

Cable Ship Agreement

between

American Maritime Officers

and

Transoceanic Cable Ship Company, LLC

July 01, 2021 to June 30, 2024

Date: June 30, 2021
Issue Version 6.0

American Maritime Officers
601 S. Federal Highway
Dania Beach, FL 33004

Transoceanic Cable Ship Company, LLC
1001 E. Mccomas St
Baltimore Md, 21230





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THIS AGREEMENT entered into by and between the Transoceanic Cable Ship Co. LLC. (T.C.S.C.), (herein after referred to as "Company") and American Maritime Officers (A.M.O.), (herein after referred to as "Union") and is binding on themselves, their assigns and any subsidiary of the Company.

This Agreement, together with Appendix "A" and the Confidential Contribution Letter covering the operations of the Cable Ships, contains the complete agreement between the parties hereto. Any modifications or clarifications shall be set forth in another writing signed by the parties hereto, and such written agreements shall expire on the date specified in Article VII, unless expressly renewed by a signed writing between the Parties.

ARTICLE I

Section 1 - Personnel Covered

- A. This Agreement applies to all Masters, Licensed Deck Officers, Chief Engineers and Licensed Assistant Engineers employed aboard sea-going vessels, covering a minimum of six (6) total vessels, owned and/or operated by the Company, which shall include all American Flag vessels.
- B. Such Officers shall be referred to hereinafter as:
1. "Deck Officers" (includes Masters and Licensed Deck Officers).
 2. "Engineers" (includes Chief Engineers and Licensed Assistant Engineers).
 3. Collectively as "Officers."
- C. The Company recognizes the Union as the sole representative of such Officers for the purposes of collective bargaining.

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Section 2 - Benefits and Contributions

A. It is agreed that the Company will make contributions into the AMO Medical, Pension, AMO Defined Contribution Plan, MPB, Vacation, FRET, and MOT Fund, which includes the AMO Safety and Education Plan (S & E Plan), the American Maritime Officers Service (AMOS) and the Joint Employment Committee (JEC), on behalf of Officers employed aboard vessels covered herein in accordance with the Confidential Contribution Letter which is incorporated herein by reference. The Company also agrees to become and remain party to the non-contributory AMO 401(k) Plan. The Company further agrees to execute the appropriate Declaration of Trusts for each such plan, service and committee within thirty (30) days of the signing of this Agreement and be bound by the terms contained in same. The Trusts of each of the AMO Plans Committees and Services, if any, shall continue until one (1) year after the expiration of this Agreement.

B. There shall not be any duplication of contributions to the various AMO plans or entities for "routine reliefs." "Routine Reliefs" is defined as when the relieving Officer and the relieved Officer turn over responsibility of their assignment on the day the relieving Officer turns to aboard ship. Contributions are due and payable for all other days when the Company, for whatever reason, requires the relieving Officer to join the vessel early and works before assuming the responsibility of the job, or, if the relieved Officer is required to remain aboard and works. The Company need not make contributions for a relieving Officer who joins the vessel prior to assuming the job and does not work, or, the relieved Officer remains aboard after being relieved and does not work. To this end, the Parties authorize the AMO Vacation Plan, when processing any application for vacation benefit, to deduct one (1) day of covered employment before calculating the payable benefit. Such deduction is to be made only for non-continuous pay periods.

C. The Parties agree that the AMO Master Operating Trust shall be the recipient Plan for contributions to the Vacation Plan, S & E Plan, JEC, and AMOS. The Parties shall designate an

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Allocation Committee consisting of one (1) Committee Member designated by AMO contracted companies and one (1) Committee Member designated by the Union. Except to the extent otherwise specifically required, the Allocation Committee is authorized to allocate contributions from the Master Operating Trust to any other of the AMO Plans, Trusts or Committees, provided that the Master Operating Trust shall retain sufficient funds to provide vacation benefits and to pay taxes and administrative costs, and to adjust and reallocate any and all future contributions from any or all of the AMO Plans, Trusts, or Committees to any or all other of the AMO Plans, Trusts, or Committees, on a need basis, provided that such actions by the Allocation Committee do not increase the total amount contributed by the Company, and provided further that the authorization granted to the Allocation Committee shall not extend to contributions to the AMO Money Purchase Benefit.

Section 3 - Manning and New Construction

A. The minimum manning scale shall be as required by the U.S. Coast Guard issued Certificate of Inspection or Flag state Minimum Manning Certificate for each vessel covered herein. For ship activities which the U.S. Coast Guard issued Certificate of Inspection does not apply, the Company has the right to determine the number and ratings of Officers to be employed during such times. The Company will notify the Union prior to making any permanent changes in the number and ratings of Officers to be employed during such times.

B. It is agreed that the Company may, in its discretion, employ additional Officers in excess of the said minimum for the purposes of performing various types of cable work such as loading, laying, pickup, transporting, transferring, repairing, and surveying, it being understood that the total complement of the vessel may vary from voyage to voyage, but, in no instance, shall such total complement be less than the minimum prescribed in Section 4 (A) hereof, except as provided for in Article V, Section 10 hereof.

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ARTICLE II

Section 1 - Strikes and Lockouts

The Company and the Union recognize the importance of the type of work to be performed by the vessel and its crew and mutually agree that during the life of the Agreement and during any period of negotiations for the renewal, amendment, modification or clarification thereof, or for a superseding agreement, there shall be no strikes, lockouts, stoppages of work, slowdowns or other interruption or impedance to the operation of the vessel in any way for any reason whatsoever. Refusal to work overtime in connection with the performance of cable work, within the constraints of STCW working hours, shall constitute a stoppage of work. Officers participating in any of the aforesaid acts shall be subject to discharge by the Company.

Section 2 - Expedited Arbitration Procedure

In the event of an alleged violation of Article II, Section 1, of the Agreement arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedure set forth in Article II, Sections 3 and 4 of this Agreement, the Company may institute expedited arbitration proceedings regarding such alleged violation by delivering written (which may be via fax) notice thereof to the Union and to the serving Designated Arbitrator or the American Arbitration Association in the event of the Designated Arbitrator's unavailability. In the event of the Designated Arbitrator's unavailability, immediately upon receipt of such written notice, the American Arbitration Association shall appoint an arbitrator experienced in labor and employment matters to hear the matter. The Designated Arbitrator or the arbitrator so chosen by the AAA for the matter shall determine the time and place of the hearing, give written notice thereof, and hold the hearing within twenty-four (24) hours after notice of his appointment for the matter. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall

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be shared equally by the Union and the Company. The failure of either Party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Article II, Section 1, of this Agreement has occurred, is occurring or is threatened. If the arbitrator finds that a violation of Article II, Section 1, is occurring, has occurred, or is threatened, he shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Union and the Company and shall be enforceable in any court of competent jurisdiction.

In the event of an alleged violation of Article II, Section 1 of this Agreement to which this Section 2 is applicable, the Company or Union may immediately apply to the United States District Court for injunctive relief, after notice to the other Party, prohibiting the continuation of such alleged violation pending a hearing on the merits for permanent injunctive relief and damages, if any.

Section 3 - Grievances

Either Party may file a grievance alleging violation of the Agreement by the other Party. No claim by an Officer of an alleged contract violation by the Company, including but not limited to, non-payment of overtime or other remuneration payments, or for wrongful termination, will be entertained after payoff of said Officer unless within fifteen (15) days thereafter, a written claim, by letter or email, by the Officer or by a Union representative acting on behalf of the grieving Officer, is filed with the Company. The Officer shall also send a copy of said claim to the Union Vice President, Deep Sea, at Union Headquarters in the same manner as the claim is presented by the Officer to the Company. However, if filing within fifteen (15) days after payoff is prevented by some cause beyond the control of the Officer, such time limitation may be extended for an

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additional fifteen (15) days for good and sufficient reason. Whenever a properly presented claim is disputed by the Company or Union, the other Party shall, within fifteen (15) days of receipt of same, provide written notice setting forth the reason(s) for denial to the Party. Within fifteen (15) days of receipt of such denial, discussions between the Union and the Company shall take place in a good faith effort to resolve the issue(s). If no satisfactory resolution is achieved during the Parties' discussions, the Arbitration procedures contained in the Agreement may be invoked by either the Company or the Union within fifteen (15) days from the date the discussions concluded without a resolution. Time limitations noted herein are in calendar days which may be extended only by written mutual consent of the Parties. Noncompliance by the Company or the Union with the time limitations set forth herein, including any mutually agreed upon extended time limitations, shall result in the grievance proceeding directly to Arbitration under the provisions of Article II Section IV.

Section 4 - Arbitration

Only the Parties, hereto, can invoke, proceed to and prosecute an arbitration. Should the grievance procedure fail to amicably and mutually adjust and settle the dispute, the matter shall then be referred to the American Arbitration Association (AAA) for binding arbitration. An arbitrator will be selected from a list submitted by the AAA. The parties shall request the AAA to designate five (5) names of persons experienced in labor and employment matters, from among which each party shall have the right to strike two (2). If more than one name is remaining, then the AAA shall designate one as the arbitrator for the matter. The arbitrator's decision shall be final and binding upon the parties in any court of competent jurisdiction. The matter or matters in dispute shall remain in status quo until determination by the arbitrator. Any matter submitted to arbitration under this section shall be arbitrated in the City of Baltimore, or such other place as may mutually be agreed upon. The jurisdiction of the Arbitrator shall be limited to the interpretation, construction and application of the specific provisions of this Agreement at issue and shall not have the right to add to, ignore or modify any of the provisions of the Agreement.

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All fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator rules. The decision of the arbitrator shall be final and binding on the Union and the Company and shall be enforceable in any court of competent jurisdiction.

Section 5 - Internal Appeals

During the period of a collective bargaining relationship, both Parties have acknowledged the desirability of ensuring prompt, fair and final resolution of the Officer's grievances arising under our Agreement. The Parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which both subscribe. Accordingly, the Parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the American Maritime Officers (AMO) Executive Board has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Union or a Union representative involved, then AMO may inform the Company in writing that such grievance is reinstated in the grievance procedure at the step in which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provisions of our Agreement or at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of AMO and the Officer(s) involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, State, or a Municipal Agency.

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Notwithstanding the foregoing, a decision of the Arbitrator on any grievances shall continue to be final and binding on AMO and its members, the Officer(s) involved and the Company and such grievance shall not be subject to reinstatement.

This provision is not to be construed as modifying in any way either the rights or obligations of the Parties under the terms of this Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim including claims for back wages, or that provide for the final binding nature of any decision by the contract or other Arbitrator or other grievance resolutions.

In addition to the foregoing, the Parties also agree that if a disciplinary grievance has been resolved by the Parties at a step in the grievance procedure prior to arbitration in a manner favorable to an Officer, and the Company, within sixty (60) days of the resolution of the grievance, subsequently acquires newly discovered evidence which would demonstrate that the Company would not have resolved the said grievance in a manner favorable to the Officer, the Company shall, upon written notice to the AMO at its Headquarters and to the Officer at said Officer's home address, have the right to withdraw from or rescind the resolution and move the grievance to arbitration with any intermediate steps subject to waiver by agreement of both the Union and Company. In such circumstances, the Union shall have the right to claim before the Arbitrator that the newly discovered evidence did not demonstrate that the Company would not have resolved the said grievance in a manner favorable to the Officer.

Any monies paid to the Officer or on behalf of said Officer, in the interim, shall be held in trust by the Officer or the Union, as the case may be, pending the outcome of the arbitration or settlement at any intermediate step.

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If the Company proceeds to arbitration or the grievance is again settled prior to arbitration in a manner favorable to the Officer, the Arbitrator shall award or the Company shall pay the Officer two (2) months base wages as a remedy in excess of any other lost wages and fringe benefits.

In order for either Party to reopen a resolution of a grievance as provided herein, such notice to reopen must be given in writing to the other Party within sixty (60) days of the original resolution.

ARTICLE III

Section 1 - Employment and Conditions of Employment

A. As soon as the Company knows a relief is required, the Company shall request from Union's Dispatch Department, all assignments which are not filled by the transfer and/or promotion of permanently assigned Officers. In filling such vacancies, preference shall be given to those Officers who have prior cable ship experience. Permanency shall be established in accordance with the AMO Deep Sea Shipping Rules, which are hereby incorporated by reference as outlined in Article III, Section 7 of this Agreement.

Because of the uniqueness of the vessels covered by this Agreement, it is recognized and agreed to that the company may, from time to time, transfer Officers for training and experience enhancement. These transfers shall be temporary, mandatory and of reasonable duration.

B. The Union agrees that it will furnish the Company, when requested with capable, qualified and physically fit Officers when and where they are required and with the appropriate license, and required U.S. Coast Guard documents for shipping in ample time to prevent any delay in the

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scheduled departure of any vessel operated by the Company. The term "physically fit" shall mean an Officer satisfactory to the Company doctor who examines Officers for employment, provided, however, if there is a disagreement between the Company's doctor and the Officer's doctor, concerning the Officer's physical fitness, then the medical advisor to the AMO Medical Plan shall make the final and binding decision. In no event shall any discrimination or dispute concerning an Officer's physical condition cause a delay in any vessel's scheduled departure. Where an Officer is required to incur unusual transportation expenses in connection with his physical examination because of the special needs of the Company, his transportation expenses will be reimbursed by the Company. Officers shall arrange for and take a USCG renewal physical every other year on their own account. Officers shall take a Company required physical in the intermediate years on the Company account, and the Officers shall be paid a \$250 stipend for a company required physical every other year.

C. The Company has the right to reject any and all Officers for assignment to its vessels whenever the Company determines their past record makes them unsuitable or they lack adequate cable ship experience. Except for the positions of Master, Chief Engineer, Chief Mate, First Officer, and First Assistant Engineer the determination of suitability or adequate experience is subject to Article II, Section 3 of the Agreement.

D. If, for any reason, the Union is unable to perform its undertaking as provided for in paragraph (B) of this Section within seventy two (72) hours, the Company may obtain Officers through any available source provided, such Officer shall be subject to and notified of the requirements of Article III, Section 2 of this Agreement. Nothing contained in this Agreement shall be construed as requiring the Company to discharge any Officer in good standing who is satisfactory to it, nor to prevent the transfer of any Deck Officer or Engineer holding permanent Company status to another vessel manned by the Company, provided the transfer is agreeable to the Officer and the Union.

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E. The special nature of the vessel and the services it provides make it necessary to amend the employment and hiring clauses of the Agreement so as to permit the Company to employ and assign additional personnel with specialized knowledge and skills to work aboard ship for purposes connected with cable work. Personnel so assigned for purposes of supervision, instruction, observation, testing, or other cable work shall be classified as Industrial Personnel and shall not be required to become members of the Union.

F. The personnel mentioned in Section (E) above shall perform the duties required of them by the Owner, Bareboat Charterer or Time Charterer acting through the office of the Master or by the Master. Such personnel shall not be assigned, except in the case of an emergency, to perform those duties normally required of and performed by the Officers responsible for the handling and safe navigation of the vessel, the operation of its propulsion machinery or the maintenance of the vessel.

Section 2 Membership

All Officers shall, on their thirty-first (31st) day of employment, be required to remain members or up to date applicant in good standing of the Union as a condition of continued employment, provided, however, the Company has no obligation to take any action, including termination, under this section until first notified by the Union that an Officer(s) has lost his good standing and that such Officer(s) has been afforded an opportunity to regain good standing status.

Section 3 - Discharge For Cause

A. An 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 reason for the discharge. Failure to furnish such written statement will presumptively establish that the Officer has been discharged

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without just cause. Such statement must be furnished to the National Vice President, Deep Sea at Union Headquarters if the Officer is not available.

B. Officers, who are entitled to recovery of wages in case of improper discharge as provided in 46 USC Section 10313, or who are entitled to wages as a result of improper continuance of a voyage after the expiration of Articles, pursuant to 46 USC Section 11106, shall be entitled to pursue their remedies under the arbitration provisions of this Agreement, provided the individual Officer involved agrees, in writing, that the Arbitration Award shall act as a complete and final substitute for any claim arising under those provisions. It is further agreed that the statutes and the interpretations thereunder shall be applied in the arbitration proceedings.

Section 4 - Passes

The Company agrees to issue passes to authorized representatives of the Union, mutually agreed upon, for the purposes of contacting its members aboard vessels manned by the Company. Such representatives, subject to the conditions printed in such passes, shall be allowed on board at any time, but the Union agrees that there shall be no interference with work by its representatives. In consideration of the issuance of such passes, the Union agrees to hold the Company harmless from any claim of loss, damage or liability for loss of life or injury occurring to or caused by a representative of the Union while such representative is on the property of or while on board a vessel owned or under a bareboat charter to or controlled by the Company.

Section 5 – Tour of Duty

The Company shall make reasonable efforts to maintain a 75-day tour of duty.

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Section 6 - Leave of Absence

A. Leaves of absence, requested at least thirty (30) days prior to its effective date, shall be granted to a requesting Officer not to exceed six (6) months provided that same is mutually agreed upon, in writing, between the Union and the Company and that the concerned Officer does not accept employment elsewhere. It is understood that Leaves of Absence for emergency reasons may be requested at any time.

B. Authorized leaves of absence, sick leave, FMLA leave, or other leaves of absence that come under the terms of this Agreement; or vacations, shall not affect the permanency of the affected Officer.

C. If a leave of absence is due to voluntary military service, notification should be provided to the Company as soon as possible, but notification should be provided no more than five (5) days application has been submitted. The Officer shall make best efforts to keep the Company informed on a regular basis regarding the status of the officer's application. The Officer will not lose his/her position if the orders are not received.

D. No more than two (2) leaves of absence shall be authorized within the duration of this agreement except for approved FMLA leave. A leave of absence shall not be taken to pursue other employment opportunities.

Section 7 - Discrimination

A. 1. Neither Party shall discriminate against any Officer because of any protected status under Federal Employment laws. This nondiscrimination policy shall include, but not be limited to, the following: employment, promotion, assignment, upgrading, transfer, layoff, demotion, termination, rates of pay and forms of compensation.

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2. Reference, herein, to the masculine gender also means the feminine gender.

B. The Company and the Union strongly believe that no Officer should be subjected to harassment because of being a member of any federal protected class under Federal Employment law, and such harassment will not be tolerated. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Complaints of an Officer's conduct or that of a Union or Company official, which could be considered sexual harassment in nature or other harassment as described above shall be brought directly and immediately to the attention of the Company, after which, with Union participation, a full investigation will be conducted and appropriate disciplinary action taken against the offender(s).

Section 8- Shipping Rules

Shipping Rules, promulgated by the Union, and in effect at the effective date of this Agreement, which are not inconsistent with the terms of this Agreement, shall be deemed part of and incorporated into this Agreement. Any changes to the Shipping Rules during the term of this Agreement shall not be deemed part of this Agreement unless and until the Company has agreed in writing to those changes.

Section 9- Shipping Articles

The Parties agree that the provisions of this Agreement shall be, and be deemed to be, incorporated in and part of the Shipping Articles. No Articles shall be for a duration in excess of

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six (6) months or what is allowed by the Maritime Labour Convention, whichever time period is lesser, without prior written consent of the Union.

ARTICLE IV

Section 1 - Economic Matters

All economic matters, including wages, shall be as provided in Appendix "A" which is attached and made part hereof.

"Operational" Monthly Base "Working" Wages and noted additional compensation rates of pay shall apply as follows:

- when the vessel is underway or loading/off-loading or internal transfer of cables, or 3 or more uncoiled cable bodies at any port, anchorage or to/from a vessel;
- when a vessel is at anchor or DP on standby and shore leave is not provided;
- when a vessel is bunkering; or
- when a vessel enters a scheduled or unscheduled refit period that may or may not include drydocking at a shipyard or repair of urgent critical equipment or mission critical equipment that will prohibit the departure of the vessel.

"In Port" Monthly Base "Working" Wages and noted additional compensation rates of pay shall apply at all other times.

During a project timeline for all vessels except vessels on a long-term Military Sealift Command (MSC) time charter, the vessel shall remain in operational status for all port calls of three (3) days or less.

During a project timeline for all vessels on a long-term Military Sealift Command (MSC) time charter, the vessel shall remain in operational status for all port calls of five (5) days or less.

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Operational Status Working Rates of Pay shall commence 24 hours prior to the day the vessel departs the dock/pier, it's mooring or anchorage, and proceeds directly to sea, and shall terminate at 2400 hours on the day the vessel is docked, moored or anchored after arriving directly from sea.

When in extended operations of more than 30 days, the minimum tour of duty shall be 30 days unless duly informed in writing by the Company prior to dispatch.

B. Wages shall commence on the day the Officers actually "turns to" aboard the vessel and as noted in Article V Section 11 of this Agreement.

C. At the direction of the Company, when transferred from one Company ship to another or from one port to another in the course of employment, Officers shall be paid regular wages and expenses incurred while so traveling and contributions for fringes shall be paid.

D. In the event the U.S. Coast Guard alters the type of Officer's license so that the new license shall cover two or more of the present ratings, the holder of the new license shall be entitled to the compensation applicable to the higher rating if the Officer is assigned the performance of the duties of said ratings.

E. If legislation is hereafter enacted under which any Officers, including Masters and Chief Engineers are held liable for oil pollution, or other environmental hazard, then in the absence of willful or gross negligence on their part, the Company shall be obligated to pay all costs of litigation in which the Officer is involved, reimburse the Officer for any fines or other levies which may be imposed and for all lost wages resulting from being involved in any such proceedings or being detained.

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F. It is agreed that the objective shall be that all monies owed to Officers for service performed shall be paid in a manner so that earnings for any particular calendar year can be charged as income by the Officer for such year. If this objective can be accomplished on a legal basis, the appropriate mechanisms shall be worked out to accomplish same. For this purpose, the Company shall give to an Officer upon his request, his maximum draws, slops and allotments under the law and a statement to such effect.

Section 2 - Unearned Wages: Plan Contributions

For the duration for which "unearned wages" are being paid to an Officer for a claimed injury or illness, the Company shall make contributions only to the AMO Medical, AMO Defined Contribution Plan, and AMO Pension Plan on behalf of such Officer.

Section 3 - Loss of Clothing

A. In the event a ship of the Company is lost, the Officer shall be recompensed for the loss of clothing in an amount for such loss not to exceed \$750.00.

B. In the event that personal effects of Officers 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 the sum of \$1,500.00.

Section 4 - Money Draw in Foreign Ports

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, Officer's advances shall be paid out the day before arrival in port. Upon request the Officers shall be granted advances at least once every five (5) days, except on Saturdays and Sundays and

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Holidays, while the vessel is in port. Such advances shall be made available to the Officers not later than 1600. Maximum draws shall be limited to \$2,500 per draw unless extenuating circumstances can be represented.

Section 5 - Vacation

- A. Officers shall receive days of paid vacation for shipboard employment as noted in Appendix "A" which is attached and made part hereof.
- B. Because of the unusual nature of the vessel's cable functions, Officers shall make reasonable efforts to coordinate the scheduling of vacations with operational requirements of their vessel.
- C. It is agreed that, at the discretion of the Company, Officers' scheduled vacations may be deferred when such deferral is required to affect the completion of a cable project or program.

Section 6 - Uniforms

The Parties agree that the company shall have the right to establish a "Uniform" policy and such Policy shall be agreed upon by the parties.

The Company shall reimburse permanent Officers the cost of safety boots in accordance with Appendix A.

Section 7 - Short Notice Ship Activations

Whenever a vessel, on standby in port under the Company's maintenance agreement, is activated under the 24 hour notice as provided in said maintenance agreement, the Company shall immediately and simultaneously call all Officers permanently assigned to the vessel who are off rotation requesting their immediate departure for the vessel, and the Union Dispatch

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Department. Officers, of the equivalent ratings, permanently assigned to other vessels in this fleet shall be called to fill the still existing vacancies that may delay the vessel's departure. Such permanently assigned Officers must then report to the vessel in the most effective and expedient method possible. Such permanently assigned Officers refusing or failing to timely report, unless such refusal or failure is due to circumstances beyond their control or due to a bona fide proven personal emergency, may lose their permanent assignment and the right to participate in any programs offered to qualifying Officers.

In order to ensure that sufficient Officers are available to prevent a delay in the vessel's departure during times noted in the above paragraph, the Union will provide 24 hours a day assistance and provide the company with after-hours contact numbers of the Dispatcher and National Vice President, Deep Sea, and other Officials as needed.

ARTICLE V

Section 1 - Sailing Board

A. When sea watches are set, Officers shall be required to report on board and be available for duty not less than one (1) hour before the time posted on the sailing board. The sailing time shall be posted at the gangway one (1) hour after arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to scheduled sailing if before midnight. If scheduled sailing is between midnight and 0800, sailing time shall be posted not later than 1700. When a vessel arrives on a weekend between 1700 Friday and 0800 Monday and is scheduled to sail prior to 0800 Monday, the sailing board shall be posted not later than two (2) hours after arrival. The sailing board shall be posted no later than 1700 on Friday when a vessel is scheduled to sail on a weekend between 1700 Friday and 0800 Monday. If the vessel's departure is delayed and the delay is due to the loading

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of stores or bunkers, the new time of departure shall promptly be posted on the board and if such delay exceeds two (2) hours, the watch off duty shall be dismissed. However, if an emergency arises during a voyage requiring the vessel to put to sea immediately, the sailing time shall be posted, insofar as practicable, within four (4) hours of such sailing.

B. Officers, in emergency situations described above, shall report aboard and be available for duty at least one full hour before sailing. In the event the full complement fails to report, it shall be left to the judgment of the Master that a sufficient crew is on board to properly man the vessel and put to sea.

Section 2 - Launch Service and Shore Leave

When a vessel arrives at a safe port anchorage for a stay of more than eight (8) hours, the employers shall furnish launch service, one round trip to shore daily when weather permits and when regular service is available. Such launch shall be made available to all vessel personnel.

A. Shore leave during a pandemic or epidemic

Unless prohibited by local government restrictions, all Officers who are fully vaccinated by a CDC recognized protocol shall be granted shore leave when not on watch or daywork. Any fully vaccinated Officer who is not on watch or daywork and entitled to shore leave but is required to remain on board a vessel in a safe port or when the vessel is alongside the dock or at a safe anchorage and launch service is available, shall receive premium pay for all such time that the fully vaccinated Officer is not on watch or daywork and deprived of shore leave up to a maximum of five (5) hours per day.

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Any Officer who is not fully vaccinated by a CDC recognized protocol shall not be granted shore leave in a safe port and shall not be paid premium pay for all such hours the officer is off watch or daywork and denied shore leave.

B. Shore leave during all other circumstances

Unless prohibited by local government restrictions, Officers who are off duty and are entitled to shore leave but are required to remain on board a vessel in a safe port or when the vessel is alongside the dock or at a safe anchorage and launch service is available, shall receive premium time for all such time that the Officer is not on watch or daywork and deprived of shore leave up to a maximum of five (5) hours per day.

C. In all circumstances above, where local Government restrictions prohibit shore leave, such orders or restrictions must be in writing from proper shore authorities and entry made in the ship's log book. Under the above circumstances the company shall produce and post a copy of the Government restriction order when the order denying shore leave is issued. If it is not possible to get a copy of such restrictions order, the Master will prepare a letter stating the terms of the restriction for presentation to either the agent of the Government or Military, and once such agent signs a copy of the letter acknowledging that it is correct and returns it to the Master, this will be ample proof of such restrictions. It is incumbent upon the Master to show the Union a copy of such letter and post it together with the order denying shore leave. A letter from the company's agent or the unsupported statement of the Master will not suffice.

A port or berth will be considered safe when, "in the relevant period of time, the particular ship can reach it, use it, and return from it without, in the absence of some abnormal occurrence, being exposed to danger which cannot be avoided by good navigation and seamanship". Abnormal occurrence shall include but not be limited to:

- sandbanks and shallows

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- obstructions such as wrecks
- an inadequate system at the port (such as weather warnings, mooring facilities and tug availability) to leave the port when weather conditions make it unsafe for the vessel to remain at berth
- a government imposed restriction in a foreign port
- a USCG Captain of the Port restriction in a US port
- being in a war zone, combat zone, or imminent danger zone
- losses due to inordinate delay caused by temporary and permanent obstructions

Section 3 - Emergency Duties and Drills

No extra compensation shall be allowed for participation in fire, lifeboat or other drills at any time or for any emergency work performed necessary for the safety of the vessel crew or cargo, or the saving of life aboard another vessel in jeopardy. It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays or holidays in ports or at sea. All officers shall be required to attend all drills at all times whether on or off duty without exception unless authorized in advance by the Master.

Section 4 - Holidays

A. The following shall be recognized as Holidays:

- | | |
|----------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Birthday | Columbus Day |
| Presidents' Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

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

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B. Such holidays falling on Saturday or Sunday, at sea or in port, will be observed on the following Monday. When a vessel is in a United States port on a General Election day, Officers who are qualified registered voters in such port shall be afforded two (2) hours to vote.

Section 5 - Subsistence and Room Allowance

A. Room and subsistence allowance in port, unless otherwise specifically provided for, shall be an established rate of \$54.00 per day for subsistence and \$60.00 per night for room allowances on lodging claims in port. The subsistence allowance shall be allocated as follows: \$13.00 for breakfast, \$15.00 for lunch and \$26.00 for dinner. These respective amounts may be adjusted to meet reasonable expenses incurred when substantiated by vouchers. The standard of reasonableness for the respective ports will be established by mutual agreement between the Parties.

B. Room allowance shall be paid at \$60 per night when vessel is in port or \$25 per night when the vessel is at sea and the following conditions exist:

1. When heat is not furnished in cold weather. On air-conditioned vessels, when the room temperature is seventy-eight degrees (78°) or above, and the air conditioning unit does not work in excess of eight (8) hours.
2. When hot water is not available in the Officer's quarters for a period of twelve (12) or more consecutive hours after appropriate relief has been requested of the Master, Chief Engineer or Senior Watch Officer, and not satisfied, and if the Officer actually goes ashore if in port.
3. When the Officer's quarters have been painted and paint is not absolutely dry and odor free and other suitable quarters are not furnished aboard after appropriate relief has been

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requested of the Master, Chief Engineer or Senior Watch Officer, and not satisfied, and if the Officer actually goes ashore if in port.

4. At all times when vessel is in dry-dock overnight, unless lodging with all facilities including heat, light, hot and cold running water and sanitary facilities are provided aboard the vessel.

5. When linen is not furnished upon the Officer's request prior to 1800 on the day the Officer joins the vessel.

6. When vessel is being fumigated and not cleared before 2100.

7. In port or at sea when repair work such as chipping, welding, riveting, hammering and/or pounding or other noises of similar nature is being performed on ship or on dock (excluding cable operations) in or around Officer's quarters during off duty hours, the Officers shall be entitled to lodging allowance if the Officer has notified the Master or Chief Engineer that such conditions exists, and it is impossible for the Master or Chief Engineer to arrange other comparable quarters away from the noise and the Officer actually goes ashore if in port.

Section 6 - Quarters

A. Officer's quarters shall be kept separate from those furnished for unlicensed members of the crew. Each Officer shall have his own individual stateroom. All Officer's quarters shall be properly equipped with fresh hot and cold running water, cleaned, heated and lighted at all times during occupancy. Each vessel shall provide a washroom for the use of the Officer only. This washroom is to be equipped with fresh hot and cold running water and fresh water shower facilities, as well as sanitary drainage.

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B. Clean bed linen will be provided weekly and in non-air conditioned vessels in the tropics, twice a week. When linen is not changed as indicated, each Officer shall be compensated by two hours premium pay for each week (or half-week, where appropriate). The Officer shall also receive an adequate supply of towels and blankets of good quality and adequate size.

C. Only Officers, Company Officials, and port Officials may use Officer's Recreation Room.

Section 7 - Meals

Meals for Officers shall be served over a one hour period and a reasonable time of at least one-half hour shall be allowed for each meal in all cases where the Officer is late not due to his own fault.

Section 8 - Vessel Out of Commission

A. When a vessel is inactive in a U.S. Port for any reason and the Officers are laid off, said Officers shall receive upgradeable economy class air transportation in accordance with Article V Section 11 back to their home. In the event an Officer returns to the vessel at the Company's request after the lay-off, he shall receive such transportation back to the vessel.

B. When Officers are employed on vessels out of commission, one (1) Deck Officer and one (1) Engineer shall receive their pay and subsistence, including room allowance, as that of a Master and Chief Engineer respectively so long as they possess the appropriate license for the position and any other Officer employed shall be paid at the rate prescribed and for the rating and capacity in which he is acting for the period in which he so acts. The Company shall, at all times, have the privilege of determining the number of Officers to be so employed.

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C. A new construction vessel shall be considered "in commission" when receiving power from its own plant. After a Company accepts delivery of a vessel and the vessel is still in the shipyard or if it is in the shipyard for any reason thereafter, a full complement of Officers as defined by and within the constraints of Article 1 Section 4, shall be employed anytime the vessel uses power from its own plant, other than power that would ordinarily be supplied by the emergency generators, or when the power is raised for purposes of testing.

Section 9 - Full Complement While In Commission

A. No Officer shall be laid-off without pay over Saturday, Sunday or a Holiday and a full complement of Officers shall be employed at all times while the vessel is in commission, except when a vacancy occurs other than through the temporary laying off of an Officer without pay.

B. For the safety of the crew, vessel or her equipment, the Officer in charge of the watch while the vessel is being navigated shall not be permitted to do work that takes him away from the Bridge for Deck Officers or the Engine Room for the Engineers.

Section 10 - Reduction and Retention of Crew

A. It is agreed that the vessel will operate with a reduced complement of Officers during inactive periods between voyages, and that reduction of the Officers to port status is a legitimate reason for release of those Officers who are not required. The number of Officers to be retained during the inactive periods and the selection of the particular Officer(s) to be so retained shall be made by the Company.

B. At the end of each voyage, or, at the termination of an approved leave of absence, including leaves for vacation purposes, the Company may at its discretion, re-employ any of its permanently assigned Officers who are experienced in cable work.

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Section 11 - Transportation

- A. 1. The Company shall provide upgradeable economy class air transportation to and from an Officer's home (located in the United States, or international point of departure) when joining and when leaving the vessel, provided the difference between the upgradeable and non-upgradeable fare is no more than \$100 for domestic flights or \$300 for international flights and if an upgradeable ticket is available. When joining the vessel, business class air transportation shall be provided to Masters, Chief Engineers, Chief Officers, and First Assistant Engineers for single flights greater than six (6) hours duration. The cost of such business class ticket shall not exceed \$4,000.00. Masters, Chief Engineers, Chief Officers, and First Assistant Engineers electing to travel coach class in lieu of business class shall be entitled to a taxable travel savings payment \$750.00. Coach class air transportation shall be provided to Masters, Chief Engineers, Chief Officers, and First Assistant Engineers when leaving the vessel.
2. Officers, who are required to join a vessel in ports other than those in the Continental United States shall receive a day's pay (Monthly Base Working Wage divided by 30) commencing on the day they board the plane until the day they "turn to" on the vessel. Officers departing a vessel in a foreign port shall receive a day's pay (Monthly Base Working Wage divided by 30) for each 24 hours of travel from the time the Officer departs the vessel until he returns home.
3. The company will use reasonable efforts to provide air transportation via the most direct and expedient route available on the day the Officers are to travel.
4. In addition to the above, Officers shall be reimbursed reasonable expenses from the officer's home to the vessel when joining and from the vessel to the officer's home when departing the vessel.

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5. Officers electing to receive cash in lieu of upgradeable economy class air transportation in accordance with subsection A.1 shall receive the cash equivalent of the amount that would have been paid by the Company for such travel, taxi fare when departing the vessel, and wages (Operational Monthly Base Working Wage divided by 30) based upon the travel duration of the flight on which the Cash Equivalent is based. The cash equivalent of this transportation will be paid as additional wages, which are taxable under IRS Regulations. Officers electing to receive cash in lieu of upgradeable economy class air transportation in accordance with subsection A.1 shall sign a release form that relieves the Company of their obligation to arrange and pay for repatriation travel expenses.

6. Officers electing to drive their own personal vehicle when embarking or disembarking a vessel shall receive a mileage reimbursement from the officer's home of record to the vessel at the established IRS rate at the time of such travel. Officers shall also be reimbursed tolls. Total mileage reimbursement and toll costs shall not exceed the equivalent upgradeable economy class air transportation in accordance with subsection A.1.

B. On vessels where Articles in excess of four (4) months are signed, those Officers who complete four (4) continuous months of employment whether on one ship or multiple ships due to transfers, upon their request for relief be furnished transportation in accordance with (A) above. The provision is applicable without regard to the expiration date of said Articles.

Section 12 - Duties and Work Hours

A. It is understood that, in addition to their regular duties, all Officers covered herein, without exception, for purposes of supervising the following: loading, discharging, handling, picking up, and repairing cable, repeaters, cable equipment, and gear, to, from and between the vessel, cable factories, depots, piers, docks, or other places, and other vessels, boats or barges, shall at all

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times including Saturdays, Sundays and Holidays if and as required and directed by the Master or Officer in charge shall:

1. Render mutual assistance in performing duties aboard the vessel;
2. Serve aboard any other vessels, boats, or barges engaged in performing cable work or ashore in connection therewith;
3. Work in concert with (a) workers at cable factories, depots, piers, docks, or other places and crews of any other vessel, boat or barge, and (b) contract longshore laborers either aboard or ashore.

B. It is agreed that cable systems including cable, repeaters and equipment shall not be considered cargo and, further, that cable tanks, cordage tanks, buoy holds and the like shall not be considered cargo space. It is also agreed that loading, payout, turnover, pick up, and transfer of cable shall not be considered cargo loading, handling, and discharge and that the ordinary hazards associated with cable work shall not be considered as unsafe working conditions. Cable work shall be considered to include all of the foregoing items of work in this subparagraph (b) and also the handling of cable equipment, gear, dunnage, machinery and stores, and hatches over cable machinery, cable tanks, and taut wire reel and other cable gear stowage spaces.

C. Work to be performed by Officers shall be as traditionally dictated by the job for which they were employed plus any other additional work required by the Master or Chief Engineer, as the case may be, commensurate with the Officer's rating.

D. Deck Officers that have attended advanced DP (Dynamic Positioning) Training Class shall receive a monthly DP allowance provided in Appendix "A" while employed aboard the vessel in addition to their Monthly Working Base Wage. Deck Officers that have a DP Operators Certificate

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shall receive a monthly DP allowance provided in Appendix "A" while employed aboard the vessel in addition to their Monthly Working Base Wage. Payment of the DP allowance shall commence upon submission of a completed application for DP certification or a DPO certificate from the Nautical Institute or other recognized authority.

Section 13 - Maintenance and Cure

A. When an Officer is under legitimate out-patient treatment it is agreed that in adjusting maintenance and cure, the Company will compensate the man concerned at the rate of sixteen dollars (\$16.00) per day. Maintenance and Cure shall not be withheld in any case merely because a claimant has also submitted a claim for damages or has filed suit thereof or is taking steps to that end. It is the sole responsibility of the Officer to provide proof to the company that he is under the care of a physician on an out-patient basis.

B. The payment of Maintenance and Cure, or unearned wages, when denied, may be taken up on its merits, under the grievance provisions of Article II, Section 3 of this Agreement, provided a reasonable period of time has been allowed to the Company to ascertain the facts involved, and no such issue may be submitted to arbitration unless the individual Officer involved agrees that the Arbitration Award shall act as a complete and final substitute of any claim for Maintenance and Cure or unearned wages, and also to provide that initiation of suit of Maintenance and Cure will not preclude presentation of grievance for arbitration if the Officer agrees that such arbitration will be the final adjudication.

C. The sole fact an Officer has made a claim resulting from Maintenance and Cure, unearned wages or for damages, illness or injury, shall not constitute just cause for discharging or denial of reinstatement where otherwise required under the Agreement.

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Section 14 - War Zone

In case the vessel transits through or conducts operations within war risk waters as defined by the Company's insurance underwriters, the Officers shall be entitled to bonus payments of \$7.00 per day calculated from the date the vessel enters and exits said war risk waters.

Section 15 - International Date Line

If a vessel crosses the International Date Line from East to West, and a holiday is lost, all Officers shall observe the holiday on the following day. However, in crossing the International Date Line from West to East, if an extra holiday is picked up, only the first such day shall be observed as the holiday.

Section 16 - Security Clearance Policy

- A. In order for the company to have an opportunity to provide services to agencies which require, by law or regulation, security Clearances for Officer(s), all permanently assigned Officers shall be required to submit to a government Security Clearance investigation or other government background check for the level of Clearance or authorization required to secure the work for a covered vessel.
- B. If a currently assigned Officer is denied clearance or authorization, for any reason, after a government background investigation, the Company shall make every effort to employ that Officer on another covered vessel when said Officer's vessel is engaged in a project requiring such Security Clearances or authorizations.
- C. When referred for a permanent assignment, an Officer shall not be assigned such status until and unless such referred Officer is granted a Security Clearance or authorization by the government.

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D. Permanently assigned Officers who refuse to submit to a Security Clearance or authorization investigation shall lose their permanently assigned status with the Company.

E. Periodically, as required by law, Officers holding Security Clearances or authorizations must reapply for same.

F. The Company will pay all costs associated with obtaining a Security Clearance or authorization.

ARTICLE VI

Section 1 - Sales & Transfers and Severance

Sales & Transfers

The Company shall give the Union no less than thirty (30) days written notice of its intention to sell, transfer, re-crewed without AMO officers or otherwise dispose of any of the vessels under this agreement.

Severance

An officer who has made at least one (1) tour of duty with the Company and returned for his/her second tour and was last employed on a vessel being sold, transferred, disposed or re-crewed without AMO officers shall receive severance in the form of one (1) 75-day rotation. Half of the 75-day severance shall be on "In Port" compensation and half shall be payable on "Operational" compensation. Compensation shall include working base wages, In Port/Operational allowance, DP allowance (if applicable), Engine Officer Cable Machinery Training Matrix (if applicable), and vacation pay.

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Section 2 - RFP Bidding

- A. When responding to a Request for Proposal (RFP) along with other AMO contracted companies, the Company agrees to include in its response, at a minimum, the wage and benefit package developed by the Union for such RFP.
- B. The Union agrees not to provide a more favorable wage and benefit package to AMO contracted companies competing in an RFP in which the Company is competing.
- C. The Union agrees to give due consideration to any suggestion of the Company when developing the wage and benefit package for a RFP in which the Company is competing.

Section 3 - P&I Claims

The Parties, hereto, agree to continue an aggressive effort to establish a non-litigious program for the resolution of P&I claims filed by an Officer which will lead to an early mutually acceptable settlement between the Officer and Company.

Section 4 - Mandatory Training

A. The Parties agree that with highly sophisticated vessels and the scope of new laws regarding safety at sea, spills, etc., continuing education and training is necessary for Officers of all ratings. It is further agreed that the Company shall, in cooperation with other Union contracted companies develop a list of education/training courses to be provided at the STAR Center in which Officers attendance will be mandatory as a condition of continued employment. Upon completion of the Company initiated list, the Parties shall meet and agree on the list scheduling and associated costs (transportation, wages, etc.) if any.

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B. In the performance of their duties under this agreement Officers shall at all times comply with all laws as well as Company's Guide to Ethical Conduct. A copy of the guide will be provided upon vessel sign on.

Section 5 - Officers Training During In Port Status

The Company may, at its discretion, allow Officers employed while the vessel is in "In Port Status" to attend training with full pay and benefit contributions continuing during such training, provided that such training shall not exceed two (2) weeks, and the Company shall not be required to fill the position during such training period. It is understood and agreed that such Officer shall immediately return to the vessel of assignment if activated.

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ARTICLE VII

Duration of Agreement

This Agreement shall remain in full force and effect commencing on July 1, 2021, through June 30, 2024 and continue year to year thereafter unless one Party notifies the other of its intent to renegotiate this Agreement. Such notice must be in writing and must be no less than sixty (60) days prior to the original, or, as the case may be, the extended termination date of this Agreement.

AGREED TO THIS 1st DAY OF JULY, 2021.

Transoceanic Cable Ship Company, LLC

American Maritime Officers

DocuSigned by:
C. Carobene
A5DBC138FD09462...

Christopher S. Carobene
Vice President, Marine Services

Captain Willie Barrere
National Executive Vice President

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**APPENDIX "A"
(ECONOMIC MATTERS)
TCSC/AMO
2021**

I. Wages

A. Effective July 1, 2021, the following wages shall be paid:

		Monthly Base Working Wage	Monthly Benefit Wage	Monthly Nonwatch Allowance	Monthly Port/Operational Allowance
In Port	Master	\$15,851.40	\$12,384.25	\$3,467.18	\$2,579.90
In Port	Chief Officer	12,701.42	6,316.43	1,812.49	459.46
In Port	1 st Officer	11,721.26	5,860.60	1,640.84	
In Port	2 nd Officer	10,973.13	5,486.55	1,536.21	
In Port	3 rd Officer	9,834.98	4,592.25	1,250.50	
In Port	Chief Eng.	15,380.79	12,148.94	3,231.87	2,579.90
In Port	1 st Asst.	12,701.42	6,316.43	1,812.49	459.46
In Port	2 nd Asst.	10,973.13	5,486.55	1,536.21	
In Port	3 rd Asst.	9,834.98	4,592.25	1,250.50	
Operational	Master	\$15,851.40	\$12,384.25	\$3,467.18	\$10,319.21
Operational	Chief Officer	14,475.12	6,316.43	1,812.49	5,107.49
Operational	1 st Officer	13,479.44	5,860.60	1,640.84	293.04
Operational	2 nd Officer	12,619.11	5,486.55	1,536.21	274.33
Operational	3 rd Officer	11,310.27	4,592.25	1,250.50	245.89
Operational	Chief Eng.	15,380.79	12,148.94	3,231.87	\$10,319.21
Operational	1 st Asst.	14,475.12	6,316.43	1,812.49	5,107.49
Operational	2 nd Asst.	12,619.11	5,486.55	1,536.21	274.33
Operational	3 rd Asst.	11,310.27	4,592.25	1,250.50	245.89

Masters and Chief Engineers shall receive \$213.73 for each in and out of port.

Premium Pay Hourly Rate:	\$18.53
DP Allowance (daily):	\$11.43
Full Certified DPO (daily):	\$22.86
In Port Duty Engineer Pay (per day):	\$53.86
In Port Security Watch ROS only (per day):	\$53.86
At Sea in Transit Duty Engineer Pay (per day):	\$20.00

"Reduced Operating Status (ROS)" shall be when the vessel is in port, in an inactive status and crewed with only two (2) Deck Officers and two (2) Engine officers.

The Monthly Base "Working" Wage is an all inclusive rate, (except, as otherwise provided herein), regardless of the number of hours worked and commences on the day the Officer actually "turns to" aboard the vessel.

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"Operational" Monthly Base "Working" Wages and noted additional compensation rates of pay shall apply as follows:

- when the vessel is underway or loading/off-loading or internal transfer of cables, or 3 or more uncoiled cable bodies at any port, anchorage or to/from a vessel;
- when a vessel is at anchor or DP on standby and shore leave is not provided;
- when a vessel is bunkering; or
- when a vessel enters a scheduled or unscheduled refit period that may or may not include drydocking at a shipyard or repair of urgent critical equipment or mission critical equipment that will prohibit the departure of the vessel.

"In Port" Monthly Base "Working" Wages and noted additional compensation rates of pay shall apply at all other times.

Operational Status Working Rates of Pay shall commence 24 hours prior to the day the vessel departs the dock/pier, it's mooring or anchorage, and proceeds directly to sea, and shall terminate at 2400 hours on the day the vessel is docked, moored or anchored after arriving directly from sea.

During a project timeline for all vessels except vessels on a long-term Military Sealift Command (MSC) time charter, the vessel shall remain in operational status for all port calls of three (3) days or less.

During a project timeline for all vessels on a long-term Military Sealift Command (MSC) time charter, the vessel shall remain in operational status for all port calls of five (5) days or less.

The NWA shall be added to the Monthly "Benefit" Base only for the calculation of vacation and MPB benefits.

The calculation of basic monthly and daily wages are shown for reference in the following examples:

Note: For these examples wage table A above is utilized and they are intended to show basic examples of monthly wages and do not include any additional amounts the Officer may be entitled to under the provisions of this contract.

For Junior Officers a 3rd Asst. Engineer is used for the example.

Monthly base working wage for the 3rd Asst. Eng. while aboard the Vessel IN PORT as defined in this contract is \$9,834.98 a month or \$327.83/day. If the Vessel is in OPERATIONAL Status as defined in this contract the total wages are increased to \$11,556.16 a month or \$385.21/day. This includes an increase in monthly base working wage to \$11,310.27 or \$377.01/day plus an operational allowance of \$245.89 a month or 8.20/day.

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To calculate the 3rd Asst. Eng. Vacation benefit, the Monthly Benefit wage of \$4,592.25 is added to the Monthly Non-watch Allowance of \$1,250.50 for a total of \$5,842.75. Vacation is paid at the rate of 25 days for every 30 days worked. As such, divide \$5,842.75 by 30 to get \$194.76 and multiply by 25 to get monthly benefit of \$4,868.96 or \$162.30/day for each day aboard vessel.

For a Senior Officer a Master is used for the example.

Monthly base wage for the Master IN PORT is \$18,431.30 and includes both the Monthly base working wage of \$15,851.40 and the Monthly port allowance of \$2,579.90. If the Vessel is in OPERATIONAL Status as defined in this contract the total wages are increased to \$26,170.61 or \$872.35/day. This includes the monthly base working wage of \$15,851.40 plus an operational allowance of \$10,319.21 a month.

To calculate the Master's Vacation benefit, the Monthly Benefit wage of \$12,384.25 is added to the Monthly Nonwatch Allowance of \$3,467.18 for a total of \$15,851.43. Vacation is paid at the rate of 25 days for every 30 days worked. As such, divide \$15,851.43 by 30 to get \$528.38 and multiply by 25 to get monthly benefit of \$13,290.53 or \$440.32/day for each day aboard vessel.

Note: As stated in this contract there is no duplication of contributions for routine reliefs. Routine Reliefs is defined as when the relieving Officer and the relieved Officer turn over responsibility of their assignment on the day the relieving Officer turns to aboard ship. The benefits for the routine relief day are assigned to the officer that is being relieved and signing off the vessel. As such, all Officers are reduced one day of vacation for the day joining vessel when there is a turnover with another Officer who is being paid wages and benefits for that day. Such deduction is to be made only for non-continuous pay periods. If an officer is signing on to a vessel and there is no officer being relieved, the benefits are assigned to the officer joining the vessel and the vacation plan will not deduct a day of vacation.

The Hourly Premium Rate with regard to "Restriction to Ship" shall not apply when the vessel is in "Operational" Status.

B. Effective July 1, 2023, the following wages shall be paid:

		Monthly Base Working Wage	Monthly Benefit Wage	Monthly Nonwatch Allowance	Monthly Port/Operational Allowance
In Port	Master	\$16,089.17	\$12,570.01	\$3,519.19	\$2,618.60
In Port	Chief Officer	12,891.94	6,411.18	1,839.68	466.35
In Port	1 st Officer	11,897.08	5,948.51	1,665.45	
In Port	2 nd Officer	11,137.73	5,568.85	1,559.25	
In Port	3 rd Officer	9,982.50	4,661.13	1,269.26	
In Port	Chief Eng.	15,611.50	12,331.17	3,280.35	2,618.60
In Port	1 st Asst.	12,891.94	6,411.18	1,839.68	466.35
In Port	2 nd Asst.	11,137.73	5,568.85	1,559.25	
In Port	3 rd Asst.	9,982.50	4,661.13	1,269.26	

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Operational	Master	\$16,089.17	\$12,570.01	\$3,519.19	\$10,474.00
Operational	Chief Officer	14,692.25	6,411.18	1,839.68	5,184.10
Operational	1 st Officer	13,681.63	5,948.51	1,665.45	297.44
Operational	2 nd Officer	12,808.40	5,568.85	1,559.25	278.44
Operational	3 rd Officer	11,479.92	4,661.13	1,269.26	249.58
Operational	Chief Eng.	15,611.50	12,331.17	3,280.35	\$10,474.00
Operational	1 st Asst.	14,692.25	6,411.18	1,839.68	5,184.10
Operational	2 nd Asst.	12,808.40	5,568.85	1,559.25	278.44
Operational	3 rd Asst.	11,479.92	4,661.13	1,269.26	249.58

Masters and Chief Engineers shall receive \$216.94 for each in and out of port.

Premium Pay Hourly Rate:	\$18.81
DP Allowance (daily):	\$11.60
Full Certified DPO (daily):	\$23.20
In Port Duty Engineer Pay (per day):	\$54.67
In Port Security Watch ROS only (per day):	\$54.67
At Sea In Transit Duty Engineer Pay (per day):	\$20.30

Officers sailing as First Officers, Second Mates, or Second Assistant Engineers and holding a Chief Mate, First Assistant Engineer or higher license shall receive an additional twenty-five dollars (\$25.00) for each day of shipboard employment.

For the purpose of calculating defined contribution benefits, the Officers' earned Monthly Benefit Wage shall be used to calculate benefits for all shipboard and vacation days.

II. Vacation Entitlement

Officers shall be entitled to twenty-five (25) days of paid vacation for every thirty (30) days of employment.

III. Holidays

A. The following shall be recognized as Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

Officers shall receive an additional day's pay for each holiday worked at the Daily Base Working Wage (Monthly Base Working Wage divided by 30).

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B. Such holidays falling on Saturday or Sunday, at sea or in port, will be observed on the following Monday. When a vessel is in a United States port on a General Election day, Officers who are qualified registered voters in such port shall be afforded two (2) hours to vote.

IV. Engine Officer Cable Machinery Training Matrix Book

Upon completion of cable handling equipment module and Chief Engineer on-board assessment, engineers shall receive an additional payment equivalent to the applicable DP Allowance rate. Upon completion of entire book and Chief Engineer on-board assessment test, engineers shall receive an additional payment equivalent to the applicable Full Certified DPO rate.

V. Duty Engineer

In port, any Officer who is assigned "Duty Engineer" responsibilities between the hours of 1700 to 0800 shall receive, in addition to the Monthly Base Working Wage, the applicable Duty Engineer Pay, payable to one (1) Officer per day.

VI. Safety Shoes

Officers shall be reimbursed up to \$150 per year for work boots.

VII. Office Rotations

During office rotations, Officers shall receive wages and benefits at the rating and qualifications the officer was last employed on the vessel. The Company shall pay room and subsistence during such time periods unless other accommodations are made and agreed to by the Parties. Officers shall only be required to work during normal business hours Monday through Friday unless otherwise agreed to by the Parties and paid accordingly.

VIII. Missing Man

When a vessel is operating at a manning level less than that required by the COI or Minimum Safe Manning Certificate, the missing man's wages shall be divided amongst the Officers doing the additional work caused by the missing Officer.

IX. AMO Money Purchase Benefits (MPB) Plan

Company shall contribute four (4%) percent of Benefit Base Wages plus NWA for all shipboard days into the AMO Money Purchase Benefit Plan (MPB). MPB contributions shall be suspended December 31, 2021.

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X. AMO 401(k) Plan

The Company shall remain party to the AMO 401(k) Plan. Effective January 1, 2022 the Company shall match employee 401(k) contributions as follows:

The company will make matching contributions for each participating 401(k) Plan employee in an amount equal to 50% of the participating employee's shipboard contribution up to a maximum of 8% of a participating employee's shipboard compensation. Company contributions are limited to a maximum of 4% of a participating employee's shipboard compensation.

XI. Duration

The parties agree this new Economic Matters provision of the Agreement shall become effective July 1, 2021 and remain in full force and effect through June 30, 2024.

AGREED TO THIS 1st DAY OF JULY 2021.

Transoceanic Cable Ship Company LLC

DocuSigned by:
C. Carobene
A5DBC138FD09462

Christopher S. Carobene
Vice President, Marine Services

American Maritime Officers

Captain Willie Barrere
National Executive Vice President



APPENDIX "A"
(ECONOMIC MATTERS)
TCSC/AMO
2021

I. Wages

A. Effective July 1, 2021, the following wages shall be paid:

		Monthly Base Working Wage	Monthly Benefit Wage	Monthly Nonwatch Allowance	Monthly Port/Operational Allowance
In Port	Master	\$15,851.40	\$12,384.25	\$3,467.18	\$2,579.90
In Port	Chief Officer	12,701.42	6,316.43	1,812.49	459.46
In Port	1 st Officer	11,721.26	5,860.60	1,640.84	
In Port	2 nd Officer	10,973.13	5,486.55	1,536.21	
In Port	3 rd Officer	9,834.98	4,592.25	1,250.50	
In Port	Chief Eng.	15,380.79	12,148.94	3,231.87	2,579.90
In Port	1 st Asst.	12,701.42	6,316.43	1,812.49	459.46
In Port	2 nd Asst.	10,973.13	5,486.55	1,536.21	
In Port	3 rd Asst.	9,834.98	4,592.25	1,250.50	
Operational	Master	\$15,851.40	\$12,384.25	\$3,467.18	\$10,319.21
Operational	Chief Officer	14,475.12	6,316.43	1,812.49	5,107.49
Operational	1 st Officer	13,479.44	5,860.60	1,640.84	293.04
Operational	2 nd Officer	12,619.11	5,486.55	1,536.21	274.33
Operational	3 rd Officer	11,310.27	4,592.25	1,250.50	245.89
Operational	Chief Eng.	15,380.79	12,148.94	3,231.87	\$10,319.21
Operational	1 st Asst.	14,475.12	6,316.43	1,812.49	5,107.49
Operational	2 nd Asst.	12,619.11	5,486.55	1,536.21	274.33
Operational	3 rd Asst.	11,310.27	4,592.25	1,250.50	245.89

Masters and Chief Engineers shall receive \$213.73 for each in and out of port.

Premium Pay Hourly Rate:	\$18.53
DP Allowance (daily):	\$11.43
Full Certified DPO (daily):	\$22.86
In Port Duty Engineer Pay (per day):	\$53.86
In Port Security Watch ROS only (per day):	\$53.86
At Sea in Transit Duty Engineer Pay (per day):	\$20.00

"Reduced Operating Status (ROS)" shall be when the vessel is in port, in an inactive status and crewed with only two (2) Deck Officers and two (2) Engine officers.

The Monthly Base "Working" Wage is an all inclusive rate, (except, as otherwise provided herein), regardless of the number of hours worked and commences on the day the Officer actually "turns to" aboard the vessel.

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"Operational" Monthly Base "Working" Wages and noted additional compensation rates of pay shall apply as follows:

when the vessel is underway or loading/off-loading or internal transfer of cables, or 3 or more uncoiled cable bodies at any port, anchorage or to/from a vessel;
when a vessel is at anchor or DP on standby and shore leave is not provided;
when a vessel is bunkering; or
when a vessel enters a scheduled or unscheduled refit period that may or may not include drydocking at a shipyard or repair of urgent critical equipment or mission critical equipment that will prohibit the departure of the vessel.

"In Port" Monthly Base "Working" Wages and noted additional compensation rates of pay shall apply at all other times.

Operational Status Working Rates of Pay shall commence 24 hours prior to the day the vessel departs the dock/pier, it's mooring or anchorage, and proceeds directly to sea, and shall terminate at 2400 hours on the day the vessel is docked, moored or anchored after arriving directly from sea.

During a project timeline for all vessels except vessels on a long-term Military Sealift Command (MSC) time charter, the vessel shall remain in operational status for all port calls of three (3) days or less.

During a project timeline for all vessels on a long-term Military Sealift Command (MSC) time charter, the vessel shall remain in operational status for all port calls of five (5) days or less.

The NWA shall be added to the Monthly "Benefit" Base only for the calculation of vacation and MPB benefits.

The calculation of basic monthly and daily wages are shown for reference in the following examples:

Note: For these examples wage table A above is utilized and they are intended to show basic examples of monthly wages and do not include any additional amounts the Officer may be entitled to under the provisions of this contract.

For Junior Officers a 3rd Asst. Engineer is used for the example.

Monthly base working wage for the 3rd Asst. Eng. while aboard the Vessel IN PORT as defined in this contract is \$9,834.98 a month or \$327.83/day. If the Vessel is in OPERATIONAL Status as defined in this contract the total wages are increased to \$11,556.16 a month or \$385.21/day. This includes an increase in monthly base working wage to \$11,310.27 or \$377.01/day plus an operational allowance of \$245.89 a month or 8.20/day.

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To calculate the 3rd Asst. Eng. Vacation benefit, the Monthly Benefit wage of \$4,592.25 is added to the Monthly Non-watch Allowance of \$1,250.50 for a total of \$5,842.75. Vacation is paid at the rate of 25 days for every 30 days worked. As such, divide \$5,842.75 by 30 to get \$194.76 and multiply by 25 to get monthly benefit of \$4,868.96 or \$162.30/day for each day aboard vessel.

For a Senior Officer a Master is used for the example.

Monthly base wage for the Master IN PORT is \$18,431.30 and includes both the Monthly base working wage of \$15,851.40 and the Monthly port allowance of \$2,579.90. If the Vessel is in OPERATIONAL Status as defined in this contract the total wages are increased to \$26,170.61 or \$872.35/day. This includes the monthly base working wage of \$15,851.40 plus an operational allowance of \$10,319.21 a month.

To calculate the Master's Vacation benefit, the Monthly Benefit wage of \$12,384.25 is added to the Monthly Nonwatch Allowance of \$3,467.18 for a total of \$15,851.43. Vacation is paid at the rate of 25 days for every 30 days worked. As such, divide \$15,851.43 by 30 to get \$528.38 and multiply by 25 to get monthly benefit of \$13,290.53 or \$440.32/day for each day aboard vessel.

Note: As stated in this contract there is no duplication of contributions for routine reliefs. Routine Reliefs is defined as when the relieving Officer and the relieved Officer turn over responsibility of their assignment on the day the relieving Officer turns to aboard ship. The benefits for the routine relief day are assigned to the officer that is being relieved and signing off the vessel. As such, all Officers are reduced one day of vacation for the day joining vessel when there is a turnover with another Officer who is being paid wages and benefits for that day. Such deduction is to be made only for non-continuous pay periods. If an officer is signing on to a vessel and there is no officer being relieved, the benefits are assigned to the officer joining the vessel and the vacation plan will not deduct a day of vacation.

The Hourly Premium Rate with regard to "Restriction to Ship" shall not apply when the vessel is in "Operational" Status.

B. Effective July 1, 2023, the following wages shall be paid:

		Monthly Base Working Wage	Monthly Benefit Wage	Monthly Nonwatch Allowance	Monthly Port/Operational Allowance
In Port	Master	\$16,089.17	\$12,570.01	\$3,519.19	\$2,618.60
In Port	Chief Officer	12,891.94	6,411.18	1,839.68	466.35
In Port	1 st Officer	11,897.08	5,948.51	1,665.45	
In Port	2 nd Officer	11,137.73	5,568.85	1,559.25	
In Port	3 rd Officer	9,982.50	4,661.13	1,269.26	
In Port	Chief Eng.	15,611.50	12,331.17	3,280.35	2,618.60
In Port	1 st Asst.	12,891.94	6,411.18	1,839.68	466.35
In Port	2 nd Asst.	11,137.73	5,568.85	1,559.25	
In Port	3 rd Asst.	9,982.50	4,661.13	1,269.26	

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Operational	Master	\$16,089.17	\$12,570.01	\$3,519.19	\$10,474.00
Operational	Chief Officer	14,692.25	6,411.18	1,839.68	5,184.10
Operational	1 st Officer	13,681.63	5,948.51	1,665.45	297.44
Operational	2 nd Officer	12,808.40	5,568.85	1,559.25	278.44
Operational	3 rd Officer	11,479.92	4,661.13	1,269.26	249.58
Operational	Chief Eng.	15,611.50	12,331.17	3,280.35	\$10,474.00
Operational	1 st Asst.	14,692.25	6,411.18	1,839.68	5,184.10
Operational	2 nd Asst.	12,808.40	5,568.85	1,559.25	278.44
Operational	3 rd Asst.	11,479.92	4,661.13	1,269.26	249.58

Masters and Chief Engineers shall receive \$216.94 for each in and out of port.

Premium Pay Hourly Rate:	\$18.81
DP Allowance (daily):	\$11.60
Full Certified DPO (daily):	\$23.20
In Port Duty Engineer Pay (per day):	\$54.67
In Port Security Watch ROS only (per day):	\$54.67
At Sea In Transit Duty Engineer Pay (per day):	\$20.30

Officers sailing as First Officers, Second Mates, or Second Assistant Engineers and holding a Chief Mate, First Assistant Engineer or higher license shall receive an additional twenty-five dollars (\$25.00) for each day of shipboard employment.

For the purpose of calculating defined contribution benefits, the Officers' earned Monthly Benefit Wage shall be used to calculate benefits for all shipboard and vacation days.

II. Vacation Entitlement

Officers shall be entitled to twenty-five (25) days of paid vacation for every thirty (30) days of employment.

III. Holidays

A. The following shall be recognized as Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

Officers shall receive an additional day's pay for each holiday worked at the Daily Base Working Wage (Monthly Base Working Wage divided by 30).

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B. Such holidays falling on Saturday or Sunday, at sea or in port, will be observed on the following Monday. When a vessel is in a United States port on a General Election day, Officers who are qualified registered voters in such port shall be afforded two (2) hours to vote.

IV. Engine Officer Cable Machinery Training Matrix Book

Upon completion of cable handling equipment module and Chief Engineer on-board assessment, engineers shall receive an additional payment equivalent to the applicable DP Allowance rate. Upon completion of entire book and Chief Engineer on-board assessment test, engineers shall receive an additional payment equivalent to the applicable Full Certified DPO rate.

V. Duty Engineer

In port, any Officer who is assigned "Duty Engineer" responsibilities between the hours of 1700 to 0800 shall receive, in addition to the Monthly Base Working Wage, the applicable Duty Engineer Pay, payable to one (1) Officer per day.

VI. Safety Shoes

Officers shall be reimbursed up to \$150 per year for work boots.

VII. Office Rotations

During office rotations, Officers shall receive wages and benefits at the rating and qualifications the officer was last employed on the vessel. The Company shall pay room and subsistence during such time periods unless other accommodations are made and agreed to by the Parties. Officers shall only be required to work during normal business hours Monday through Friday unless otherwise agreed to by the Parties and paid accordingly.

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When a vessel is operating at a manning level less than that required by the COI or Minimum Safe Manning Certificate, the missing man's wages shall be divided amongst the Officers doing the additional work caused by the missing Officer.

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Company shall contribute four (4%) percent of Benefit Base Wages plus NWA for all shipboard days into the AMO Money Purchase Benefit Plan (MPB). MPB contributions shall be suspended December 31, 2021.

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X. AMO 401(k) Plan

The Company shall remain party to the AMO 401(k) Plan. Effective January 1, 2022 the Company shall match employee 401(k) contributions as follows:

The company will make matching contributions for each participating 401(k) Plan employee in an amount equal to 50% of the participating employee's shipboard contribution up to a maximum of 8% of a participating employee's shipboard compensation. Company contributions are limited to a maximum of 4% of a participating employee's shipboard compensation.

XI. Duration

The parties agree this new Economic Matters provision of the Agreement shall become effective July 1, 2021 and remain in full force and effect through June 30, 2024.

AGREED TO THIS 1st DAY OF JULY 2021.

Transoceanic Cable Ship Company LLC

DocuSigned by:
C. Carobene
A5DBC138FD09462

Christopher S. Carobene
Vice President, Marine Services

American Maritime Officers

Captain Willie Barrere
National Executive Vice President

Confidential & Proprietary

**Memorandum of Understanding
AMO/Transoceanic Cable Ship Company
September 15, 2022**

Wage Increases:

Effective October 1, 2022, the percentage of the Operational Monthly Base Working Wage added to the Operational Allowance shall be as follows:

Master	6.25%
Chief Officer	9.85%
1 st Officer	31.75%
2 nd Officer	33.25%
3 rd Officer	36.25%**
Chief Eng.	6.44121%*
1 st Asst.	9.85%
2 nd Asst.	33.25%
3 rd Asst.	36.25%**

* Chief Engineer percentage increase equalizes the Operational Allowance with the Master.

** 3rd Officer and 3rd Assistant Engineer shall receive a 4.5113% increase to the Operational Monthly Base Working Wage effective October 1, 2022. Total increase amounts to 40.7613% of the Operational Monthly Base Working Wage.

Wage Scales:

Effective October 1, 2022, the following operational wages shall be paid:

		Monthly Base Working Wage	Monthly Benefit Wage	Monthly Nonwatch Allowance	Monthly Port/Operational Allowance
In Port	Master	\$15,851.40	\$12,384.25	\$3,467.18	\$2,579.90
In Port	Chief Officer	12,701.42	6,316.43	1,812.49	459.46
In Port	1 st Officer	11,721.26	5,860.60	1,640.84	
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In Port	3 rd Officer	9,834.98	4,592.25	1,250.50	
In Port	Chief Eng.	15,380.79	12,148.94	3,231.87	2,579.90
In Port	1 st Asst.	12,701.42	6,316.43	1,812.49	459.46
In Port	2 nd Asst.	10,973.13	5,486.55	1,536.21	
In Port	3 rd Asst.	9,834.98	4,592.25	1,250.50	
Operational	Master	\$15,851.40	\$12,384.25	\$3,467.18	\$11,309.92
Operational	Chief Officer	14,475.12	6,316.43	1,812.49	6,533.29
Operational	1 st Officer	13,479.44	5,860.60	1,640.84	4,572.76
Operational	2 nd Officer	12,619.11	5,486.55	1,536.21	4,470.18
Operational	3 rd Officer	11,820.51	4,592.25	1,250.50	4,345.86
Operational	Chief Eng.	15,380.79	12,148.94	3,231.87	\$11,309.92
Operational	1 st Asst.	14,475.12	6,316.43	1,812.49	6,533.29
Operational	2 nd Asst.	12,619.11	5,486.55	1,536.21	4,470.18
Operational	3 rd Asst.	11,820.51	4,592.25	1,250.50	4,345.86

Effective July 1, 2023, the following operational wages shall be paid:

		Monthly Base Working Wage	Monthly Benefit Wage	Monthly Nonwatch Allowance	Monthly Port/Operational Allowance
In Port	Master	\$16,089.17	\$12,570.01	\$3,519.19	\$2,618.60
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In Port	1 st Officer	11,897.08	5,948.51	1,665.45	
In Port	2 nd Officer	11,137.73	5,568.85	1,559.25	
In Port	3 rd Officer	9,982.50	4,661.13	1,269.26	
In Port	Chief Eng.	15,611.50	12,331.17	3,280.35	2,618.60
In Port	1 st Asst.	12,891.94	6,411.18	1,839.68	466.35
In Port	2 nd Asst.	11,137.73	5,568.85	1,559.25	
In Port	3 rd Asst.	9,982.50	4,661.13	1,269.26	
Operational	Master	\$16,089.17	\$12,570.01	\$3,519.19	\$11,479.57
Operational	Chief Officer	14,692.25	6,411.18	1,839.68	6,631.49
Operational	1 st Officer	13,681.63	5,948.51	1,665.45	4,641.35
Operational	2 nd Officer	12,808.40	5,568.85	1,559.25	4,537.23
Operational	3 rd Officer	11,997.82	4,661.13	1,269.26	4,411.05
Operational	Chief Eng.	15,611.50	12,331.17	3,280.35	\$11,479.57
Operational	1 st Asst.	14,692.25	6,411.18	1,839.68	6,631.49
Operational	2 nd Asst.	12,808.40	5,568.85	1,559.25	4,537.23
Operational	3 rd Asst.	11,997.82	4,661.13	1,269.26	4,411.05

Connectivity:

Free of charge connectivity is the mutual goal of the Parties by establishing a separate broadband internet system for mariners such as STARLINK. Cost and availability for these systems are still being researched and established. It is agreed the Company will implement this service once sufficient global coverage is attained. Utilization shall be in accordance with Company policy.

Amend Article V, Section 8.B. of the Collective Bargaining Agreement to read as follows:

When Officers are employed on vessels out of commission, one (1) Deck Officer and one (1) Engineer shall receive their pay and subsistence, including room allowance, as that of a Master and Chief Engineer respectively and any other Officer employed shall also be paid at the rate prescribed and for the rating and capacity in which he is acting for the period in which he so acts. The Company shall, at all times, have the privilege of determining the number of Officers to be so employed.

Amend Section III.A of Appendix "A" (Economic Matters) as follows:

A. The following shall be recognized as Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

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

Officers shall receive an additional day's pay for each holiday worked at the Daily Base Working Wage (Monthly Base Working Wage divided by 30).

Rotation:

Parties agree to discuss rotation limits and parameters at next contract negotiation.

Manning Scale:

Parties agree to discuss manning levels and parameters at next contract negotiation.

EMCON Bonus:

All Officers employed aboard a vessel that enters EMCON status shall receive \$20 per day while in EMCON status, as established by the Customer.

Amend Article III, Section I.B of the Collective Bargaining Agreement to read as follows:

The Union agrees that it will furnish the Company, when requested with capable, qualified and physically fit Officers when and where they are required and with the appropriate license, and required U.S. Coast Guard documents for shipping in ample time to prevent any delay in the scheduled departure of any vessel operated by the Company. The term "physically fit" shall mean an Officer satisfactory to the Company doctor who examines Officers for employment, provided, however, if there is a disagreement between the Company's doctor and the Officer's doctor, concerning the Officer's physical fitness, then the medical advisor to the AMO Medical Plan shall make the final and binding decision. In no event shall any discrimination or dispute concerning an Officer's physical condition cause a delay in any vessel's scheduled departure. Where an Officer is required to incur unusual transportation expenses in connection with his physical examination because of the special needs of the Company, his transportation expenses will be reimbursed by the Company. Officers shall take a Company required physical once every two (2) years on the Company account. In the event an Officer is required by the Company to take a physical exam more than once every two years, the Company shall pay the Officer a \$250 stipend.

Amend Article I, Section I.A of the Collective Bargaining Agreement to read as follows:

This Agreement applies to all Masters, Licensed Deck Officers, Chief Engineers and Licensed Assistant Engineers employed aboard sea-going vessels, covering a minimum of four (4) total vessels, owned and/or operated by the Company, which shall include all American Flag vessels.

Amend Article X, of Appendix "A" (Economic Matters) to read as follows:

Effective January 1, 2024, the Company will make matching contributions for each participating 401(k) Plan employee in an amount equal to 100% of the participating employee's shipboard contribution up to a maximum of 4% of a participating employee's shipboard compensation.

Withdrawal Clause:

In the event the Deep Sea members+applicants-to-job ratio published by the National Vice President, Deep Sea at the monthly membership meeting reaches 3.83 members+applicants per job at any time prior to April 30, 2024, the wage rates in Appendix "A" (Economic Matters) shall revert back to the rates agreed to on July 1, 2021. If the Deep Sea members+applicants-to-job ratio does not reach 3.83 members+applicants per job by April 30, 2024, the rates set forth above shall become the permanent baseline for future negotiations.

AGREED TO THIS 15TH DAY OF SEPTEMBER, 2022

Transoceanic Cable Ship Company, LLC



Scott Winfield
Director, Fleet Operations & Labor

American Maritime Officers



Captain Willie Barrere
National Executive Vice President