# **AGREEMENT**

# **BETWEEN**

# ROYAL CARIBBEAN CRUISES LTD.

# **AND**

NORWEGIAN SEAFARERS' UNION

**FOR** 

MARINE OFFICERS

AND
DECK & ENGINE RATINGS

AND
RIDING CREW

AND
HOTEL PERSONNEL

SERVING ON CRUISE VESSELS
UNDER THE
ROYAL CARIBBEAN INTERNATIONAL
BRAND

Effective July 1, 2009

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# Article 1 - Application

- A) This Collective Bargaining Agreement ("the Agreement") between Royal Caribbean Cruises Ltd. and RCL (UK) Ltd. (herein after called "the Owners/Company") and the Norwegian Seafarers' Union (herein after called "the Union") sets out the standard terms and conditions applicable to all Marine Officers and Deck and Engine Ratings, Riding Crew and Hotel Personnel (hereinafter called "Seafarers") employed on board vessels operated by the Royal Caribbean International brand. A list of the ranks and positions covered by this Agreement is contained in the Wage Tables attached to the original signed version of the Agreement. A Seafarer may review the wage table for his or her position in the HR Center.
- B) This Agreement does not apply to concessionaire personnel, independent contractors, vendors or other similar personnel including, but not limited to, any persons working in the following departments: Retail, Photo, Spa, Art Auction, Entertainment Concessions and Ship Medical Personnel.
- C) This Agreement is applicable and of full force and effect whether or not the Owners/Company have entered into individual contracts of employment ("the Employment Agreement") with any Seafarer.
- D) The Seafarers who are covered by the Agreement, the Union, and the Owners/Company shall refrain from strikes, work slow downs, lockouts and similar action at seas and in ports during the length of this Agreement.
- E) The Owners/Company is obligated to employ the Seafarers on the terms and conditions of this Agreement, and to enter into individual Employment Agreements with each Seafarer which incorporates or refers to the terms and conditions of this Agreement.
- F) A Seafarer to whom this Agreement is applicable, in accordance with Article 1.a. above, shall be covered by the Agreement with effect from the date on which the Seafarer signs on or the date from which this Agreement is effective as applicable, whether the Seafarer has signed the Ship's Articles or not, until the date on which the Seafarer signs off and/or the date until which, in accordance with this Agreement, the Owners/Company is liable for the payment of wages, whether or not the Employment Agreement is executed between the Seafarer and the Owners/Company and whether or not the Ship's Articles are endorsed or amended to include the terms of this Agreement.

# Article 2 - Employment Commencement Expenses

- A) Traveling Expenses in connection with commencement of service on board shall be paid by the Owners/Company, except with respect to travel expenses for Hotel personnel in Group C, New-hire Hotel Seafarers in any Group, Seafarers returning from Compassionate Leave and those Seafarers re-hired into the Company after a period of more than 12 months.
- B) Traveling expenses paid by the Owners/Company shall not include the Seafarer's baggage in excess of the normal weight allowed by the air carrier. Any such excess baggage shall be paid for by the Seafarer. In the event an airline charges a fee to check the first bag, the Owners/Company shall cover the first bag fee only up to a maximum of \$25.00. The traveling expenses consist of airfare, train fare, bus fare, reasonable taxi fare, hotel expenses, and food expenses via gateway cities and itineraries in accordance with the Owners/Company's Travel Policy and listed in the Human Resources Office on board.
- The Seafarer is required to maintain and renew his or her medical certificate at the C) Seafarer's expense. The Seafarer is required to provide Owners/Company with full and complete information regarding his or her medical background and must submit to Pre-Employment Medical Examinations for both returning Seafarers and New Hire Seafarers as specified by Company Medical Guidelines which are also at the Seafarer's expense. The medical certificate/Pre-Employment Medical Examination shall have a validity period of two years. The Owners/Company may designate certain medical facilities for such examinations to take place and the Seafarer must have the examining physician complete the forms mandated by the Owners/Company or the exam results may not be accepted. Before signing on a ship for a new service period, the Seafarer will ensure that his or her medical certificate is valid for at least the length of the expected service period plus an The Seafarer must answer truthfully any question additional thirty (30) days. regarding his or her state of health and all known pre-existing medical conditions and must report all known pre-existing conditions. Any failure to honestly and accurately report a known pre-existing medical problem will exclude the Seafarer's right to obtain medical coverage for the undisclosed condition and disability/death compensation from the Owners/Company and may result in termination from employment. The Owners/Company shall provide emergency care and treatment for the undisclosed condition until the date the medical condition is stabilized and until repatriation, but no further compensation shall be due.
- D) Seafarers are required to maintain their licenses/certificates which are required for the Seafarers' individual position, including any seaman's book, in order and up

to date as well as to pay for any renewal or yearly dues on same. Upon request of the Owners/Company related to a positions change, promotion or other change in circumstances, Seafarers shall provide proof from a competent local authority in his or her home country that he or she has never been convicted of a felony or comparable serious crime.

E) Seafarers shall pay the cost for the United States C1/D Visa and any other required personal travel documents. The Seafarer must ensure that his or her C1/D Visa is valid for at least one month beyond the expected sign off date. The Seafarer must also ensure that his or her Passport is valid for at least six (6) months beyond the expected sign off date. In the event the C1/D Visa or Passport is not valid for the appropriate length of time, the Seafarer will be repatriated at the Seafarer's expense. The Owners/Company shall pay the cost of any itinerary driven visas.

# Article 3 - Duration of Employment

- A) The Seafarer shall sign an Employment Agreement for a specific period ("the Service Period") not to exceed ten (10) months. The length of the Service Period is to be decided by the Owners/Company. The Service Period is an expectation of length of employment, not a contractual right, since the Owners/Company may terminate the Employment Agreement prior to the expiration of the Service Period without cause or notice, ref. Article 4.b. The Employment Agreement shall be automatically terminated in accordance with the terms of this Agreement at the first arrival of the Ship in port after the maximum ten (10) months' Service Period.
- B) New Hires: The first ninety (90) days of service shall be considered a Probationary Period, which entitles the Owners/Company or its representative, i.e. the Master of the vessel, to terminate the Employment Agreement with or without cause effective immediately. In such cases, the Seafarer shall only be entitled to pay through the date of termination. The Probationary Period shall not apply to Seafarers previously engaged by the Owners/Company within one (1) year prior to being rehired.
- C) <u>Promotions:</u> The first ninety (90) days of service after a promotion shall also be considered a Probationary Period, which entitles the Owners/Company or its representative, i.e. the Master of the vessel, to reduce the rank of the Seafarer to the Seafarer's previous position or to terminate the Employment Agreement with or without cause.

D) During the probation period, the Seafarer may terminate the Employment Agreement with or without notice effective immediately.

# Article 4 - Termination of Employment

- A) The Seafarer shall be entitled to terminate the Employment Agreement:
  - 1) if the termination is as a result of the expiration of an agreed Service Period. Ref. Article 3;
  - 2) during the Probationary Period without cause or notice.
  - 3) by giving seven (7) days' written notice;
  - 4) if the vessel is due to sail into a warlike operations area as agreed by the parties.
  - of the Ship is certified substandard in relation to the applicable provisions of the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watchkeeping Convention (STCW) 1978 as amended in 1995 and later, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships, as supplemented by the Protocol of 1996, and remains so for a period of thirty (30) consecutive days provided that adequate living conditions and provisions are provided onboard or ashore.
- B) The Owners/Company shall be entitled to terminate the Employment Agreement without reason under the following conditions:
  - 1) Marine Officers: By giving thirty (30) days' advance written notice of termination or Monthly Total Pay through the end of the employment contract period up to a maximum of thirty (30) days' Monthly Total Pay in lieu of notice.
  - 2) <u>Deck and Engine Ratings & Riding Crew</u>: By giving thirty (30) days' advance written notice of termination or Monthly Total Pay through the end of the employment contract period up to a maximum of thirty (30) days' Monthly Total Pay in lieu of notice.

- 3) <u>Hotel Personnel</u>: By giving thirty (30) day's advance written notice of termination or Monthly Total Pay through the end of the employment contract period up to a maximum of thirty (30) days Monthly Total Guaranteed Pay in lieu of notice;
- C) In the event that neither thirty (30) days' advance notice nor Monthly Total Pay through the end of the employment contract period up to a maximum of thirty (30) days' payment in lieu of notice has been given, then the Seafarer shall be entitled to:
  - 1) <u>Marine Officers</u>: Payment of two (2) month's Monthly Total Pay within two (2) months of the termination date.
  - 2) <u>Deck and Engine Ratings & Riding Crew</u>: Payment of two (2) months Monthly Total Pay within two (2) months of the termination date.
  - 3) <u>Hotel Personnel</u>: Payment of two (2) months Monthly Total Guaranteed Pay.
- D) The Owners/Company shall be entitled to terminate the Employment Agreement of any Seafarer immediately (without notice) and shall be obligated to pay the Seafarer only through the date of termination, if the termination is a result of any of the following;
  - 1) if the termination is as a result of the expiration of the expected Service Period;
  - 2) the termination is taking place during the Probationary Period;
  - 3) the termination is as a result of notice given by the Seafarer, ref. Article ().
  - the Seafarer is lawfully and properly dismissed as a consequence of the Seafarer's violation of shipboard rules and regulations and/or unsatisfactory job performance in accordance with the Progressive Discipline Policy. A copy of these policies is attached as Annex 5, 6 and 7 to the original signed version of this Agreement. Any Seafarer may access the policies at any time by visiting the HR Center on the vessel.
- E) Termination when misconduct is alleged:
  - Upon the misconduct of a Seafarer giving rise to a lawful entitlement to dismiss, the Owners/Company shall, prior to dismissal hold a hearing before a Committee consisting of at least three members with the Master

- as Chairman and the Chief Engineer, Staff Captain and/or General Manager/Hotel Director as the other members. In addition to the above members there should be another member appointed by the Seafarer from among the remaining crew.
- 2) In special cases, the Committee may be appointed by the Owners/Company and the hearing held ashore if considered necessary in order to best evaluate the factual basis for the dismissal.
- 3) The Master shall question the Seafarer and any witnesses who might be able to provide information in the case. The remaining members of the committee and the Seafarer may ask questions either through the Master or directly with the Master's consent. If the Master makes a decision in the matter, he/she shall state the ground for it, and the decision shall be entered into the log book or the special protocol.
- 4) The HR Manager should, if possible, act as the Secretary to the Committee.
- A decision on dismissal shall be made as soon as possible and, at the latest, within fourteen (14) days after the circumstances of the case became known to the Master, unless special conditions necessitate a longer time limit. The Seafarer shall, if possible, be informed of the decision immediately. A copy of the dismissal notice shall be provided to the Seafarer.
- 6) In the event that the above procedure has not been adhered to, the Seafarer shall be entitled to payment as stated in Article 4(C).
- 7) In the event that a Seafarer is dismissed because of misconduct, the Seafarer shall not be eligible for rehire.
- F) For the purposes of this Agreement refusal by any Seafarer to obey an order to sail the Ship shall not amount to misconduct of the Seafarer where:
  - 1) the Ship is certified unseaworthy /or otherwise substandard as defined in Article 4;
  - 2) for any reason it would be unlawful for the Ship to sail;
  - 3) the Seafarer refuses to sail into a warlike operations area.

# Article 5 - Pay and Working Hour Rules

# A) Pay and Wages, generally

- 1) The Seafarers covered by this Agreement are divided into four pay groups.
  1: Marine Officers, 2: Deck and Engine Ratings, 3: Riding Crew, and 4: Hotel Personnel.
- The wages of each Seafarer shall be calculated in accordance with this Agreement and the Wage Scales attached to the original signed Agreement, Annex 1: (Marine Officers) and Annex 2: (Deck and Engine Ratings), Annex 3: (Riding Crew), and Annex 4: (Hotel Personnel).
- 3) Unless otherwise prohibited by law, the Owners/Company may pay net wages by Direct Deposit or by check. The Seafarers shall receive their wages in two payments -- one payment made on the 15<sup>th</sup> of the month and the second made on or before the last day of the month -- with the amount paid each pay period being equal to one half of the Seafarer's guaranteed monthly wages minus lawful deductions. Any extra overtime compensation earned during a pay period shall be paid no later than the payday that falls on or before the 15th of the following month.
- The only deductions from such wages shall be proper statutory deductions required by applicable national laws or regulations, or the relevant ILO Convention.
- 5) For the purpose of calculating wages for a partial month, every month shall be regarded as having thirty (30) days and every day shall be regarded as one-thirtieth (1/30) of a month. Under no circumstances shall a Seafarer be paid for any extra days over a full month due to a vessel transfer or any other reason.
- Pay accrues from and including the day of sign on and up to and including the day of sign off. For purposes of calculating wages for a partial month, all Seafarers on Sign-on and Sign-off days shall be guaranteed a minimum of eight (8) hours pay even if the actual amount of hours worked is less than the eight (8) hours. For purposes of calculating wages for a partial month, at sign-off, sick days are not counted as hours worked.

# B) Work Rules, generally

- 1) Any break, as approved by the Seafarers supervisor, during the work period of less than fifteen (15) minutes shall be counted as working time.
- 2) Overtime work will be performed at the direction of the Master or the Master's representative.
- 3) Overtime shall be recorded on a daily basis and signed by a designated supervisor at least once per week. A copy of the signed overtime record shall be given to the Seafarer, if requested by the Seafarer. The Owners/Company may use an electronic recording system.
- The following days shall be considered Public Holidays at sea or in port: New Years Day (January 1), Maundy Thursday (Easter), Good Friday (Easter), Easter Sunday, Labour Day (May 1), Philippine Independence Day (June 12), Christmas Eve (December 24), Christmas Day (December 25) and New Year's Eve (December 31).
- Seafarers shall perform all necessary service to maintain the safety of the ship, its crew, passengers and cargo and the lives of others aboard other vessels, including participating in the training for the use of fire equipment, other safety equipment, the use and manning of life boats and life rafts as determined solely by the Master. Such safety duties and training shall not count as working hours and Seafarers shall not be eligible for any overtime payments if such safety duties are performed outside the individual Seafarer's normal working hours.

# Article 6 -- Working Hours and Pay of Marine Officers with totally Consolidated Wages:

- A) The Pay is stated in Annex 1 which is attached to the original signed Agreement only and available for review at the HR Center on board.
- B) The Marine Officers with totally consolidated wages are the Master, Staff Captain, Chief Engineer, Chief Engineer Jr., Chief Refrigeration Engineer, Chief Officer Safety, First Officer, First Engineer, Refrigeration Engineer, Safety Officer, and Chief Electrical Engineer, including their riding crew equivalents. The Seafarers in this group are salaried. Monthly Total Pay, stated in the Wage Scale (Annex 1) is compensation for all hours worked, including vacation/leave

pay, all overtime and irregular working hours, work on Saturdays, Sundays and on Public Holidays.

# Article 7 -- Working Hours and Pay of Marine Officers with partially Consolidated Wages:

- A) The Pay is stated in Annex 1 which is attached to the original signed Agreement only and available for review at the HR Center on board.
- B) Monthly Total Pay for Marine Officers with partially consolidated wages consists of Monthly Basic Pay, Monthly Guaranteed Overtime Pay, and extra hourly overtime.
- C) The Monthly Basic Pay is for a forty-four (44) hour work week, and compensation for work between forty-four (44) and fifty-six (56) hours per week. The Monthly Basic Pay includes compensation for irregular working hours, work on Saturdays, Sundays and on Public Holidays.
- D) The Monthly Guaranteed Overtime Pay is overtime compensation covering the Guaranteed Overtime Hours as defined in the Wage Table for each position.
- E) The Hourly Overtime Rate is for overtime hours worked each month above the number of Guaranteed Overtime Hours.
- F) Overtime work will be performed at the direction of the Master or the Master's representative. Any overtime hours in addition to the Guaranteed Overtime will be compensated at the Hourly Overtime Rate stated in the Seafarer's Wage Scale.

# Article 8 -- Working Hours and Pay of Deck and Engine Ratings and Riding Crew:

- A) The Pay for Deck and Engine Ratings is stated in Annex 2. The pay for Riding Crew is stated in Annex 3. Annex 2 and 3 are attached to the original signed Agreement only and available for review at the HR Center.
- B) Monthly Total Pay consists of Monthly Guaranteed Basic Pay, Monthly Guaranteed Initial Overtime Pay, Monthly Guaranteed Supplemental Overtime Pay, and Extra Hourly Overtime.
- C) Monthly Guaranteed Basic Pay is for a forty-four (44) hour workweek. Monthly Guaranteed Basic Pay includes compensation for irregular working hours, work

on Saturdays and Sundays. Monthly Guaranteed Initial Overtime Pay is for work between forty-four (44) hours and fifty-six (56) hours per week. Monthly Guaranteed Supplemental Overtime Pay is for an additional sixty-point-sixty-two (60.62) Guaranteed Overtime Hours per month. The total of monthly guaranteed pay is in return for 303.10 hours of work per month.

- D) The Extra Overtime Rate Per Hour is for work performed in addition to the sixty-point-six-two (60.62) Guaranteed Overtime Hours per month. The Extra Overtime Rate Per Hour is for work performed in addition to the 303.10 hours of work per month. The Extra Overtime Rate Per Hour is stated in the Wage Scale.
- E) Work on Public Holidays shall be covered by overtime compensation. The Monthly Supplemental Overtime Pay of sixty-point-sixty-two (60.62) hours per month may be used to cover Work on Public Holidays.
- F) Ratings are required to perform alternating service on deck and in the engine department when such duties and services are necessary to the trade and the vessel concerned. Compensation for such alternating service is included in the Monthly Guaranteed Pay.

# Article 9 -- Working Hours and Pay of Hotel Personnel:

- A) The Pay for Hotel Personnel is stated in Annex 4 which is attached to the original signed Agreement only and available for review at the HR Center.
- B) The Hotel Personnel are divided into four sub-groups Groups A, Group B, Group C, and Group D.
- C) For Group A, the Monthly Total Guaranteed Pay is pay for all hours worked, including irregular working hours, work on Saturdays, Sundays and on Public Holidays. Seafarers in this group are salaried and not entitled to overtime pay.
- D) For Group B, the Monthly Total Guaranteed Pay consists of Monthly Guaranteed Basic Pay, Monthly Guaranteed Initial Overtime Pay, Monthly Guaranteed Supplemental Overtime Pay, and Extra Hourly Overtime.
  - Monthly Guaranteed Basic Pay is for a forty (40) hour workweek. Monthly Guaranteed Basic Pay includes compensation for irregular working hours, work on Saturdays, Sundays and on Public Holidays. Monthly Guaranteed Initial Overtime Pay is for work between forty (40) hours and fifty-six (56) hours per week. Monthly Guaranteed Supplemental Overtime Pay is for an additional sixty-point-sixty-two

- (60.62) Guaranteed Overtime Hours per month. The total of the Monthly Guaranteed Pay is in return for 303.10 hours of work per month.
- 2) The Extra Overtime Rate Per Hour is for work performed in additional to the 303.10 hours of work per month. The Extra Overtime Rate Per Hour is stated in the Seafarers' Wage Scale.
- E) For Group C, Monthly Total Guaranteed Pay consists of Monthly Guaranteed Basic Pay, Monthly Guaranteed Initial Overtime Pay, Monthly Guaranteed Supplemental Overtime Pay.
  - Monthly Guaranteed Basic Pay is for a forty (40) hour work workweek. Monthly Guaranteed Basic Pay includes compensation for irregular working hours, work on Saturdays, Sundays and on Public Holidays. Monthly Guaranteed Initial Overtime Pay is for work between forty (40) hours and fifty-six (56) hours per week. Monthly Guaranteed Supplemental Overtime Pay is for an additional sixty-point-sixty-two (60.62) Guaranteed Overtime Hours per month. The total of the Monthly Guaranteed Pay is in return for 303.10 hours of work per month.
  - 2) The Extra Overtime Rate Per Hour is for work performed in addition to the 303.10 hours of work per month. The Extra Overtime Rate Per Hour is stated in the Seafarers' Wage Scale.
  - 3) The Monthly Total Guaranteed Pay and Vacation Pay earned by Seafarers in this Group may be made up of Gratuities and/or Service Fees provided by passengers.
  - The Owners/Company shall be obligated to charge passengers a Service Fee or advise the passengers that Gratuities are suggested for Cabin Service, Dining Room Service, and Bar Service.
  - In recognition that other Seafarers often assist in the performance of services, any Gratuities and/or Service Fees paid to the Seafarer by the passengers, or collected by the Owners/Company for the Seafarers, shall be shared with other such Seafarers who assist with the service. The Owners/Company shall determine the Gratuity/Service Fee sharing requirements at its sole discretion and these requirements shall be mandatory. Gratuity/Service Fee requirements will be published and available to the Seafarers in the HR Center. The Owners/Company shall also set requirements for the timing and payment of Gratuity/Service Fees to the Seafarers at its sole discretion. These requirements will also be

- available for review by the Seafarer in the HR Center. The Union must be informed regarding the sharing requirements and any changes thereto.
- 6) For Group C, the Owners/Company guarantee that the Monthly Total Guaranteed Pay and Vacation Pay shall not be less than \$1050.00 per month and pro-rated for partial months.
- If, in any month, the total income earned by a Seafarer in this Group is below the amount specified in Art. 9(E)(6), upon notification and accounting, the Seafarer shall be paid a supplement by the Owners/Company equal to the difference between the amount specified in 9(E)(6) and the total amount of the Service Charges and/or Gratuities received by the Seafarer from the passengers.
- A proper accounting shall be considered an itemization from the Seafarer including the total number of passengers in the Seafarer's assigned stations for the period in question and the total amount of Gratuities/Service Fees collected from each passenger. A form for this purpose will be provided to the Seafarer in the HR Center upon request. Any claim from a Seafarer that his or her earned income fell below the amount specified in 9(E)(6) must be made within 30 days after the month in question or no additional pay will be due.
- F) For Group D, the Monthly Total Guaranteed Pay consists of Monthly Guaranteed Basic Pay, Monthly Guaranteed Initial Overtime Pay, Monthly Guaranteed Supplemental Overtime Pay, and Extra Hourly Overtime.
  - Monthly Guaranteed Basic Pay is for a forty (40) hour workweek. Monthly Guaranteed Basic Pay includes compensation for irregular working hours, work on Saturdays, Sundays and on Public Holidays. Monthly Guaranteed Initial Overtime Pay is for work between forty (40) hours and fifty-six (56) hours per week. Monthly Guaranteed Supplemental Overtime Pay is for an additional sixty-point-sixty-two (60.62) Guaranteed Overtime Hours per month. The total of the Monthly Guaranteed Pay is in return for 303.10 hours of work per month.
  - 2) The Extra Overtime Rate Per Hour is for work performed in addition to the 303.10 hours of work per month. The Extra Overtime Rate is stated in the Seafarer's Wage Scale.

# Article 10 -- Social Program Compensation

For Marine Deck and Engine Ratings and Riding Crew, the Social Program Compensation included in the Wage Scale (Annex 2 and 3), shall be paid directly to the Seafarer. It is the understanding between the parties to this Agreement that the Social Program Compensation is meant to be used by the Seafarer to purchase medical insurance covering the Seafarer when on vacation, medical insurance for the Seafarers family and to enable the Seafarer to participate in a pension fund scheme in the Seafarers country of residence.

# Article 11 -- Retirement Plan

The Owners/Company has a Shipboard Retirement Plan available for shipboard employees. The plan is not available to Seafarers for whom the Owners/Company contributes to other retirement programs on behalf of the Seafarer. The rights and benefits of Seafarers and beneficiaries are determined by the terms and conditions of the formal Plan. The Owners/Company reserves the right to amend and/or terminate the plan at any time. The Owners/Company agrees to inform its Seafarers and the Union of any such changes and/or termination. The complete Plan is available for all Seafarers to review at the HR Center.

#### Article 12 -- Allotments

The Owners/Company and the Union recognise that the Owners/Company must adhere to the Philippine Overseas Employment Agency (POEA) rules and Regulations regarding allotments for Filipino Seafarers. The Owners/Company and the Union recognise the POEA Allotments as lawful deductions under the relevant ILO Conventions.

# Article 13 -- Bank Transfers

The Owners/Company may give assistance to Seafarers wishing to transfer money to their families and/or bank accounts.

# Article 14 -- Repatriation

A) Repatriation shall take place in such manner that it meets all reasonable requirements. The Owners/Company shall be liable for the cost of maintaining

the Seafarer ashore until repatriation takes place. A Seafarer shall be entitled to repatriation at the Owners/Company's expense to the gateway city:

- 1) upon the loss, laying-up or sale of the Ship;
- 2) if the Ship has been arrested and provided the Ship has remained under arrest for more than fourteen (14) days;
- 3) at the end of the Service Period.
- 4) if the Employment Agreement is terminated by the Owners/Company within the probationary period.
- B) The Owners/Company's obligation to repatriate ceases:
  - 1) if the Seafarer has been lawfully dismissed,
  - 2) if the Seafarer terminates the Employment Agreement during the Probationary Period,
  - 3) if the Seafarer terminates the Employment Agreement before the expiration of the service period.
- C) Extra costs relating to any change of address during the Service Period shall be the responsibility of the Seafarer. If the move results in any savings in repatriation costs, the Owners/Company shall realize the savings. In accordance with the Owner's/Company's travel deviation policy, certain seafarers may request a deviation from the normal repatriation process to their gateway city. Seafarers are not considered employed by the Owners/Company during any such travel deviation or any other leave period and shall not be entitled to any of the benefits afforded under this Agreement.
- D) To preserve the Owners/Company's rights (in accordance with some police/immigration rules and regulations of various countries), each Seafarer shall deposit money with the Owners/Company that will be used to purchase the Seafarer's transportation to his/her gateway city in the event the Seafarer is discharged at his/her own request or for cause prior to the end of the Service Period. The amount of the deposit will depend upon the geographic location of the Seafarer's gateway city, and will be specified in notices to be posted from time to time by the Owners/Company. Seafarers on their first contract must deposit the full amount at the time they first report for duty. Returning Seafarers must deposit the full amount at the time they report for duty in connection with their current contract, or may make the deposit in installments, provided that the

full amount is deposited no later than sixty (60) days after the date on which the Seafarer reported for duty in connection with the current contract. The deposit will be returned to the Seafarer at the end of the Service Period. Alternatively, the Seafarer may request that the Owners/Company use the deposit to purchase the transportation that the Seafarer will use to meet the vessel at the commencement of the Seafarer's Service Period or for repatriation when required in accordance with the terms of this Agreement, with any amount remaining after such a purchase being returned to the Seafarer.

# Article 15 -- Compassionate Leave

The Owners/Company may consider a special request of early termination of the Employment Agreement on compassionate grounds, if such termination is requested in the case of death or serious illness of spouse, children or parents. Any expense associated with the Compassionate Leave, including travel costs, shall be the responsibility of the Seafarer. The Seafarer is eligible for re-assignment after the leave granted under these circumstances.

# Article 16 - Fair Treatment Polices

- A) The Owners/Company has a Shipboard Employee Counseling and Warning Policy and a Statement of Fair Treatment for Shipboard Employees which is available for review by the Seafarer at the HR Center. The Policy and the Statement are covered by the Grievance and Dispute Resolution Procedure available to Seafarers who feel they have not been treated fairly in accordance with this Agreement and the Owners/Company's policies. The complete process is described in the Owners/Company's Safety and Quality Management System (SQM) and is available for all Seafarers to review at the HR Center
- B) Discrimination against or harassment of anyone by Seafarers on the basis of race, sex, nationality, religion, age, sexual orientation, color, disability, or ethnic origin will not be tolerated and may constitute cause for termination of employment.
- C) In this Agreement, words in the masculine gender shall include the feminine.
- D) Seafarers covered by this Agreement may at any time contact the Union at the addresses printed at the end of this Agreement and ask for help in all employment related matters.

- E) During the term of this Agreement, the Owners/Company shall be authorized to state publicly that its vessels are covered by a negotiated ITF affiliated union Agreement.
- F) Upon request, the Owners/Company shall provide the Union with a list of the names, dates of birth, nationalities and ranks of the Seafarers covered by this Agreement within five (5) business days of such request.

# Article 17 -- Fire Squads and Mobile Groups

Seafarers participating in Fire Squads/Mobile Groups, which requires them to remain onboard when the ship is in port, should as far as practicably possible be rotated so that all Seafarers participating shall not be disproportionately burdened.

# Article 18 -- Manning

The Ship shall be competently and adequately manned so as to ensure its safe operation.

#### Article 19 -- Rest Period

- A) Each Seafarer shall have minimum of ten (10) hours off duty in any twenty-four (24) hours and seventy-seven (77) hours in any seven (7) day period. Hours of rest may be divided into no more than two (2) periods, one (1) of which shall be at least six (6) consecutive hours off duty, and the interval between consecutive periods of rest shall not exceed fourteen (14). The period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least six (6) consecutive hours off duty.
- B) The Owners/Company will make its best effort to conduct Musters, fire fighting and lifeboat drills, and drills prescribed by national laws and regulations and by international instruments in a manner that minimizes the disturbance of rest periods and does not induce fatigue.

## Article 20 - Teaching, Training and Orientation

- A) The Owners/Company agrees to undertake a teaching and training program so that a continuous and systematic training is conducted on board, enabling promotion to higher paid positions. The starting pay for such trainee jobs shall be at least as stipulated for the utility position for the first contract.
- B) In order to be eligible for first time hire or return employment, certain Seafarers designated by the Owners/Company in its sole discretion will be required to attend training and/or orientation sessions prior to signing an Employment Contract. Seafarers shall not be eligible for pay or wages for such training/orientation sessions.

# Article 21 -- Transfer of Seafarers

The Owners/Company shall have the option at their discretion of transferring Seafarers from one ship to another ship, provided, however, that there will not be any interruption of time for calculation of leave benefits nor increase in length of service.

# Article 22 -- Cargo Handling

A) Neither the ship's Seafarers nor anyone else on board whether in permanent or temporary employment by the Owners/Company shall be required or induced to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or Unions concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated.

For the purpose of this clause "cargo handling" may include but is not limited to:

- Loading and unloading of passenger luggage. However, this does not include the onboard distribution and collection of passenger luggage which is considered Seafarers work.
- Loading and unloading of ships spares and provisions. However, this may not include the onboard transportation and does not include the onboard stowing which is considered Seafarers work.
- B) Where a vessel is in a port where an official trade dispute involving an ITF Dockers Union is taking place, neither the ship's Seafarers nor anyone else on board whether in permanent or temporary employment by the Owners/Company shall be instructed or induced to undertake cargo handling and other work, traditionally and historically done by members of the Union involved in the official trade dispute.

- C) When the ITF Dockers Union in a port allows ship's Seafarers to carry out work that traditionally or historically has been done by dock workers the Seafarers shall be paid the extra overtime rate specified in applicable wage scale for each hour or part of an hour that such work is performed during their regular 40-hour work week, in addition to their normal pay. Any such work performed outside their regular 40-hour work week shall be compensated by double the extra overtime rate for each hour or part of an hour that such work is performed, in addition to their normal pay.
- D) If a seafarer is normally paid fully consolidated wages then the extra overtime rate shall be calculated as follows: Total Monthly Consolidated Pay divided with 303 and multiplied by 1.5 equals the extra overtime rate to be used when calculating the payment.

#### Article 23 -- Medical Attention

### A) General Rules:

- A Seafarer, who is discharged owing to sickness or injury which manifests while in the service of the vessel, shall be entitled to reasonable and medical treatment (including hospitalization) necessary Owners/Company's expense until the sick or injured Seafarer reaches maximum medical improvement. Medical coverage beyond emergency stabilization shall not be provided in the event such sickness or injury is the result of the Seafarer's wilful gross misconduct as specified in Annex 7 or a known pre-existing medical condition which was not disclosed during the Pre-Employment Medical Examination. Medical coverage is limited to illnesses or injuries that manifest during the Seafarer's service of the vessel. The Seafarer shall not be considered in the service of the vessel during a period of medical leave or any other leave period and any medical condition unrelated to the original condition that manifests during the leave, including a medical leave, but did not arise during the Seafarer's service on the vessel shall not be covered.
- If the Seafarer is covered by a national insurance scheme, expenses shall first be reimbursed by the national insurance scheme and then by the Owners/Company, provided that this provision does not modify the Owners/Company obligation set forth in the paragraph above. This also applies in cases where the Seafarer has had the opportunity to become a member of a national insurance scheme at the time when the Seafarer entered into the Employment Agreement or later on. If the Seafarer elects to be treated by a provider not in the Company network, national health

insurance scheme, or other Government-sponsored health plan, the Owners/Company's sole obligation in that case is to pay the lesser of the Owners/Company network rate, the national health insurance scheme rate, or other Government rate.

## B) Insurance Plan:

The Owners/Company has a medical insurance plan available for certain eligible positions as defined by the Owners/Company. Information regarding this plan can be obtained from the HR Center.

# Article 24 - Sick Pay and Maintenance

- A) During the Service Period and at the time of disembarking, the Seafarer shall be subject to medical examination when requested by the Owners/Company or its representative at the Owners/Company's expense.
  - While serving on board or during travel to and from the vessel by the most direct route, or as directed by the Owners/Company, a sick or injured Seafarer shall be entitled to treatment at the Owners/Company's expense until the Seafarer reaches Maximum Medical Improvement.
- B) Should a Seafarer become sick or injured during a voyage within the Service Period, subject to the exceptions stated in Article 24(A)(1), the Owners/Company will pay the Seafarer Sick Pay at the per diem rate of the Monthly Basic Pay from such time during a voyage as the Seafarer is unable to work until such time as the Seafarer is Fit For Duty or up to a maximum of one-hundred-and-thirty (130) days, provided that satisfactory medical certificates are submitted to the Owners/Company. The days that the Seafarer is not Fit for Duty are sick days. Sick days are not counted as time worked.
- C) In the event of sickness or injury necessitating signing off for Maintenance and Cure, subject to medical approval and the exceptions stated in Article 24(A)(1), all payments shall be subject to the Seafarer's compliance with the instructions of the Owners/Company and its Agents at the port where the seafarer is landed for medical care.
  - With respect to Maintenance, the Owners/Company shall provide the Seafarer with living accommodations during the period of treatment and convalescence, or in the discretion of the Owners/Company, provide a stipulated flat rate of maintenance without requiring proof of expenses of USD twelve (\$12) per day, to defray living expenses until the sick or

injured Seafarer has been cured or until the sickness or incapacity has been declared to have reached Maximum Medical Improvement. In the event a Seafarer produces an itemization with supporting receipts of his or her individual room and board expenses of the same nature as the Seafarer received on board the ship, the Owners/Company shall pay the amount provided in the itemization, but in no case higher than USD twenty-five (\$25) per day.

- 2) With respect to Cure, the Owners/Company shall be liable to defray the expenses of medical care and treatments until the sick or injured seafarer has been cured or until the sickness or incapacity has been declared to have reached Maximum Medical Improvement.
- D) In the event of sickness or injury necessitating signing off, the Seafarer shall be entitled to repatriation, at the Owners/Company's expense, to the Seafarer's legal residence. The Seafarer shall report his/her arrival at his/her own home or original place of engagement whichever is appropriate to the Owners/Company or its Agents as soon as possible after repatriation.
- E) In the event of sickness or injury necessitating signing off, the Employment Agreement will be regarded as terminated as of the date the Seafarer signs off. However, if it is determined that the Seafarer is Fit For Duty, the Owners/Company may return the Seafarer to service without loss of service time as long as the Seafarer reports to duty within 12 months of being declared fit for duty.
- F) If a Seafarer's sickness or injury which necessitated signing off results in permanent disability or death, then the provisions of Article 27 and Article 28 shall apply.

#### Article 25 -- Paid Leave

A) Paid Leave (Vacation Pay) is earned on board during the Seafarer's Service Period. The terms "Vacation Pay" and "Paid Leave," and the receipt of Vacation Pay do not indicate permanent or continuous employment, nor do they constitute an indication that the Owners/Company will provide a future offer of employment. Except as indicated below, monthly Vacation Pay is calculated as being equal to the Basic Wage divided by 25 multiplied by 3 days accrued per month of on-board service. Vacation Pay is paid during the Service Period or paid at the end of the Service Period, as follows:

# B) Marine Officers:

- Vacation is accrued with one (1) day vacation for each day worked for Seafarers on the 1:1 sailing system and a half (½) day vacation for each day worked for Seafarers on the 2:1 sailing system. Daily Vacation Pay is calculated as being equal to the Total Monthly Compensation divided by 30. Parts of a month shall be prorated with one-thirtieth (1/30) being equal to one day. Accrued vacation days are to be paid out, as earned, through the regular payroll process. Vacation days are not accrued while travelling to and from the ships for the purpose of signing on and off for vacation.
- In exceptional circumstances, the Owners/Company may require a Seafarer to return to work earlier than scheduled or to extend a Seafarer's service prior to his/her vacation leave. This practice will be used when other reasonable alternatives are not available. The circumstances include: illness of Key Personnel on board and any matter that could affect the safe operation of the Ship or its ability to operate.
- Necessary overlap in accordance with the Owners/Company SQM-policy will be during a Seafarer's vacation leave. When a Seafarer is on board for overlap as required by the Owners/Company, the Seafarer will be paid wages and accrued vacation as if he/she was on board in his regular position.
- Marine Officers are required to participate in Owners/Company Required Training for no more than fourteen (14) days annually during vacation leave in addition to any training required by the Owners/Company while on shipboard duty. Regular salary will be paid for the days the Scafarer is participating in such training, but vacation days will not be accrued. Travel expenses and course fees will be paid by the Owners/Company. These terms will also apply if the Owners/Company requests the Seafarer to participate in meeting at the corporate offices or perform other duties while on vacation leave.

# C) Deck and Engine Ratings; and Riding Crew:

Vacation pay is earned based on seven (7) days per month for every month of service. Vacation Pay is based on the Monthly Basic Pay and is in addition to the Monthly Total Pay. Monthly Vacation Pay is calculated as being equal to the Basic Wage divided by 25 multiplied by 7 days accrued per month of on-board service. Vacation Pay shall be paid at the end of the Service Period. Parts of a month shall be prorated, with one-thirtieth (1/30) being equal to one day.

# D) Hotel Personnel:

- 1) General: Vacation pay is earned based on three (3) days per month of service. The Vacation Pay shall be based on the Monthly Guaranteed Basic Pay. Monthly Vacation Pay is calculated as being equal to the Basic Wage divided by 25 multiplied by 3 days accrued per month of on-board service. Parts of a month shall be prorated, with one-thirtieth (1/30) being equal to one day.
- 2) Groups A, B, and D: Vacation Pay is in addition to the Monthly Total Guaranteed Pay.
- 3) Group C: Vacation Pay is in addition to the Monthly Total Guaranteed Pay Vacation Pay for Group C is included in the amount specified in Art. 9(E)(6) and may be made up of Gratuities and/or Service Fees provided by the passengers.

# Article 26 -- Maternity

- A) The limited nature of shipboard medical facilities makes it impossible to properly address prenatal care or any potential complications or emergencies that may arise during a pregnancy while at sea. Consequently, pregnant Seafarers may not remain employed on board the vessel during the final twelve (12) weeks of pregnancy under any circumstances. Pregnant Seafarers who are interested in continuing to be employed in their positions in spite of the health risks, may do so only during the first twenty eight (28) weeks of their pregnancy and only under the following circumstances:
  - 1) The pregnant Seafarer must pay for the cost of childbirth and for any and all associated pregnancy related services and expenses required during the pregnancy;
  - The pregnant Seafarer must obtain the consultation of a licensed Shoreside Obstetrician / Gynecologist (OB/GYN) at one of the ship's ports of call, at the earliest possible opportunity;
  - 3) The pregnant Seafarer must notify the ship's physician as soon as the Seafarer becomes aware that she is pregnant and must obtain from the ship's physician the forms to be completed by the Seafarer and her Shoreside OB/GYN

- 4) After taking into consideration the Seafarer's medical history, shipboard life, job description, and any special circumstances, the seafarer's Shoreside OB/GYN must agree to continue to treat the seafarer and must grant the seafarer medical permission to sail for a specific period of time.
  - 5) The pregnant Seafarer must continue to be able to perform the essential functions of her job without endangering her health and safety.
- B) If, at anytime, the Seafarer fails to fulfill any of the circumstances in items A) 1-5, above or has met the maximum number of weeks, then the Seafarer must sign off the vessel. Upon sign-off, the Owners/Company will provide the pregnant Seafarer with an air ticket home and thirty days (30/30) Total Monthly Guaranteed pay. If the Seafarer is medically determined to be Fit For Duty at the conclusion of the pregnancy but no later than twelve (12) months after sign-off, then the Owners/Company will rehire the Seafarer.

#### Article 27 -- Loss of Life in Service

- If a Seafarer dies while in the employment of the Owners/Company, including A) death occurring while travelling to and from the ship, or as a result of marine or other similar peril, the Owners/Company shall pay to the Seafarer's beneficiaries a compensation of USD seventy thousand (\$70,000). No compensation shall be due if the death was the result of the Seafarer's wilful gross misconduct as listed in the Annex 7, or if the death was the result of a known pre-existing condition that was not disclosed on the Pre-Employment Medical Examination. In addition, the Owners/Company shall pay to each child under the age of twenty-one (21) USD fifteen-thousand (\$15,000), with a maximum payment for four (4) children. The names and addresses of beneficiaries shall be declared at the time of the signing of the Employment Agreement. If the Seafarer does not leave a spouse, the aforementioned sum shall be paid to the Estate of the deceased Seafarer to be administrated by the person or body authorized by law to act on the behalf of the deceased Seafarer's Estate. The Model Receipt and Form for this payment shall be attached to the original signed Agreement as Annex 8.
- B) If a Seafarer dies while in the employment of the Owners/Company, including death occurring whilst travelling to and from the ship, or as a result of marine or other similar peril or while the Seafarer is entitled to medical treatment at the Owners/Company expense, the Owners/Company or its representative, the Master, shall notify next of kin and make arrangements for burial and repatriation of the coffin. If the next of kin consent or the local authorities require, the Master may order cremation in lieu of burial and arrange for the ashes to be sent home. The expenses of burial or cremation and the entombment of the ashes, in the event

this is carried out by the Owners/Company or the repatriation of the coffin or cinerary urn, shall be paid by the Owners/Company.

- Any payment affected under this clause shall be without prejudice to any claim for compensation made in law, but all (100%) of such compensation for death made under this Agreement shall be deducted from any award, settlement or recovery for damages received by the heirs of the Seafarer in connection with any claim or lawsuit arising out of the death.
- D The benefits under this Article include amounts payable to Filipino nationals under POEA Rules and Regulations.

# Article 28 -- Disability

- A) If a Seafarer suffers a disabling permanent work related injury as a result of an accident from any cause, with the exception of injuries caused by a Seafarer's wilful gross misconduct as specified in Annex 7, while in the employment of the Owners/Company, regardless of the fault, including accidents occurring whilst travelling to or from the Ship and whose ability to work is reduced as a result thereof, shall in addition to his Sick Pay, be entitled to a disability compensation at a percentage depending on the degree of permanent disability of up to USD ninety-thousand (\$90,000) for Marine Officers and Hotel Group A personnel and up to USD eighty-thousand (\$80,000) for all others.
- B) The compensation which the Owners/Company, Manager, Manning Agent and any other legal entity substantially connected with the vessel shall be jointly and severally liable to pay shall be calculated by reference to an agreed medical report, with the Owners/Company and the Seafarer both able to commission their own. When there is disagreement a third doctor shall be appointed jointly, whose findings shall be binding on all parties.
- C) Any payment affected under any section of this Article shall be without prejudice to any claim for compensation made in law, but all (100%) of such disability payments made under this agreement shall be deducted from any award, settlement or recovery for damages received by the seafarer in connection with any claim or lawsuit arising out of the injuries or incident giving rise or in any way related to the disability payments.
- D) The benefits under this Article include amounts payable to Filipino nationals under POEA Rules and Regulations.

### Article 29 -- Crew's Effects

- A) In the event of accident, fire or other mishap affecting the ship and whereby the Seafarer's personal effects are damaged or lost, Owners/Company shall pay up to USD three-thousand (\$3,000). The Seafarer shall submit a signed statement specifying the items lost or damaged.
- B) The Owners/Company shall in addition pay the Seafarer for necessary clothing needed after a shipwreck.

# Article 30 -- Scafarer Food, Accommodation, and Amenities

- A) The Owners/Company shall provide sufficient food of good quality, accommodation of adequate size and standard, bedding amenities, etc., for the use of each Seafarer whilst serving on board.
- B) The accommodation standards and recreational facilities shall at least meet those criteria contained in relevant ILO instruments, with the exception of the current dispensation given by the flag state and related to the placement of cabins.
- The Owners/Company shall provide the necessary personal protective equipment for the use of each Seafarer whilst serving on board. In addition, the Owners/Company will supply Seafarers with appropriate personal protective equipment for the performance a hazardous job duty. Seafarers should be advised of possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment. If the necessary safety equipment is not available to operate in compliance with any of the above regulations, Seafarers should not be permitted or requested to perform the work. Seafarers should use and take care of all protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the Owners/Company.
- D) The following uniform items will be provided to the Seafarer free of charge by the Owners/Company, but must be returned to the Owners/Company at the end of each contract:

Vests

Jackets

Blazers

Sweaters

**Sweatshirts** 

Stripes

**Epaulets** 

**Aprons** 

Lab Coats

Scrubs

The following uniform items are the responsibility of the Seafarer and must be purchased by the Seafarer:

Pants

Skirts

Shirts (long and short sleeve)

Socks

Non-Slip Shoes

Belts

Hats

Ties/Bowties

Scarves

T-shirts

Polo Shirts

Shorts

Suspenders

Blouses

Galley utilities, Cooks and Chefs will be provided a full set of uniforms by the Owners/Company.

E) The Union and the Owners/Company agree that the Owners/Company may provide crew gaming activities for the enjoyment of the seafarers. The Union and the Owners/Company agree that the Owners/Company may use some of the proceeds from the crew gaming activities to finance a Crew Welfare Fund for each ship covered by this agreement to use for seafarer recreational and/or cultural activities.

# Article 31 -- Service in Warlike Operations Areas

- A) During the assignment a Seafarer shall be given full information of the war zone's inclusion in the Ship's trading pattern and shall have the right not to proceed to a warlike operations area, in which event he shall be repatriated at Owners/Company's cost with benefits accrued until the date of return to the port of engagement.
- B) Where a Ship enters into an area where warlike operations take place, the Seafarer shall be paid a bonus amounting to double the Basic Wage for the duration of the Ship's stay in such area subject to a minimum of five (5) days' pay. Similarly the compensation for disability and death shall be doubled.
- C) A warlike operations area will be as agreed by the parties.
- D) A Seafarer shall have the right to accept or decline the assignment without risking the termination of the Employment Contract or suffering any other detrimental effects
- E) Where a Ship enters an area designated as a "High Risk Area", each Seafarer covered by the Agreement shall receive a bonus equal to 100% of the basic wage as indicated on the Wage Tables annexed to the Agreement for each day the Ship transits the area. Similarly, the compensation for disability and death shall be doubled for deaths or injuries occurring during the transit period.
- F) A "High Risk Area" will be as agreed by the parties.

#### Article 32 -- Insurance Cover

The Owners/Company shall conclude appropriate insurance to cover themselves against the possible contingencies arising from Articles 27 and 28 of this Agreement.

# Article 33 -- Union Fees, Welfare Fund and Representation of Seafarers

- A) Subject to national legislation, all Seafarers shall have the right to join an appropriate national trade union affiliated to the ITF.
- B) The Owners/Company shall on their own behalf pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the ITF Special Agreement, if applicable. Payment shall be

remitted to the ITF through SpareBank1, P.O. Box 778 – Sentrum, N-0106 Oslo. Norway, IBAN: NO09 9001 68 533 853. Swift Address: LABANOKK. Account No. 9001.68.18533 upon receipt of invoice.

- C) The Owners/Company shall pay a fee to the Union on behalf of the Seafarers covered by this Agreement. The amount shall be stated in a Protocol between the Owners/Company and the Union. The Owners/Company shall, at least once every three (3) months, transfer the Fees to the Union. The Union Fees are part of the TCC Benchmark Calculations. The Union Fees should be remitted to the Union through SpareBank1, P.O. Box 778 Sentrum, N-0106 Oslo, Norway. IBAN: NO09 9001 0487 853. Swift Address: LABANOKK. Account Number 9001.04.87853.
- C) The Owners/Company acknowledges the right of Seafarers to be members of the union and to be protected against acts of anti-union discrimination as per ILO Conventions Nos. 87 and 98.
- D) The Owners/Company acknowledges the right of the Union to appoint a liaison representative from among the Seafarers who shall not be dismissed nor be subject to any disciplinary proceedings unless the Union has been given advance notice and sufficient time to ensure that adequate shore based representation is provided.
- E) The parties to this Agreement agree on the principle that all disputes between the Owners/Company and the Union can be and should be resolved through friendly negotiations and have therefore agreed on a Grievance Procedure.
- F) The Owners/Company shall facilitate the establishment of an on board Safety Committee in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Ships at Seas and in Port, and as part of their Safety Management System pursuant to the requirements of the ISM Code.

# Article 34 -- Statement of Fair Treatment, Grievance and Dispute Resolution Procedure

#### A. Statement of Fair Treatment

The Owners/Company recognize that Seafarers have the basic right to be respected and treated in a fair and just manner at all times by superiors and fellow Seafarers. Onboard the ship, all Seafarers must function as a team in order to deliver excellent service through their efforts. By accepting this fact, it is important that Owners/Company and Seafarers communicate with one another to solve misunderstandings or correct mistakes

when they occur. Examples might be that the Seafarer has a concern with a co-worker, or that the Seafarer has not been paid correctly. The Owners/Company and the Union understand that the effort to solve concerns sometimes becomes more challenging because of the diversity of values and beliefs onboard.

#### B. <u>Grievance procedure</u>

# 1. General Principles

- a. Grievance means any complaint concerning a violation of the terms of this Agreement or any other circumstance where the Seafarer feels that he/she has been unfairly treated or his/her rights have been violated.
- b. The Seafarer and the Owners/Company shall seek to resolve grievances at the lowest level possible following the procedures set out in 2 below. However, since a grievance may relate specifically to a person or persons about whom the complaint is to be made, including the Master, the Seafarer can at any time complain directly to the Union, or to the Owners/Company, or to any appropriate external authority.
- c. The Seafarer has the right to be accompanied or represented during the grievance procedure by another seafarer of his/her choice or by a third party.
- d. All grievances shall be made in writing and all decisions concerning grievances shall be recorded in writing and a copy provided to the Seafarer concerned.
- e. The Owners/Company shall ensure that there are procedures in place to safeguard against the possibility of victimisation of Seafarers for filing complaints.
- f. The Owners/Company shall ensure that their contract with the Seafarers incorporates this Agreement and that all Seafarers are provided with a copy of this Agreement including the grievance procedure applicable to the ship and contact details of the Union and the Owners/Company.
- g. In the event that a written notice or grievance from the Seafarer is received by a representative of the Owners/Company on board or shoreside in a manner that is not consistent with the procedure in this section, the notice will be forwarded to the appropriate representative for a response.
- h. The Seafarer shall continue to peacefully and satisfactory perform his/her duties and the parties shall faithfully observe this Agreement while grievances are being resolved.

i. The grievance procedure is voluntary, but the arbitration procedure described below is mandatory, with such arbitration being the only forum in which a grievance or other dispute may be resolved outside of the grievance procedure, and the only forum in which the resolution of the grievance or other dispute will be binding on the Owners/Company.

# 2. On Board Complaints Procedure

- a. While on board a vessel, if the Seafarer wishes to file a grievance, the Seafarer shall, either in person or through a fellow seafarer spokesperson, submit that grievance to his/her Department Head or to the ship's Human Resources Manager. The grievance shall be submitted in writing within thirty (30) days from the date that the Seafarer knew or should have known of the grievance. The Department Head or Human Resources Manager shall render a decision on the grievance within thirty (30) days of receipt of the grievance.
- b. If the Seafarer remains dissatisfied, and if the Master is not the subject of the grievance, then within thirty (30) days of the decision, the Seafarer shall submit the grievance directly to the Master. The Seafarer shall provide all information and documentation regarding the matter to the Master. The Master shall render a decision in writing within thirty (30) days after receiving such information and documentation.
- c. If the Seafarer is dissatisfied with the Master's decision, or if the Master is the subject of the grievance, then within ninety (90) days of the decision, the Seafarer shall submit the grievance to the designated Union Representative (Insert Name and Address for Union Representative) and to Human Resources Fleet Employee Relations (Insert Address) with the Owners/Company.

## 3. Shoreside Complaints Procedure

- a. If the Seafarer has a grievance and is not on board the vessel, then the Seafarer shall either in person or through a representative submit the grievance to the Owners/Company within ninety (90) days of sign off or thirty (30) days from the date the Seafarer knew or should have known of the grievance, whichever is longer. The grievance shall be submitted in writing to Human Resources Fleet Employee Relations (Insert Address). A decision shall be rendered in writing within thirty (30) days after receipt of the grievance.
- b. If the Seafarer is dissatisfied with the decision of the Owners/Company, then within ninety (90) days of the decision the Seafarer shall submit the grievance to the Union Representative (Insert Name and Address) and to the Owners/Company.

C. Conciliation Conference. Within thirty (30) days of receipt of the written notice of the Seafarer's grievance presented on board or shoreside, the Union and the Owners/Company shall confer to resolve the dispute. If the Seafarer appoints his/her own representative, then that representative will attend the conference with the Owners/Company, but the Union also may participate at its sole discretion. The conference may be held in person or via telephone conference. For the avoidance of doubt, the outcome of the Conciliation Conference is not determinative of the grievance or dispute unless the parties and the Seafarer so agree.

# Article 35 -- Arbitration Procedure

- 1. All grievances and any other dispute whatsoever, whether in contract, regulatory, statutory, common law, tort or otherwise relating to or in any way connected with the Seafarer's service for the Owners/Company under the present Agreement, including but not limited to claims for personal injury/disability or death, no matter how described, pleaded or styled, and whether asserted against the Owners/Company, Master, Employer, Ship Owner, vessel or vessel operator shall be referred to and resolved exclusively by mandatory binding arbitration pursuant to the United Nations Conventions on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S, ("The Convention"), except as provided by any government mandated contract.
- 2. All arbitrations must be commenced within two (2) years from the date of the occurrence giving rise to the grievance or dispute, or the date the Seafarer knew or should have known of the occurrence giving rise to the grievance or dispute, except for claims for personal injury or death, which must be commenced within three (3) years from the date of the occurrence giving rise to the injury or death or the date the Seafarer knew of should have known of the occurrence giving rise to the grievance or dispute. Claims brought forth thereafter will not be recognised and will be time-barred.
- 3. Any arbitration shall take place in Miami, Florida, Oslo, Norway, or in any location agreed by the Owners/Company and the Union or the representative of the Seafarer. The procedural and substantive law of the arbitration shall be the law of Norway without regard to conflict of law principles.
- 4. The language of any arbitral proceedings shall be English.
- 5. Any arbitration, except as provided by any government mandated contract, shall be administrated in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, as amended with agreement of the parties, with the American Arbitration Association ("AAA") under its International Dispute Resolution Procedures as the appointing authority.

- 6. All arbitrations must be brought by or on behalf of Seafarers in their own names, and not on behalf of others on an unnamed basis.
- 7. The Owners/Company and the Union shall jointly appoint one arbitrator unless the Seafarer has his or her own representative then the Owners/Company and Seafarer shall appoint the arbitrator. In the event there is no agreement, an arbitrator shall be chosen pursuant to the UNCITRAL rules. In any case, an arbitrator shall be appointed with ninety (90) days of the dispute being presented for arbitration.
- 8. The parties shall have the right in any arbitration to conduct limited examinations under oath of parties and witnesses, and medical examinations necessary to verify any injuries or damages claimed.
- 9. Each party shall bear its own attorney's fees and costs incurred in connection with an arbitration, but the Owners/Company shall pay for the costs of the arbitration itself, including charges by the arbitrator.
- 10. The Union may, at its sole discretion, decline to represent a Seafarer in an arbitration if the Union believes that the claim lacks merit.
- 11. If the Seafarer is not represented by the Union, then the Seafarer's representative shall take the place of the Union in the arbitration process save that before making a decision, the arbitrator shall seek the Union's opinion on any issue concerning the interpretation of this Agreement.
- 12. In any arbitration in which the Seafarer is represented by his/her own counsel, the Owners/Company agree that they will keep the Union informed about the grievance or dispute and its outcome, if the Union was involved during the grievance process or the arbitration involves a core principle of the Agreement.

# E. Governing Law

Any grievance or other dispute shall be governed in accordance with the laws of Norway, without regard to any conflicts of laws principles.

#### Article 36 -- Construction

The interpretation of this agreement shall be made by the consensus of the Unions and the Owners/Company. If there is a disagreement between the Union and the Owners/Company as to interpretation, then the disagreement shall be resolved only

through the arbitration procedure established in Article 36. Failing that, and in all other respects, the laws of the Norway shall govern the interpretation of this Agreement.

# Article 37 - Severability Clause

Any provision of this Agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Agreement in that jurisdiction only and all remaining provisions shall remain in full force and effect.

# Article 38 -- Amendments to and Duration of the Agreement

This Agreement shall be effective from July 1, 2009 through June 30, 2011, and further for one year at a time if a request for termination is not given either by the Owners/Company or the Union with three (3) months written notice. The terms and conditions of this Agreement shall be reviewed annually by the Owners/Company and Union and if at any time the Owners/Company and Union mutually agree on amendments and/or additions to this Agreement, such amendments and additions shall be agreed in writing and signed by the parties and considered incorporated in the Agreement. Furthermore, the terms and conditions of this Agreement may be amended at anytime by mutual agreement between the Owners/Company and the Union, such amendments shall be agreed to in writing, signed by the parties and considered incorporated into this Agreement.

Signed the 15th day of June, 2009.

Maria Del Busto

Vice President and

Chief Human Resources Officer

ROYAL CARIBBEAN CRUISES LTD.

RCL (UK) LTD.

By\_

Jacqueline Smith

President

NORWEGIAN SEAFARERS' UNION

# Annex 1, 2, 3 and 4

#### WAGE SCALES

The Wage Scales are attached to the original signed document and otherwise kept in the HR Center.

A Seafarer that is given an offer of promotion to a higher position shall upon request be permitted to see the part of the Wage Scales covering the offered position.

A Seafarer shall upon request be permitted to see the part of the Wage Scales covering his/her position.

### Royal Caribbean International - Wage Table Appendix 1 - Marine Officers - 2009

Position / Yearly Increment	
Master Monthly Basic Salary Monthly Fixed Overlime Bonus Total Monthly Compensation Leave Pay Compensation/Salling System* Guaranteed/Fixed Overtime hours/month Hourly Overtime Rate Daily Sick Wage Rate	\$6,347 NA \$6,347 1:1 Unlimited NA \$211.57
Staff Captain Monthly Basic Salary Monthly Fixed Overlime Bonus Total Monthly Compensation Leave Pay Compensation/Sailing System* Guaranteed/Fixed Overtime hours/month Hourly Overtime Rate Daily Sick Wage Rate	\$5,303 NA \$5,303 1:1 Unlimited NA \$176.77
Chief EngIneer Monthly Basic Salary Monthly Fixed Overlime Bonus Total Monthly Compensation Leave Pay Compensation/Sailing System* Guaranteed/Fixed Overtime hours/month Hourly Overtime Rate Dally Sick Wage Rate	\$6,150 NA \$6,150 1:1 Unlimited NA \$205.00
Chief Engineer Jr. Monthly Basic Salary Monthly Fixed Overlime Bonus Total Monthly Compensation Leave Pay Compensation/Sailing System* Guaranteed/Fixed Overtime hours/month Hourly Overtime Rate Daily Sick Wage Rate	\$5,303 NA \$5,303 1:1 Unlimited NA \$176.77
Chief Refrigeration Engineer Monthly Basic Salary Monthly Fixed Overtime Bonus Total Monthly Compensation Leave Pay Compensation/Sailing System* Guaranteed/Fixed Overtime hours/month Hourly Overtime Rate Daily Sick Wage Rate	\$4,284 NA \$4,284 1:1 Unlimited NA \$142.82
Chief Electrical Engineer Monthly Basic Salary Monthly Fixed Overtime Bonus Total Monthly Compensation Leave Pay Compensation/Sailing System* Guaranteed/Fixed Overtime hours/month Hourly Overtime Rate Daily Sick Wage Rate	\$5,406 NA \$5,406 1:1 Unlimited NA \$180.20
Chief Officer Safety Monthly Basic Salary Monthly Fixed Overlime Bonus Total Monthly Compensation Leave Pay Compensation/Sailing System* Guaranteed/Fixed Overtime hours/month Hourly Overtime Rate Daity Sick Wage Rate	\$4,500 NA \$4,500 1:1 Unlimited NA \$150.00

### Royal Caribbean International - Wage Table Appendix 1 - Marine Officers - 2009

<b>Position</b>	I Voarly	Increment
Position	1 Tearly	increment

Position / Yearly Increment	
1st Officer	
Monthly Basic Salary	\$4,000
Monthly Fixed Overtime Bonus	NA .
Total Monthly Compensation	\$4,000
Leave Pay Compensation/Sailing System*	1:1 Unlimited
Guaranteed/Fixed Overtime hours/month	NA
Hourly Overtime Rate	\$133.33
Daily Sick Wage Rate	\$133.33
1st Engineer	
Monthly Basic Salary	\$4,500
Monthly Fixed Overtime Bonus	NA
Total Monthly Compensation	<b>\$4,500</b>
Leave Pay Compensation/Sailing System*	1:1
Guaranteed/Fixed Overtime hours/month	Unlimited
Hourly Overtime Rate	NA
Daily Sick Wage Rate	\$150.00
2nd Officer	
Monthly Basic Salary	\$1,837
Monthly Fixed Overtime Bonus	\$928 86
Guaranteed/Fixed Overtime hours/month	91
Hourly Overtime Pay Rate for OT above 91 hr/month	\$20.74
Total Monthly Compensation	\$2,766
Leave Pay Compensation/Sailing System	1:1
Daily Sick Wage Rate	\$61.24
Facilities Manager	60.000
Monthly Basic Salary	\$2,903
Monthly Fixed Overtime Bonus	\$1,822 75 113
Guaranteed/Fixed Overtime hours/month	\$33.24
Hourly Overtime Pay Rate for OT above 113 hr/month	\$33.24 \$4,726
Total Monthly Compensation  Leave Pay Compensation/Sailing System*	1:1
Daily Sick Wage Rate	\$96.78
Daily Slok Wage Nate	
Maintenance Technician Manager	
Monthly Basic Salary	\$2,584
Monthly Fixed Overtime Bonus	\$1,622 29
Guaranteed/Fixed Overtime hours/month	113
Hourly Overtime Pay Rate for OT above 113 hr/month	\$29.58
Total Monthly Compensation	\$4,206
Leave Pay Compensation/Sailing System*	1:1
Daily Sick Wage Rate	\$86.14
Environmental Officer	
Monthly Basic Salary	\$2,535
Monthly Fixed Overtime Bonus	\$1,591 39
Guaranteed/Fixed Overtime hours/month	113
Hourly Overtime Pay Rate for OT above 113 hr/month	\$29.02
Total Monthly Compensation	\$4,126
Leave Pay Compensation/Sailing System*	1:1
Daily Sick Wage Rate	\$84.50
2nd Engineer	
2nd Engineer	\$2,276
Monthly Basic Salary  Monthly Fixed Overtime Bonus	\$2,270 \$1,593 51
Guaranteed/Fixed Overtime hours/month	126
Hourly Overtime Pay Rate for OT above 126 hr/month	\$26,26
Total Monthly Compensation	\$3.870
Leave Pay Compensation/Sailing System*	1:1
Daily Sick Wage Rate	\$75.88
,	******

### Royal Caribbean International - Wage Table Appendix 1 - Marine Officers - 2009

Position / Yearly	Increment
-------------------	-----------

Position / Yearly Increment	
3rd Engineer	64.40
Monthly Basic Salary	\$1,449
Monthly Fixed Overtime Bonus	\$909 58 113
Guaranteed/Fixed Overtime hours/month	\$16.59
Hourly Overtime Pay Rate for OT above 113 hr/month	\$2,358
Total Monthly Compensation	1:1
Leave Pay Compensation/Sailing System* Daily Sick Wage Rate	\$48.30
Daily Sick Wage Nate	
1st Electrical Engineer / Electronics Engineer	
Monthly Basic Salary	\$2,584
Monthly Fixed Overtime Bonus	\$1,679 71
Guaranteed/Fixed Overtime hours/month	117
Hourly Overtime Pay Rate for OT above 117 hr/month	\$29.65 \$4.264
Total Monthly Compensation	\$4,264 1:1
Leave Pay Compensation/Sailing System*	\$86.14
Daily Sick Wage Rate	400.14
Facilities Electrical Engineer	
Monthly Basic Salary	\$2,328
Monthly Fixed Overtime Bonus	\$1,512 97
Guaranteed/Fixed Overtime hours/month	117
Hourly Overtime Pay Rate for OT above 117 hr/month	\$26.71
Total Monthly Compensation	\$3,841
Leave Pay Compensation/Sailing System*	1:1
Daily Sick Wage Rate	\$77.59
e u.S. u. inst Services (Old Steelving) Engineer)	
2nd Electrical Engineer (Old Electrical Engineer)	\$2,162
Monthly Basic Salary Monthly Fixed Overtime Bonus	\$1,404 98
Guaranteed/Fixed Overtime hours/month	117
Hourly Overtime Pay Rate for OT above 117 hr/month	\$24.80
Total Monthly Compensation	\$3,566
Leave Pay Compensation/Sailing System*	1:1
Daily Sick Wage Rate	\$72.05
Security Officer	\$2,233
Monthly Basic Salary	\$1,674.81
Monthly Fixed Overtime Bonus	135
Guaranteed/Fixed Overtime hours/month Hourly Overtime Pay Rate for OT above 135 hr/month	\$25.88
	\$3,908
Total Monthly Compensation Leave Pay Compensation/Sailing System*	1:1
Daily Sick Wage Rate	\$74.44
Daily Sick Huge Hate	
Deputy Security Officer	
Monthly Basic Salary	\$1,564
Monthly Fixed Overtime Bonus	\$790 51
Guaranteed/Fixed Overtime hours/month	91
Hourly Overtime Pay Rate for OT above 91 hr/month	\$17.65
Total Monthly Compensation	\$2,354
Leave Pay Compensation/Sailing System*	2:1
Daily Sick Wage Rate	\$52.12
Daily Sick Hage twice	
Marine Admin, Specialist (Old Shipboard Admin, Assistant)	
Monthly Basic Salary	\$2,081
Monthly Fixed Overtime Banus	\$1 052 03
Guaranteed/Fixed Overtime hours/month	91
Hourly Overtime Pay Rate for OT above 91 hr/month	\$23,49
Total Monthly Compensation	\$3,133
Leave Pay Compensation/Sailing System*	2:1
Daily Sick Wage Rate	\$69.36
•	

### Royal Caribbean International - Wage Table Appendix 1 - Marine Officers - 2009

Position	I Voarly	Increment

Operations Trainer		
Monthly Basic Salary	\$2,120	
Monthly Fixed Overtime Bonus	\$1,378 22	
Guaranteed/Fixed Overtime hours/month	117	
Hourly Overtime Pay Rate for OT above 117 hr/month	\$24.33	
Total Monthly Compensation	\$3,499	
Leave Pay Compensation/Sailing System*	1:1	
Daily Sick Wage Rate	\$70.68	
Apprentice Officer (Cadet)		
Monthly Basic Salary	\$871	
Monthly Fixed Overtime Bonus	\$440 34	
Guaranteed/Fixed Overtime hours/month	91	
Hourly Overtime Pay Rate for OT above 91 hr/month	\$9.83	
Total Monthly Compensation	\$1,311	
Leave Pay Compensation/Sailing System*	NA	
Daily Sick Wage Rate	\$29.03	

### Leave Pay Compensation/Sailing System\*

Officers on a 111 Sailing System accrue 1 (one) day vacation pay for every day worked onboard. Officers on a 2 1 Sailing System accrue 1/2 (half) a day vacation pay for every day worked onboard

Royal Caribbean International - Wage Table

Marine Riding - 200  1  EMAN STOREKEEPER 1  SUPERVISOR SUPERVISOR	6									Population		IMO	Benefit Value	T&D	CAM	Total ITF
TECHNICAL STOREKEEPER 1 TECHNICAL STOREKEEPER 1 BOATSWAIN CARPENTER SUPERVISOR REPAIRMAN SUPERVISOR										Soria	_	IMO	Union	T&D	CAM	Total ITF
-										Сотр.	Grat	STCW	Fee		2017101	
	Factor	2	3	4	so.	9	7A 7	7B 8	6	10	11	12	13	14	15	16
-	1.320	\$759	\$259	\$302	\$1,320	\$213	NA \$	\$13 \$4.98	98 \$5.98	98 \$95	\$40	\$33	\$20	\$30	\$70	\$1,820
	1.320	8759	\$259	\$302	\$1,320	\$213	NA S	\$13 \$4.98	98 \$5.98	38 \$95	\$40	\$33	\$20	\$30	\$70	\$1,820
SUPERVISOR							H									
SUPERVISOR	1.250	\$719	\$245	\$286	\$1,250	5201	NA \$	\$13 \$4.72	72 \$5.66	295	\$40	\$33	\$20	\$30	\$70	\$1,738
	1.250	-	\$245	\$286	\$1,250	\$201	NA S	\$13 \$4.72	72 \$5.66	66 \$95	\$40	\$33	\$20	\$30	\$70	\$1,738
			\$245	\$286		\$201	A A	\$13 \$4.72	72 \$5.66	99	\$40	\$33	\$20	\$30	\$70	\$1,738
CARPENTER	1,194	\$687	\$234	\$273	\$1,194	\$192	NA S	\$13 \$4.50	50 \$5.41	41 \$95	\$40	\$33	\$20	\$30	\$70	\$1,673
	1.194	\$687	\$234	\$273	\$1,194	\$192	NA	\$13 \$4.50	50 \$5.41	41 \$95	\$40	\$33	\$20	\$30	\$70	\$1,673
TRICIAN	$\vdash$	\$687	\$234	\$273	\$1,194	\$192	NA S	\$13 \$4.50	50 \$5.41	41 595	\$40	\$33	\$20	\$30	\$70	\$1,673
GINEER	1,194	\$687	\$234	\$273	\$1,194	\$192	NA S	\$13 \$4.50	50 \$5.41	41 \$95	240	\$33	\$20	\$30	\$70	\$1,673
TECHNICAL STOREKEEPER	1.194	\$687	\$234	\$273	\$1,194	\$192	NA S	\$13 \$4,50	.50 \$5.41	41 \$95	\$40	\$33	\$20	\$30	\$70	\$1,673
	1.194	\$687	\$234	\$273		\$192	NA S	\$13 \$4.50	.50 \$5.41	41 \$95	\$40	\$33	\$20	\$30	\$70	\$1,673
AN 1	1.194	\$687	\$234	\$273	\$1,194	\$192	NA S	\$13 \$4.50	.50 \$5.41	41 \$95	\$40	\$33	\$20	\$30	\$70	\$1,673
							Ī									
AB	1.000	\$575	\$196	\$229	\$1,000	\$161	NA S	\$11 \$3.77	.77 \$4.53	53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
ARTERMASTER	1.000	\$575	\$196	\$229	\$1,000	\$161	NA 8	\$11 \$3.77	.77 \$4.53	53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
ITER	1.000	\$575	\$196	\$229	\$1,000	\$161	AN	\$11 \$3.77	.77 \$4.53	53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
UPHOLSTERER	1.000	\$575	\$196	\$228	\$1,000	\$161	NA S	511 \$3.77		\$4.53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
	1.000	\$575	\$196	\$229	\$1,000	\$161	NA 8	\$11 \$3.77		\$4.53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
INCINERATOR TECHNICIAN	1.000	\$575	\$196	\$229	\$1,000	\$161	NA 8	\$11 \$3.	\$3.77 \$4.	\$4.53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
1ST ASST. REPAIRMAN	1.000	\$575	\$196	\$229	\$1,000	\$161	NA	\$11 \$3.	\$3.77 \$4.	\$4.53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
1ST ASST. ELECTRICIAN	1.000	\$575	\$196	\$229	\$1,000	\$161	NA S	\$11 \$3.	\$3.77 \$4.	\$4.53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
FLOOR MAINTANCE SUPERV.	1.000	\$575	\$196	\$229	\$1,000	\$161	NA 8	\$11 \$3.	\$3.77 \$4.	\$4.53 \$95	\$40	\$33	\$20	\$30	\$70	\$1,448
ORDINARY SEAMAN	0.810	\$466	\$159	\$185	\$810	\$130	ΑN	59 53	53.06 53.	53.67 \$95	\$40	\$33	\$20	\$30	\$70	\$1,228
2ND ASST, CARPENTER	0.810	\$466	\$159	\$185	\$810	\$130		\$9 \$3	\$3.06 \$3.	\$3.67 \$95	\$40	\$33	\$20	\$30	870	\$1,228
2ND UPHOLSTERER	0.810	\$466	\$159	\$185	\$810	\$130	AN	\$9 \$3	\$3.06 \$3	\$3.67 \$95	\$40	\$33	\$20	\$30	\$70	\$1,228
OILER	0.810	\$466	\$159	\$185	\$810	\$130	Ą	\$9 \$3	\$3.06 \$3	\$3.67 \$95	\$40	\$33	\$20	\$30	\$70	\$1,228
2ND ASST. REPAIRMAN	0.810	\$466	\$159	\$185	\$810	\$130	AN	\$9 \$3	\$3.06 \$3	\$3.67 \$95	\$40	\$33	\$20	\$30	\$70	\$1,228
2ND ASST. ELECTRICIAN	0.810	\$466	\$159	\$185	\$810	\$130	NA	S9 S3	53.06 \$3	\$3.67 \$95	\$40	\$33	\$20	\$30	\$70	\$1,228
2ND ASST. REF. ENGINEER	0.810	\$466	\$159	\$185	\$810	\$130	NA	\$9 \$3	\$3.06 \$3	\$3.67 \$95	\$40	\$33	\$20	\$30	\$70	\$1,228
SECURITY GUARD	0.810	\$466	\$159	\$185	\$810	\$130	NA	59 53	\$3.06 \$3	\$3.67 \$95	\$40	\$33	\$20	\$30	\$70	\$1,228
INCINERATOR OPERATOR 1	0.810	\$466	\$159	\$185	\$810	\$130	NA	-	53.06 53	\$3.67 \$95	\$40	\$33	\$20	830	\$70	\$1,228
FLOOR MAINTENANCE	0.810	\$466	\$159	\$185	\$810	\$130	AA	S9 S3	53.06 \$3	\$3.67 \$95	\$40	\$33	\$20	230	870	\$1,228
											-					
3RD ASST, CARPENTER	0.660	\$380	\$129	S151	\$660	S106	Ψ.	7		4	+	533	\$20	230	870	\$1,054
3RD ASST, UPOLSTERER	0.660	\$380	\$129	\$151	2660	\$106	٧A	-	52.49 \$2	\$2.99 \$95	S40	233	\$20	\$30	870	\$1,054

# Royal Caribbean International - Wage Table

Appendix 2 - Marine Riding - 2009	5003												ě	Benefit Value	lue		
											Social Comp.	Serv. Grat	IMO	Unlon Fee	T&D	CAM	Total ITF
1	Factor	2	3	4	2	9	7A	7B	8	6	10	11	12	13	14	15	16
3RD ASST. REPAIRMAN	0.660	\$380	\$129	\$151	\$660	\$106	NA A	22	\$2.49	\$2.99	\$95	\$40	\$33	\$20	\$30	\$70	\$1,054
3RD ASST. ELECTRICIAN	0.660	\$380	\$129	\$151	\$660	\$106	NA A	\$7	\$2.49	\$2.99	\$95	\$40	\$33	\$20	\$30	\$70	\$1,054
3RD ASST. REF. ENGINEER	0.660	\$380	\$129	\$151	\$660	\$106	ΝA	\$7	\$2.49	\$2.99	\$95	\$40	\$33	\$20	\$30	\$70	\$1,054
INCINERATOR OPERATOR	0.660	0.660 \$380	\$129	\$151	\$660	\$106	NA A	\$7	\$2.49	\$2.99	\$95	\$40	\$33	\$20	\$30	\$70	\$1,054
JR. SEAMAN	0.590	\$339	\$116	\$135	\$590	\$95	NA	\$6	\$2.23	\$2.67	\$95	\$40	\$33	\$20	\$30	\$70	\$973
JR. ENGINE MAN	0.590	\$339	\$116	\$135	\$590	\$95	AN	\$6	\$2.23	\$2.67	\$95	\$40	\$33	\$20	\$30	\$70	\$973
DECK TRAINEE**	0.320	\$184	\$63	\$73	\$320	\$52	ΑN	\$3	\$1.21	\$1.45	\$95	\$40	\$33	\$20	\$30	\$70	\$659
ENGINE TRAINEET	0.320	\$184	\$63	\$73	\$320	\$52	NA	\$3	\$1.21	\$1.45	\$95	240	\$33	\$20	\$30	\$70	\$659

\*\* 1ST CONTRACT ONLY

Above values are all in US Dollars

### NOTES

- POSITION GUARANI EEU MUNI HLY BASIC PAY FOR 44 HUURS PER WEEK INCLUDING COMPENSATION FOR IRREGULAR WORKING HOURS, AND WORK ON SATURDAY AND SUNDAYS.

  - MONTHLY INITIAL OVERTIME COMPENSATION FOR WORK BETWEEN 44 AND 56 HOURS PER WEEK
    MONTHLY SUPPLEMENTAL OVERTIME COMPENSATION FOR 60 62 GUARANTEED OVERTIME HOURS PER MONTH INCLUDING WORK ON PUBLIC HOLIDAYS.
    - GUARANTEED MONTHLY TOTAL PAY
- 7 B B 6
- MONTHLY COMPENSATION FOR SEVEN DAYS VACATION PAY SENIORITY PAY AFTER FIRST AND SECOND SERVICE PERIOD RIDING CREW BONUS
- GUARANTEED OVERTIME RATE PER HOUR. FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME

  - å,
  - SOCIAL PROGRAM COMPENSATION RCCL END OF SERVICE GRATUITIES ADDITIONAL NON COMPENSATION BENEFIT FOR IMO/STCW
    - **UNION FEE**
- ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
  ADDITIONAL NON COMPENSATION BENEFIT FOR CAM (HIRING MEDICAL, SHENGEN AND C10 VISAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS)
  ADDITIONAL NON COMPENSATION BENEFITS + GUARANTEED MONTHLY TOTAL PAY

Benefit Value

Royal Caribbean International - Wage Table Appendix 3 - Marine Ratings - 2009

Appendix 3 - Marine Katıngs - 2009													Ber	Benefit Value	ď.		
										w c	Social	End of Serv.	IMO L	Union	T&D C/	CAM	Total ITF
		Ì				İ	}	}	ŀ	,	4	Graf	5	9	I V		
-	Factor	2	62	4	ın	9	7A .	7B	89	6	10	-	12	13	14 1	15	16
ENGINE FOREMAN	1.320	\$759	\$259	\$302	\$1,320	\$213	NA	S0 S4	\$4.98	\$5.98	\$85	\$40	\$33	\$20 \$	\$30 \$70	$\dashv$	\$1,820
TECHNICAL STOREKEEPER 1	1.320	\$759	\$259	\$302	\$1,320	\$213	NA S	SO SA	\$4.9B S	\$5.98	\$95	540	\$33	\$20 \$	\$30 \$70	$\dashv$	\$1,820
							-	$\dashv$									
BOATSWAIN	1.250	\$719	\$245	\$286	\$1,250	\$201	NA S	SO S		4	\$95	\$40	\$33	+	4	+	\$1,738
FACILITIES CARPENTER SUPERVISOR	1.250	\$719	\$245	\$286	\$1,250	\$201	AA A	20 87	\$4.72 \$	\$5.66	\$95	\$40	\$33	\$20 \$	\$30 \$7	\$70	\$1,738
FACILITIES REPAIRMAN SUPERVISOR	1.250	\$719	\$245	\$286	\$1,250	\$201	¥.	\$0 S	\$4.72 \$	\$5.66	\$95	\$40	\$33	\$20 \$	\$30 \$70		\$1,738
								$\exists$			1		1	$\dashv$		1	
FACILITIES CARPENTER	1.194	\$687	\$234	\$273	\$1,194	\$192	NA .	20 \$	\$4.50	\$5.41	\$95	\$40	\$33	\$20 \$		\$70	\$1,673
REPAIRMAN FACILITIES REPAIRMAN	1,194	2687	\$234	\$273	\$1,194	\$192	NA A	SO SA	\$4.50 \$	\$5.41	\$95	\$40	\$33	\$20 \$	\$30 \$7	220	\$1,673
ASST. ELECTRICIAN / FACILITIES ASST. ELECTRICIAN	1 194	5687	\$234	\$273	\$1,194	\$192	A A	\$0 S	\$4.50 \$	\$5.41	\$95	\$40	\$33	\$20 \$	\$30 \$	870	\$1,673
ASSISTANT REF. ENGINEER	1.194	\$687	\$234	\$273	\$1,194	5192	A'N	SO S	\$4.50 \$	\$5.41	\$95	\$40	\$33	\$20   \$	\$30 8	\$70	\$1,673
TECHNICAL, STOREKEEPER	1 194	\$687	\$234	\$273	\$1,194	\$192	NA E	\$0 S	\$4.50 \$	\$5.41	\$95	\$40	\$33	\$20 \$	\$30 \$	\$70	\$1,673
SECURITY SUPERVISOR	1.194	\$687	\$234	\$273	\$1,194	\$192	NA.	\$0 8	\$4.50 \$	\$5.41	\$95	\$40	\$33	\$20	\$30 \$	\$70	\$1,673
INCINERATOR TECHNICIAN 1	1.194	\$687	\$234	\$273	\$1,194	\$192	NA S:	\$0 8	\$4.50 \$	\$5.41	\$95	\$40	\$33	\$20 \$	\$30 \$	\$70	\$1,673
							$\exists$	H									
AB	1.000	\$575	\$196	\$229	\$1,000	\$161	NA	80 8	\$3.77 \$	\$4.53	\$95	\$40	\$33	\$20	\$30 8.	\$70	\$1,448
QUARTERMASTER	1.000	\$575	\$196	\$229	\$1,000	\$161	AN	\$0 8	\$3.77	\$4.53	895	\$40	\$33	\$20 \$	\$30 S	s70	51,448
FACILITIES 1ST ASST. CARPENTER	1 000	\$575	\$196	\$229	\$1,000	\$161	NA	so s	\$3.77 \$	\$4.53	\$95	\$40	\$33	\$20 8	\$30 8	870	\$1,448
FACILITIES UPHOLSTERER	1.000	\$575	\$196	\$229	\$1,000	\$161	AN	so s	\$3.77 \$	\$4.53	\$95	340	\$33	\$20 \$	\$30 8	\$70	\$1,448
MOTORMAN	1.000	\$575	\$196	\$229	\$1,000	\$161	¥	20 8	\$3.77	\$4.53	895	\$40	\$33	$\exists$	\$30 8.	\$70	\$1,448
INCINERATOR TECHNICIAN	1.000	\$575	\$196	\$229	\$1,000	\$161	¥.	80 8	\$3.77	\$4.53	\$95	\$40	\$33	\$20	\$30 \$	570	\$1,448
1ST ASST. REPAIRMAN / FACILITIES 1ST ASST. REPAIRMAN	1 000	\$575	\$196	\$229	\$1,000	\$161	¥	20 8	\$3.77	\$4.53	\$95	\$40	\$33	\$20	\$30	\$70	\$1,448
1ST ASST. ELECTRICIAN / FACILITIES 1ST ASST. ELECTRICIAN	1.000	\$575	\$196	\$228	\$1,000	\$161	ă K	\$ 08	\$3.77	\$4.53	\$95	\$40	\$33	\$20	\$30	\$70	\$1,448
ORDINARY SEAMAN	0.810	\$466	\$159	\$185	\$810	\$130	$\dashv$		$\dashv$	\$3.67	\$95	340	\$33	Н	\$30	870	\$1,228
FACILITIES 2ND ASST, CARPENTER	0.B10	\$466	\$159	\$185	\$810	\$130	$\dashv$	80 8	-	\$3.67	\$95	\$40	\$33	7	_	\$70	\$1,228
FACILITIES 2ND UPHOLSTERER	0.810	\$466	\$159	\$185	\$810	5130	Α̈́	50 \$	\$3.06	\$3.67	\$95	\$40	\$33	\$20	4	570	\$1,228
OILER	0.810	\$466	\$159	\$185	\$810	\$130	¥	20	\$3.06	\$3.67	\$95	\$40	\$33	\$20	\$30	\$70	\$1,228
2ND ASST. REPAIRMAN / FACILITIES 2ND ASST. REPAIRMAN	0.810	\$466	\$159	\$185	\$810	\$130	ž	50	\$3.06	\$3.67	\$95	\$40	\$33	\$20	530 5	570	\$1,228
2ND ASST. ELECTRICIAN / FACILITIES 2ND ASST. ELECTRICIAN	0.810	\$466	\$159	\$185	\$810	\$130	¥ Z	SOS	\$3.06	\$3.67	\$95	\$40	\$33			870	\$1,228
2ND ASST. REF. ENGINEER	0.810	\$466	\$159	\$185	\$810	\$130	AA	\$0	\$3.06	\$3.67	395	\$40	\$33	\$20	530 5	570	\$1,228
SECURITY GUARD	0.810	\$466	S159	\$185	\$810	\$130	Š	20 3	\$3.06	\$3.67	\$95	\$40	\$33	-		870	\$1.228
INCINERATOR OPERATOR 1	0.810	\$466	\$159	\$185	\$810	\$130	¥	SO	53.06	\$3.67	295	\$40	\$33	\$20	\$30	870	\$1 228
							-	_	-	†	1	1	1	+	4		
FACILITIES 3RD ASST. CARPENTER	0.660	2380	5129	\$151	2660	\$106	A N	SO	52 49	\$2.99	\$45	240	533	S20	230	S70	\$1 004

# Royal Caribbean International - Wage Table

Appe

Appendix 3 - Marine Ratings - 2009													ě	Benefit Value	lue		
											Social Comp.	End of Serv. Grat.	IMO	Union	T&D	CAM	Total ITF
1	Factor	2	3	4	5	9	7A	78	8	6	10	11	12	13	4	15	16
FACILITIES 3RD ASST. UPOLSTERER	0.660	\$380	\$129	\$151	099\$	\$106	NA A	20	\$2.49	\$2,99	\$45	\$40	\$33	\$20	\$30	\$70	\$1,004
3RD ASST. REPAIRMAN / FACILITIES 3RD ASST. REPAIRMAN	0.660	\$380	\$129	\$151	\$660	\$106	A A	20	\$2.49	\$2.99	\$45	340	\$33	\$20	\$30	\$70	\$1,004
3RD ASST. ELECTRICIAN / FACILITIES 3RD ASST. ELECTRICIAN	0.660	\$380	\$129	\$151	\$660	\$106	Ϋ́	20	\$2.49	\$2.99	\$45	\$40	\$33	\$20	\$30	570	\$1,004
3RD ASST. REF. ENGINEER	0.660	\$380	\$129	\$151	\$660	\$106	٨A	\$0	\$2.49	\$2.99	\$45	\$40	\$33	\$20	\$30	\$70	\$1,004
INCINERATOR OPERATOR	0.660	\$380	\$129	\$151	\$660	\$106	AA.	\$0	\$2.49	\$2.99	\$45	\$40	\$33	\$20	\$30	270	\$1,004
JR. SEAMAN	0.590	\$338	\$116	\$135	\$590	\$95	ΑN	\$51	\$2.23	\$2.67	\$45	\$40	\$33	\$20	\$30	870	\$922
JR. ENGINE MAN	0.580	\$339	\$116	\$135	\$590	\$95	AA	\$52	\$2.23	\$2.67	\$45	\$40	\$33	\$20	\$30	870	\$922

- 1ST CONTRACT ONLY

Above values are all in US Dollars

- POSITION
- 2. GUARANTEED MONTHLY BASIC PAY FOR 44 HOURS PER WEEK INCLUDING COMPENSATION FOR IRREGULAR WORKING HOURS, AND WORK ON SATURDAY AND SUNDAYS.
  - MONTHLY INITIAL OVERTIME COMPENSATION FOR WORK BETWEEN 44 AND 56 HOURS PER WEEK
- MONTHLY SUPPLEMENTAL OVERTIME COMPENSATION FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH
- GUARANTEED MONTHLY TOTAL PAY
- MONTHLY COMPENSATION FOR SEVEN DAYS VACATION PAY
- SENIORITY PAY AFTER FIRST AND SECOND SERVICE PERIOD
  - RIDING CREW BONUS 7A 7B
- GUARANTEED OVERTIME RATE PER HOUR, FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH
- EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME
  - SOCIAL PROGRAM COMPENSATION 10
    - RCCL END OF SERVICE GRATUITIES = 12
- ADDITIONAL NON COMPENSATION BENEFIT FOR IMO/STCW
  - UNION FEE
- ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
- ADDITIONAL NON COMPENSATION BENEFIT FOR CAM (HIRING MEDICAL, SHENGEN AND C1D VISAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS)
  ADDITIONAL NON COMPENSATION BENEFITS + GUARANTEED MONTHLY TOTAL PAY

# Royal Caribbean International - Wage Table

Appendix 4 - Hotel Group A - 2009

Appendix 4 - Hotel Group A - 2009							Dau	Danelli, Value	
						Pension Plan	T&D	Internet Access	Total ITF
-	Factor	လ	9		89	6	10	11	12
CHIEF PURSER	2.008	\$1,943	\$117	\$32.57	N/A	\$60	\$30	\$20	\$2,171
GUEST RELATIONS MANAGER - 1ST PURSER	1.593	\$1,542	\$93	\$25.84	N/A	\$60	\$30	\$20	\$1,745
CREW RELATIONS MANAGER - 1ST PURSER	1.593	\$1,542	\$93	\$25.84	N/A	\$60	\$30	\$20	\$1,745
CHIEF HOUSEKEEPER / STEWARD	2.008	\$1,943	\$117	\$32.57	N/A	\$60	\$30	\$20	\$2,171
1ST HOUSEKEEPER / STEWARD	1.593	\$1,542	\$93	\$25.84	N/A	\$60	\$30	\$20	\$1,745
BAR MANAGER SR.	2.317	\$2,243	\$135	\$37.58	N/A	\$60	\$30	\$20	\$2,488
BAR MANAGER	1.699	\$1,644	\$99	\$27.56	N/A	\$60	\$30	\$20	\$1,854
F&B MANAGER	2.317	\$2,243	\$135	\$37.58	N/A	\$60	\$30	\$20	\$2,488
ASST. F&B MANAGER	2,260	\$2,187	\$132	\$36.66	N/A	\$60	\$30	\$20	\$2,429
EXECUTIVE CHEF	2,317	\$2,243	\$135	\$37.58	N/A	\$60	\$30	\$20	\$2,488
EXECUTIVE SOUS CHEF / CHEF DE CUISINE	2.317	\$2,243	\$135	\$37.58	N/A	\$60	\$30	\$20	\$2,488
WORKING CHEF / SOUS CHEF	1,699	\$1,644	\$99	\$27.56	N/A	260	\$30	\$20	\$1,854
TRAVELLING SUPERVISORS (FLOATING)"	2,317	\$2,243	\$135	\$37.58	N/A	\$60	\$30	\$20	\$2,488
PROVISION MASTER	1.859	\$1,799	\$109	\$30.15	N/A	\$60	\$30	\$20	\$2,018
MAITRE'D / DINING ROOM MANAGER	2.008	\$1,943	\$117	\$32.57	N/A	\$60	\$30	\$20	\$2,171
WINDJAMMER MANAGER	1.859	\$1,799	\$109	\$30.15	N/A	\$60	\$30	\$20	\$2,018

Above values are all in US Dollars

- POSITION TITLE
  TOTAL MONTHLY GUARANTEED PAY FOR ALL HOURS WORKED INCLUDING IRREGULAR WORKING HOURS. WORK ON SATURDAYS, SUNDAYS, PUBLIC HOLIDAYS
  MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
  SICK PAY PER DAY
- EXTRA OVERTIME. RATE MIA AS GROUP A SEAFARERS ARE NOT ELIGIBLE FOR ANY OVERTIME PAY IRRESPECTIVE OF THE NUMBER OF HOURS ACTUALLY WORKED ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN SUBJECT TO APPLICALBE VESTING PERIOD UNDER THE TERMS OF THE PLAN ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS ADDITIONAL NON COMPENSATION BENEFITS + TOTAL MONTHLY GUARANTEED PAY 9. E

# EMPLOYEES NOTED ON THIS PAY SCALE ARE SALARIED AND NOT ENTITLED TO OVERTIME PAY.

• INDICATES ALL POSITIONS WHO ACT AS A TRAVELLING SUPERVISOR SENIOR EXECUTIVE CHEF PASTRY / BAKER / PANTRY / COLD KITCHEN SUPERVISOR. PUBLIC HEALTH OFFICER, BEVERAGE SUPERVISOR, HOUSEKEEPING SUPERVISOR. TIME & ATTENDANCE SPECIALIST

Royal Caribbean International - Wage Table Appendix 4 - Hotel Group B - 2009

									Penslon Plan	T&D	Internet	Total ITF
Ļ	Factor	2	3	4	5	9	7	8	6	10	11	12
2ND PURSER	1.184	\$576	\$289	\$252	\$1,118	69\$	\$19.20	\$5.00	\$60	\$30	\$20	\$1,297
3RD PURSER / ASSISTANT PURSER	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
PRINTER PURSER	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
2ND HOUSEKEEPER / STEWARD	1.184	\$576	\$289	\$252	\$1,118	\$69	\$19.20	\$5.00	\$60	\$30	\$20	\$1,297
STOREKEEPER	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
ASSISTANT STOREKEEPER	0.848	\$413	\$207	\$181	\$801	\$50	\$13.75	\$3.58	\$60	\$30	\$20	\$960
PHONE OPERATOR / DISPATCHER	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
LINENKEEPER	0.715	\$348	\$175	\$152	\$675	\$42	\$11.60	\$3.02	260	\$30	\$20	\$827
LINENKEEPER / LAUNDRY MGR	0.848	\$413	\$207	\$181	\$801	\$50	\$13,75	\$3.58	\$60	\$30	\$20	096\$
HORTICULTURIST	1.068	\$520	\$261	\$228	\$1,008	\$62	\$17.32	\$4.51	\$60	\$30	\$20	\$1,181
YEOMAN	1.000	\$487	\$244	\$213	\$944	\$58	\$16,22	\$4.22	\$60	\$30	\$20	\$1,112
KITCHEN STEWARD	1,000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
ASSISTANT FOOD MANAGER	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
ROOM SERVICE SUPERVISOR	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
CHEF DE PARTIE I	1.184	\$576	\$289	\$252	\$1,118	\$69	\$19.20	\$5.00	\$60	\$30	\$20	\$1,297
CHEF DE PARTIE II	1.184	\$576	\$289	\$252	\$1,118	869	\$19.20	\$5.00	\$60	\$30	\$20	\$1,297
CHEF DE PARTIE III	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
COOK TOURNANT	1.184	\$576	\$289	\$252	\$1,118	\$69	\$19.20	\$5.00	\$60	\$30	\$20	\$1,297
COOK FISH	1.000	\$487	\$244	\$213	\$944	\$58	\$16,22	\$4.22	\$60	\$30	\$20	\$1,112
COOK - VEGETABLE	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
COOK - ROAST	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
COOK - SOUP	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
HEAD BREAKFAST COOK	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
HEAD CREW COOK	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
DEMI CHEF DE PARTIE	0.848	\$413	\$207	\$181	\$801	\$50	\$13,75	\$3,58	\$60	\$30	\$20	\$960
COOK ASSISTANT	0.848	\$413	\$207	\$181	\$801	\$50	\$13.75	\$3.58	\$60	\$30	\$20	\$960
COOK TRAINEE	0.715	\$348	\$175	\$152	\$675	542	\$11.60	\$3.02	\$60	\$30	\$20	\$827
витснек	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
BUTCHER ASSISTANT	0.848	\$413	\$207	\$181	\$801	\$50	\$13.75	\$3.58	\$60	\$30	\$20	\$960
BUTCHER TRAINEE	0.715	\$348	\$175	\$152	\$675	\$42	\$11.60	\$3.02	\$60	\$30	\$20	\$827
HEAD PASTRY	1.184	\$576	\$289	\$252	\$1,118	\$69	\$19.20	\$5.00	\$60	\$30	\$20	\$1,297
PASTRY COOK	1.000	S487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
PASTRYMAN ASSISTANT	0.848	\$413	\$207	5181	\$801	\$50	\$13.75	83.58	\$60	\$30	\$20	\$960
PASTRY TRAINEE	0.715	\$348	\$175	\$152	\$675	\$42	\$11.60	\$3.02	260	\$30	\$20	\$827
HEAD BAKER	1.184	\$576	\$289	\$252	\$1,118	869	\$19.20	\$5.00	\$60	\$30	\$20	\$1,297
BAKER ASSISTANT	0.848	\$413	\$207	\$181	\$801	\$50	\$13.75	\$3.58	\$60	\$30	\$20	\$960
BAKER TRAINEE	0 715	\$348	\$175	\$152	\$675	\$42	\$11.60	\$3.02	\$60	\$30	\$20	\$827
HEAD PANTRY	1.184	S576	\$289	\$252	\$1,118	898	\$19.20	\$5.00	860	\$30	S20	\$1,297
	0.00	5443	2003	6101	,000	0	1 2 7 2	000				

Benefit Value

# Royal Caribbean International - Wage Table

Appendix 4 - Hotel Group B - 2009

\$30 \$20 \$20 \$30 \$20 \$30 \$20										Pension	TAD	Internet	Total ITE
1         Factor         2         3         4         5         6         7         8         9         10         11           NINE         0.715         \$348         \$175         \$152         \$675         \$42         \$1160         \$3.02         \$60         \$30         \$20           SISTANT         0.848         \$413         \$257         \$118         \$801         \$51.75         \$5.58         \$60         \$30         \$20           SISTANT         0.715         \$348         \$175         \$152         \$675         \$11.60         \$3.02         \$60         \$30         \$20										Plan		Access	
NINE         0.715         \$348         \$175         \$152         \$675         \$42         \$11.60         \$3.02         \$60         \$30         \$20           SISTANT         0.348         \$413         \$252         \$1,118         \$69         \$19,20         \$5.00         \$60         \$30         \$20           SISTANT         0.348         \$413         \$207         \$181         \$801         \$50         \$13.75         \$3.58         \$60         \$30         \$20           E         0.715         \$348         \$175         \$152         \$675         \$11.60         \$3.02         \$50         \$20	1	Factor	2	3	4	5	9	7	œ	6	10	11	12
ISTANT         0.848         \$413         \$2207         \$1118         \$60         \$13.75         \$3.58         \$60         \$30         \$20           STANT         0.715         \$413         \$207         \$181         \$801         \$50         \$13.75         \$3.58         \$60         \$30         \$20           STANT         0.715         \$348         \$175         \$152         \$475         \$11.60         \$3.02         \$60         \$30         \$20	PANTRYMAN TRAINEE	0.715	\$348	\$175	\$152	\$675	\$42	\$11.60	\$3.02	\$60	\$30	\$20	\$827
ISTANT         0.848         \$413         \$207         \$181         \$801         \$50         \$13.75         \$3.58         \$60         \$30         \$20           8         0.715         \$348         \$175         \$152         \$675         \$42         \$11.60         \$3.02         \$60         \$30         \$20	HEAD BUFFET	1.184	\$576	\$289	\$252	\$1,118	\$69	\$19.20	\$5.00	09\$	\$30	\$20	\$1,297
0.715 \$348 \$175 \$152 \$675 \$42 \$11.60 \$3.02 \$60 \$30 \$20	BUFFETMAN ASSISTANT	0.848	\$413	\$207	\$181	\$801	\$50	\$13.75	\$3.58	\$60	\$30	\$20	\$960
	BUFFET TRAINEE	0.715	\$348	\$175	\$152	\$675	\$42	\$11.60	\$3.02	\$60	\$30	\$20	\$827

Above values are all in US Dollars

1. POSITION TITLE

2. MONTHLY BASIC PAY FOR 40 HOURS PER WEEK INCLUDING COMPENSATION FOR IRREGULAR WORKING HOURS, WORK ON SATURDAY, SUNDAYS AND PUBLIC HOLIDAYS.

3. MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WONTH

4. MONTHLY COMPENSATION FOR 90.62 GURANTEED OVERTIME HOURS PER MONTH

5. A MONTHLY GUMPENSATION FOR 303.10 HOURS OF WORK PER MONTH

6. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY

7. SICK PAY PER DAY

SICK PAY PER DAY

SICK PAY PER DAY

B EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS

9 ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN SUBJECT TO APPLICALBE VESTING PERIOD UNDER THE TERMS OF THE PLAN

10. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS

11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS

12. ADDITIONAL NON COMPENSATION BENEFIT SOR INTERNET ACCESS

13. ADDITIONAL NON COMPENSATION BENEFIT SOR INTERNET ACCESS

Internet Access Total ITF

Benefit Value

# Royal Caribbean International - Wage Table

Appendix 4 - Hotel Group C - 2009

									Plan			
-	Factor	2	6	4	5	9	7	8	6	10	11	12
STATEROOM / CABIN ATTENDANT-(-)	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
HEAD STATEROOM / CABIN ATTENDANT	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
HEAD WINE STEWARD/ESS*	1.000	2487	\$244	\$213	\$944	\$58	\$16,22	\$4.22	\$60	\$30	\$20	\$1,112
WINE STEWARD/ESS*	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
BAR SUPERVISOR	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	260	\$30	\$20	\$1,112
HEAD BARTENDER"	1.000	3487	\$244	\$213	\$944	\$58	\$16.22	54.22	\$60	\$30	\$20	\$1,112
BARTENDER*	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
HEAD BAR WAITER / SERVER*	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	260	\$30	\$20	\$1,112
BAR WAITER / SERVER*	1.000	5487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
HEAD WAITER/ESS"	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
WAITER/ESS*	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
ASSISTANT WAITER/ESS*	1,000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112
CONCIERGE	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22				
SPECIALTY CAFÉ ATTENDANT	1.000	\$487	\$244	\$213	\$944	\$58	\$16.22	\$4.22	\$60	\$30	\$20	\$1,112

Above values are all in US Dollars

POSITION TITLE

- MONTHLY BASIC PAY FOR 40 HOURS PER WEEK INCLUDING COMPENSATION FOR IRREGULAR WORKING HOURS. WORK ON SATURDAYS, SUNDAYS, AND PUBLIC HOLIDAYS MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WEEK MONTHLY COMPENSATION FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH TOTAL MONTHLY GUARANTEED PAY OF 303.10 HOURS OF WORK PER MONTH
- SICK PAY PER DAY
- MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
- B. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
   ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN SUBJECT TO APPLICALBE VESTING PERIOD UNDER THE TERMS OF THE PLAN TO ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
   ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
   ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
   ADDITIONAL NON COMPENSATION BENEFITS + TOTAL MONTHLY GUARANTEED PAY.

<sup>\*</sup> AS AGREED BETWEEN NSU and RCI, THE MONTHLY TOTAL GUARANTEED PAY AND VACATION PAY FOR GROUP C SHALL NOT BE LESS THAN \$1050 PER MONTH AND PRO-RATED FOR PARTIAL MONTHS. ALL AMOUNTS IN COLUMNS 2.3.4.5 AND 6 ARE INCLUSIVE OF GRATUITIES AND/OR SERVICE FEES PROVIDED BY GUESTS OTHER THAN \$50.00 PER MONTH PAID BY OWNERS/COMPANY. IN RECOGNITION THAT OTHER SEAFARERS OFTEN ASSIST IN THE PERFORMANCE OF SERVICES. ANY GRATUITIES OR SERVICE FEES PAID TO THE SEAFARER OR COLLECTED BY THE OWNERS/COMPANY OR THE SEAFARER SHALL BE SHARED WITH OTHER SUCH SEAFARERS WHO ASSIST WITH ANY SERVICES THE OWNERS/COMPANY WILL RECOMMEND THAT GUESTS PAY GRATUITIES FOR BEVERAGE. DINING ROOM AND STATEROOM SERVICE.

**Benefit Value** 

# Royal Caribbean International - Wage Table

Appendix 4 - Hotel Group D - 2009

									Pension Plan	T&D	Internet Access	Total ITF
1	Factor	2		4	2	9	7	8	6	10	11	12
HEAD CLEANER	0.650	\$316	\$159	\$139	\$614	\$38	\$10.54	\$2.74	\$60	\$30	\$20	\$762
CLEANER	0.600	\$292	\$147	\$128	995\$	\$35	\$9.73	\$2.53	\$60	\$30	\$20	\$711
STAFF / OFFICER ATTENDANT	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	860	\$30	\$20	\$711
HEAD POOL ATTENDANT	0.650	\$316	\$159	\$139	\$614	\$38	\$10.54	\$2.74	860	\$30	\$20	\$762
POOL ATTENDANT	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	260	\$30	\$20	\$711
LINENKEEPER ASSISTANT	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	\$60	\$30	\$20	5711
CAFÉ ATTENDANT	0.600	\$292	5147	\$128	\$566	\$35	\$9.73	\$2.53	\$60	\$30	\$20	\$711
ROOM SERVICE ATTENDANT	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	\$60	\$30	\$20	\$711
BELL ATTENDANT	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	\$60	\$30	\$20	\$711
BAR UTILITY	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	\$60	\$30	\$20	\$711
CULINARY UTILITY	0.650	\$316	\$159	\$139	\$614	\$38	\$10.54	\$2.74	\$60	\$30	\$20	\$762
HEAD UTILITY	0.650	\$316	\$159	\$139	\$614	\$38	\$10,54	\$2.74	\$60	\$30	\$20	\$762
UTILITY	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	\$60	\$30	\$20	\$711
PROVISION / STOREKEEPER UTILITY	0.650	\$316	\$159	\$139	\$614	\$38	\$10.54	\$2.74	\$60	\$30	\$20	\$762
MESS ATTENDANT	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2,53	\$60	\$30	\$20	\$711
DINING ROOM CLEANER	0.600	\$292	\$147	\$128	\$566	\$35	\$9.73	\$2.53	\$60	\$30	\$20	\$711

Above values are all in US Dollars

1. POSITION TITLE

... MONTHLY BASIC PAY FOR 40 HOURS PER WEEK INCLUDING COMPENSATION FOR IRREGULAR WORKING HOURS . WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

... MONTHLY COMPENSATION FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH

4. MONTHLY COMPENSATION FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH

5. TOTAL MONTHLY COMPENSATION FOR 30.31.0 HOURS OF WORK PER MONTH

6. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY

7. SICK PAY PER DAY

8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS

9. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT

10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT

11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS

12. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS

13. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS

14. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS

### Annex 5, 6, and 7

### **Material Policies**

- Annex 5: Shipboard Drug and Alcohol Policy (SQM HR Section 6.05).
- Annex 6: Harassment, Inappropriate Guest Interaction and Zero Tolerance Policies (SQM HR Section 6.04).
- Annex 7: Progressive Discipline Process (SQM HR Section 6.07), Employment Termination / Dismissal (SQM HR Section 6.08) and Crew Member Conduct (SQM HR Section 6.10).



RCL (UK) LTD

(manual section is applicable for above companies)

HUMAN RESOURCES Chapter 6 - Recognition, Assessments and Disciplinary Action Revision 42 April 28 2009

6.05 Shipboard Drug and Alcohol Policy



### **Policy**

6.05.01 Policy

This policy applies to all officers, staff and crew, including concessionaires.

- No crewmember shall use, possess, sell or assist in the sale or distribution of illegal drugs.
- No crewmember may consume or otherwise use alcohol while on duty.
- No watchkeeping employees, or any employee holding a position as described in the Safe Manning Certificate, shall consume alcohol or any other intoxicating or anaesthetizing substance within 8 (eight) hours of the start of duty.
- No on-duty crewmember shall have a blood alcohol content (BAC) above .04%.
- No off-duty crewmember shall have a blood alcohol content (BAC) above .08%. Any
  crewmember found to have a BAC in excess of either of these limits, while either
  respectively on or off duty, shall be in violation of this policy and shall be relieved from duty
  and subject to immediate termination.
- Employees may enjoy alcoholic beverages including beer, wine and spirits in designated employee lounges. Employees who are permitted to socialize in designated areas may also enjoy alcoholic beverages in public lounges.
- Testing of an employee can be required by the company during the following circumstances:
- 1. Pre-Hire
- 2. Random Testing
- 3. At any time of an accident or near-accident
- 4. At any other time the Master has reasonable cause to require testing

Testing shall be required after stabilization of a serious marine accident.

### 6.05.02 Management's Responsibility

It is the policy of Royal Caribbean Cruises Ltd. that all Managers are responsible for the enforcement of and compliance with the company drug and alcohol policy. Every Royal Caribbean Cruises Ltd. Manager has an affirmative obligation to address any known or suspected violation of the company's drug and alcohol policy. Managers who knowingly choose not to address violations or potential violations of the company's drug and alcohol

policy will be subject to disciplinary action up to and including termination of employment.

Management always has the responsibility to ensure safe environment for both guest and crew. Therefore, management needs to ensure that all crew are properly trained and are following the approved procedures when serving alcohol to guests. All employees need to use reasonable judgment on how intoxicated and/or how old a guest is before serving alcohol. If a crewmember sees a guest that exhibits signs of intoxication (passed out, difficulty walking, slurred speech, etc) they need to immediately inform ship's security.

6.05.03 Policy Violations

Any employee who violates this policy may be subject to disciplinary action up to and including immediate termination of employment.



### 6.05.04 Background

Drug and alcohol abuse and its effects are significant social problems which also could cause safety concerns for the shipping industry, resulting in accidents, damage to property, morale problems and other security risks. International and national shipping administrations have recognized these potential problems and have issued recommendations and legislation regarding control of drugs and alcohol onboard ships.

The U.S. Government has requested the shipping companies' assistance with the investigation of drug smuggling including testing of crewmembers and certain other control procedures such as search of the crewmembers' cabins and personal effects. U.S. Customs has established agreements with the shipping companies with ships that regularly call on U.S. ports to ensure that the U.S. laws are followed.

Royal Caribbean International supports all Flag states and other lawful authorities in their efforts to reduce drug and alcohol abuse in the shipping environment.

The safety and protection of our guests, crew, ship and environment is of vital concern to Royal Caribbean International. We believe in taking every reasonable action to prevent accidents and the pollution of our oceans. Keeping our ships free from drug and alcohol abuse is an important part of our safe operations.

Royal Caribbean Cruises Ltd. has established a comprehensive alcohol and drug policy. The objective of this policy is to provide shipboard employees with a fundamental knowledge of what Royal Caribbean Cruises Ltd. expects from its employees regarding the use of drugs and alcohol

### 6.05.05 Information

The Hiring Partner should give information regarding this policy to newly hired employees before signing on a ship. Information regarding this policy and drug and alcohol awareness training is also delivered onboard each ship.

### 6.05.06 Testing

Testing of an employee can be required by the company during the following circumstances:

### 6.05.06a Pre-Hire

Royal Caribbean Cruises Ltd. or Royal Caribbean Cruises Ltd.'s Hiring Partners, may require any candidate for shipboard employment to be tested for drugs and/or alcohol as a condition of their employment. Candidates refusing a test or who test positive will not be employed.

### 6.05.06b Random Testing

The company may require random drug testing of all employees. Such testing will be carried out in compliance with internationally accepted procedures regarding collection and testing procedures, integrity and identity of specimens, laboratory requirements, chain of custody and review of results. The timing of random testing shipboard will be at the discretion of the Vtcc President of Human Resources.

### 6.05.06c At any time of an accident or near accident:

In case of an accident or near accident, the company or a regulatory enforcement official may require each crew member who was directly involved in the accident or near accident to be tested for evidence of drugs or alcohol.

After a serious marine accident chemical testing regulations require

- Any individual engaged or employed on board a vessel who is involved in a serious marine incident must be tested for drugs and alcohol.
- Alcohol testing must be conducted within 2 hours of when the serious marine incident occurred.
   This is to be done when the event is stabilized and the testing is deemed safe to be completed.
- Drug testing must be conducted within 32 hours of when the serious marine incident occurred
- The definition of a serious marine incident is:
  - 1. One or more deaths;
  - 2. An injury that requires medical treatment beyond first aide;
  - 3. Damage to property over \$ 100,000;
  - 4. Actual or constructive loss the vessel;
  - 5. Discharge of 10,000 gallons or more of oil to sea;
  - A reportable discharge of a hazardous substance or release of reportable quantities of hazardous material into the environment.

### 6.05.06d At any other time the Master has reasonable cause to require testing:

The Master may, whenever there is a reasonable cause, require any shipboard employee to be tested for evidence of drugs or alcohol. When a member of the management team feels there is reasonable cause to support the testing of any employee, a request along with any applicable supporting evidence must be made to the ship's master. The Master, at his own choosing, will then either approve or deny the request for the testing based on the provided evidence.

The Master may also, at his discretion, delegate authority for ordering an alcohol screening to another member of the senior management team (Staff Captain, Hotel Director, Chief Engineer.) When delegating this authority to another member of the senior management team, it is the Master's responsibility to ensure that the designated senior management team member is fully versed in the company's alcohol policy and testing procedures.

Individuals who refuse to submit to a test when requested to do so, will be removed from duty and may be immediately terminated.

### 6.05.07 Shipboard Alcohol Testing procedures:

The Master must be notified of all onboard testing. The Master or the Staff Captain must approve all testing.

Each vessel will be provided with SD-2 alcohol breath test unit. These test units are to be kept with the Security Officer and will be used for all on-board alcohol screenings.

Testing onboard will be done by one of the ship's Security Officer or by an acknowledged testing organization or laboratory. Testing will be witnessed by the Staff Captain or his/her designee, the HR Manager and another ship's officer.

The test is to be administered per instructions.

The authorized limits for employees are as follows:

Employees on duty: Maximum limit: 0.04% (includes watchkeepers)

Employees off-duty: Maximum limit: 0.08%.

The testing for alcohol abuse onboard will normally be done by use of the SD-2 alcohol breath test system. If the test results are inconclusive or questionable, a second test should be taken by the Medical center staff.

Testing for potential drug abuse will normally be done by urine test, but may be done by a blood test. Employees are required to provide blood specimens when directed to do so by the company or a regulatory enforcement official.

All testing and medical records must be kept strictly confidential. The results of the test may only

be used by the Ship's Master in determining possible employee disciplinary action.

Royal Caribbean Cruises Ltd. recognizes alcohol dependency as a treatable condition. Our aim in voluntary disclosure will be to guide or employees to seek professional help for rehabilitation Individually suited measures may be considered.

6.05.08 Tools

6.05.08a Operations Check List - The basic "nuts and bolts", step-by-step training and procedure guidelines for using the alcohol breath testing instrument. This should be reviewed often by every employee conducting alcohol breath tests

Intoxilyzer SD-2 Operations Checklist



Intoxilyzer SD-2 Operations Checklist.doc

6.05.08b Log Book - Examples of the QA Log Book, Employee Training Log and basic instruction hand-outs are included.

### Alcohol Testing Log Book



Alcohol Testing Log Book pdf

6.05.08c Intoxilyzer SD-2 Training and QA Doc . This attachment provides a plan for training an employee to conduct alcohol breath tests on the SD-2 unit and documenting that training. Re-certification should be completed every 5 years if the employee will be conducting alcohol breath tests. Instructions on how to establish an Quality Assurance Log Book for each instrument are also part of this document.

### Intoxilyzer SD-2 Training and Q&A



Intoxilyzer SD-2 Training and Q&A.doc

6.05.08d Intoxilyzer Test Result Form - This attachment should be used when completing all alcohol breath tests. The form should be completed and filed.

Intoxilyzer Test Result Form



Intoxilyzer Test result form doc

6.05.08e Certification - On completion of certification with the SD-2 Intoxilyzer as outlined in the training document 6.05.08e, the Security Officer is to be issued with the below certificate. This is to be issued after verification of the Breath Alcohol Technician Training log in 6.05.08b.

Test Certificate

NEW INTOMILYZER Test Certificate doc

Related Entries

**END OF SECTION** 

Revision 42 : April/28-2009



RCL (UK) LTD

(manual section is applicable for above companies)

HUMAN RESOURCES

Chapter 6 - Recognition, Assessments

and Disciplinary Action

6.04 Zero Tolerance Policy on Harassment, Inappropriate Guest Interaction, Alcohol
Abuse, and Crime



### **Policy**

### Zero Tolerance Policy on Harassment, Inappropriate Guest Interaction, Alcohol Abuse, and Crime

The Company will not tolerate undesirable behavior, such as harassment, inappropriate guest interaction, testing over the alcohol limits established by the company, and crimes (including but not limited to violence, theft, or illegal drug use). Such behavior will result in the automatic imposition of severe penalties up to and including termination for first offenses.

For the safety of our crew and our guests, any crew member who observes an apparent violation of this policy is expected to report it to his/her supervisor or manager.

### Harassment

### Definition: Harassment

Harassment, as defined for this policy, means verbal or physical conduct that demeans or shows hostility or prejudice toward an individual because of his/her gender, sexual preference, race, religion, color, national origin, age or disability, or that of his/her relatives, friends, or associates.

Harassment creates an intimidating, hostile, or offensive work environment. It can make it difficult for a person to perform their normal work duties. Victims of harassment may also be held back from other job opportunities.

Receiving appropriate job performance feedback, counseling, or direction from your supervisor is not considered harassment. If you object to the manner in which the feedback is provided, you may request a review with the department head.

### What Is Sexual Harassment?

'Sexual' harassment is a type of harassment. It means unwelcome sexual advances, requests for

sexual favors, or other verbal, written, or physical conduct of a sexual nature when it is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, unreasonably interferes with an individual's work performance, or creates an offensive work environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

The following behaviors are examples of sexual harassment and will not be tolerated:

Derogatory, degrading, and/or offensive comments about someone's gender or sexual orientation. This includes inappropriate jokes, stories, or retelling of experiences. Bringing physical objects or materials of a sexual nature into the workplace. This includes photographs, posters, calendars, or other graphic materials.

Using indecent language in the presence of a co-worker.

Touching co-workers in ways that may be considered 'sexual' or 'inappropriate'.

Pursuing an intimate relationship with a co-worker who does not reciprocate that interest. You should accept his/her decision and maintain a respectful working relationship.

If you feel you are being harassed you should immediately tell the person harassing you the behavior is unwelcome and must stop. If the harassment does not stop, follow the guidelines below for reporting harassment.

### Reporting Harassment

Here are the appropriate steps to take for reporting harassment:

Allegations of Sexual Harassment by crew members, directed at crew members, must be reported to HR.

Allegations of Sexual Harassment involving guests must be reported to Global Security (NOTE: If there is physical conduct that includes the touching of a sensitive body part the activity must be reported to Global Security for investigation as a possible crime).

All employees report incidents to their department heads.

Shipboard department heads report to the Staff Captain.

Shoreside department heads report to the Vice President of Human Resources.

If a complaint involves the employee's department head or if the employee has reported an alleged violation to the department head and employee does not believe that the department head has taken appropriate action, then the employee should act as follows:

Shipboard employees should report the alleged act to the Staff Captain.

Shoreside employees should report the matter to the Vice President, Human Resources.

What Happens When A Complaint Is Filed?

All inquiries or complaints will be investigated promptly, thoroughly, and as confidentially as possible for the protection of both the employee and the accused.

If an investigation confirms that harassment has occurred, the Company will take appropriate corrective action.

If the harassment involves someone who is not an employee, the Company will take appropriate action within its control.

You will never be punished for reporting harassment, as long as your report is honest.

Any manager or supervisor who is made aware of sexual harassment and fails to take corrective action according to this policy will be subject to discipline. Any manager or supervisor who retaliates against an employee for reporting a claim of harassment will be dismissed.

### Inappropriate Guest Interaction

### Sexual Contact or Intimacy with Guests Is Not Permitted

Our professional relationship with our guests makes it absolutely necessary that we conduct ourselves appropriately at all times. Sexual contact or intimacy with guests is never acceptable. This includes the following behaviors:

Having any sexual contact with guests even if guests consent. Offering sexual favors of any kind to guests. Accepting guests' sexual advances.

All of these behaviors violate Company policy. If you have sexual contact with guests you can be dismissed immediately. This policy applies to all employees when onboard Company vessels or ground properties owned or leased by the Company.

Having sexual relations with minors, sexual assault, and rape are all crimes punishable by law. All allegations of sexual contact with minors and sexual assault and rape will be investigated and reported by the Company to the proper legal authorities and will be prosecuted to the fullest extent allowed by the law.

### Avoid Problem Situations

The following guidelines are for the protection of you and our guests. These guidelines will be strictly enforced. Following them at all times will also help keep you safe from charges of assault from guests:

Never use guest elevators unless in the line of duty.

Never allow guests into employee quarters, other than for a legitimate business purpose.

Never allow guests to attend employee parties.

Never enter a guest stateroom without proper authorization. There are no exceptions. Any

employee found in a guest stateroom who is not fulfilling a guest accommodation (i.e. stateroom service, stewarding, or maintenance personnel) shall be dismissed immediately. Exceptions to this rule are only permitted where the Master has given expressed approval to crew members who are invited by guests to attend a specific social group gathering in a public area or suite. All crew members are expected to display friendliness toward our guests, but must balance that friendliness with professional behavior.

At the Master's discretion, employees may be granted permission to visit their family and/or friends in guest staterooms.

- Master's approval must be requested at least one week prior to the voyage.
- Employees may only visit guest staterooms and areas specifically authorized by the Captain.
- Visitation may only occur when the employee is not working.
- The employee must wear civilian clothing when visiting the guest stateroom.

### Safe Practices

Always treat guests with respect and courtesy. However, you should immediately report sexually aggressive individuals or guests to your supervisor or department head.

Always politely offer to contact security if a guest requests an escort back to his/her stateroom. Always tell the Bridge Officer if any guest is intoxicated and incapacitated. The Security Officer or any member of the security staff will be called to assist.

Always avoid touching guests in ways that may be considered 'sexual' or 'inappropriate'.

Always avoid contact with guests who are physically aggressive or violent. If a guest becomes violent with you, leave the scene and tell a member of the security staff.

### Alcohol Abuse

Royal Caribbean expects its crew members to be responsible for their actions at all times, including during transfers (o and from ships, inside terminals, while onboard, at our ports of call, during shore excursions, and at our private destinations. Consuming alcohol to excess impairs one's judgment and reduces one's ability to recognize and avoid potentially dangerous situations. Crew members who choose to consume alcohol must do so responsibly.

(The following statements are excerpted from the Company's Drug and Alcohol policy. The complete text of that policy can be found in HR 6.05)

- No crewmember shall use, possess, sell, or assist in the sale or distribution of illegal drugs.
- No crewmember may consume or otherwise use alcohol while on duty.
- No watchkeeping employees, or any employee holding a position as described in the Safe Manning Certificate, shall consume alcohol or any other intoxicating or anaesthetizing substance within 8 hours of the start of duty.
- No on-duty crewmember shall have a blood alcohol content (BAC) above .04%.
- No off-duty crewmember shall have a blood alcohol content (BAC) above 08°. Any
  crewmember found to have a BAC in excess of either of these limits, while either
  respectively on or off duty, shall be in violation of this policy and shall be relieved from duty
  and subject to immediate termination.
- Employees 21 years of age or older may entoy alcoholic beverages including beer, wine, and spirits in designated employee lounges. Employees who are permitted to socialize in

designated areas may also enjoy alcoholic beverages in public lounges.

- Testing of an employee can be required by the company during the following circumstances
- I. Pre-Hire
- 2. Random Testing
- 3. At any time of an accident or near-accident
- 4. At any other time the Master has reasonable cause to require testing

All crew members under the age of 21 are prohibited from consuming alcohol, regardless of ship location or local laws. Age is established at sign-on. If a crewmember celebrates his her 21 birthday while onboard, he/she may thereafter ask the ship's management to modify the ship's records to permit the consumption of alcohol. The individual will be required to present a government issued form of identification to establish that he or she is 21 or older. The ship's staff may refuse to serve alcoholic beverages to anyone who does not consume alcohol responsibly and may request verification of age to determine whether they are of age to consume alcohol pursuant to this policy.

No one under age 21 may possess or consume alcohol during transfers to and from ships, inside terminals, while onboard, or at our private desfinations.

Crew members under the age of 21 are not permitted to bring alcoholic beverages onboard for consumption or any other purpose, and are prohibited from purchasing alcoholic beverages from onboard shops or in ports of call. Security may inspect containers (water bottles, soda bottles, mouthwash, luggage, etc.) at any time, and those concealing or attempting to conceal alcohol will be subject to corrective action.

Crew members who violate any alcohol policy, including but not limited to underage drinking: providing alcohol to minor(s); possessing, concealing, or attempting to conceal alcoholic items in their luggage, when boarding, or while onboard; or failing to consume alcohol responsibly, will be considered for discipline up to and including termination under the provisions of this policy

The Company maintains an Alcohol Assistance Policy (AAP) which is available to all employees. Employees wishing to participate in the Alcohol Assistance Program must request to do so before they are found in violation of the alcohol policy.

### Management Accountability:

If an employee violates any of the provisions of this policy, the employee's supervisor, manager, and department head will be required to provide the Captain with information regarding what actions they took to prevent the violation, e.g. employee counseling, crew education, etc.

### Crime

Allegations of crimes committed onboard our ships must be reported to Global Security. Global Security is responsible for reporting those allegations to appropriate law enforcement and

VESSEL: Serenade of the Seas

IMO NO: 9228344

PORT OF REGISTRY: Nassau

REG TONNAGE (gross/net): 90090/53812

FLAG: Bahamian

**OFFICIAL NO: 9000068** 

DATE OF REGISTRY: July 4, 2003

ENGINE HP (NHP/IHP/BHP): 53,640 HP

CREW (D&E OFF) NO: 24

CREW (D&E\_RATINGS) NO: 59

CREW (CATERING) NO: 586

CREW (D&E OFF) NAT: International

CREW (D&E RATINGS) NAT: International

CREW (CATERING) NAT: International

REG OWNER: Serenade of the Seas Inc.

80 Broad Street, Monrovia, Liberia

VESSEL: Splendour of the Seas

IMO NO: 9070632

PORT OF REGISTRY: Nassau

REG TONNAGE (gross/net): 69130/37796

FLAG: Bahamian

OFFICIAL NO: 9000121

DATE OF REGISTRY: December 20, 2004

ENGINE HP (NHP/IIIP/BHP): 54,620 HP

CREW (D&E OFF) NO: 24

CREW (D&E RATINGS) NO: 58

CREW (CATERING) NO: 483

CREW (D&E OFF) NAT: International

CREW (D&E RATINGS) NAT: International

CREW (CATERING) NAT: International

REG OWNER: Splendour of the Seas Inc

80 Broad Street, Monrovia, Liberia

VESSEL: Vision of the Seas

IMO NO: 9116876

PORT OF REGISTRY: Nassau

REG TONNAGE (gross/net): 78491/42263

FLAG: Bahamian

OFFICIAL NO. 8000405

DATE OF REGISTRY: November 22, 2001

ENGINE HP (NHP/IHP/BHP): 46,200 HP

CREW (D&E OFF) NO: 24

CREW (D&E RATINGS) NO: 57 CREW (CATERING) NO: 491

CREW (D&E OFF) NAT: International

CREW (D&E RATINGS) NAT: International

CREW (CATERING) NAT: International REG OWNER: Vision of the Seas Inc.

80 Broad Street, Monrovia, Liberia

VESSEL: Voyager of the Seas

IMO NO: 9161716

PORT OF REGISTRY: Nassau

REG TONNAGE (gross/net): 137276/105011

FLAG: Bahamian

**OFFICIAL NO: 8000402** 

DATE OF REGISTRY: November 20, 2001

ENGINE HP (NHP/IHP/BHP): 56,322 HP

CREW (D&E OFF) NO: 29

CREW (D&E RATINGS) NO: 77

CREW (CATERING) NO: 815

CREW (D&E OFF) NAT: International

CREW (D&E RATINGS) NAT: International

CREW (CATERING) NAT: International

REG OWNER: Voyager of the Seas Inc.

80 Broad Street, Monrovia, Liberia

BEN OWNER.\* Royal Caribbean Cruises Ltd., 1050 Caribbean Way, Miami, FL 33132, U.S A.; Phone: +1-305-539-6000; Fax: +1-305-539-6168

CRUISE LINE:\* Royal Caribbean International, 1050 Caribbean Way, Miami, FL 33132, U.S.A.; Phone: +1-305-539-6300; Fax: +1-305-539-6168

MANAGER:\* Royal Caribbean Cruises Ltd., 1050 Caribbean Way, Miami, FL 33132, U.S.A.; Phone: +1-305-539-6000, Fax. +1-305-374-5819

MANNING AGENTS: Please see attached list.

HIRING PARTNERS: Please see attached list.

CONCESSIONAIRE (1):\* Beauty/Spa/Fitness: Steiner Management Services, 770 South Dixie Hwy.,Suite 200, Coral Gables, FL 33146, U.S.A.; Phone: +1-305-358-9002; Fax: +1-305-372-9310; Contact: Leonard Fluxman, President/CEO

CONCESSIONAIRE (2):\* Photography Service: Image Photo Service, 2085 NW 87<sup>th</sup> Avenue, Miami, FL 33172-20651, U.S.A.; Phone: +1-305-476-3666; Fax +1-305-476-3663; Contact: Jack Chapel, CEO

CONCESSIONAIRE (3):\* Port Lecturer: Onboard Media, 960 Alton Road, Miami Beach, FL 33139, U.S.A.; Phone: +1-305-673-0400; Fax: +1-305-674-9396; Contact: Robert Eichner, CEO CONCESSIONAIRE (4).\* Art Auctions: Park West Fine Arts, 16000 NW 59th Avenue, Miami Lakes, FL 33014.

USA; Phone: ±1-305-817-6400

CONCESSIONAIRE (5):\* Gift Shop: Starboard Cruises, 8052 N.W. 14<sup>th</sup> Street, Miami, FL 33126, U.S.A.; Phone: +1-786-845-7300; Fax: +1-305-477-4522; Contact. Robert Norris, President

CONCESSIONAIRE (6):\* Gift Shop: Harding Brothers. Avonmouth Way, Avonmouth, Bristol BS 11 8DD, England; <a href="https://www.hardingbros.co.uk">www.hardingbros.co.uk</a>.; Contact: Neil Harding. CEO and Harold Gittelmon, Managing Director

CONCESSIONAIRE (7): \* The Wedding Experience. 2600 SW 3<sup>rd</sup> Avenue, Suite 200, Miami, FL 33129, 305-421-7393; <a href="https://www.theweddingexperience.com">www.theweddingexperience.com</a>; Contact Barbara Whitehill, Managing Director

CONCESSIONAIRE (8): \* Australian Airbrush Tatoo, 8661 Wellington Loop, Kisimmee, FL 34747; 877-214-7100; Contact: Marty Thompson, Partner.

CONCESSIONAIRE (7):\* Contracted Entertainers

\*PLEASE PROVIDE COMPANY NAME, CONTACT NAME, ADDRESS, TELEPHONE, TELEFAX AND E-MAIL INFORMATION.

### **SCHEDULE 2:**

### ITF WELFARE FUND:

Adventurer of the Seas -	938	Seafarers
Allure of the Seas -	1,576	Seafarers
Brilliance of the Seas -	673	Seafarers
Enchantment of the Seas -	612	Seafarers
Explorer of the Seas -	921	Seafarers
Freedom of the Seas -	1,095	Seafarers
Grandeur of the Seas -	578	Seafarers
Independence of the Seas -	1,093	Seafarers
Jewel of the Seas -	671	Seafarers
Legend of the Seas -	563	Seafarers
Liberty of the Seas -	1,094	Seafarers
Majesty of the Seas -	668	Seafarers
Mariner of the Seas -	941	Seafarers
Monarch of the Seas -	667	Seafarers
Navigator of the Seas -	951	Seafarers
Oasis of the Seas -	1,576	Seafarers
Radiance of the Seas -	669	Seafarers
Rhapsody of the Seas -	580	Seafarers
Serenade of the Seas -	669	Seafarers
Splendour of the Seas -	565	Seafarers
Vision of the Seas -	572	Seafarers
Voyager of the Seas -	921	Seafarers
TOTAL	18,593	Seafarers

USD 250 PER POSITION PER YEAR (10% RULE): USD \$179,175 for 2009, USD \$250,588 for 2010, USD \$322,000 for 2011, USD \$393,413 for 2012 and USD \$464,825 per year thereafter.

Payment shall be remitted to the ITF through SpareBank 1, P.O. Box 778 Sentrum, N-0106 Oslo, Norway. IBAN: NO09 9001 6818 533. Swift Address: LABANOKK. Account No. 9001.68.18533 upon receipt of invoice.

UNION FEE:

As per Protocol dated 23. August 2005

RECEIVED:		
SIGNED:		

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