



Columbia University

*and*

International Organization  
of Masters, Mates & Pilots



2012 – 2017

COLLECTIVE  
BARGAINING  
AGREEMENT

MASTERS

**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, 2012- JUNE 30, 2017**

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**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, 2012 -JUNE 30, 2017**

**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 the Master and Relief Master of any inspected oceanographic research vessel of Lamont-Doherty requiring Licensed Deck Officers, and remains in effect until June 30, 2017 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 Master or Relief Master of any inspected oceanographic research vessel of Lamont-Doherty requiring Licensed Deck Officers during the term of this Agreement.

**SECTION 2: UNION SECURITY**

All Masters and Relief Masters 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 (30<sup>th</sup>) day following the beginning of their employment or the execution date of this Agreement, whichever is later. All Masters and Relief Masters 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**

(A) When a vacancy occurs for a Master or Relief Master 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.

(B) The Company, in addition to its unrestricted right of selection of the Master or Relief Master, shall have the right to keep in continuous employment such Master or Relief Master for assignment to any rating provided he maintains his membership in good standing in the Union and the Company and the Master or Relief Master desires such employment to continue. Continuous employment shall not be deemed to have been broken if the Master or Relief Master 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 Master or Relief Master does not during such period accept permanent employment with any other Company. The Company permits the Master or Relief Master to take rotary or relief assignments through the Union hall during times of vessel lay-up and the 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 Master or Relief Master 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 Master or Relief Master 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 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 Master or Relief Master who is not satisfactory to it 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 Master or Relief Master duly assigned in accordance with the provisions of this Agreement.

(B) A Master or Relief Master 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 Master or Relief Master 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 Master or Relief Master 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 Jan 1, 2014	2.5%
Effective July 1, 2014	2.5%
Effective July 1, 2015	2.5%
Effective July 1, 2016	2.5%

For employees hired prior to, and including July 12, 2012: In addition to any other increases applicable, 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, the twenty five (25) year increase will be (3%) above the twenty (20) year increase, and the thirty (30) year increase will be three percent (3%) more than the twenty five (25) year increase. Seniority increases will not continue beyond thirty (30) years.

For employees hired on or after July 13, 2012: In addition to any other increases applicable, there be a longevity increase of an additional two (2%) percent at the five (5) year seniority increment; an additional two (2%) percent at the ten (10) year seniority increment above that of the five (5) year increment; and an additional three (3%) percent at the twenty (20) year seniority increment above that of the ten



(10) year seniority increment.

(B) Each permanent Master then employed by the University shall receive an additional payment of two thousand dollars (\$2,000) each July 1 and on January 1. This payment shall be in recognition of the fact that the Master is generally required to work on holidays whether the vessel is in port or at sea, without relief. This payment shall not be considered base wages for any purpose, nor shall it be subject to any payment into any benefit fund.

(C) Masters and Relief Masters will be paid a monthly salary for any calendar month in which he/she is employed for the entire month. For any partial month, the Master or Relief Master will be paid one-thirtieth (1/30) of the month's salary for each day of work.

(D) A Sea Pay Bonus will be paid for each month while on active duty as Master as set forth in Appendix "A".<sup>1</sup>

## **SECTION 9: PHYSICAL EXAMINATION**

In the event a Master or Relief Master is discharged for medical reasons, the issue as to whether the Master or Relief Master 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 Year's Day
- New Year's Day
- Martin Luther King, Jr Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Election Day
- Christmas Day
- Day after Christmas Day

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

## **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 Master or Relief Master who terminates his services aboard the vessel; provided, however, that Masters or Relief Masters on coastwise vessels shall not be furnished transportation to original port of engagement unless the Master or Relief Master has made a complete voyage.

(B) The original port of engagement shall be the port in the United States where the Master or Relief Master 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 Masters or Relief Masters 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) Masters or Relief Masters 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 Master or Relief Master 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: INFORMATIONAL REQUIREMENTS**

(A) Company Information:

1. The names and titles of each trustee of the Company.
2. The State in which the University 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 14: SHIPWRECK AND LAY-UP**

In the event of shipwreck or loss of vessel, compensation not to exceed seven hundred and fifty (\$750.00) dollars will be paid to each Master or Relief Master 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 15: QUARTERS**

The Master or Relief Master on active duty shall be provided quarters consisting of a single berth room with private bathing facilities. If such berth is not provided to any Master or Relief Master, he/she shall be compensated forty (\$40.00) dollars per day in addition to any other compensation payable under the Agreement.

**SECTION 16: COVERAGE OF AGREEMENT**

(A) This Agreement covers the Master or Relief Master aboard any inspected oceanographic research vessel 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 17: SAVINGS AND SEVERABILITY**

(A) To the best knowledge and belief of the parties this contract 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 18: VACATION BENEFITS**

(A) For each thirty (30) days of covered employment the vacation benefits shall be eighteen (18) days at full base pay. Days of vacation shall not be considered days of work for the purpose of computing vacation benefits.

(B) The contribution rate to the Vacation Plan will be sixty-six point eight percent (66.8%) of base wages which shall consist of sixty percent (60%) or eighteen (18) vacation days I thirty (30) work days to the Master or Relief Master, 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 shall be paid to each Master or Relief Master while on vacation, as indicated in Appendix "A".

#### **SECTION 19: WELFARE / HEALTH AND BENEFIT PLANS**

(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 Master or Relief Master 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 sixty-seven dollars and one cent (\$67.01) per day of active duty, which includes one point five percent (1.5%) of base wage to cover the co-pay requirement while the individual is on active duty.<sup>2</sup> Effective 1/1/2014, and on each successive January 1<sup>st</sup> 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).<sup>3</sup>

(D) The Company will contribute one dollar (\$1.00) per Master or Relief Master per day of employment for the Joint Employment Committee (JEC) Fund.

## **SECTION 20: PENSION PLAN**

(A) The Company hereby agrees to remain a party to the Union Pension Plan (hereinafter referred to as the Pension Plan or Adjustable 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 Vacation Plan's actuaries and trustee determinations, for each Master or Relief Master while any such Master or Relief Master is on active duty as Master, however within the limits as set forth in Paragraph (B) of Section 20. below.<sup>4</sup> No payments shall be made for a Master or Relief Master 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 Master or Relief Master will be maintained by the Pension Plan.

1. Effective January 1, 2014 the Company's contribution to the Pension Plan will be limited to twenty-three (23%) percent.
2. The parties have been advised by the Trustees of the DB/AP Plans that the contribution will be twenty-eight (28%) percent until the DB Plan is fully funded. MM&P will cover the difference between the Company twenty-three (23%) percent plus Feinberg contribution on Pension Benefit Wage, and the contribution rate determined by the Trustees (currently twenty-eight (28%) percent plus Feinberg), through allocation. If during the term of this July 1, 2012 Agreement, the Union is required by the Trustees to fund the DB/AP Plan contribution rate in excess of the current five (5%) percent, any future reduction in the rate required by the Trustees that con-

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<sup>2</sup> Monthly Salary multiplied by one point five percent (1.5%) divided by thirty (30) days provides per day rate of co-pay requirement.

<sup>3</sup> Union management fee.

<sup>4</sup> Base Wage includes seniority/longevity increases.

tinues to require a contribution of twenty-eight (28%) percent or more, shall be for the Union to reallocate. For any future reduction in the rate required by the Trustees below the current twenty-eight (28%) percent contribution rate (twenty-three (23%) percent for the employer and five (5%) percent via allocation by MM&P) it is expected and understood that the value of such reduction shall be shared equally by the parties.

(B) IRAP: Effective January 1, 2014 the Company will contribute zero decimal five percent (0.5%) of the sum of the Base Pay and Vacation Pay to IRAP for each Master or Relief Master, or as determined by Paragraph (C) below.<sup>5</sup>

(C) Current Masters or Relief Masters 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.

Masters or Relief Masters who are Company Masters or Relief Masters and who participate in the 403(b) plan at the time they are promoted to Master will remain in that plan if they choose to participate in a tax deferred annuity plan.

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

## **SECTION 21: MARITIME INSTITUTE OF TECHNOLOGY & GRADUATE STUDIES (MITAGS) – MATES PROGRAM**

The Company shall participate in the Maritime Institute of Technology and Graduate Studies (MITAGS) training program (MATES), at the rate of ten dollars (\$10.00) per day for each Master or Relief Masters while on active duty. Effective July 1, 2013 the MATES program contribution rate will be increased twenty-five cents (\$0.25) to ten dollars and twenty-five cents (\$10.25). Effective July 1, 2014 the MATES program contribution rate will be increased twenty-five cents (\$0.25) to ten dollars and fifty cents (\$10.50). Effective July 1, 2015 the MATES program contribution rate will be increased twenty-five cents (\$0.25) to ten dollars and seventy-five cents (\$10.75). Effective July 1, 2016 the MATES program contribution rate will be increased twenty-five cents (\$0.25) to eleven dollars (\$11.00).

The Company may send other Masters or Relief Masters to programs at a rate per program to be agreed upon between the parties.

The Company will continue the established policy of paying Masters or Relief Masters 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 Master or Relief Master shall be eligible for a maximum of two 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.

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<sup>5</sup> Pension and IRAP are capped at 23.5%

**SECTION 22: MARITIME INSTITUTE OF RESEARCH AND INDUSTRIAL DEVELOPMENT (MIRAID)**

Effective July 1, 2012 the Company shall make contributions to MIRAID at the rate of four (\$4.00) dollars per man per day of employment. Effective July 1, 2013 the MIRAID contribution rate will be increased twenty-five cents (\$0.25) to four dollars and twenty-five cents (\$4.25). Effective July 1, 2014 the MIRAID contribution rate will be increased twenty-five cents (\$0.25) to four dollars and fifty cents (\$4.50). Effective July 1, 2015 the MIRAID contribution rate will be increased twenty-five cents (\$0.25) to four dollars and seventy-five cents (\$4.75). Effective July 1, 2016 the MIRAID contribution rate will be increased twenty-five cents (\$0.25) to five dollars (\$5.00).

**SECTION 23: 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 Master or Relief Master shall be entitled to utilize any unused portion of credit to which the Master or Relief Master is entitled under of the collective bargaining 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 Master or Relief Master shall be entitled to apply the Master and Relief Master'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 Master or Relief Master who is enrolled in a course and is otherwise eligible for tuition exemption is laid off, such Master or Relief Master will be exempt from payment of tuition for the balance of the semester.
5. If a Master or Relief Master is hired and begins a course after the beginning of the semester such Master or Relief Master'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 member's spouse or children.

(E) Eligibility

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

**SECTION 24: 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 25: 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 26: TERM**

This Agreement shall become effective as of 12:01 a.m. July 1, 2012 and shall terminate as of midnight, June 30, 2017, except as otherwise provided.

**SECTION 27: FUTURE TERM**

The term of a successor agreement shall be up to five (5) years provided that if as of the date this current Agreement would otherwise expire (June 30, 2017), the Company has entered into an agreement with the National Science Foundation to operate a research vessel on and after that date, then the new Agreement shall correspond to the length of that operating agreement, not to exceed five years; upon such terms as are agreeable to the parties.

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

FOR THE INTERNATIONAL  
ORGANIZATION OF  
MASTERS, MATES & PILOTS:

/s/

/s/

\_\_\_\_\_  
Daniel Driscoll  
Assistant Vice President  
Labor Relations

\_\_\_\_\_  
Don F. Josberger  
Vice President Atlantic Ports

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX "A"

### NOTE:

- (A) During each month that an employee is on active duty as Master, such employee will be paid Base Pay plus Sea Pay Bonus according to the employee's length of service as indicated in Appendix "A".
- (B) During each month that an employee is on vacation the employee will be paid Vacation Bonus according to the employee's length of service as indicated in Appendix "A".
- (C) Vacation Pay will be paid to the Union Vacation Plan by the Company. The employee will apply to the Plan to receive his net Vacation Pay (note Section 18).
- (D) A Holiday Bonus will be paid in the amount of two thousand dollars (\$2,000) on January 1 and July 1 of each year of the contract to the Master. This money will not affect or be affected by any benefit plans. This is as per "Memorandum of Agreement" dated September 17, 2002.

APPENDIX "A"

**Master Entry Level**

Hired on or after 7/13/2012	Entry level	5 yr Seniority	10 yr Seniority	20 yr Seniority
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Effective 7/1/12	0%	2%	2%	3%
Base Pay	6650	6783	6919	7126
Sea Pay bonus	5281	5387	5494	5659
Vacation Pay	3990	4070	4151	4276
Vacation Pay bonus	3169	3232	3297	3396

Effective 1/1/14	2.50%			
Base Pay	6816	6953	7092	7304
Sea Pay bonus	5413	5521	5632	5801
Vacation Pay	4090	4172	4255	4383
Vacation Pay bonus	3248	3313	3379	3481

Effective 7/1/14	2.50%			
Base Pay	6987	7126	7269	7487
Sea Pay bonus	5548	5659	5773	5946
Vacation Pay	4192	4276	4361	4492
Vacation Pay bonus	3329	3396	3464	3568

Effective 7/1/15	2.50%			
Base Pay	7161	7305	7451	7674
Sea Pay bonus	5687	5801	5917	6094
Vacation Pay	4297	4383	4470	4604
Vacation Pay bonus	3413	3481	3551	3657

Effective 7/1/16	2.50%			
Base Pay	7340	7487	7637	7866
Sea Pay bonus	5829	5946	6065	6247
Vacation Pay	4404	4492	4582	4720
Vacation Pay bonus	3498	3568	3639	3748

**NOTE:**

Seniority increases are defined in Section 8.

A 6.8% Administrative Fee, which is subject to change yearly, per Section 18.

**APPENDIX “ B”**

**Wages and Benefits**

**RATES of PAY and BONUSES**

- Health and Benefit Welfare Plan .....** **Effective January 1, 2013** \$67.01 for each Master on active duty. There are no payments for Masters/Relief Masters 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 Master per day of active duty.
- Pension .....****Effective January 1, 2014** 23% for each Master per day of active duty, subject to trustee determination. There are no payments for Masters while on vacation. (See Section 20(A)&(B)).
- IRAP.....** **Effective July 1, 2014** 0.5% of the sum of base pay and vacation pay for each Master.
- MATES.....** **Effective July 1, 2012** \$10.00 for each Master per day of active duty. Annual increases per Section 21.
- MIRAID .....** **Effective July 1, 2012** \$4.00 for each Master per day of active duty. Annual increases per Section 22.
- JEC.....** **Effective July 1, 2012** \$1.00 for each Master per day of active duty.
- Drug Test.....** \$0.35 for each Master per day of employment.
- Vacation .....** Masters: 18 days vacation for each 30 days of covered employment.
- Vacation Contribution Rates\* .....** Masters: 66.8% of base wages.  
\*includes an Administrative Fee as per Section 18.