

COLLECTIVE AGREEMENT

BETWEEN

CELEBRITY CRUISES INC.

AND

**FEDERAZIONE ITALIANA TRASPORTI - CISL
- ITF FOREIGN FLAG DEPARTMENT Italy**



Collective Agreement between Celebrity Cruises Inc. and Federazione Italiana Trasporti - CISL - ITF, Effective January 1, 2008



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Collective Agreement between Celebrity Cruises Inc and Federazione Italiana Trasporti - CISL - ITF, Effective January 1, 2008



COLLECTIVE AGREEMENT

This Agreement is made the tenth (10th) of October 2007 and is effective from the first (1st) of January, 2008 until the 31st December 2009.

Thereafter this Agreement will be automatically renewed on a yearly basis, unless cancelled by either of the parties with, at least, three (3) months notice prior to expiration.

Article 1 - Parties of Special Agreement

CELEBRITY CRUISES INC. and Azamara Cruises (hereinafter referred to as the Company), agents of the ships on Addendum 1, as such Addendum may be amended from time to time.

AND

FEDERAZIONE ITALIANANA TRASPORTI – CISL- ITF FOREIGN FLAG DEPARTMENT Italy (hereinafter called the Union), represented by Mr. Remo Di Fiore, with its office in Rome, Via Antonio Musa, 4, Phone 442861315 – Fax 4402991.

This agreement will apply to all Marine, Hotel, and Food crew personnel of above mentioned vessels (ranks and wages as stated in Appendix 1, pages 1-14) with the exception of personnel, covered by another CBA (including Social Fund Insurance).

Article 2 - Application of the Agreement

A) Any personnel to whom this Collective Agreement is applicable, in accordance with Article 1 above, shall be covered by the Agreement with effect from the date on which he/she is engaged, whether he/she has signed articles or not, until the date on which he/she signs-off and/or the date until which, in accordance with this Agreement, the Company is liable for the payment of wages.

B) It is understood that the Company contracts with concessionaires to provide personnel and service on the vessels in certain food and hotel areas (restaurant, kitchen, bar, laundry, gift shops, photography, spa and salon facilities). The Concessionaires have authorized the Company to agree on their behalf to the terms of this Agreement including the applicable Appendices and to signify that Concessionaires will abide by all agreed terms.

C) The Seafarers who are covered by this Agreement, the Union, and the Company shall refrain from strikes, work slow downs, lockouts and similar action at sea and in ports during the length of this contract.

As far as the FIT-CISL ITF Foreign Flag Dept., Italy contributions refer to Addendum 2

Collective Agreement between Celebrity Cruises Inc. and Federazione Italiana Trasporti – CISL – ITF, Effective January 1, 2008



Clauses and Terms of Collective Agreement
Effective as from January 1, 2008

Article 3 – Wages

- A) The monthly wage paid to each seafarer shall be according to the attached Appendix 1 and shall, after allowing for all statutory deductions and/or deductions authorized by the seafarer, be paid to the seafarer directly.
- B) The wages to be calculated in US dollars only. The Owners/Company may pay net wages by Direct Deposit. The Seafarers shall receive their wages in two payments -- one payment made on the 15th 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.

Article 4 - Wages Calculation

For the purpose of calculating wages, a calendar month shall be regarded as having thirty (30) days and every day shall be regarded as one-thirtieth (1/30) of a month. Wages are applicable commencing from the date of embarkation until the date of disembarkation (sign on the vessel and sign off the vessel). For the purpose of calculating wages for completed months, in order to be entitled to Extra Overtime Compensation at the Extra Overtime Rate, a Seafarer must have performed hours of work during that month in addition to 303 hours. For the purpose of calculating wages for a partial month, in order to be entitled to Extra Overtime Compensation at the Extra Overtime Rate for that month, a Seafarer must have performed hours of work during that partial month in addition to the prorated amount of 303 hours.

Article 5 - Hours of Duty and Pay Rules

- A) **Marine Personnel**
- 1) **Marine Officers –**
- a) The Marine Officers are salaried with fully integrated and totally consolidated wages for all hours worked, including irregular working hours, work on Saturdays, Sundays and on Public Holidays. The Marine Officers are the Master, Staff Captain, Chief Engineer, Chief Officer, Chief Electrician, Staff Chief Engineer, First Engineer, Second Officer, Second Engineer, First Electrician, Air Conditioning Engineer, Third Engineer, Third Engineer Sanitation, Second Electrician. Monthly Total Compensation, stated in the Wage Scale (Appendix 4) is pay for all hours



worked, including irregular working hours, work on Saturdays, Sundays and on Public Holidays.

b) In exceptional circumstances, the 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 Company SQM-policy will be taken during a Seafarer's vacation leave.

2) **Deck/Engine Ratings –**

a) For Deck and Engine Personnel, Monthly Total Guaranteed Pay (column six of the Pay Scale of Appendix 5) includes Basic Pay (for forty-four [44] ordinary work hours per week) (column one), Initial Overtime Compensation for work between forty-four (44) and fifty-six (56) hours per week (i.e. Monday to Sunday and Public Holidays)(column two), Monthly Subsistence Allowance (column four), and Monthly vacation compensation (column five), and Monthly Supplemental Overtime Compensation for an additional sixty-point-six two (60.62) guaranteed overtime hours per month (column three). The total of monthly guaranteed pay is in return for 303.10 hours of work per month. Any ordered overtime work in addition thereto shall be paid, upon notification by the seafarer, according to the extra overtime rate as set forth in column nine (9) of the Pay Scale in Appendix 5.

b) In exceptional circumstances, the 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 Company SQM-policy will be taken during a Seafarer's vacation leave.

3) **Riding Crew –**

Riding Crew are composed of a select group of one hundred to nine hundred highly skilled Marine Officers and Marine Ratings who travel from ship to ship to complete unique and particular projects. Riding Crew are an addition to the normal ship crew. The Company requires these Seafarers to return to work earlier and/or to extend their contracted service period more often than what is required of them when they are in other Marine Officers and Marine Ratings positions. In all other ways, the hours of duty and pay rules for regular Marine Officers and Marine



Ratings apply equally to Marine Officer and Marine Ratings Riding Crew, respectively.

B) Food and Hotel (Catering) Personnel –

Catering Personnel covered by this Agreement are divided into four (4) Groups as indicated in Appendix 6. Seafarers who receive gratuities from passengers should share a portion of the gratuities with Seafarers who assist them. The Company may provide gratuity-sharing guidelines and assist the process of gratuity sharing.

1) Group A:

Group A is not covered by the work hour limitation.

2) Group B:

(a) The Total Monthly Guaranteed Pay for this group (see column five (5) of the Pay Scale) includes Basic Pay for a forty (40) hour ordinary work week (see column two (2) of the Pay Scale), compensation for work between forty (40) and fifty-six (56) hours per week (see column three (3) of Pay Scale) and sixty point sixty-two (60.62) guaranteed overtime hours per month (see column four (4) of Pay Scale). Total Monthly Guaranteed Pay is in return for 303.10 hours of work per month.

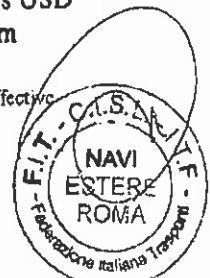
(b) Any ordered overtime work in addition thereto shall be paid according to the extra overtime rate as set forth in column eight (8) of the Pay Scale, upon notification by the seafarer.

3) Group C:

(a) For this group, the Total Monthly Guaranteed Pay includes compensation for irregular working hours, work on Saturdays, Sundays, Public Holidays, and Leave Pay. Total Monthly Guaranteed Pay equals column five (5) of the Pay Scale and includes Monthly Basic Pay for a forty (40) hour ordinary work week (see column two (2) of the Pay Scale), compensation for work between forty (40) and fifty-six (56) hours per week (see column three (3) of the Pay Scale), and sixty point sixty-two (60.62) guaranteed overtime hours per month (see column four (4) of Pay Scale). Total Monthly Guaranteed Pay is in return for 303.10 hours of work per month.

(b) Any ordered overtime work in addition thereto shall be paid, upon notification by the seafarer, according to the extra overtime rate as set forth in the column eight (8) of Pay Scale.

(c) The Total Monthly Guaranteed Pay received by Seafarers in this Group shall be made up of Gratuities or Service Charges provided by passengers. The Company is obliged to charge passengers a Service Charge or advise passengers that the suggested gratuity guideline is USD three point fifty (3.50) per passenger, per day for the Dining Room



service and USD three point fifty (3.50) per passenger, per day for the Cabin service, and otherwise, in accordance with the services rendered. The Company shall suggest a gratuity guideline of at least 15% per beverage for the Bar service. Seafarers who receive gratuities from passengers should share a portion of the gratuities with Seafarers who assist them. The Company may provide gratuity-sharing guidelines and assist the process of gratuity sharing.

(d) If in any month, minimum total income earned is below the amount of Total Monthly Guaranteed Pay, the seafarer will be paid a supplement equal to the difference between the salary and service money received and the guaranteed amount.

(4) **Group D**

(a) For this group, the Total Monthly Guaranteed Pay equals column five (5) of the Pay Scale and includes Basic Pay for a forty (40) hour ordinary work week (see column two (2) of the Pay Scale), compensation for work between forty (40) and fifty-six (56) hours per week (see column three (3) of the Pay Scale) and sixty point sixty-two (60.62) guaranteed overtime hours per month (see column four (4) of the Pay Scale). Total Monthly Guaranteed Pay is in return for 303.10 hours of work per month.

(b) Any ordered overtime work in addition thereto shall be paid according to the extra overtime rate as set forth in column eight (8) of the Pay Scale.

Article 6 - Hours Of Rest

Each Seafarer shall have at least ten (10) hours off duty in any twenty-four (24) hours and seventy-seven (77) in any seven (7) day period. Hours of rest may be divided into no more period 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 hours.

Article 7 - Overtime

Any hours worked in excess of the guaranteed overtime hours shall be paid for by overtime according to the rate in column eight (8) of the Pay Scales attached as Appendix 1. The Company will record overtime worked for each seafarer. The seafarer shall review and sign the overtime records at the end of each pay period with their supervisor.

Article 8 - Service in Case of Emergency

Any hours necessary in case of emergency, directly affecting the immediate safety of the vessel, passengers and crew, of which the Master shall be the sole judge, or for safety or



boat drill, or work required to give assistance to other vessels or persons in immediate peril shall be recognized neither as ordinary nor as extra hours and shall not count for overtime payment.

Article 9 - Service in Warlike Operations Area

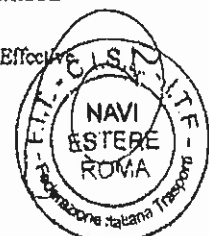
- A) During the assignment, a seafarer shall be given full information if the Ship expects to enter into a warlike operations area in the Ship's trading pattern and shall have the right not to proceed to such warlike operations area, in which event, he/she shall be repatriated at Company's cost with 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 will be paid a bonus amounting to double the basic wage for the duration of this ship's stay in such area subject to a minimum of five (5) days pay. Similarly, the compensation for disability and that more shall be doubled.
- C) The existence and location of a "warlike operations area" will be indicated by Lloyd's.
- D) A seafarer shall have the right to accept or decline the assignment without risking losing his/her employment or suffering any other detrimental effects.

Article 10 - Ship's Manning and Provisions

- A) The vessel shall be manned according to the international conventions concerning safety. Provisions shall be adequately sufficient during voyages. Seafarer's shall not be required to carry out dock cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF dockers union concerned unless ITF dockers union workers are not available and the Company's guest can not otherwise be accommodated, and provided that the individual Seafarer who carries out such duties shall be adequately compensated.
- B) Compensation for such work performed during the normal working week, as specified in Article 5, shall be by payment of the overtime rate listed in column eight (8) of the pay scales contained for each hour or part of an hour that such work is performed, instead of the basic pay rate.

Article 11 - Leave Pay

- A) **Marine Officers** shall be entitled to seven (7) days of Leave Pay for each month of service on board or prorata. One (1) day of Leave Pay shall be equal to one (1) day of Monthly Basic Pay and shall be included in Monthly Total Guaranteed



Pay. A calendar month shall be regarded as having thirty (30) days and every day shall be regarded as one-thirtieth (1/30) of a month. Leave Pay is not accrued while traveling to and from the ships for the purpose of signing on and off for vacation. Monthly Vacation Pay is calculated as being equal to the Basic Wage divided by 25 multiplied by the number of days worked on board.

- B) **Deck and Engine Ratings and Riding Crew** shall be entitled to seven (7) days of Leave Pay for each month of service on board or prorata. One (1) day of Leave Pay shall be equal to one (1) day of Monthly Basic Pay and shall be included in Monthly Total Guaranteed Pay. A calendar month shall be regarded as having thirty (30) days and every day shall be regarded as one-thirtieth (1/30) of a month. Leave Pay is not accrued while traveling to and from the ships for the purpose of signing on and off for vacation. 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.
- C) **Non-gratuity earning Catering Personnel** shall be entitled to three (3) days leave pay for each month of service or prorata. A calendar month shall be regarded as having thirty (30) days and every day shall be regarded as one-thirtieth (1/30) of a month. Leave Pay shall be based on Monthly Basic Pay. Qualifying service shall count from the time a seafarer is originally signed on board (whether he/she signed the Contract or not), until the final sign-off. Accrued Leave Pay shall be paid to the seafarer at sign off at the end of his/her period of service and shall be in accordance with the amount set forth in the respective wage scale. 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.
- D) **Gratuity earning Catering Personnel** shall be entitled to three (3) days Leave Pay for each month of service or prorata. A calendar month shall be regarded as having thirty (30) days and every day shall be regarded as one-thirtieth (1/30) of a month. Vacation pay shall be included in the Monthly Total Guaranteed Pay. Qualifying service shall count from the time a seafarer is originally signed on board (whether he/she signed the Contract or not), until the final sign-off.

Article 12- Sick Pay, Maintenance and Cure

- A) When a seafarer becomes sick or injured during a voyage within the service period, the Employer will pay the Seafarer Daily Sick Pay at the rate set forth in column seven (7) of the Pay Scale 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 thirty (130) days, provided satisfactory medical certificates are submitted.



- B) With respect to Maintenance, the Company shall provide the seafarer with living accommodations during the period of treatment and convalescence, or in the discretion of the Company, provide USD \$10 - \$25 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 be of a permanent character.
- C) With respect to Cure, the Employer shall be liable to defray the expenses of medical care until the sick or injured seafarer has been cured or until the sickness or incapacity has been declared to be of a permanent, chronic, or incurable character.
- D) Insurance and medical coverage will be under and in accordance with protection and indemnity insurance coverage provided on cruise vessels, not including dental expenses or optical services expenses for pre-existing conditions. Insurance coverage ceases when the seafarer signs off the vessel or is otherwise not in the service of the vessel, e.g. whilst on vacation or on personal leave.
- E) The Company is entered with an International Group Protection and Indemnity Club or other insurance companies guaranteeing the usual seafarers coverage. If the Seafarer is covered by a national insurance scheme, expenses shall first be reimbursed by the national insurance scheme first and then by the Company, provided that this provision does not modify the Company's 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 treat with a provider not in the Company network, national health insurance scheme, or other Government-sponsored health plan, the Company's sole obligation in that case is to pay the lesser of the Company network rate, the national health insurance scheme rate, or other Government rate.

Article 13 - Conditions Regarding Maintenance and Cure

All payments related to maintenance or cure shall be subject to the following conditions:

- A) The seafarer shall comply with the instructions of the Company or their Agents at the port where he/she is landed, subject to medical approval and
- B) The seafarer shall report his/her arrival at his/her own home or original place of engagement whichever is appropriate to the Company or their Agents as soon as possible after repatriation.

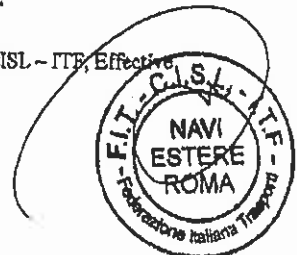


Article 14 - Compensation for Loss of Life

- A) If a seafarer dies as a result of an accident or from natural causes whilst in the employment of the Vessel, including accidents occurring whilst travelling to/or from the Vessel at the request of the Company or their Agents, or as a result of marine peril (but excluding death occurring from the seafarer's own willful act of negligence) the Company shall pay the sum of USD sixty-thousand (60,000) to his/her designated beneficiary(ies) as further detailed below and USD fifteen thousand (15,000) to each child under the age of twenty-one (21) with a maximum of four (4) children.
- B) Any payment under this Article shall be without prejudice to any claim for compensation in law, but all (100%) of such disability payments made under this contract shall be deducted from any award, settlement or recovery for damages received in connection with any claim or lawsuit arising out of the incident giving rise or in any way related to the death of a seafarer. Insurance against such possible contingencies will be arranged.
- C) Every seafarer shall name, in his/her employment contract, a beneficiary(s) to receive the above stated death benefits. Such beneficiary(s) shall be, jointly or severally, his/her spouse (civil or common law) parents or child(ren), who shall receive the death benefits in the proportion specified by the seafarer.
- D) In the event of a dispute respecting the entitlement of a seafarer or his/her beneficiary(s) to compensation under this Article, or respecting the amount of such compensation, the Company and Union shall select an impartial person of good standing to decide the issue, and his/her decisions shall be final. The fee, if any, of the impartial person shall be borne equally by the Company and the seafarer or his/her beneficiary(s). The compensation specified herein shall be the exclusive and maximum liability of the Company in respect of death due to any cause in respect of which the Company is not responsible.
- E) Should a seafarer die during his/her period of service, his/her body shall be repatriated as directed by next of kin under the law of the seafarer's country of residence.

Article 15 - Compensation for Disability

- A) If the seafarer, due to no fault of his or her own, meets with an accident while working on board or while traveling to or from the vessel on company business at Company expense, and as a result the seafarer's ability to work is reduced, the Company shall pay the seafarer disability compensation at a percentage depending on the degree of disability of up to USD sixty-thousand dollars (\$60,000). The degree of disability shall be determined by a competent doctor or medical institution agreed upon by the Union and the Company.



- B) Any payment under this Article shall be without prejudice to any claim for compensation in law, but all (100%) of such disability payments made under this contract 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. Insurance against such possible contingencies will be arranged.
- C) In cases that the seafarer's injury is not due to the Company's fault and provided that the seafarer has notified the Union of his/her complaint, the compensation payments under this clause shall be in full and final settlement of the seafarer's claim.

Article 16 - Repatriation

A seafarer shall be entitled to repatriation at the Company's expenses:

- A) After the work period set forth in Article 21;
- B) When signing off owing to sickness or injury
- C) When signing off owing to discharge by the Vessel and/or the Company due to any reason, except when the discharge for cause with Master's report in the log book witnessed by another; subject to Article 21.
- D) Upon the loss, laying-up or sale of the vessel;
- E) According to paragraphs c) and d) of Article 22, Repatriation shall have to take place in such a manner that it meets all reasonable requirements with regard to comfort. The Company shall be liable for a cost of maintaining the seafarer ashore until repatriation takes place. A seafarer who is discharged at his/her own request prior to the completion of the contract period shall be responsible for transportation costs and maintenance in connection with return to his/her place of engagement.
- F) For Food and Hotel (Catering) personnel:
The Company may deduct any advances due from the departing seafarer from his/her, accrued wages. Where a seafarer is discharged on disciplinary grounds, the same transportation cost arrangements shall apply. Disciplinary discharge can be on one (1) day notice. Upon the seafarer's discharge after completion of the term of this Agreement or release on vacation, the Company shall, at its cost, return the seafarer by surface transportation or by air to the place of engagement save that: return by air shall be on economy basis by a service of a regular transport carrier or by chartered aircraft. The seafarer shall be responsible for the cost of his/her return to the vessel directly after completion of the vacation period.



If, on compassionate ground, (e.g. personal hardship), a seafarer requests discharge before the expiration of his/her engagement, the costs of his/her return passage to his/her residence and his/her maintenance ashore shall be at the seafarer's expense and recoverable from accumulated earning.

Article 17 – Discrimination and Harassment Prohibited

Discrimination against or harassment of anyone by seafarers on the basis of race, color, sex, nationality, ethnic origin, religion, age, sexual orientation, or disability will not be tolerated and may constitute cause of termination of employment.

Article 18 – 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 three months 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 six months 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;
- 2) 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, then the seafarer must sign off the vessel. Upon sign-off, the company



will provide the pregnant seafarer with two months of Monthly Basic 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 company will rehire the seafarer.

Article 19 – Uniforms

Uniforms shall be worn in accordance with rank and subject always to Company rules. The Company should provide uniforms with company logos and laundering of the same free of charge to the Seafarers.

Article 20 - Seafarer's Effects, Loss or Damage through Misfortune

- A) When a seafarer to whom this Contract applies, suffers total or a partial loss, or damage to his/her personal effects, as a result of the wreck, loss, stranding or abandonment of the vessel, or as a result of fire, flooding or collision, he/she shall be entitled to recover from the Company compensation up to a maximum of USD three thousand (3,000).
- B) The Seafarer shall certify that any information provided with regard to loss property is true to the best of his/her knowledge.

Article 21 – Duration of the Contract

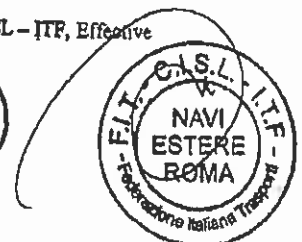
- A) For Marine Officers, the duration of the service period is normally four (4) months. The duration of employment with a period contract can also be stipulated for a shorter period, with the Company having the right to reduce or to extend this time for a maximum of two (2) months, scheduling relief at the most convenient port.
- B) For Deck and Engine personnel, the duration of the service period is normally seven (7) months. The duration of employment with a period contract can also be stipulated for a shorter period, with the Company having the right to reduce or to extend this time for a maximum of one (1) month, scheduling relief at the most convenient port.
- C) For Hotel and Catering personnel, the duration of the service period is normally ten (10) months. The duration of employment with a period contract can also be stipulated for a shorter period, with the Company having the right to reduce or to extend this time for a maximum of two (2) months, scheduling relief at the most convenient port.



- D) For Riding Crew, the duration of the service period is normally one (1) month. The duration of employment with a period contract can also be stipulated for a shorter period, with the Company having the right to reduce the service period to a minimum stipulated period contract of two (2) weeks or to extend the service period for a maximum stipulated period contract of eight (8) months, scheduling relief at the most convenient port. However, when Riding Crew are needed for eight (8) months, they will be hired for two (2) consecutive contracts of four (4) months.

Article 22 – Termination of the Contract

- A) Seven (7) days notice of termination of employment shall be given by both sides, in writing only.
- B) For the first time seafarers, the initial three (3) months on board shall be considered as a probationary period. During and at the end of probationary period, the Company, if not satisfied of the seafarer's performance, has the right to terminate the employment giving to the seafarer seven (7) days notice paying the wages until the date of signing off and the repatriation expenses. At the end of the probationary period, the new seafarer also has the right to terminate his/her employment by giving seven (7) days advance notice to the Company to enable his/her relief to be appointed and join the vessel but he/she is liable for all his/her own repatriation expenses.
- C) **Return ticket deposit:** To preserve the Company's rights (in accordance with some police/immigration rules and regulations of various countries), each seafarer is the Hotel Department shall deposit money with the Company that will be used to purchase the seafarer's transportation to his/her place of lawful residence in the event the seafarer is discharged at his/her own request or for cause prior to the completion of his/her contract. The amount of the deposit will depend upon the geographic location of the seafarer's place of lawful residence, and will be specified in notices to be posted from time to time by the 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 ninety (90) 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 upon completion of the contract. Alternatively, the seafarer may request that the Company use the deposit to purchase the transportation that the seafarer will use to meet the vessel at the commencement of the seafarer's next contract, with any amount remaining after such a purchase being returned to the seafarer.
- D) A seafarer compelled to leave his/her employment before the agreed period of service on board the vessel has expired, through no fault of his/her own but on the



loss or accident or cause idling the vessel or laying up or sale of vessel, shall be entitled to receive compensation equivalent to two (2) months of basic monthly wage. The seafarer will not be entitled to the compensation under this Article if he/she has given notice of termination of his/her contract under paragraph a) above.

- E) If the seafarer signed on for a specific voyage and his/her period on the vessel is subsequently altered substantially with regard to the duration such that the seafarer is on the vessel for longer than two (2) months, he/she shall be entitled to enter into a period contract in accordance with the provisions of paragraph a).
- a) F) A seafarer shall be entitled to sign off immediately if the vessel is certified unseaworthy in accordance with the provision of Chapter 1, Regulation 19, of the Safety Life at Sea Convention (SOLAS). A vessel shall also be regarded as unseaworthy if it is not in possession of one or more of the certificates required under Chapter 1, Regulation 12 and 13 of SOLAS.
- G) In the event that the seafarer terminates his/her own employment prior to the expiration of the stipulated period other than those stipulated in Article 16 b), c) then the repatriation and replacement costs will be borne by the seafarer.

Article 23 – Employment Commencement Expenses

- A) Expenses in connection with commencement of service on board shall be paid by the Company, except with respect to travel expenses for Hotel personnel in Group C.
- B) Traveling expenses paid by the 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. 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 Company's Travel Policy and listed in the Human Resources Office on board.
- C) The seafarers is required to maintain and renew his or her medical certificate at the seafarer's expense. 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. The seafarers shall obtain physicals as requested by the Company at medical facilities designated by the Company.
- D) Seafarers are required to maintain their licenses/certificates in order and up to date as well as to pay for any renewal or yearly dues on same. The seafarers shall provide proof from a local competent local authority in his home country that he has never been convicted of a felony or comparable serious crime.



- E) Seafarers shall pay the cost for the United States C1/D Visa. The Company shall pay the cost of any itinerary driven visas.

Article 24 – Transfer

A seafarer may be transferred at any port to any vessel owned or operated, manned or managed by another company related to the Company provided always that his/her rating and rates of wages and terms of service are in no way inferior to his/her status on the first vessel and the total service does not exceed that originally agreed upon.

Article 25 – Work Schedules

Seafarer shall be advised of regular work schedule inclusive of required overtime, where applicable. Work in excess of the scheduled hours may be required in the discretion of the Company where such is necessary for management and maintenance of the vessels and revision of service to passengers.

Article 26 – Concessionaire's Seafarers

It is understood that the Company contracts with concessionaires to employ seafarers and provide services on the vessels in the restaurant, kitchen, bar, laundry, gift shops, photography, spa and salon facilities. The Concessionaires have authorized the Company to agree on their behalf to the terms of this Agreement including the applicable Appendices and to signify that concessionaires will abide by all agreed terms.

Article 27 – Indemnification of Company

Where a seafarer illegally stays in a country or if he/she is discharged for carrying narcotics or if a seafarer intentionally damages property or injures a person on the vessel, then the Company may recover any actual losses it suffers such as fines, lawsuits or replacement/repair costs from the seafarer.

Article 28 – Grievances and Disputes

- A) If the Seafarer feels that a provision of this Agreement has been violated or that he/she has been unfairly treated, the seafarer shall have the right, either personally or through a fellow seafarer spokesperson, to present the grievance or dispute to his/her department head and, if the seafarer remains dissatisfied, to the ship's Human Resources Manager.
- B) If the seafarer remains dissatisfied, then the seafarer shall deliver to the Master written Notice of the dispute or grievance details; and no grievance or dispute will be recognized if the written Notice is not provided within thirty (30) days from the date that the grievance or dispute arose. The Master shall decide the issue. If the Seafarer is dissatisfied with the decision of the Master, then within ninety (90)



days, the Seafarer shall deliver written notice of the grievance's details and of his or her dissatisfaction with the Master's decision to the representatives of the Union and the Company.

- C) If the Seafarer is not on board the vessel and in dispute or dissatisfied with the decision of the Master or other Company official, then within thirty (30) days of sign-off, the Seafarer may appeal in writing to Human Resources – Fleet Employee Relations, then within ninety (90) days of the Company's decision on appeal, the Seafarer shall deliver written notice of the grievance's details and of his or her dissatisfaction with the decision to the representatives of the Union and the Company.
- D) Within thirty (30) days of receipt of the written notice of the Seafarer's dissatisfaction, the representatives of the Union and the Owners/Company shall confer to resolve the dispute.
- E) If the dispute is one involving the amount of wages paid to the Seafarer, the parties hereby agree that the Company shall have the right, without incurring any further liability, within sixty (60) days of the Master receiving written Notice from the seafarer of a grievance and dissatisfaction of the Master's decision, to either pay the amount claimed by the Seafarer or to commence an arbitration to resolve the claim and deposit the amount claimed into an interest bearing account pending a legal determination of whether the claim has merit. In the event the Company deposits the claimed amount as provided, the parties agree the sole amount to be paid to the Seafarer if the Seafarer's claim is later determined to have merit will be the amount claimed plus any accrued interest from when the dispute or grievance arose.
- F) The decision of the Master (or the Company on appeal) shall govern until the grievance or dispute can be resolved by the representatives of the Union and the Company. Seafarer shall continue to peacefully and satisfactorily perform his/her duties and the parties shall faithfully observe this Agreement while grievances and disputes are being resolved.

Article 29 – Discipline

- A) Nothing contained in this Agreement is intended or to be so construed by any party as restricting in any way the lawful authority of the Master or to give to any seafarer cause or excuse for refusing or failing to carry out the lawful order of any superior.
- B) The Company may terminate the employment of the seafarer:
 - i) Upon the misconduct of the seafarer giving rise to a lawful entitlement to dismiss in accordance with the attached Code of Conduct and in accordance



with the Company formal procedures. The Company has the obligation to verify, if required, along with the Union, the validity of the decision to dismiss in order to confirm such decision or rescind it. The Company agrees to submit relevant documentation as requested by the Union.

- 2) If the seafarer fails the Drug and Alcohol Test applied by the Company or their Agents or refuses to subject himself/herself to such tests when required.
 - 3) If the seafarer is discharged for gross misconduct, then the seafarer shall not be eligible for rehire.
- C) In such cases, the seafarer concerned shall be responsible for all expenses sustained by the Company in his/her repatriation which amount may be deducted from his/her balance of wages as permitted by applicable law.

Article 30 – Union Exclusivity & Representatives

- A) Only the Union Signatory hereto is recognized by the Company as representatives of seafarer covered by this Agreement. All seafarers covered by this Agreement serving aboard the covered vessels shall be members of the signatory unions.
- B) The Company recognizes the Union's right to nominate a representative on board the vessel among the seafarer to whom this Contract is applicable.
- C) Furthermore, the Company agrees to accord one (1) voyage per year to one FIT/CISL –ITF representative to visit the seafarers if space/cabin is available.
- D) The Company will appoint a responsible purser to handle all matters concerning this Agreement and the payments required to seafarers.

Article 31 – Notice of Arrest

In accordance with Article 27, if the Company neglects to meet the requirements of this Agreement, the Union, acting on behalf of the seafarer, shall be entitled to takes such measures against the responsible parties. No arrest of a Company's vessel shall be attempted by the Union or a seafarer (where the seafarer has notified the Union of the complaint) covered by this Agreement unless thirty (30) days notice, in writing, is given to the Company of the asserted claim with particulars and of the intent to arrest the vessels (s). Further, no arrest shall be attempted with respect to any claim or dispute until the arbitration procedure specified in Article 26 of this Agreement has been completed.



Article 32 – Union’s Membership

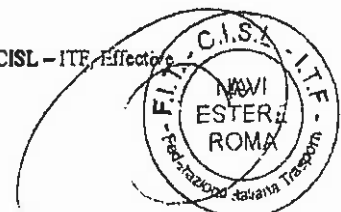
The Company shall pay membership fees in advance. The Company shall, on their own behalf, pay contribution to the I.T.F. Seafarers International Assistance Welfare & Protection Fund which will reflect ten percent (10%) at the rate of USD two hundred fifty (250) per seafarer serving on board during the term of this Agreement.

Article 33 – Arbitration and Jurisdiction

- A) If not resolved by the Union, the Company, and/ or the Seafarer, all grievances, including those referenced in Article 28, 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 Company, including but not limited to claims for personal injury or death, no matter how described, pleaded or styled, and whether asserted against the 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), 21 U.S.T. 2517, 330 U.N.T.S. (“The Convention”), except as otherwise provided in any government mandated contract, such as the Standard POBA 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.

- B) 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 arbitrator(s) shall apply the substantive law of the place of venue.

- C) The Union shall appoint one arbitrator, the Company shall appoint one arbitrator and a third arbitrator shall to be jointly appointed by the Union and the Company. However, the 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 Company, the Union, 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.



- D) The 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 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.

Article 34 – 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 33. Failing that, and in all other respects, the laws of the State of Florida, United States of America shall govern the interpretation of this Agreement. Legal action against the Owners/Company with respect to this Agreement, in relation to a Seafarer's service on board the vessel or with respect to the Employment Agreements between the Owners/Company and the Seafarers may be brought, if at all, only after exhaustion of the grievance and arbitration procedure set forth in this Agreement and only to enforce the decision of the Arbitrator.

Article 35 – Amendments to Agreement

This Agreement may be modified by mutual consent of the parties to the Agreement. If the Union and the Company mutually agree on amendments in addition with regard to the ones already stipulated in this Agreement, such amendments shall be specified in the Special Agreement between FIT/CISL –ITF –ROME International Seafarers Department and the Company.

Article 36 – Waivers and Assignments

The Company undertakes not to demand or request any seafarer to enter into any document whereby, by way of waiver of assignment or otherwise, the seafarer agrees or promises to accept variations to the terms of this agreement or return to the Company, their servants or agents any wages (including backwages) or other emoluments due or to become due to him/her under this Agreement; and the Company agrees that any such document already in existence shall be null and void and of no legal effect.



November 6, 2007

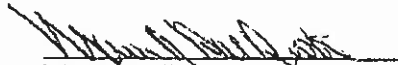
Article 37 – Teaching and Training

- A) The 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.
- B) The starting salary for such trainee shall at least be stipulated for the Catering Trainee position for the first ten (10) month contract. Upon re-contracting, the monthly salary level shall be increased to that of the Utility position or the salary level of any other position for which the seafarer may be rehired.

Article 38 – Validity of the Agreement

This Agreement shall be effective from January 1, 2008 through December 31, 2009, and further for one year at a time if a request for termination is not given with three months notice either by the Company or the FIT/CISL – I.T.F. – Rome -- International Seafarers Department. The terms and conditions of this Agreement shall be reviewed annually by the Company and the Union and if at any time the Company and the 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.

For CELEBRITY CRUISES INC.
and Azamara Cruises

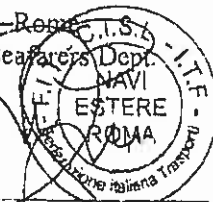


Maria Del Busto
Vice President and
Chief Human Resources Officer



DEC - 7 2007

Date

For FIT/CISL – Rome
International Seafarers Dept. - I.T.F.


Remo DiFiore

Date