

ORIGINAL

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MILITARY SEALIFT COMMAND  
AND

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, ILA,  
DISTRICT No. 1, PCD, MARINE ENGINEERS' BENEFICIAL ASSOCIATION, and  
SEAFARERS INTERNATIONAL UNION, AGLIWD/NMU

1. PURPOSE. This is a Memorandum of Understanding (MOU) for the purpose of resolving and clarifying the buddy policy and to settle FMCS Case No. 081130-00748-3. The term "buddy policy" as used herein refers to the requirement that civilian mariners employed by MSC (CIVMARS) be accompanied by at least one other qualified individual at certain times and locations, as further defined below, while on liberty.

2. AFFIRMATION OF AUTHORITY. This MOU confirms the terms of CMPI 630 and the January 1998 MOU between the parties on the subject of liberty, and recognizes that the senior US military or senior US Navy commander or their duly authorized designee retains the authority to restrict CIVMAR liberty. Whether CIVMARS are entitled to compensation due to the future imposition of the buddy policy is set forth in paragraph 5 of this MOU.

3. PAYMENT FOR GRIEVANCES. In reference to the existing grievances filed on this issue, MSC will pay \$50 per day to each CIVMAR on-board the following vessels during the port visits indicated:

- A. USNS SUPPLY for the period 22-24 July 2007 in Rota, Spain;
- B. USNS SUPPLY for the periods 8-9 August, 17-18 August and 9-11 September 2007 in Jebel Ali, UAE;
- C. USNS BRIDGE for the period 27-31 July in Subic Bay, Philippines;
- D. USNS LEWIS & CLARK for the period 16-18 September 2007 in Jebel Ali, UAE;
- E. USNS PECOS for the period 29 September - 2 October 2007 in Subic Bay, Philippines;
- F. USNS CONCORD for the period 25-28 September 2007 in Subic Bay, Philippines;
- G. USNS WALTER S. DIEHL for the period 19-21 September 2007 in Subic Bay, Philippines.

*JMA*  
*[Signature]*  
*[Signature]*

This agreement to pay is for the purposes of settlement and should not in any way be construed as an admission by MSC of any liability for penalty pay to CIVMARS.

4. BUDDY POLICY IMPLEMENTATION. Per this MOU, MSC clarifies the qualifications for an individual to serve as a buddy consistent with the buddy policy, as follows:

- a). The buddy may be a DOD employee, family member or a well-known and trusted civilian acquaintance (e.g., co-worker or close friend). While preferred and encouraged, the buddy does not have to be a member of DOD.
- b). The buddy may also be a person already in the country, such as a well-known foreign national or a trusted host nation point of contact.
- c). A casual acquaintance (i.e. someone the CIVMAR does not know well) does not qualify as a buddy.

5. COMPENSATION FOR FUTURE IMPOSITION OF THE BUDDY POLICY.

- a). MSC is not liable to pay CIVMARS penalty pay or other additional compensation due to imposition of the buddy policy when the port in which the buddy policy is being imposed is at FPCON Bravo or higher;
- b). MSC is not liable to pay CIVMARS penalty pay or other additional compensation due to imposition of the buddy policy when the port in which the buddy policy is being imposed is lower than FPCON Bravo if the reasons for the buddy policy imposition fall within the terms of the 1998 MOU or CMPI 630;
- c). In cases not within a or b above, MSC agrees to compensate CIVMARS at the rate of \$60 per day for each day on-board ship in which the buddy policy is imposed.

6. POSTING AND NOTIFICATION. As stated in the January 1998 MOU, MSC will post aboard ship and notify the CIVMARS' exclusive representatives of the direction to apply the buddy policy as soon as practical after learning of the imposition of the buddy policy, as well as the reasons for the imposition, to the extent the information is unclassified, and, in cases when the reasons for imposing the buddy policy are classified, MSC will provide unclassified information that supports the imposition.

7. FULL AND FINAL SETTLEMENT. This MOU is in full and final settlement of all existing grievances relating to imposition of the buddy policy during the port visits or occurring prior to the effective date of this MOU. In recognition of the procedures established herein, the Unions waive any and all claim to further relief for these grievances and port visits, or to further pursue in any arbitration, or administrative or judicial forum any claim based on these grievances or their underlying facts, waive all claims to attorney fees or other expenses incurred in connection with these grievances and arbitration, and waive the right to grieve or otherwise challenge future imposition of the buddy policy if the buddy policy is imposed in accordance with this MOU. The parties voluntarily enter into this MOU, which represents a complete and exclusive statement of the terms agreed upon by the parties, and they agree neither party is bound by any representation, promise or inducement not set forth in this MOU.

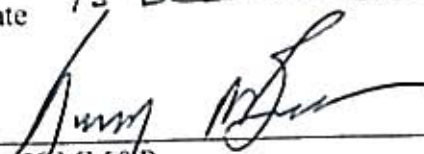
Dated this 15<sup>th</sup> day of December, 2008.



 RADIM, USN, COMSEC

For MSC

Date 15 DECEMBER 2008

  
For ICMM&P

Date

  
For Dist. 1, MEBA

Date 12/11/08

  
For SIU/NMU

Date 12/11/08