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Article 15 - Compensation for Disability

- A) If the Seafarer 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 eighty thousand (\$80,000) for Marine Officers and USD sixty-thousand dollars (\$60,000) for all other Seafarers. The degree of disability shall be determined by a competent doctor or medical institution agreed upon by the Union and the Company. No compensation shall be due under this Article for any disability that results from the Seafarer's act of willful misconduct, violation of ship's rules or regulations (including drug or alcohol use), or a known pre-existing medical condition that was not disclosed on the Pre-Employment Medical Examination.
- 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.
- 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 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.



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F) For Food and Hotel (Catering) personnel:

Where a Seafarer is discharged on disciplinary grounds, the Seafarer shall be responsible for transportation costs. 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 (unless otherwise provided in this Agreement), 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.

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 twelve 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 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;
- 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.



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- 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 Company will provide the pregnant Seafarer with an air ticket home and 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

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
Coveralls
Steel Toe Shoes

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
Gloves
Ties/Bowties/Cummerbund
Scarves
T-shirts
Polo Shirts
Shorts
Suspenders
Blouses

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

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 shall not exceed eight (8) 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.

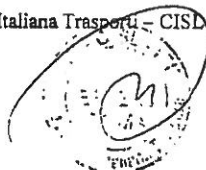
Article 22 - Termination of the Contract

- A) Seven (7) days notice of termination of employment shall be given by both sides, in writing only, however the Company may request additional notice in the even a replacement cannot be located in a reasonable time.



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- 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).
- 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.

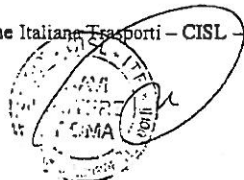


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- G) In the event that the Seafarer terminates his/her own employment prior to the expiration of the stipulated period other than those stipulated in Article 16 b), c) then the repatriation and replacement costs will be borne by the Seafarer.

Article 23 – Employment Commencement Expenses

- A) Traveling 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, 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 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 Company shall cover the first bag fee only up to a maximum of \$25.00. If the airline does not charge the first bag fee, then no reimbursement shall be due. 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. The Seafarer is required to provide the 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 Company may designate certain medical facilities for such examinations to take place and the exam must be reported on forms provided by the Company or the results may not be valid. 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 additional 30 days. The Seafarer must answer truthfully any question regarding their state of health and all pre-existing medical conditions which must be reported. Any failure to honestly and accurately report a known pre-existing medical problem will exclude the Seafarer's right to obtain medical coverage and disability/death compensation from the Owners/Company and may result in termination from employment.
- D) Seafarers are required to maintain their licenses/certificates which or required fir their positions 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 and any other required personal travel documents. The Company shall pay the cost of any itinerary driven visas. 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 months beyond the expected sign off date. In the even the C1/D Visa or



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Passport is not valid for the appropriate length of time, the Seafarer will be repatriated at the Seafarer's expense.

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 – 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 27 -- Grievances and Disputes

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.



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B. Grievance procedure

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 satisfactorily 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 – Remo Di Fiore, Rome, Italy, Via Antonio Musa, 4 and to Celebrity Human Resources – Fleet Employee Relations 1050 Caribbean Way, Miami, Florida 33132 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 Celebrity Human Resources – Fleet Employee Relations (1050 Caribbean Way, Miami, Florida 33132). 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.



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Article 28 – 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:
 - 1) Upon the misconduct of the Seafarer giving rise to a lawful entitlement to dismiss in accordance with any SQM Policy. 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 29 – 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 union.
- 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 30 – 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 take such measures against the responsible parties. No arrest of a Company's vessel shall be attempted by the Union

