. The cost of the arbitration shall be borne equally by the Union and the Company.

Unless some other place is mutually agreed upon, the Board shall meet in New York promptly upon the written notice from either the Union or the Company.

The Union and the Company may appoint alternates to act in place of the regular members of the Board.

(B) An Arbitrator shall be chosen from a list of seven (7) Arbitrators supplied by the American Arbitration Association from its roster of labor Arbitrators who have had experience with maritime unions. If the parties cannot agree on an Arbitrator, they shall alternately strike one (1) name at a time, and the last remaining person shall be the Arbitrator. The order of striking shall be determined by a coin toss.

During the fifteen (15) days before each anniversary date of this Agreement, either the Company or the Union shall have the unrestricted right to terminate the appointment of the Arbitrator.

The parties agree that all questions as to whether a dispute is arbitrable shall be submitted to and decided by the Arbitrator; provided, however, the Arbitrator shall be without authority to amend the terms of the Collective Bargaining Agreement. The parties agree that all questions concerning the interpretation of an award made by the Arbitrator shall be re-submitted to the Arbitrator for a decision.

(C) The Arbitrator will serve as Chairman of any meeting of the Board without vote. If said Board resolves any grievance, either by a majority vote

or by mutual agreement, said grievance shall be deemed settled, and the decision shall be final and binding.

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

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

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

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

(G) It is the desire and purpose of the parties that all grievances, available for Board or Arbitration, be disposed of as promptly and expeditiously as possible.

SECTION 6: DISCHARGE

(A) Nothing in this Agreement shall prevent the Company from discharging any unsatisfactory Licensed Deck Officer, but any dispute arising there from shall be settled in accordance with Section 5 and the terms of settlement shall include a provision as to the payment of wages and subsistence and room allowance from the date of discharge. This paragraph shall also apply in the case of a refusal by the Company to employ a Licensed Deck Officer duly assigned in accordance with the provisions of this Agreement.

(B) A Licensed Deck Officer who is discharged for cause shall be given, on the date of discharge, a written statement advising of the discharge and an

explanation of the reasons for the discharge. Such statement may be furnished to the Union if the Licensed Deck Officer is not available.

SECTION 7: PASSES TO UNION REPRESENTATIVES

(A) Authorized representatives of the Union shall have the right to go on board ships covered by this Agreement at all reasonable times, subject to military regulations and any other regulations mutually satisfactory to the Union and the Company, for the purpose of consulting with the Licensed Deck Officers employed thereon.

(B) The Union shall take out insurance which will protect the Company and subsidiary or affiliated companies against any claims, loss of life, or injury occurring to a representative of the Union while on the property or while on board a vessel of any of the companies while property or said vessel is owned, chartered, leased, or operated under general agency agreement, and shall furnish satisfactory evidence of such insurance for the benefit of the Company and subsidiary or affiliated companies.

SECTION 8: WAGE SCALE AND BENEFITS CONTRIBUTIONS

(A) The wage rates effective during the term of this Agreement shall be as set forth in Appendix "A". Increases will be:

Effective July 1, 2006	3.0%
Effective July 1, 2007	3.0%
Effective July 1, 2008	3.0%
Effective July 1, 2009	3.0%
Effective July 1, 2010	3.0%

In addition, there will be a fifteen (15) year seniority increment equal to three percent (3%) more than the ten (10) year increment, and the twenty (20) year increment will be three percent (3%) above the fifteen (15) year increment.

(B) A Sea Pay Bonus will be paid for each month while on active duty as Licensed Deck Officer as set forth in Appendix "A".¹

¹ Sea Pay and Base Pay add up to Total Base Pay. However, Sea Pay is not used to calculate any benefit.

SECTION 9: PHYSICAL EXAMINATION

In the event a Licensed Deck Officer is discharged for medical reasons, the issue as to whether the Licensed Deck Officer is fit-for-duty or not shall be submitted to a mutually agreed-upon doctor.

SECTION 10: HOLIDAYS

The following shall be recognized as holidays:

Day before or after New Years' Day	Labor Day
New Years' Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving Day
Election Day	Christmas Day
Memorial Day	Day after Christmas Day
Independence Day	

A holiday falling on a Saturday or a Sunday shall be celebrated on the preceding Friday or the following Monday.

The overtime rate of pay shall be paid in addition to holiday pay to Licensed Deck Officers who perform their regular watch at sea or in port on a recognized holiday. Holiday pay is a day's straight time pay.

SECTION 11: TRANSPORTATION

(A) When a vessel terminates a voyage at a port other than the original port of engagement, tourist air transportation, wages and subsistence at forty dollars (\$40.00) per day back to the original port of engagement shall be furnished to each Licensed Deck Officer who terminates his services aboard the vessel; provided, however, that Licensed Deck Officers on coastwise vessels shall not be furnished transportation to original port of engagement unless the Licensed Deck Officer has made a complete voyage.

(B) The original port of engagement shall be the port in the United States where the Licensed Deck Officer is first employed by the Company regardless of where ships articles are signed.

(C) Transportation in accordance with this subsection of the Agreement will be paid to Licensed Deck Officers whose services are terminated in a United States port other than the port of original engagement for legitimate illness or injury requiring hospitalization or out patient hospital treatment.

(D) Licensed Deck Officers will be reimbursed for air travel as permitted by Federal Travel Regulations.

SECTION 12: SUBSISTENCE AND ROOM ALLOWANCE

When in port if board and living quarters are not furnished, reasonable and necessary expenses incurred by a Licensed Deck Officer for subsistence or room allowance, shall be paid by the Company if vouchers or receipts are submitted. The subsistence allowance will be forty dollars (\$40.00) per day, consisting of breakfast at eight dollars (\$8.00), lunch at twelve dollars (\$12.00), and dinner at twenty dollars (\$20.00). The room allowance will be forty dollars (\$40.00). Any reasonable (related to subsistence and room/board) expenses incurred in excess of these amounts shall be paid by the Company if vouchers or receipts are submitted.

SECTION 13: HOURS OF LABOR IN PORT

Eight (8) hours shall constitute a day's work. Overtime shall be paid for all work in excess of eight (8) hours in one (1) day or fifty-six (56) hours in one week. A day shall be calculated from midnight (0000) to midnight (0000).

SECTION 14: HOURS OF LABOR AT SEA

Four (4) consecutive hours shall constitute a watch and two (2) watches shall constitute a day's work. Eight (8) hours of work shall constitute a day's work. All work done in excess of eight (8) hours a day, except that done in case of an emergency for the safety of scientists, crew, vessel, vessel's machinery, or scientific equipment shall be paid as overtime. No work shall be performed on Saturdays, Sundays, or holidays except that necessary for the navigation and safety of the vessel, and those activities relating to the scientific mission of the vessel. Routine watches are excluded from this provision.

SECTION 15: SEA WATCHES

(A) On days of departure from non-foreign ports, sea watches shall be set at the time of sailing, but no later than noon (1200). On days of departure from foreign ports, sea watches shall be set at 0001 on the day of sailing.

(B) Watches shall be broken one hour after all fast at a port where the vessel is to remain more than twenty-four (24) hours. Port time conditions shall apply whether or not watches are broken.

(C) Licensed Deck Officers are to report one (1) hour prior to the time posted on the sailing board. The sailing board shall be posted at the gangway when the vessel's stay in port is more than twelve (12) hours. Sailing time shall be posted eight (8) hours prior to sailing if sailing before

midnight (0000). If sailing after midnight (0000) and before 0800, the sailing board shall be posted no later than 1700. When a vessel arrives after 1700 Friday and before 0800 Monday and is scheduled to sail prior to 0800 Monday, the sailing board shall be posted not less than two (2) hours after arrival. The sailing board shall be posted no later than 1700 Friday when the vessel is scheduled to sail before 0800 Monday.

SECTION 16: PORT TIME, ARRIVAL AND DEPARTURE

(A) A vessel shall be deemed to have arrived in port thirty (30) minutes after it has anchored or moored in the vicinity of a port for the purpose of the Company.

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

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

SECTION 17: OVERTIME

(A) The overtime rate of pay shall be paid to Licensed Deck Officers who perform their regular watch at sea or in port on a recognized holiday. Eight (8) hours shall constitute a work day. Refer to Section 13 (Hours of Labor in Port) and Section 14 (Hours of Labor at Sea) in the Collective Bargaining Agreement for the definition of Overtime.²

The overtime rate of pay shall be paid in addition to holiday pay to Licensed Deck Officers who perform their regular watch at sea or in port on a recognized holiday. Holiday pay is a day's straight time pay.

(B) No less than one (1) hour shall be paid for any work performed. After the initial hour, overtime then shall be calculated in one-half (1/2) hour increments. If the period between consecutive periods of overtime is less than two (2) hours then the overtime shall run continuously. Overtime shall only be performed by order of the Chief Mate or Master.

² Hourly Pay is calculated by adding Base Pay and Sea Pay, multiplied by twelve (12), divided by two-thousand-nine-hundred-twelve (2912) hours worked in one (1) year.

(C) The Licensed Deck Officer working overtime shall, within twenty-four (24) hours if practical but not less than seventy-two (72) hours, present to his Department Head a slip in duplicate stating the hours of overtime and the nature of the work performed for the signature of the Department Head. One (1) slip shall be returned to the Licensed Deck Officer the other shall be retained as a record by the Company. In the event a question arises as to whether work performed under proper direction is payable, the Department Head shall note on the Licensed Deck Officer's copy the reason for non-approval. No claim for overtime shall be entertained after leaving the vessel unless within fifteen (15) days thereafter a written claim by letter from the Licensed Deck Officer or someone acting in his behalf is filed with the Company.

(D) When a Licensed Deck Officer works in excess of eight (8) hours in one (1) day, i.e. midnight (0000) to midnight (0000) even though part of said work shall be performed at sea and part in port, he shall be paid overtime for such work in excess of eight (8) hours in one said day.

(E) When shifting ship under the circumstances which require the payment of overtime, time for Licensed Deck Officers, except the Licensed Deck Officer on watch, shall commence thirty (30) minutes prior to the scheduled time of the shift, and shall stop when then vessel is securely moored or made fast, or until relieved. The Licensed Deck Officer off watch shall be paid from standby to all fast and/or relieved provided a minimum of two (2) hours shall be paid for each call.

(F) Licensed Deck Officers called for overtime except for scheduled day work overtime and supper relief shall be called thirty (30) minutes prior to the time of turning to. Payment of overtime for such calls shall commence at the time of the call. Overtime is not payable for emergency situations when all hands are called.

SECTION 18: MEALS

Meals shall be served over a one (1) hour period and a reasonable time of one-half (1/2) hour shall be allowed for each meal in all occasions.

SECTION 19: CONFINEMENT TO VESSEL

Whenever a vessel is in port the Licensed Deck Officer entitled to be off watch in accordance with this Agreement shall be entitled to shore leave. Where local government restrictions prohibit shore leave, such orders must be in writing from proper authorities and shall be posted and an entry to it put in the vessel's log. If it is not possible to obtain a copy of such a restriction the Master may prepare a letter stating the terms of the restriction to be presented to the

agent or government official for initialing. Such letter will serve as proof of said restriction.

SECTION 20: INFORMATIONAL REQUIREMENTS

(A) Company Information:

1. The names and titles of each trustee of the Company.
2. The State in which the Company is incorporated.
3. The Company shall designate a representative authorized to handle and settle disputes and grievances arising under this Agreement. The name of such designated Company representative shall be furnished to the Union and kept current.
4. The name and location of office of that individual in the Company who is authorized to make policy decisions concerning matters in which the Union and the Company are jointly concerned.

(B) Vessel Information:

1. The names, port of registry, call sign and radio telephone ringer numbers (if any) of owned vessels.
2. With respect to vessels other than those by the Company, the following information shall be furnished for other vessels being operated:
 - (a) Name and owner
 - (b) Port of registry and call sign
 - (c) Time and type of charter
 - (d) Copy of Certification of Inspection.

SECTION 21: SHIPWRECK AND LAY-UP

In the event of shipwreck or loss of vessel, compensation not to exceed seven hundred and fifty dollars (\$750) will be paid to each Licensed Deck Officer for loss of clothing and personal property under this subsection, provided such loss is not recoverable under war risk agreements, between the Company and the Union.

SECTION 22: QUARTERS

The Company will provide a single berth (quarters or accommodation) to the extent practicable.

SECTION 23: COVERAGE OF AGREEMENT

(A) This Agreement covers the Licensed Deck Officers aboard any inspected oceanographic research of Lamont-Doherty requiring Licensed Deck Officers.

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

SECTION 24: SAVINGS AND SEVERABILITY

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

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

(C) If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby.

SECTION 25: VACATION BENEFITS

(A) For each thirty (30) days of covered employment the vacation benefits shall be sixteen (16) days at Base Pay.

(B) The contribution rate to the Vacation Plan will be sixty-point-thirteen percent (60.13%) of base wages which shall consist of fifty-three-point-thirty-three percent

(53.33%) or sixteen (16) vacation days / thirty (30) work days to the Licensed Deck Officer, and six-point-eight percent (6.8%) to the Plans. The administrative fee of six-point-eight percent (6.8%), as of the date of signing, may be adjusted from time to time by the Trustees of the Vacation Plan (Union and Company) action to accommodate changes in Plan expenses.

(C) A Vacation Bonus equal to one-half (1/2) or fifty-percent (50%) of the Sea Pay Bonus shall be paid to each Licensed Deck Officer while on vacation, as indicated in Appendix "A".

SECTION 26: WELFARE / HEALTH AND BENEFIT PLAN

(A) The Company hereby agrees to remain a party to the Union Health and Welfare Plan (hereinafter referred to as the **Welfare Plan**) and make the necessary contributions to the Welfare Plan to cover all costs including but not limited to, the cost of benefits and administrative costs. No payments shall be made for a Licensed Deck Officer while on vacation and no other payments will be made to any other training, education or other such plan except as expressly set forth in this Agreement.

(B) The Company's contribution to the Welfare Plan shall be fifty-two dollars and twenty-seven cents (\$52.27) per day of active duty, which includes one and one-half percent (1.5%) of base wage to cover the co-pay requirement while the individual is on active duty.³ Effective 1/1/2007, and on each successive January 1st, for the duration of this Agreement and extensions thereof, the rate of contribution to the Welfare Plan shall be increased or decreased by a percentage equal to the percentage increase or decrease in the medical care component, U.S. Total for All Urban Consumers, as published by the Bureau of Labor Statistics between the twelve (12) month period ending October of the prior year as supplied by the Welfare Plan's actuary.

(C) The Company will contribute three dollars (\$3.00) per day of active duty, for the duration of the Agreement, to the Future Pensioner's Health Care Account (FPHC).⁴

(D) The Company will contribute thirty-five cents (\$0.35) per Licensed Deck Officer per day of employment for drug testing.

(E) The Company will contribute twenty-five cents (\$0.25) per Licensed Deck Officer per day of employment for the Joint Employment Committee (JEC) Fund.⁵

³ Monthly Salary multiplied by one and one-half percent (1.5%) divided by thirty (30) days provides per day rate of co-pay requirement.

⁴ Union management fee.

⁵ Joint Employment Committee Fund helps to offset costs of the Union hall operation.

SECTION 27: PENSION PLAN

(A) The Company hereby agrees to remain a party to the Union Pension Plan (hereinafter referred to as the **Pension Plan**), and agrees to contribute to the Pension Plan an amount of Base Wage and Vacation Pay (exclusive of any bonus payments otherwise provided for), as determined by the Pension Plan's actuaries and trustee determinations, for each Licensed Deck Officer while any such Licensed Deck Officer is on active duty as a Licensed Deck Officer, however within the limits as set forth in Paragraph (B) of Section 27 below.⁶ No payments shall be made for a Licensed Deck Officer while on vacation. The contributions and any investments and reinvestments thereof shall be maintained by the Pension Plan in a separate money purchase fund. An individual contribution account in the name of each Licensed Deck Officer will be maintained by the Pension Plan.

(B) The Company's contribution to the Pension and IRAP Plans will be limited to the following percentages:

- ◆ January 1, 2007 – 26%
- ◆ January 1, 2008 – 26%
- ◆ January 1, 2009 – 25%
- ◆ January 1, 2010 – 25%
- ◆ January 1, 2011 – 25%

(C) IRAP: The Company will contribute five percent (5%) of the sum of the Base Pay and Vacation Pay to IRAP for each Licensed Deck Officer, or as determined by Paragraph (D) below.⁷

(D) Current Licensed Deck Officers who participate in the Company's 403(b) plan will remain in that plan if they choose to participate in a tax deferred annuity plan. Licensed Deck Officers who are Company Licensed Deck Officers and who participate in the 403(b) plan at the time they are promoted to Licensed Deck Officer will remain in that plan if they choose to participate in a tax deferred annuity plan.

(E) The Company will be a participating employer in the Union's 401(k) Plan.

⁶ Base Wage includes seniority/longevity increases.

⁷ Pension and IRAP are capped. If the Pension increases above twenty percent (20%), for example to twenty-two percent (22%), the IRAP would be adjusted to four percent (4%) or three percent (3%) to total the twenty-six percent (26%) or twenty-five percent (25%) cap in the appropriate year.

SECTION 28: Maritime Institute of Technology & Graduate Studies

The Company shall participate in the Maritime Institute of Technology and Graduate Studies (MITAGS) training program (MATES), at the rate of eight dollars and fifty cents (\$8.50) per day for each Licensed Deck Officer while on active duty.

The Company may send other Licensed Deck Officers to programs at a rate per program to be agreed upon between the parties.

The Company will continue the established policy of paying Licensed Deck Officer while attending courses at MITAGS necessary to maintain their current licenses, or while taking courses required and directed to be taken by the Company. A Licensed Deck Officer shall be eligible for a maximum of two (2) weeks pay per year for taking necessary courses. The rate of pay while attending courses shall be the Base Pay and Sea Pay. No benefits shall be payable during training periods.

SECTION 29: TUITION EXEMPTION

(A) The Company shall provide exemption from tuition as follows:

Full-time Employees: Seven (7) credits per semester (maximum of two (2) courses).

In the case of the summer semester, the Company will retain the right to refuse to offer courses under this tuition exemption plan where such courses are deemed inappropriate or inefficient by the Company.

(B) Tuition Exemption Limits

The spouse and children of any full-time Licensed Deck Officer shall be entitled to utilize any unused portion of credit to which the Licensed Deck Officer is entitled under the Agreement, except that there shall be no accrual of any unused portion of credit.

(C) Eligible Courses

The spouse and children of a full-time Licensed Deck Officer shall be entitled to apply the Licensed Deck Officer's unused portion of credit to any course, graduate or undergraduate, subject to the following modifications:

1. That the course be given by a department or school of the Columbia Corporation. Courses given by Teachers College

- or Barnard will not be tuition exempt for children or spouses.
2. That, in the case of children, they must be enrolled as candidates for a Bachelor, Professional or higher degree. In cases where the son or daughter is registered as a degree candidate outside the Company system but is able to obtain admission as a non-matriculated special student at Columbia, tuition exemption will be granted.
 3. That enrollment in summer courses is subject to the language in Paragraph 1 above.
 4. If a Licensed Deck Officer who is enrolled in a course and is otherwise eligible for tuition exemption is laid off, such Licensed Deck Officer will be exempt from payment of tuition for the balance of the semester.
 5. If a Licensed Deck Officer is hired and begins a course after the beginning of the semester such Licensed Deck Officer's eligibility for tuition exemption shall be prorated in accordance with guidelines established by the Company at the beginning of the semester.

(D) Age Limits

There shall be no limitation to the utilization of tuition exemption, as outlined in this Agreement, because of the age of a full-time Licensed Deck Officer's spouse or children.

(E) Eligibility

The spouse and children of eligible full time Licensed Deck Officers shall be entitled to utilization of any Licensed Deck Officer's unused portion of credit as outlined in this Agreement. For all new hires past that date, the Licensed Deck Officer's spouse shall be immediately eligible for full utilization as outlined in this Agreement, but the Licensed Deck Officer's children shall not be eligible until the Licensed Deck Officer has bargaining unit seniority for a minimum of two (2) years at the Company.

SECTION 30: STRIKES, LOCKOUTS OR WORK STOPPAGES

There shall be no strikes, lockouts or stoppages of work during the period of this Agreement, provided however that the foregoing provisions shall not be applicable if the Company becomes delinquent in Pension, Welfare, Vacation, or any other Union Fund Plan or Committee payments, allotments, or earned wages. Strikes, lockouts or work stoppage during this Agreement shall not occur until after the Company and Union have mediated the work stoppage issue(s).

SECTION 31: WORKMEN'S COMPENSATION

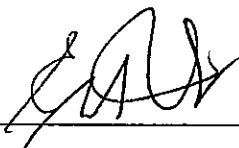
Licensed Deck Officers employed on board Company vessels shall not be covered by "standard workers compensation" for illness or injury suffered while working on board but shall be eligible for remedies prescribed under federal law as included in the Merchant Marine Act of 1920 (Jones Act).

SECTION 32: TERM

This Agreement shall become effective as of 12:01 a.m. July 1, 2006 and shall terminate as of midnight, June 30, 2011, except as otherwise provided.

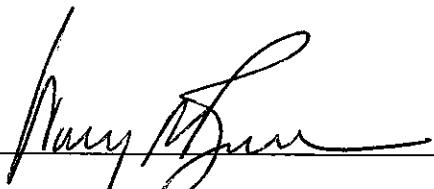
FOR THE TRUSTEES OF COLUMBIA
UNIVERSITY IN THE CITY OF NEW
YORK, LAMONT - DOHERTY EARTH
OBSERVATORY:

FOR THE INTERNATIONAL
ORGANIZATION OF MASTERS,
MATES & PILOTS:



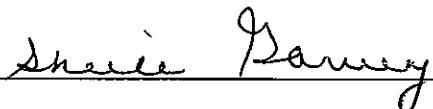
Date

Ernest F. Hart
Assistant Vice President
Human Resources



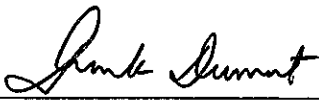
Date 1/17/07

Captain Timothy A. Brown
International President



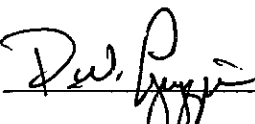
Date 2/6/07

Sheila Garvey
Director, Labor Relations



Date 2/7/07

Frank Dumont
Senior Manager, Labor Relations



Date 2/9/07

Paul Ljunggren
Operations Manager

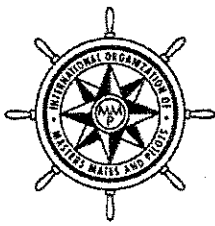
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APPENDIX "A"

NOTE:

- (A) During each month that a Licensed Deck Officer is on active duty as a Licensed Deck Officer, such Licensed Deck Officer will be paid Base Pay plus Sea Pay Bonus according to the Licensed Deck Officer's length of service as indicated in Appendix "A".
- (B) During each month that a Licensed Deck Officer is on vacation, the Licensed Deck Officer will be paid Vacation Bonus according to the Licensed Deck Officer's length of service as indicated in Appendix "A".
- (C) Vacation Pay will be paid to the Union Vacation Plan by the Company. The Licensed Deck Officer will apply to the Vacation Plan to receive his net Vacation Pay (note Section 25).



APPENDIX "A"

CHIEF MATE	Hired after April 15, 1993					Hired prior to April 15, 1993	
	Start	5 Years	10 Years	15 Years	20 Years	Applies to 1 Employee	20 Years
Effective July 1, 2006	3%	3%	3%	3%	3%	Effective July 1, 2006	3%
Base Pay	\$3,616	\$3,724	\$3,836	\$3,951	\$4,070	Base Pay	\$4,356
Sea Pay Bonus	\$2,842	\$2,927	\$3,015	\$3,105	\$3,198	Sea Pay Bonus	\$3,422
Vacation Pay	\$1,929	\$1,986	\$2,046	\$2,107	\$2,171	Vacation Pay	\$2,323
Vacation Pay Bonus	\$1,421	\$1,464	\$1,508	\$1,553	\$1,599	Vacation Pay Bonus	\$1,711
Effective July 1, 2007	3%	3%	3%	3%	3%	Effective July 1, 2007	3%
Base Pay	\$3,724	\$3,836	\$3,951	\$4,070	\$4,192	Base Pay	\$4,487
Sea Pay Bonus	\$2,927	\$3,015	\$3,105	\$3,198	\$3,294	Sea Pay Bonus	\$3,525
Vacation Pay	\$1,986	\$2,046	\$2,107	\$2,171	\$2,236	Vacation Pay	\$2,393
Vacation Pay Bonus	\$1,464	\$1,508	\$1,553	\$1,599	\$1,647	Vacation Pay Bonus	\$1,763
Effective July 1, 2008	3%	3%	3%	3%	3%	Effective July 1, 2008	3%
Base Pay	\$3,836	\$3,951	\$4,070	\$4,192	\$4,318	Base Pay	\$4,622
Sea Pay Bonus	\$3,015	\$3,105	\$3,198	\$3,294	\$3,393	Sea Pay Bonus	\$3,631
Vacation Pay	\$2,046	\$2,107	\$2,171	\$2,236	\$2,303	Vacation Pay	\$2,465
Vacation Pay Bonus	\$1,508	\$1,553	\$1,599	\$1,647	\$1,697	Vacation Pay Bonus	\$1,816
Effective July 1, 2009	3%	3%	3%	3%	3%	Effective July 1, 2009	3%
Base Pay	\$3,951	\$4,070	\$4,192	\$4,318	\$4,448	Base Pay	\$4,761
Sea Pay Bonus	\$3,105	\$3,198	\$3,294	\$3,393	\$3,495	Sea Pay Bonus	\$3,740
Vacation Pay	\$2,107	\$2,171	\$2,236	\$2,303	\$2,372	Vacation Pay	\$2,539
Vacation Pay Bonus	\$1,553	\$1,599	\$1,647	\$1,697	\$1,748	Vacation Pay Bonus	\$1,870
Effective July 1, 2010	3%	3%	3%	3%	3%	Effective July 1, 2010	3%
Base Pay	\$4,070	\$4,192	\$4,318	\$4,448	\$4,581	Base Pay	\$4,904
Sea Pay Bonus	\$3,198	\$3,294	\$3,393	\$3,495	\$3,600	Sea Pay Bonus	\$3,852
Vacation Pay	\$2,171	\$2,236	\$2,303	\$2,372	\$2,443	Vacation Pay	\$2,615
Vacation Pay Bonus	\$1,599	\$1,647	\$1,697	\$1,748	\$1,800	Vacation Pay Bonus	\$1,926
<p>NOTE: Vacation Pay is at 53.33% of Base Pay Vacation Pay Bonus is 50.0% of Sea Pay Bonus Seniority increases are 3% for every five years of service. A 6.8% Administrative Fee, which is subject to change yearly, is to be paid to the MM&P Plans for Vacation Pay only. This Administrative is not included in the Vacation Pay calculations above.</p>							



APPENDIX "A"

2nd MATE	Hired after April 15, 1993				
	Start	5 Years	10 Years	15 Years	20 Years
Effective July 1, 2006	3%	3%	3%	3%	3%
Base Pay	\$3,376	\$3,478	\$3,582	\$3,689	\$3,801
Sea Pay Bonus	\$2,653	\$2,733	\$2,815	\$2,899	\$2,986
Vacation Pay	\$1,801	\$1,855	\$1,910	\$1,967	\$2,027
Vacation Pay Bonus	\$1,327	\$1,367	\$1,408	\$1,450	\$1,493
Effective July 1, 2007	3%	3%	3%	3%	3%
Base Pay	\$3,477	\$3,582	\$3,689	\$3,800	\$3,915
Sea Pay Bonus	\$2,733	\$2,815	\$2,899	\$2,986	\$3,076
Vacation Pay	\$1,854	\$1,910	\$1,967	\$2,027	\$2,088
Vacation Pay Bonus	\$1,367	\$1,408	\$1,450	\$1,493	\$1,538
Effective July 1, 2008	3%	3%	3%	3%	3%
Base Pay	\$3,581	\$3,689	\$3,800	\$3,914	\$4,032
Sea Pay Bonus	\$2,815	\$2,899	\$2,986	\$3,076	\$3,168
Vacation Pay	\$1,910	\$1,967	\$2,027	\$2,087	\$2,150
Vacation Pay Bonus	\$1,408	\$1,450	\$1,493	\$1,538	\$1,584
Effective July 1, 2009	3%	3%	3%	3%	3%
Base Pay	\$3,688	\$3,800	\$3,914	\$4,031	\$4,153
Sea Pay Bonus	\$2,899	\$2,986	\$3,076	\$3,168	\$3,263
Vacation Pay	\$1,967	\$2,027	\$2,087	\$2,150	\$2,215
Vacation Pay Bonus	\$1,450	\$1,493	\$1,538	\$1,584	\$1,632
Effective July 1, 2010	3%	3%	3%	3%	3%
Base Pay	\$3,799	\$3,914	\$4,031	\$4,152	\$4,278
Sea Pay Bonus	\$2,986	\$3,076	\$3,168	\$3,263	\$3,361
Vacation Pay	\$2,026	\$2,087	\$2,150	\$2,214	\$2,282
Vacation Pay Bonus	\$1,493	\$1,538	\$1,584	\$1,632	\$1,681
NOTE:					
Vacation Pay is at 53.33% of Base Pay					
Vacation Pay Bonus is 50.0% of Sea Pay Bonus					
Seniority increases are 3% for every five years of service.					
A 6.8% Administrative Fee, which is subject to change yearly, is to be paid to the MM&P Plans for Vacation Pay only. This Administrative is not included in the Vacation Pay calculations above.					



APPENDIX "A"

3rd MATE	Hired after April 15, 1993				
	Start	5 Years	10 Years	15 Years	20 Years
Effective July 1, 2006	3%	3%	3%	3%	3%
Base Pay	\$3,178	\$3,273	\$3,371	\$3,473	\$3,577
Sea Pay Bonus	\$2,498	\$2,573	\$2,650	\$2,730	\$2,811
Vacation Pay	\$1,695	\$1,746	\$1,798	\$1,852	\$1,908
Vacation Pay Bonus	\$1,249	\$1,287	\$1,325	\$1,365	\$1,406
Effective July 1, 2007	3%	3%	3%	3%	3%
Base Pay	\$3,273	\$3,371	\$3,472	\$3,577	\$3,684
Sea Pay Bonus	\$2,573	\$2,650	\$2,730	\$2,812	\$2,895
Vacation Pay	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965
Vacation Pay Bonus	\$1,287	\$1,325	\$1,365	\$1,406	\$1,448
Effective July 1, 2008	3%	3%	3%	3%	3%
Base Pay	\$3,371	\$3,472	\$3,576	\$3,684	\$3,795
Sea Pay Bonus	\$2,650	\$2,730	\$2,812	\$2,896	\$2,982
Vacation Pay	\$1,798	\$1,852	\$1,907	\$1,965	\$2,024
Vacation Pay Bonus	\$1,325	\$1,365	\$1,406	\$1,448	\$1,491
Effective July 1, 2009	3%	3%	3%	3%	3%
Base Pay	\$3,472	\$3,576	\$3,683	\$3,795	\$3,909
Sea Pay Bonus	\$2,730	\$2,812	\$2,896	\$2,983	\$3,071
Vacation Pay	\$1,852	\$1,907	\$1,964	\$2,024	\$2,085
Vacation Pay Bonus	\$1,365	\$1,406	\$1,448	\$1,492	\$1,536
Effective July 1, 2010	3%	3%	3%	3%	3%
Base Pay	\$3,576	\$3,683	\$3,793	\$3,909	\$4,026
Sea Pay Bonus	\$2,812	\$2,896	\$2,983	\$3,072	\$3,163
Vacation Pay	\$1,907	\$1,964	\$2,023	\$2,085	\$2,147
Vacation Pay Bonus	\$1,406	\$1,448	\$1,492	\$1,536	\$1,582
NOTE:					
Vacation Pay is at 53.33% of Base Pay					
Vacation Pay Bonus is 50.0% of Sea Pay Bonus					
Seniority increases are 3% for every five years of service.					
A 6.8% Administrative Fee, which is subject to change yearly, is to be paid to the MM&P Plans for Vacation Pay only. This Administrative is not included in the Vacation Pay calculations above.					



APPENDIX "B"

**Wages and Benefits
Trustees of Columbia University in the City of New York
Lamont-Doherty Earth Observatory
July 1, 2006**

RATES of PAY and BONUSES

Health and Benefit Welfare Plan	\$52.27 for each LDO on active duty. There are no payments for LDO's while on vacation. This number is subject to change yearly and will include the 1.5% of base wage to cover the co-pay requirement.
Future Pensioners Health (FPHC)	\$3.00 for each LDO per day of active duty.
Pension	21% for each LDO per day of active duty, subject to trustee determination. There are no payments for LDO's while on vacation. (See Section 27).
IRAP	5.0% of the sum of base pay and vacation pay for each LDO.
MATES	\$8.50 for each LDO per day of active duty.
MIRAID	\$4.00 per man day, no Feinberg
JEC	\$0.25 for each LDO per day of employment.
Drug Test	\$0.35 for each LDO per day of employment.
Vacation	LDO's: 16 days vacation for each 30 days of covered employment.
Vacation Contribution Rates	LDO: 60.13% of base wages.

