

MERCHANT OFFICERS' LABOR ALLIANCE
-By and Between—
MARINE ENGINEERS' BENEFICIAL ASSOCIATION
&
INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS

THIS AGREEMENT is made by and between District No. 1-Pacific Coast District, Marine Engineers' Beneficial Association ("MEBA") and International Organization of Masters, Mates & Pilots ("IOMMP").

Recitals

MEBA and IOMMP represent United States Coast Guard licensed merchant officers who work aboard U.S. flag commercial vessels engaged in domestic and international commerce. MEBA and IOMMP also represent United States Coast Guard licensed civilian mariners working aboard vessels operated by the United States government agencies, including the Military Sealift Command and the Army Corps of Engineers. Over the years, MEBA and IOMMP have worked closely together for the mutual aid and protection of their respective members. Indeed, both organizations and their respective members have achieved considerable successes when they have worked in unison.

But, as separate labor organizations, each with their own history, structure and priorities, over the years MEBA and IOMMP also have worked in competition and at cross purposes with one another. Such divisions too often have resulted in disappointing results for both organizations and their members.

In an ever-globalizing industry, MEBA and IOMMP believe it is in their best interests to forge a new, cooperative relationship predicated on inter-union coordination which, to the fullest extent possible, avoids competition and discord.

Accordingly, consistent with such objectives, and in accordance with the terms and conditions set forth herein, MEBA and IOMMP hereby adopt and enter into this Maritime Labor Alliance.

Terms

1. **Establishment of Alliance and Effective Date:** Effective the first day of the month following ratification of this Agreement by MEBA's and IOMMP's membership in accordance with each organization's established procedures as set forth in the constitutions and bylaws, there shall be established an alliance known as the Merchant Officers' Labor Alliance ("MOLA").

2. **Purpose:** MOLA shall exist for the purpose of fostering and strengthening the fraternal relationship between MEBA and IOMMP so that both organizations may secure stronger contracts with increased job security for their respective members. MOLA shall strive to develop the framework for the eventual unification of the two organizations.

3. **Governing Structure of MOLA:** MOLA shall be governed by a Joint Operating Committee ("JOC") consisting of six (6) Directors, three (3) of whom shall be appointed by MEBA ("MEBA Directors") and three (3) of whom shall be appointed by IOMMP ("IOMMP Directors"), in accordance with each organization's established procedures. In addition to the JOC, each organization may assign one rank-and-file member from the Atlantic, Gulf and Pacific coasts to serve as an alternate director on the JOC.

4. **Quorum:** No action may be taken by the JOC without a quorum. A quorum shall require at least two (2) MEBA Directors and at least two (2) IOMMP Directors. All JOC directors shall receive proper advance notification of all proposed meetings. Meetings may take place via teleconference calls.

5. **Ratification of Action and Deadlock Procedure:** The MEBA Directors shall, collectively, have one (1) vote and the IOMMP Directors likewise shall, collectively have one (1) vote. All actions requiring a vote of the JOC Directors shall be deemed ratified only upon a vote of 2-0. All actions requiring a vote of the JOC Directors that result in a vote of 1-1 shall be considered “deadlocked” and therefore not ratified. Any matter that results in a deadlock shall be referred to a two-person Joint Oversight Board (“Joint Board”), consisting of the presidents of MEBA and IOMMP, respectively. The Joint Board shall have the power to resolve any deadlock in any manner as it deems appropriate, provided that such resolution is based upon unanimous consent. In the event the Joint Board is unable to resolve the deadlock, then the matter shall remain unratified and closed.

6. **Responsibilities and Duties of JOC:** The JOC shall meet periodically and as necessary in order to effectuate the purposes of MOLA. Its responsibilities and duties shall include the following:

A. **Coalition Bargaining:** The MEBA & IOMMP shall through the JOC jointly negotiate certain agreed upon contracts. Collective bargaining contracts designated and approved for coalition bargaining shall hereafter be referred to as “Coalition Contracts,” and the joint negotiating teams of such Coalition Contracts designated by MEBA and IOMMP shall hereafter be referred to as “Joint Negotiating Committees,” or “JNCs.” Each JNC shall formulate bargaining proposals and strategies. Each JNC shall also develop appropriate ground rules to carry on negotiations from start to completion.

The MEBA & IOMMP shall through the JOC jointly negotiate the following commercial contracts with the following companies:

APL Marine Services

Central Gulf

E-Ships

Horizon	Lamont-Doherty	Matson
Sulphur Carriers	Maersk	Waterman

In addition, the MEBA and IOMMP shall through the JOC negotiate the following government contracts:

Patriot Contract Services	Central Gulf	Horizon
Matson	Waterman	

For future government contract bids, it is agreed that the organizations will develop bilateral agreements for the specific government solicitations in which employers of both organizations plan to submit proposals. To the extent practicable, said bilateral agreements for government contracts shall be structured so as to permit cross shipping of members between the two organizations. Further, the organizations will support and encourage the re-establishment of the "Tripartite Agreement."

The JOC may also recommend to the MEBA and IOMMP executive boards additional existing collective bargaining contracts that would be appropriate for coalition bargaining by the two organizations. MEBA and IOMMP agree that they will actively support each other throughout all Coalition Contract negotiations. To this end, MEBA and IOMMP and their appointed JNC members agree that they will not unilaterally make any bargaining proposals to the employer, will not sign or otherwise reach any agreement with the employer until both organizations have reached satisfactory agreements, and will not allow any of its members to cross or work behind the other organization's picket lines.

The provisions of this section shall not diminish the collective bargaining rights of locally constituted bargaining unit negotiating committees. Traditional negotiating committees as

established under the Constitutions, Work Rules, By Laws and collective bargaining agreements of MEBA and MM&P shall continue in accordance with past practice. The JOC is created to facilitate joint bargaining and assist in coordinating efforts of local negotiating committees whenever possible. Joint bargaining is not mandatory, unless desired by both parties. The JOC does not have the authority to supersede the terms of the Constitutions, Work Rules, By Laws and collective bargaining agreements of MEBA and/or MM&P.

B. Maritime Security Program: For vessels covered by the Maritime Security Program or its successor program, MEBA and IOMMP shall cooperate and coordinate their efforts directly, and through the JOC, to retain their respective positions aboard, and collective bargaining agreements covering, vessels currently in the program as well as new vessels transferred into the Maritime Security Program or its successor program to replace such vessels. The JOC shall continue existing “pass-through” agreements and/or develop new “pass through” agreements or “cross-shipping” mechanisms to achieve this objective.

C. Non-Competition Agreement: Except as otherwise mutually agreed and/or provided herein, no organization shall provide licensed personnel, licensed personnel labor rate bids and/or contract proposals to employers to fill positions held by the other organization.

D. Joint Organizing: The JOC shall recommend to the MEBA and IOMMP executive boards appropriate targets for joint organizing campaigns. Upon approval of such joint organizing targets, the JOC, shall formulate and submit a detailed organizing strategy for approval by MEBA and IOMMP. Upon approval of a joint organizing target by MEBA and IOMMP, the JOC shall commence an organizing campaign directly on behalf of MEBA and IOMMP and MOLA.

E. Joint Services: The JOC shall review and make specific recommendations to the

executive boards of MEBA and IOMMP regarding ways in which the two organizations may efficiently and economically streamline their administrative and support functions. As an example MEBA and IOMMP have pooled resources to ship jobs in Jacksonville, FL out of the same hiring hall. In Puerto Rico, one hiring hall jointly ships night engineers and night mates. It is the desire of MEBA and IOMMP to provide single hiring halls in Norfolk and Tampa when conditions are appropriate. It is the desire of both parties to examine the possibilities of merging larger hiring halls taking into account ownership of the current halls and the convenience for the local membership. Other joint service reviews and recommendations may relate to the viability of sharing and/or combining other port offices, headquarters and training facilities.

F. Joint Administration: It is the desire of MEBA and IOMMP to reduce the cost of lobbying efforts by combining the resources of MIRAID (the legislative office of IOMMP) and AMC (the MEBA legislative office) if permitted by the respective boards of these organizations. Additionally, the JOC shall review and make specific recommendations to the executive boards of MEBA and IOMMP regarding the feasibility and desirability of seeking joint administration of the two organization's multiemployer medical, vacation and training plans. In authorizing such a review and report, however, neither MEBA nor IOMMP endorse the combination or merger of any plan assets from any of the multiemployer plans related to their respective organizations. Furthermore, MEBA and IOMMP hereby pledge that no such combination or merger shall take place unless and until each organization's members who are participants in such plans ratify such action in separate, secret-ballot votes.

G. Shipping Rules: The JOC shall review and report to the executive boards of MEBA and IOMMP regarding the differences and similarities of the MEBA's and IOMMP's Shipping Rules. Such report shall also contain specific recommendations regarding ways by

which MEBA and IOMMP can better implement “cross-shipping” and “pass-through” agreements, perhaps through the establishment of a universal shipping card and the adoption of appropriate rules regarding the dispatch of jobs covered by such a universal shipping card.

H. Drafting Committee: The JOC shall appoint a unification agreement drafting committee (“Drafting Committee”) consisting of not more than two representatives from each organization, which may include JOC Directors, to prepare a draft unification agreement. Said draft agreement shall be presented to the JOC. Upon presentation of the draft to the JOC, the JOC shall establish a timeline for the revision or completion of the draft. Said draft shall be advisory only. The advisory draft unification agreement shall serve for the purpose of identifying the similarities and differences between the two organizations’ constitutions, by-laws, shipping rules, collective bargaining agreements and other governing documents. Any subsequent unification agreement shall be subject to the ratification of each organization’s members in separate, secret-ballot votes.

I. Other: The JOC shall be vested with and exercise such additional duties and responsibilities as may be jointly delegated to it by MEBA and IOMMP. Any additional duties and responsibilities shall be proposed to the memberships and ratified by the respective memberships in accordance with existing processes of ratification by that union.


7. Mutual Cooperation Between MEBA and IOMMP: MEBA and IOMMP shall cooperate with one another to effectuate the terms of this Agreement, and shall continue to identify and develop mutually beneficial methods and strategies involving, for example, legislative and governmental policies, bidding for future government contracts, and jurisdictional divisions.

8. Amendment and Termination: This agreement may be amended only upon a

majority vote of MEBA's and IOMMP's respective executive boards and written confirmation by both organizations, unless otherwise directed by a majority vote of their memberships. This Agreement may be terminated by either party upon ninety (90) days' advance written notice to the other.

AGREED and ACCEPTED this 1st day of March, 2007.

**MARINE ENGINEERS'
BENEFICIAL ASSOCIATION**



President

**INTERNATIONAL ORGANIZATION
OF MASTERS, MATES & PILOTS**



International President