

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT by and between GRAND RIVER NAVIGATION COMPANY (hereafter "Company") and the INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, AFL-CIO, United Inland Group, Great Lakes & Rivers District (hereafter "Union" or "Organization") is effective **April 1, 2011**.

WHEREAS, the Company owns, operates or manages a number of Great Lakes vessels; and

WHEREAS, the Organization demanded of the Company has sole and exclusive collective bargaining recognition on behalf of all non-supervisory personnel employed aboard vessels owned, operated or managed by the Company; and

WHEREAS, the Company has determined that the Organization does in fact represent a majority of all its non-supervisory personnel; and

WHEREAS, the parties are desirous of entering into a collective bargaining agreement concerning wages, working conditions and all conditions of employment of said non-supervisory personnel employed aboard Company vessels; and

WHEREAS, the Organization desires to help insure the profitability of the Company and to provide increased job security for its members by means of entering into a collective bargaining agreement; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I: EMPLOYMENT REFERRAL & UNION SECURITY

1. RECOGNITION AND SCOPE

a.. The Company recognizes the Organization as the sole and exclusive collective bargaining representative of all non-supervisory personnel employed aboard all vessels owned, operated or managed by the Company in the waters of the Great Lakes and adjacent waterways.

b. This Agreement applies to all non-supervisory personnel employed aboard vessels owned, operated or managed by the Company. The term "non-supervisory personnel" or "personnel" includes all personnel excluding licensed Officers or, if any, unlicensed Officers, (such as the Master, Deck Officers, Chief Engineer and Assistant Marine Engineering Officers.) Throughout this Agreement, the term "Non-supervisory personnel" shall be understood to be in the plural or singular application.

2. UNION SECURITY

a. The Company agrees to notify the Union of impending job vacancies as soon as practical after the Company has knowledge of such vacancies for the purpose of allowing ample time for the Union to refer the most qualified candidates. The Company agrees to give the first consideration to qualified applicants referred to it by the Union, but shall reserve the right to reject such applicants that it, in good faith, considers unsuitable for employment

b. All employees will join the Union on their 31st day of employment. Any employee refusing to pay initiation fees, dues and other assessments shall, at the request of the Union, have their employment terminated provided the Union can find a replacement. The Union will defend, indemnify and hold the Company harmless for any lawsuits, actions or causes of action brought against the Company as the result of Company actions taken pursuant to this position.

c. Non-supervisory personnel applying for membership in the Union and not accepted by the Union shall be permitted to complete the term of employment for which that person was hired, but thereafter may not be re-employed by the Company for a successive term, provided that:

(i) The Company and the employee have been notified that Union membership was denied, and

(ii) The Union has referred a suitable replacement to fill the resulting vacancy, and

(iii) The Union shall protect and indemnify the Company from any cause of action by any party instituted as a result of actions taken by the Company in compliance with Article I, Section 2 b and c hereof.

3. EMPLOYMENT

a. The Company has the right to reject, in writing, any applicant for employment who the Company considers unsatisfactory, unfit or unsuitable. Nothing in this Agreement shall prevent the Company from discharging a person for just cause or pursuant to Art. I Sec. 3f below.. Any person so discharged shall be given a written statement advising of the discharge and an explanation of the reasons for the discharge as soon as practicable thereafter. It is understood that the time for filing a grievance for a discharge shall not begin until the employee receives the written statement.

b. The Union has the right to dispute any rejection or discharge by the Company, however, any such dispute shall be handled in accordance with the grievance procedure (or pursuant to Art. I Sec.3f below) outlined herein, and in no event shall any dispute between the parties be cause for the Union to delay furnishing Non-supervisory personnel to the Company.

c. Any Non-supervisory personnel referred by the Union for employment may be subject to medical examination at the discretion of the Company. Any such medical examination shall be arranged and provided at Company expense. Any employee or candidate for employment need not be considered for employment or further employment if that person is found, in the sole discretion of the Company, to have a condition which (i) is not subject to a reasonable accommodation and which prevents the employee from performing the essential functions of a job or (ii) which may endanger or pose a health or safety threat or potential such threat to the employee or other personnel aboard a vessel. Such conditions include, but are not limited to, drug or alcohol abuse or being under the influence of drugs or alcohol.

d. Employees will participate in a Company random drug testing program.

e. The Company shall make every effort to ensure that Non-supervisory personnel are called back to join the vessel on the same day that the vessel is scheduled to be in port. In the event the vessel is delayed, a twenty-four (24) hour grace period shall lapse before the Non-supervisory personnel's pay commences. During the interim period, the Non-supervisory personnel's will be reimbursed for meals and lodging as per Article II, Section 12 a. and b. Should the delay extend beyond the twenty-four (24) hour grace period, wages shall commence at the Daily Base Wage rate with fringe benefit contributions until such time as the Non-supervisory personnel joins the vessel.

f. Non-supervisory personnel hired after the ratification date of this Agreement shall be considered probationary for the first one hundred-twenty (120) days of shipboard employment. During this probationary period, the Company may terminate employment for any reason, other than for those reasons prohibited below in Article I, Section 4. ("Discrimination") and there shall be no recourse through the grievance procedure contained in the Agreement.

4. DISCRIMINATION, GENDER & NUMERIC DESIGNATION

a. The provisions of this Agreement will be applied to all employees in compliance with all applicable, valid civil rights laws and regulations. There will be no discrimination on the basis of race, creed, color, religion, gender, age, national origin, veteran status or disability subject to a reasonable accommodation that does not violate this Agreement. The Company and Union hereby reaffirm their commitment to workplace diversity.

b. In the interest of simplicity, gender of masculine designation has been used throughout. Any reference to the masculine gender contained herein shall be deemed to include the female gender as well. Non-supervisory personnel, wherever the term appears herein, refers to both singular and plural applications.

5. DUES CHECK-OFF, INITIATION & PERMIT FEES

a. **Check Off**

For the duration of this Agreement and any extensions thereof, in the case of each member for whom the Company has been provided with a duly executed authorization, which follows the guidelines of the National Labor Relations Act, the Company will check-off the regular monthly dues of such member in accordance with the schedule provided by the Organization. The amounts of such check-off will be remitted to the Organization promptly. All monies deducted under the provisions of this Section shall be held by the Company in trust for and be remitted to the Organization on or before the tenth (10th) day of the calendar month following that in which they have been checked-off.

b. **Initiation Fees**

Applicants for membership shall join the Great Lakes and Rivers Membership Group and are required to pay the full initiation fees prior to admission into full membership status.

c. The Union will indemnify the Company against all claims made against the Company by reason of the Company's compliance with the Check Off and Initiation Fee provisions set forth above.

6. SEPARABILITY AND SAVINGS

The provisions hereof are subject to all applicable Federal and State law and if any part hereof is in conflict therewith it is agreed that it shall not affect the other provisions of the Agreement.

7. SALES & TRANSFERS

Prior to any vessel contracted to the Union being disposed of in any fashion, including but not limited to sale, scrap, transfer, bareboat charter, etc., ninety (90) days notification in writing must be sent to the Great Lakes Representative, International Organization of Masters, Mates and Pilots at the address and telephone number set forth in the next paragraph of this section.

The Union recognizes that the Company may not in all cases be able to provide the Union with ninety (90) days notice as provided above. However, when ninety (90) days notice cannot be given, the

Company shall call and notify the Great Lakes Representative, International Organization of Masters, Mates and Pilots, AFL-CIO, United Inland Group, Great Lakes and Rivers District, 1250 Old River Road, Cleveland, Ohio 44113-1243, telephone (216) 776-1667, and confirm in writing, where such notification is feasible, as far in advance as possible and in no event any later than the date of sale, scrap, transfer, bareboat charter, etc.

In addition, the Company must give the Union the name, address and telephone number of the purchaser and will attempt to assist the Union meeting the buyer.

The Company shall provide the Union with a list of the names and owners of record of all vessels covered by this contract within fifteen (15) days of the signing thereof and shall provide information on any further changes as provided above.

8. MILITARY OR NAVAL SERVICE

In the event that any Non-supervisory personnel covered by this Agreement enters into the United States armed forces, he shall retain his seniority and right to re-employment upon his request in accordance with applicable law. Reemployment must be applied for within the time period set by federal law.

ARTICLE II: GENERAL RULES

1. PASSES

The Company agrees to permit Union Representatives aboard vessels for the purposes of contacting the Union's members aboard vessels. Union Representatives may exercise this right of access provided such action does not interfere with the operating schedule of the vessel, the Union agrees to indemnify and hold the Company, vessel owner and/or operator and any other person or entity with whom the Company maintains a contractual relationship, harmless from any claim of loss, damage, or liability filed or caused to be filed as the result of the presence or activities of any Union Representative exercising a right to access provided herein.

2. GRIEVANCE PROCEDURE

a. In the event there a dispute occurs over the interpretation, application, enforcement or violation of this Agreement, whether said dispute is initiated by a Company Representative, Union Representative or Union Member, said dispute shall be termed a grievance and shall be handled in accordance with the Grievance Procedure provided for herein.

b. Except when prevented by circumstances beyond his control, a grievance initiated by a Union member must be submitted by the grievant in writing within fourteen (14) days of the event or occurrence causing the grievance to arise.

c. Such a grievance initiated by a Union member aboard ship must first be submitted to the Captain of the ship, outlining the specifics of the grievance. If the Captain is unable or unwilling to immediately resolve the grievance, the grievant must re-submit the grievance, one copy each, to a Representative of the Union and the Company's Manager of Personnel and Administration within fourteen (14) days of the earlier of either:

(i) the grievant's termination of employment from the vessel and subsequent arrival at a U.S. port, or

(ii) the vessel's arrival at the first U.S. port following initial submission of the grievance to the Captain.

(ii) for the purposes of this Agreement, "arrival at a U.S. port" shall also be deemed

to mean the day of crew changeover in a U.S. port.

- d. Grievances initiated by the Union must be submitted in writing within fourteen (14) calendar days of the occurrence of the grievance to the Company's Manager of Personnel and Administration. Grievances initiated by the Company must be submitted in writing within fourteen (14) calendar days of the occurrence to the Union's Great Lakes representative.
- e. The party against whom a grievance is filed under this Section must file an answer in writing to the grievance within thirty (30) days of receipt of the grievance.

3. ARBITRATION

- a. If a grievance is not resolved by the answer required in Section 2(e) above, either the Company or Union, within 14 days of receipt of the answer, may request arbitration by asking the American Arbitration Association in writing to provide a panel of seven (7) arbitrators. The party making the request will provide a copy of the request to the other party. Within fourteen (14) days of receipt of the panel, the parties will select an arbitrator by alternately striking names from the panel.
- b. The decision of the arbitrator will be in writing and final and binding on the parties. The arbitrator will not have the authority or power to add to, subtract from, amend, modify, change or disregard the terms and provisions of this Agreement.
- c. The time limits contained within this Article are of the essence and not procedural, but may be waived by mutual consent of the parties.
- d. Under extraordinary circumstances or situations affecting the operational capabilities of the Union or the Company, either party may notify the other party by telegraphic or facsimile transmission of the emergency nature of the grievance and same shall be submitted to arbitration within twenty-four (24) hours, with decision of the Arbitrator to rendered no later than twelve (12) hours after such hearing has concluded. The parties have selected Kevin Powers of Buffalo, New York as the Arbitrator to hear such extraordinary cases.
- e. The award of the Arbitrator shall constitute a final and binding determination of the grievance. Said award shall be issued in writing and if so requested by either party, with opinion. The Arbitrator shall not be empowered to amend any of the expressed terms or conditions of this Agreement.
- f. The expense of the Arbitration, including but not limited to the fees of the Arbitrator, shall be shared equally between the parties, unless awarded otherwise by decision of the Arbitrator. Each party will pay the expenses of its representatives, including witnesses.
- g. Should the parties be unable to agree on the designation of an Arbitrator within ten (10) days of a request by either party for arbitration, then upon request by either party hereto, one shall be selected by the American Arbitration Association, which selection shall be binding on both parties.
- h. Absent agreement between the parties to the contrary, all arbitration hearings shall be held at an agreed upon location the Cleveland, OH area.
- i. Once arbitration proceedings have been commenced, they shall continue from day-to-day until completed, unless mutually agreed otherwise.

4. NO STRIKE/NO LOCKOUT

a. There shall be no strikes, lockouts, slowdowns or other concerted refusals to work during the term of this Agreement. This obligation shall extend to all disputes or differences or controversies between the parties during the term of this Agreement. Participation by Non-supervisory personnel in any act violating this Section will be justifiable cause for immediate discharge provided, however, no person shall be required to work when their personal safety is endangered, nor shall any person be required to cross or work behind a bona fide picket line. In the event a bona fide picket line is established, the Organization undertakes to use its best efforts to obtain clearance for such purposes from the union establishing the picket line. The refusal of a Non-supervisory personnel to perform work, other than that necessary to insure the safety of the vessel, in accordance with this provision shall not be cause for discharge or discipline, and shall not be deemed a violation of the no-strike provision of this Agreement.

b. The Arbitrator is also empowered to issue cease and desist orders against the party found to be in violation of this Section 4.

5. TERMINATION OF EMPLOYMENT

a. Non-supervisory personnel terminated for cause shall be issued a written letter advising of the termination and setting forth the reason(s) for such action. Said written letter must be provided to the person terminated within ten (10) calendar days of the initial communication of the decision to such person. Disputes arising over whether discharge from employment is for just cause shall be handled in accordance with the grievance procedures of this Agreement.

b. Non-supervisory personnel who are terminated for just cause prior to completion of the term of assignment, other than for vessel lay up or other cause beyond the immediate control of the person terminated, shall bear the costs of transportation from the vessel.

c. All Non-supervisory personnel terminating employment either voluntarily or for completion of assignment shall remain aboard until properly relieved, unless specifically authorized to do so before the arrival of such relief. Non-supervisory personnel in violation of this subsection need not be considered for re-employment by the Company. And the Company will not be liable for such costs. However, if the termination is grieved and the grievance or arbitration is granted in favor of the grievant/Union, this rule shall not apply.

6. MEDICAL ATTENTION

a. Medical attention shall be provided to employees consistent with feasible, practical logistics.. To the extent that the MM&P Health and Benefit Plan covers such medical attention, it shall be paid for by said Plan in accordance with existing Rules and Regulations adopted by the Trustees.

b. The Company shall provide each vessel with a First Aid Kit.

7. MAINTENANCE AND CURE & UNEARNED WAGES

a. When Non-supervisory personnel are entitled to Maintenance under maritime law, it shall be paid at the rate of sixteen dollars (\$16.00) per day for each day or part thereof upon application by the employee and submission of medical evidence that the employee is unfit for duty. The initial payment will not be unduly delayed and subsequent payments will be at regular intervals, no more frequently than the payment of earned wages when paid, provided continuing medical documentation is furnished by the employee, regardless of whether or not the employee has retained an attorney, filed a claim for damages or taken any other steps to that end.

b. The Company, at its own expense, may seek an independent medical examination as a second medical opinion to determine whether an employee is entitled to Maintenance and/or Cure. If there is a material difference between this opinion and the opinion that resulted in the initial claim for Maintenance and/or Cure,

the medical providers who issued those differing opinions shall select a third, independent medical provider to issue a third opinion. The medical provider issuing the third opinion shall be paid for by the Company.

c. Upon entitlement, unearned wages shall be paid at regular intervals, no more frequently than the payment of earned wages when paid, calculated using the daily base wage rate in effect at the time entitlement for same occurs. Fringe benefits contributions shall be payable to the Plans.

8. LOSS OF PERSONAL EFFECTS

a. In the event the vessel is lost, Non-supervisory personnel shall be recompensed for the partial or total loss of personal effects in the amount of one thousand dollars (\$1,000.00) unless there is proven a greater loss, as proven by complying with paragraph c of this Section in which event such recompense shall not exceed One thousand five hundred dollars (\$1,500.00) plus transportation expenses to the port of engagement with quarters and subsistence provided, or the appropriate allowance paid as provided for elsewhere in this Memorandum.

b. In the event any Non-supervisory personnel suffers loss of personal effects due to marine casualty, or an accident to the vessel or its equipment, said person shall be recompensed for the loss, in the amount of such loss, but in no event shall compensation therefore exceed one thousand, five hundred dollars (\$1,500.00)

c. To receive reimbursement for losses of personnel effects under this Section, all effects worth more than \$250.00 must be itemized in a written appraisal of authentic value and to be given to the Captain prior to voyage. Such effects must have been safely secured immediately prior to loss.

9. EMERGENCIES, DUTIES AND DRILLS

a. No additional compensation shall be paid for any work required for the safety of the vessel or crew, the safety of other vessels or crews, or any other humanitarian activity undertaken for which the Company can reasonably expect no monetary recompense.

b. All required drills shall be performed between the hours of 0800 and 1630 Monday through Friday except for Contract Holidays unless required by a regulator agency Overtime may be submitted for drills held outside these parameters. No additional compensation shall be paid for participation in any required drill or exercise, regardless of when performed, inclusive of work necessary to perform said drills and exercises, such as laying out, testing and stowing fire hoses, launching and retrieving boats and other related duties, provided all hands are utilized to accomplish same.

10. SAFE WORKING CONDITIONS

a. The Company shall furnish and Non-supervisory personnel shall properly utilize all such safety gear and equipment as may be required to safely perform the tasks required of Non-supervisory personnel aboard the vessel. Ordinary hazards of the sea shall not be considered unsafe conditions in applying this section.

b. Non-supervisory personnel are to participate in monthly safety meetings for the purpose of identifying potentially unsafe conditions and whenever possible correcting same, in a concerted effort to maintain safe working conditions aboard vessels. Minutes of such meetings are to be shared with the Union.

d. There will be no rinsing the ship down at night without the proper lighting being provided. Proper lighting will be determined by the Officer in charge.

e. All employees must be able to comprehend all written and oral communications to them in regard to all shipboard safety and conduct rules as well as their essential and necessary job functions and to communicate in a comprehensible manner about same with fellow crew members.

11. LIVING CONDITIONS

- a. The Company shall provide sufficient bedding, linens and towels such that each person aboard shall have a clean, fresh supply each week.
- b. All quarters shall be adequately heated and ventilated. Where air conditioning is installed it shall be adequately maintained and in satisfactory operating condition. All crew cabins will be air-conditioned.
- c. The Company shall provide three meals per day (plus a midnight lunch shall be available if work continues beyond 2300 hours when galley personnel are not on duty), which are healthy and wholesome and in sufficient quantity to satisfy all aboard. Perishables and other necessary provisions shall be replenished on as timely a basis as practical to promote freshness and wholesomeness of the perishables, not to exceed 14 days.
- d. The Company shall provide bath and laundry soap and sanitary and laundry facilities, with both hot and cold water, to enable Non-supervisory personnel to maintain a high standard of personal hygiene while on board. Adequate supplies shall be supplied for such standards, i.e., two washing machines and one dryer for deck and engine room respectively.
- e. Non-supervisory personnel are required to maintain the cleanliness and sanitary conditions of their personal quarters. Routine inspections of Non-supervisory personnel quarters in accordance with U.S. Coast Guard regulations and Company policy may be required. The Company will provide adequate cleaning and sanitary supplies. The Company will explore means to remove shipboard garbage in an expedited manner. Such efforts will include encouraging customers and/or ports to have readily available disposal facilities.
- f. All employees are to comply with and obey the Guide to Shipboard Safety and Conduct Rules and Regulations. Failure to so comply and obey can result in discipline up to and including discharge.
- g. If crew members are required to vacate their rooms to accommodate working riding crews and/or service contractors, the Company agrees such practice will be held to an absolute minimum and only when absolutely necessary.
- h. All rooms will be provided with a cable box containing a sports channel.

12. LODGING AND MEAL ALLOWANCE

- a. When meals are not furnished aboard, Non-supervisory personnel shall receive a meal allowance Seven Dollars (\$7.00) for breakfast, Eleven Dollars (\$11.00) for lunch and Eighteen Dollars (\$18.00) for dinner.
- b. When required to sleep ashore, Non-supervisory personnel shall receive a lodging allowance of Sixty Dollars (\$60.00) per night, unless lodging is provided by the Company. Reasonable expenses above this amount shall be reimbursed provided Non-supervisory personnel submit receipts for such expense and further provided that lodging was unavailable for the allotted amount.

13. POLLUTION PROVISION

Hold Harmless Provision for Pollution

- a. If legislation or government regulations, now or hereafter, provide that Non-supervisory personnel may be held liable for pollution caused by their vessel, then in absence of willful or negligent misconduct on the part of the Non-supervisory personnel, the Employer shall be obligated in any litigation or proceeding under such legislation or regulations: (a) either to extend the services of legal counsel, or to pay the

reasonable attorney fees charged to the Non-supervisory personnel should the Employer not extend the service of legal counsel; (b) to pay all his other costs and expenses, including those set forth in (1) above, of any litigation or proceeding in which the Non-supervisory personnel is involved; (c) to reimburse the Non-supervisory personnel for any "fines" or other levies that maybe imposed; (d) in the event that the U.S. Coast Guard Document of an Non-supervisory personnel is suspended as a result of Coast Guard proceedings brought against him, the Company shall pay to such Non-supervisory personnel all base wages lost for the period of such suspension, together with subsistence and lodging plus contributions to the several MM&P Plans for the period of suspension, with the amount of such lost base wages to be measured by the wages earned by the Non-supervisory personnel who occupies the job during the period of suspension that the suspended Non-supervisory personnel held at the time that the pollution incident occurred, or the job that the suspended Non-supervisory personnel would have been able to obtain had he not been suspended, whichever job, under the circumstances of the case, would be more appropriate, provided that in no case shall such payments be made for a period in excess of ninety (90) days; and (e) to hold the Non-supervisory personnel harmless for any other costs or sanctions imposed under legislation or regulation.

b. Nothing in this Section shall relieve Non-supervisory personnel from the duty to comply with all valid laws and regulations as well as Rules and Procedures as set forth in Company manuals, handbooks, standing orders or other memoranda, provided such Rules and Procedures are made available to the Non-supervisory personnel and are appropriate for the rating of the Non-supervisory personnel. The failure to comply with such laws, regulations, Rules or procedures may be just cause for discipline up to and including discharge. There will be no retaliation against any personnel by the Company or supervisory personnel who comply with this provision.

ARTICLE III: MANNING, SHIPBOARD COMPENSATION & OTHER PROVISIONS

1. MANNING

a. The following billets shall be provided for Company vessel(s) in service at the time of the ratification of this Agreement ("Existing Vessels"):

Vessel	Rating	Number		
Mckee Sons				
	AB	3		
	O.S. Deck Utility	4		
	Conveyorman	1		
	Pumpman/QMED	2		
	Cook	1		
Calumet & Manitowoc				
	AB	3		
	Maintenance Dept			
	AB	1		
	Conveyorman	1		
	O.S. Utility	2		
	Cook	1		
Manistee				
	AB	3		
	Maintenance Dept.			
	AB	1		
	Conveyorman	1		
	O.S. Utility	4		
	Cook	1		

Maumee	AB	3		
	Maintenance Dept.			
	AB	1		
	OS Utility	4		
	Conveyorman	1		
	QMED	3		
	Cook	1		

Additional Non-supervisory personnel shall be furnished as the Company may from time to time request.

b. It is understood that in the event the Certificate of Inspection ("COI") for existing Company vessel(s) is revised by the United States Coast Guard, the Company reserves the right to adjust the above manning levels accordingly. If the revised COI results in the creation of a new position that has not been rated in this Contract, the Company, after consulting with the Union, will set a wage rate for the position. If the Union disagrees with this wage rate, the issue will be subject to the grievance and arbitration processes.

c. Manning levels aboard any vessel(s) acquired by the Company after the ratification date of this Agreement ("New Vessels") shall be in compliance with the COI for the vessels.

d. In the event an employee is laid off from work for more than 180 calendar days and chooses not to exercise his seniority rights, and such layoff is caused by (i) a change in the COI or (ii) the introduction of new, changed or automated methods, facilities, technologies, tools or equipment, such employee will be awarded severance pay in the amount of two weeks base pay for every year or partial year of the employee's seniority. Employees with 10+ years will be paid 4 weeks per year of service or partial year.

2. PAYROLL AND ALLOTMENTS

a. The Company shall calculate payroll semi-monthly for Non-supervisory personnel employed under this Agreement. Payroll shall in all cases be by Company check mailed to the Non-supervisory personnel home address or direct deposit, at the option of the Non-supervisory personnel. Non-supervisory personnel shall be given a complete record of all earnings and deductions during each pay period.

b. The two payroll periods shall run from the 11th day of the month to the 25th day and the 26th day to the 10th day of the following month. The payroll check or direct deposit will be issued approximately five days after the pay period.

c. For the purposes of unearned wages and other Jones Act and/or Doctrine of Maintenance and Cure interpretations, a voyage shall be defined as semi-monthly pay periods.

d. The Company shall continue to provide an explanation with all checks as to the purpose of such checks sent to employees, e.g., pay, travel, etc.

3. WAGES & WORK HOUR OBLIGATION

a. Base wages for the 2011-2012 Sailing Season for all positions will be increased by one and one half percent (1.5%).

b. Base wages for the 2012-2013 Sailing Season for all positions will be increased by two

percent (2.0%).

c. Base wages for the 2013-2014 Sailing Season for all positions will be increased by two percent (2.0%).

d. Base wages for the 2014-2015 Sailing Season for all positions will be increased by two and a quarter percent (2.25%).

e. Base wages for the 2015-2016 Sailing Season for all positions will be increased by two and one half percent (2.5%).

A Sailing Season shall commence March 1st in each year of this Agreement.

f. Daily Overtime Guarantee: The above compensation is hours that each rating is subject to work in excess of eight hours up to the daily maximum work hours obligation. Said amounts shall be paid to each rating for every day of shipboard employment, regardless of actual hours worked.

g. Combined Shipboard/Benefit Wages per rating as set forth above shall include the total daily compensation payable to Non-supervisory personnel, for all work required to be performed aboard the vessel(s), for the hours listed up to the Maximum Work Hour Obligation, Saturdays, Sundays and Holidays included.

h. Maximum Work Hour Obligation: Additional compensation shall be paid for all work hours performed in excess of the Maximum Work Hour Obligation. Overtime averaging will be paid in the payroll period in which it is earned. Overtime guarantees set forth are set forth below. All Non-supervisory personnel shall maintain a daily record of hours worked which shall be verified aboard the vessel and transmitted to the Company. Hours of work shall be tabulated for each day worked during a pay period. The total hours worked shall then be added together and divided by the total number of days worked during said pay period. If the total number of hours worked per day during a given quarter exceeds the daily Maximum Work Hour Obligation, the Company shall pay the "Excess Hours Rate" for the amount of hours worked in excess for that pay period. Overtime guarantees shall be as follows:

POSITION	OT HOURS GUARANTEED
Conveyorman, Asst. Conveyorman, ABM, COOK	3 hours
Pumpman	4 hours
AB WHEELSMAN, OS	2 hours

i. The former Pumpman/Wiperman position on the McKee Sons is now a Pumpman position and is now paid at the QMED rate if the person holding the position has a valid QMED/ Oiler ticket.

j. The rate of pay for newly hired Ordinary Seamen is \$1.50/hour less than the base rates described in paragraphs (a) thru (e) above in this Section during the employee's first sixty (60) working calendar days of shipboard employment.

k. The General Maintenance Man (GMM), when carried, on the Manitowoc and Calumet will be paid a two (2) hour overtime daily work guarantee. On the Maumee, one QMED will be designated by the Chief Engineer to work the two (2) hour overtime daily work guarantee. Should vacancies occur in the GMM position, QMEDs from the other vessels in the fleet will be offered the position.

4. DAYS OF CREW CHANGEOVER

In the event, joining Non-supervisory personnel join the vessel on the same day that the Non-

supervisory personnel that they relieve depart the vessel, it is understood that arriving and departing personnel shall be-paid solely for actual hours worked.

5. HOLIDAYS

The following shall be designated as holidays for Non-supervisory personnel:

Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day
Easter Sunday	New Year's Day

Compensation to Non-supervisory personnel employed aboard ship on Holidays shall consist of payment equivalent to the "Daily Base Rate" in addition to the "Combined Shipboard/Benefit Wage." Benefit payments shall not be effected.

6. WORK RULES

a. In the interest of operating efficiently, the Company shall promulgate reasonable operational rules, safety regulations and maintenance programs which rules, regulations and programs shall be adhered to by Non-supervisory personnel employed aboard Company vessels to the extent that such rules, regulations and programs are not inconsistent with other terms of this Agreement.

b. Such rules shall include:

(i.) Non-supervisory personnel shall under no circumstances possess or use alcohol or illegal substances while aboard the vessel, or while ashore within 24 hours of returning to watch.

(ii.) Work breaks of fifteen (15) minutes shall be taken during four (4) hour work periods at times designated by the officer.

(iii.) The day is reckoned from midnight to midnight. It is understood that if less than two hours of off-duty time is available between any two periods of work in a given day, the periods of work shall be considered continuous. Work continuous past midnight will be considered first call out of the next day,

(iv.) Watches/Hours of Work

Underway: Deck Navigation and Engineering watches shall be a three watch system consisting of four (4) hours on watch and eight (8) hours off watch excluding the Mckee Sons where watches shall be set by the Chief Engineer. Non-watchstanding personnel shall be assigned duties at the discretion of the Master and/or Chief Engineer with due regard to the maintenance of ' required hours of rest and an equitable distribution of work among non-watchstanding personnel. Notwithstanding the foregoing, vessels may establish alternative watches where all concerned are in agreement.

In Port: Deck watches shall be at the discretion of the Master with due regard to the maintenance of required hours of rest and an equitable distribution of work among watchstanding Non-supervisory personnel. Engineering watches shall be at the discretion of the Chief Engineer in consultation with the master with due

regard.

(v.) Nothing contained in this Agreement is intended to or shall be construed to restrict in any way the authority of the Master as established by law. Non-supervisory personnel shall comply with all lawful orders of their superior Officers. Provided that the safety is not jeopardized or the terms of this Agreement are not contravened, the refusal of Non-supervisory personnel to work as directed on any day may be grounds for discharge.

(vi.) Watches are to be broken only at 0000, 0800 and 1200 hours.

(vii.) The Sailing Board will be posted upon arrival at a port. If the vessel sails before the posted sailing time, all transportation and lost wages will be paid to the employee who misses the vessel.

(viii.) Day workers called out for the third time in a day (midnight to midnight) will be paid at one and one half their base hourly rate for all time worked during the third call out period. Day workers on third call out will have been deemed to had their base 8 hours in. Once their daily work obligation has been reached successive hours of work over and above the daily work hour obligation cannot be averaged out for that payroll period.

(ix.) No unnecessary work will be performed on Sundays or Holidays. Unnecessary work does not include, among other things, sanitary duties and work associated with cargo movement and the maintenance of sea worthiness. Painting and general maintenance not required for cargo operations, safety, and seaworthiness that can be performed on other days will not be considered necessary work.

(x.) The Company will rotate crews on a regular basis and endeavor to achieve equalization of work a job classification consistent with operational requirements, safety considerations and the availability of sailing opportunities. Employees who rotate to shoreside will be given the opportunity to work additional rotations based on the foregoing. Employee will be polled in the off season for preference in duration of rotation. Employees with 5+ years seniority in that position will also be polled for vessel preference.

(xi.) No employee will be required to work more than 15 hours in a 24-hour period. The 24-hour period begins at turn-to from any call out.

(xii) Employees will be given 7 days notice prior to Spring fit-out.

(xiii) Existing employees to be given first consideration to do all maintainance and winter work before hiring extra people or outside contractors.

c. When the Company conducts an investigation into whether discipline should be imposed on an employee and as part of that investigation interviews that employee, the employee, upon his specific request and if he has a reasonable belief that discipline may be imposed, the employee will have the right to Union representation at the interview. While the Company desires to make disciplinary decisions only after hearing the "employee's side of the story" nothing herein precludes the Company from imposing discipline without such an interview or if the Union representative fails to appear at the interview in a timely fashion or conducts himself in a rude, disruptive and/or uncivil manner.

7. TRANSPORTATION PROVISION

To the extent possible, the Company will provide transportation to and from the vessel(s) for scheduled crew changes, including fitout and layup, by way of the Company van or other designated means. Any additional reasonable transportation costs which are incurred by vessel personnel will be reimbursed for the actual amount of such expense(s), subject to the following:

- a. Employees driving the Company van, rental car, or personal car to or from the vessel will be paid \$10.00 per hour (or fraction thereof divided into 15 minute periods) for any trip 300 miles or over. Hours will be paid on a formula of 60 miles per hour, e.g., an employee driving 600 miles will be paid \$50.00. If more than one employee drives, the payment will be split accordingly.
- b. Personnel using a personal car for such transportation shall be reimbursed the mileage amount allowable by the IRS by the most direct route as indicated by a standard road map, from the place where the post office is located covering the residence of the qualifying employee to the municipality where the vessel is moored. Should a personal car be needed for a trip in excess of 500 miles one way, prior approval must be granted from the office.
- c. Personnel using a taxi, bus or other means of surface transportation for any portion of such transportation shall be reimbursed for the actual expense incurred upon submission of receipts. It shall be the responsibility of the employee to utilize the most economically practical form of available surface transportation to qualify for reimbursement.
- d. After three (3) years of employment with the Company, employees can change their place of residence for transportation pay reasons as long as it is within the continental United States.
- e. Employees requiring, in traveling to or from the vessel, to have someone use a personal car for transportation will be reimbursed round-trip mileage if the one-way trip exceeds sixty (60) miles.

8. PROMOTION, REASSIGNMENT AND TRANSFER

The Company has the right to promote, reassign or transfer Non-supervisory personnel to other vessels managed by the Company, provided the promotion, reassignment or transfer shall not result in a reduction of base rate wages to affected Non-supervisory personnel and further provided that the Union has prior knowledge thereof.

9. LEAVE OF ABSENCE

A. All Non-supervisory personnel are eligible for consideration for unpaid leaves of absence for personal reasons. Absent family emergency or other exceptional circumstances, Non-supervisory personnel shall request leaves of absence at least two weeks or one trip, whichever is greater, in advance. Leaves of absence granted by the Company shall not normally exceed thirty (30) days, unless by mutual agreement. The approval of the Company for leaves of absence shall not be unreasonably withheld. Where a leave request is for a leave of less than fifteen (15) days, it will be considered reasonable to require the requester to take a leave of at least fifteen (15) days in duration if relief is required to cover for the person who seeks the leave.

B. The Company will grant unpaid leaves of absence consistent with the terms of the Family & Medical Leave Act of 1993 and as Amended. This Act allows certain eligible employees to take a leave of absence to care for an ill family member, for their own serious health condition, or for the birth, adoption or foster care of a child. Such employees who take such leave will continue to receive health care benefits consistent with the terms of the health care plan and, upon completion of the leave, will be reinstated to their respective jobs or equivalent jobs.

C. Employees having a death in the immediate family will be granted an emergency leave of up to three days with pay at the daily base rate. Immediate family to include grandparents, parents, spouses, siblings, and children. The Company can require proof of death.

10. AUTHORITY TO CHECK RECORDS

Organization representatives shall be permitted to check official records of hours worked and computation of hours worked, pay, benefits and other pertinent data for any Employee upon request of such representative to the Company, provided that reasonable notice is given.

11. SEMINAR, CONFERENCE COMPENSATION

The Company shall provide reimbursement for Employees participating in Company required training, conferences, meetings, seminars and other similar activities. Specifically, when applicable, transportation plus dollar for dollar for reasonable lodging and meals, not to exceed the lodging and per Diem rates provided in the Federal Joint Travel Regulations shall be provided. Participation in such events during an Employee's time off shall be compensated with one day's pay on a day for day basis.

12. SENIORITY

a. The term, "Company Seniority" shall mean the length of an employee's continuous service in the bargaining unit defined in this Agreement beginning with the employee's most recent date of hire with the Company. "Position Seniority" shall mean the first day an employee is employed in a specific job classification, i.e., OS, AB, Assistant Conveyorman, Conveyorman, Oiler/QMED, Cook and Pumpman/QMED.

(i.) Employees on the M/V McKeesons performing work in the Pumpman's position will, when working in that position and upon obtaining their QMED endorsement, be put on the Position Seniority list for that position.

b. Company and Position Seniority shall be lost and employee shall be terminated when an employee:

(i.) Resigns or quits employment, or

(ii.) Is discharged for just cause, or

(iii.) Fails to return to work upon expiration of a leave of absence, or

(iv.) Engages in gainful employment in the maritime industry while on a leave of absence, or

(v.) Is absent for two (20 consecutive working days without notifying the Company or obtaining Company permission for such absence, or

(vi.) Fails to report to work as directed after being recalled from layoff, or

(vii.) Is laid off for eighteen (18) consecutive months, or

(viii.) Fails to renew a MMD and/or License resulting in the employee's inability to return to work as scheduled unless there are mitigating circumstances caused by United States Coast Guard delay.

c. Prior to fitout, the Company will draft a Company/Position seniority list and forward such list to the Union for review. Within thirty (30) days of access to such list on the vessels, the Union or any Union member may submit to the Union any claims which dispute the accuracy of the list as well as provide evidence pertinent to the claim. The Union will then, within a reasonable time period, choose three (3) full book members

who have no personal interest in the dispute, decide the issue on its merits by a majority vote. Any adjustment in seniority dates will not result in any back-pay liability on the Company's behalf. If the Company disagrees with a recommendation of the Union on seniority date adjustment(s), the Company at its discretion may seek redress under the Arbitration provisions of this Agreement.

d. During the sailing season, the Company will provide the Union with updated versions of the seniority list on a Quarterly basis.

e. Prior to fitout, the Company will assign personnel to its vessels at its discretion with consideration to employee preferences based on Company/ Position Seniority.

f. Notwithstanding any other provisions of this Agreement, the Company will select

(i.) Employees for the position of Wheelsman on the basis of Company/ Position seniority provided the employee is certified by two (2) fleet Captains as competent and able to perform in a satisfactory capacity as a Wheelsman;

(ii.) Employees for the position of Conveyorman on the basis of seniority provided the employee is certified by two (2) Chief Engineers and the Fleet Engineer as competent and able to perform in a satisfactory capacity as Conveyorman.

(iii) Employees for the position of Bosun on the basis of seniority provided the employee is certified by two (2) Fleet Captains and the Supervisor of Deck Safety/Management as competent and able to perform in a satisfactory capacity as bosun.

(iv) Employees who have performed in the above three positions prior to the 20111 sailing season are grandfathered in.

g. Employees will be offered the opportunity to advance to higher rated positions on the basis of Company/ Position seniority, provided that (i) the employee holds the appropriate certification for the higher rated position, and (ii) the employee has complied with the letter provisions of Section 12f of this Article.

(i.) Employees who refuse an offer of advancement to a higher rated position must do so in a written communication to the Company and Union.

(ii.) Employees who accept advancement to a higher rated position will be placed in the higher rated position within twenty-one (21) days of the date the vacancy occurs.

(iii.) Employees, upon gaining certification for a higher rated position, shall notify the Company and Union in writing of their desire to move up to that position.

h. Employees may seek a demotion to a lower rated position by advising the Company and Union in writing of their interest in such a demotion. Such demotions will be at the discretion of the Company with consideration to the employee's preferences based on Company/Position seniority. Employees who petition for and receive such demotions will lose their Company/Position seniority rights to the job from which the demotion is taken.

i. During the shipping season, if a vessel is laid up for more than twenty-one (21) consecutive days, Employees from that vessel can bump employees on vessels that remain operational. Such bumping will be based on Company/Position seniority and the employee exercising bumping rights will not have vacation days/rotation days counted against them. At fit-out, counting from the departure of the Company fleet's first

vessel out, employees may exercise their bumping rights after thirty (30) days.

j. Employees who leave this bargaining unit for continued employment with the Company in the Licensed bargaining unit will retain Company/Position seniority in this bargaining unit for a period of five (5) calendar years from the date of entry into the Licensed bargaining unit.

k. Any regular employees who are off on rotation from a vessel may sign up for relief work on a different vessel for positions for which they are qualified. Positions will be awarded on the basis of Company/Position seniority for those who signed up, provided they have the appropriate certification and there is a shortage of alternate person

ARTICLE IV: PLANS

The Company agrees to be party to and to make contributions to each of the Masters, Mates and Pilots Plans as listed below. The Administrative offices of said Plans are located at 700 Maritime Boulevard, Linthicum Heights, Maryland 21090-9998. Such contributions shall be made for Non-supervisory personnel covered by the terms of this Agreement in accordance with the terms contained herein.

1. MM&P HEALTH & BENEFIT PLAN

a. Employees will receive coverage in the MM&P Health and Benefit Plan ("Health Plan").

b. The Health Plan and its respective Trust Indenture and other Plan Documents (including the Merger Agreement), shall continue in force conditioned on the continued approval by the Internal Revenue Service on the subject of tax deductions only-

c. The Company shall contribute ninety percent (90%) of the premium cost of the Health Plan for its employees covered by this Agreement, which contribution shall constitute the sole obligation of the Company to such Plan. Participating employees will pay the remaining ten percent (10%) of the premium costs. All Non-supervisory personnel shall be eligible for coverage after thirty (30) days of employment with the Company, and once eligible, coverage shall continue through the last day of the third month following the month in which said Non-supervisory personnel last worked with the Company. It is understood that the obligation of the Company is to make monthly contributions for all billets aboard the vessel, and that the Company need not make more monthly contributions than the number of billets, unless by doing so, a Non-supervisory personnel would lose eligibility under the Plan as a result. It is further understood that personnel who establish eligibility during a given season and who are employed on a full-time rotation basis shall be provided continuous coverage during the subsequent off-season

Effective April 1 in each year of this Agreement the Company's and the employees' contribution rate shall be adjusted in accordance with the determinations of the Plan Actuaries as approved by the Plan Trustees, provided, however, that the contribution rate of all other companies participating in the MM&P Health and Benefit Plan is similarly adjusted.

In any given year, should health care premiums rise more than 10% from the previous year, such increases over 10% will be shared on a 50/50 basis between the Company and Employee.

d. In the event the Company makes contributions into the MM&P Health & Benefit Plan in excess of the required rate, such excess contributions shall be credited to the Company.

2. MM&P INDIVIDUAL RETIREMENT ACCOUNT PLAN

After an employee's first calendar year of employment, the Company shall contribute on a monthly basis to the Union IRAP Plan an amount equal to the percentages set forth below of the Daily combined Shipboard/Benefit Wage for each shipboard day of employment based upon the employee's years of service as set forth below:

Years of Service	% Contribution
2-4	4%
5-6	5%
7-9	5.5%
10+	5.75%

3. MM&P 401(K) PLAN

a. In view of the fact that there is now no prohibition under ERISA or the Internal Revenue Code to establishing a multi-employer 401 (k) arrangement as part of the MM&P FR AP, the Company agrees to support such implementation by means of payroll deductions and transmittal to the MM&P 401(k) Plan any lawful amount authorized by Non-supervisory personnel.

b. Participation in the 401 (k) Plan shall be on a strictly voluntary basis.

c. Contributions to the various Benefit Plans shall be due and payable, if applicable, on the unreduced amount of shipboard base wages. Shipboard wages shall be treated on a putative basis (i.e., unreduced by the 401 (k) contribution) for purposes of calculating other wage-related payments or payments on benefits from other MM&P defined benefit or defined contribution Plans.

4. MM&P GREAT LAKES & RIVERS ASSIGNMENT FUND

Effective August 15, 2000 the Company shall pay to the MM&P Great Lakes & Rivers Assignment Fund, a trust fund, the sum of sixty cents (\$0.60) per man per shipboard day of employment. In the event the contract is extended pursuant to Article V herein, it is agreed that the MM&P Great Lakes & Rivers Assignment Fund and its respective Trust Indenture shall continue in force and effect for the duration of the extended contract.

5. MARITIME ADVANCEMENT, TRAINING, EDUCATION AND SAFETY PROGRAM

a. The Maritime Advancement, Training, Education and Safety Program and the Agreement and Declaration of Trust establishing such program shall be extended to and including March 31, 2016. In the event this Contract is extended pursuant to Article V herein, it is agreed that the M.A.T.E.S. Program

and its respective Trust Indenture shall continue in force and effect for the duration of the extended contract.

b. Effective upon the effective date of this Agreement, the Company shall contribute to the M.A.T.E.S. Program, five dollars (\$5.00) per man per shipboard day of employment for all Non-supervisory personnel covered by this Agreement. Effective April 1st of each succeeding year of this Agreement the Company will increase its contribution \$.25 (twenty-five cents) which contribution shall constitute the sole obligation of the Company to the Plan.

c. It is understood that such contributions into the M.A.T.E.S. Program shall enable otherwise eligible MM&P members and applicants to attend MTTAGS classes without charges for tuition, room or board. The member or applicant attending the class or classes shall pay transportation costs. At its sole discretion, and on a case-by-case basis, the Company will consider reimbursing Non-supervisory personnel for transportation expenses.

6. SERVICE AWARDS

Subject to the Vacation pro-rata formula set forth in Section 7 of this Article, employees will be entitled to a Service Award consistent with the following:

Years of Service	QMED, AB, Cook	OS
1-2	\$500	\$400
3-5	\$750	\$600
6+	\$900	\$700

Service Awards are to be paid on the employee's date of hire.

If an employee is precluded from working the required eligibility days, due to unforeseen circumstances, The Company and Union will review such circumstances to determine if payment should be made.

The discretionary bonus program available under the previous contract is discontinued for the term of this Agreement.

7. VACATION

a. An employee who works a minimum of 140 days per sailing season will receive one hundred percent (100%) of the vacation benefit outlined below. An employee who works a minimum of 110 days per sailing season will receive seventy-five percent (75%) of the vacation benefit.

b. Vacation pay will be paid at the straight time rate for the highest position held for the most days worked. Vacation pay will be calculated based on 8 hours per day for 7 days per week or 56 hours at the straight time.

c. The following is the schedule of vacation benefits based on years of service:

Years of Service	Weeks of Regular Vacation Pay
1 yr. (>110 days) but less than 3 yrs	1 week

3yrs. but less than 5 yrs	2 week
5yrs. but less than 10 yrs	3 weeks
10yrs but less than 15 yrs.	4 weeks
15 yrs or more	5 weeks

- d. Vacation pay will be paid on the employee’s date of hire.
- e. A clothing allowance will be paid on the anniversary date of each employee. Such allowance will be paid at the rate of \$200.00 the first year of the Agreement and increased \$25.00 each succeeding year of the Agreement for a total of \$300.00.
- 8. The above service awards and vacation days are based on the previous season’s sailing days. In the event an employee is severed from employment, vacation pay earned the previous season will be paid upon separation, but not service award. In this instance, neither service award nor vacation will be paid for current season.

ARTICLE V: MANAGEMENT RIGHTS

- 1. The management of the vessels and the direction of the workforce, including but not limited to the right to hire, discharge or otherwise discipline for just cause, transfer personnel, the layoff of employees by seniority in connection with any reduction in the workforce, the scheduling of work, and the control and regulation of the use of all equipment and other property is vested exclusively with the Company.
- 2. The Company shall have the exclusive right of determining when and where any of all of its vessels shall fit out, navigate or lay up and the selection of vessels to operate.
- 3. The Company shall have the exclusive right to create, combine, modify or discontinue any work operation.
- 4. All of the rights and functions of management, which are not restricted by this Agreement, are retained by the Company.

ARTICLE VI: DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until **March 31, 2016**. Thereafter, this Agreement shall be renewed automatically from year to year unless, at least 60 days prior to the expiration date of this Memorandum, or the expiration date of any renewal term thereafter, either party hereto shall have given written notice to the other party of its desire to terminate or re-negotiate all or part of this Agreement. In the event this Agreement is opened for re-negotiation, the provisions of the Agreement in existence at the commencement of re-negotiation shall remain in force and effect until mutual agreement on the re-negotiation has been reach.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, effective on the date first appearing above:

For the Company:

Mark Rohn
President, Grand River Navigation

Rick Turman

For the Union:

Don Marcus
IOMMP Secretary-Treasurer

Mike Murray
IOMMP Vice-President/UIG

Charles Malue
Great Lakes Representative IOMMP/UIG

