

Name ARCHIBOLD, ELISA V. USC/USR : N/A Dept : 486 Empl ID : 129729

Marital Status : S Sex : F Birthdate : 10/01/75 Crew ID : \_\_\_\_\_

Nationality : PAN Panama Social Security : N/A

Address (home) ..... ISLA COLON  
..... BOCAS DEL TORO  
.....

City, State, Zip ..... ISLA COLON  
Nation ..... PA Panama  
Telephone (home) .... (507) 757-9573

Ship : QUEST Voyage # : 61020 Airport of Origin : PANAMA CITY, PANAMA

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Permanent Job Code : CCL CELEBRITY CLEANER

Monthly Total Guaranteed Pay including Guaranteed Overtime: 572.00

Monthly Vacation Pay : .00

Hourly Overtime Rate : 2.41

Allotment : .00

CBA Daily Sick Wage Rate : 9.26

First Date of Hire : 08/15/07

Sign-On Date : 06/21/08 Projected Sign-Off Date : 01/03/09

Effective Payroll Date : 06/21/08

Remark :

I understand and accept that the employer may terminate this agreement with or without cause provided 7 days notice is given or 7 days pay in lieu of notice. I further understand and agree that the Collective Bargaining Agreement between the Company and the Union is incorporated into and made part of this Employment Agreement and that I and the Company are bound by its terms and conditions. I accept the position on the ship indicated above for the date shown. I understand that if I fail to show up to join the ship on the date shown above that I waive the right to work for the Company and any of its subsidiaries at any time in the future.

I acknowledge having received copies of (1) the Collective Bargaining Agreement referred to above effective on the date of this Employment Agreement and (2) the Employee Handbook.

IMPORTANT WARNING:

The Company's rules and regulations concerning crew conduct are maintained in the Crew Conduct Policy and in other shipboard rules and regulations. Seafarers must comply with all ship rules and regulations, whether verbal or written, at all times. While all Company rules and regulations are important and must be followed, the Company is providing an excerpt of the Crew Conduct Policy concerning sexual misconduct in this agreement.

Criminal penalties for alleged sexual misconduct can lead to many years in prison. All crew members must understand that the company has a zero tolerance to any form of sexual contact between crew members and guests, on or off the ship, at anytime during the guest's cruise vacation. Any such sexual contact will subject the crew member to immediate termination without warning. As part of this policy the company shall also:

1. Report all alleged sexual assaults to law enforcement for investigation and prosecution, including those allegations where a victim consented to the sexual encounter, but later claimed the activity was not consensual.
2. Cooperate fully with law enforcement or other government officials in the criminal investigation and prosecution of all such incidents to the fullest extent of the law regardless of where in the world the ship is located.
3. Respond to inquiries from any future prospective employer that any crew member terminated for violating this policy, even without criminal charges, is not eligible for rehire. Crew members therefore must understand that, because job opportunities in the cruise industry are limited, sexual contact with any guest in violation of company policy will have the likely practical effect of making the crew member ineligible to work for other cruise line employers.

Every crew member to whom this policy applies consents to and hereby agrees to be fully bound by these provisions.

ARBITRATION: If not resolved by the Union, Owners/Company, and/or the Seafarer, all grievances and any other dispute whatsoever, whether in contract, regulatory, tort or otherwise, including constitutional, statutory, common law, admiralty, intentional tort and equitable claims, relating to or in any way connected with the seafarer's service for the Owners/Company, including but not limited to claims for personal injury 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 binding arbitration pursuant to the United Nations Conventions on Recognition and Enforcement of Foreign Arbitral Awards(New York 1958), 21U.S.T. 2517, 330U.N.T.S. ("The Convention"), except as otherwise provided in any government mandated contract, such as the Standard POEA Contract for Philippine Seafarers. All disputes must be presented within three years from the date of the occurrence giving rise to the dispute or it will not be recognized and will be time-barred.

Any arbitration shall take place in the Seafarer's country of citizenship or the ship's flag state, in the parties' discretion, unless arbitration is unavailable under the Convention in those countries, in which case only said arbitration shall take place in Miami, Florida. The language of any arbitral proceedings shall be English. Any arbitration shall be administered by the American Arbitration Association under its International Dispute Resolution Procedures.

The Union shall appoint one arbitrator, the Owners/Company shall appoint one arbitrator and a third arbitrator shall to be jointly appointed by the Union and the Owners/Company. However, the Owners/Company and the Union, in their discretion, may jointly select a single arbitrator. The parties shall have the right in any arbitration to conduct limited examinations under oath of parties and witnesses, and medical examination necessary to verify any injuries or damages claimed. The Owners/Company, the Unions, and the Seafarer also acknowledge that they voluntarily and knowingly waive any right they have to a jury trial. The arbitration referred to in this Article is exclusive and mandatory. Claims and lawsuits may not be brought by any Seafarer or party hereto, except to enforce arbitration or a decision of the arbitrator.

The Owners/Company shall bear the costs related to the arbitration process from beginning to end including, but not limited to, fees charged and expenses incurred by arbitrators, and any costs related to proceedings brought by the Union necessary to enforce a decision. The Union and the Owners/Company shall bear the costs of their own attorney fees and legal representation. If the Seafarer retains counsel and files suit in contravention of this Article, or rejects the representation appointed by the Union at arbitration or thereafter, then he or she will cover the cost of his or her legal representation, if any. If the Seafarer is not represented by the Union, then the arbitrator shall seek the Union's opinion as to the interpretation of this agreement before making a decision.

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Employee Signature Elisa Archibold Date 24-6-08

Human Resources Witness  Date 6/20/08

HR - Printed Name P. L. Graham JDE ID# 332029

Distribution - Original signed copy Human Resources, copy Employee, copy Ship