STANDARD FORM 98
Rev. Feb. 1973
U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(*See Instructions on Reverse*)

A 1628421

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, D.C. 20210

2. Estimated solicitation date (use numerals)
PROPOSALS DUE 6/19/00

Month	Day	Year
06	02	00

3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)

Month	Day	Year
01	05	01

4. Date contract performance to begin (use numerals)

Month	Day	Year
05	01	01

5. PLACE(S) OF PERFORMANCE
World wide and the following: CA, TX, WA, OR, LA, AL, MS, GA, FL, SC, NC, VA, MD, DE, NJ, NY, CT, RI, MA, NH, AK, HI, (Coastal Counties/Cities)

6. SERVICES TO BE PERFORMED (describe)
Operation and maintenance of Marine Prepositioning Force, Enhanced (MPFE) Vessels

7. INFORMATION ABOUT PERFORMANCE
A. ☒ Services now performed by a contractor
B. ☐ Services now performed by Federal employees
C. ☐ Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE
a. Name and address of incumbent contractor
Bay Ship Management
270 Sylvan Avenue
Englewood Cliffs, NJ 07632

b. Number(s) of any wage determination(s) in incumbent's contract
99-0007 dated 14 January 1999

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). *Important:* Attach copies of current applicable collective bargaining agreements
Seafarers International Union
American Maritime Officers
490 L'ENFANT PLAZA East SW, Suite 7204
Washington, D.C. 20024

9. OFFICIAL SUBMITTING NOTICE
SIGNED:
DATE 6/5/00
TYPE OR PRINT NAME
Carole H. Wieszek
Kimberly C. Henry
TELEPHONE NO.
202.685.5531
202.685.5521

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.
Carole H. Wieszek
Military Sealift Command
Washington Navy Yard, Bldg. 210
914 Charles Morris Ct. SE
Washington, DC 20398-5540

RESPONSE TO NOTICE
(*by Department of Labor*)

A. ☒ The attached wage determination(s) listed below apply to procurement.
2000-135(Rev.1)

B. ☐ As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. ☐ From information supplied, the Service Contract Act does not apply (*see attached explanation*).

D. ☐ Notice returned for additional information (*see attached explanation*).

Clarence D. Strain
Signed: (U.S. Department of Labor)
AUG - 4 2000
(Date)

98-103

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W. Gross
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2000-0135
Revision No.: 1
Date of Last Revision: 08/04/2000

NATIONWIDE 1/

NATIONWIDE COUNTIES OF NONE

Employed on U.S. Navy, Military Sealift Command contract for operation and maintenance of Marine Prepositioning Force, Enhanced (MPFE) vessels:

1/
This wage determination applies to United States East, West, and Gulf Coasts

Collective Bargaining Agreement between Bay Ship Managment, Inc. and American Maritime Officers effective February 12, 1998 through January 1, 2001.

Collective Bargaining Agreement between Bay Ship Management and Seafarers International Union effective March 5, 1998 through January 1, 2001.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

between

SEAFARERS INTERNATIONAL UNION
Atlantic, Gulf, Lakes and Inland Waters District,
SIUNA, AFL-CIO

and

BAY SHIP MANAGEMENT, INC.
Contract No. 62387-94-R-4002

Effective Date:
February 12, 1998

ADDENDUM A

Effective upon the next major modification to the contract, the following wag shall apply during all periods of employment under this contract:

Rating	Daily Rate	Monthly Base Wage	Overtime Rate	Premium Rate Sat,Sun,Holiday
Bosun/AB	$109.77	$3,293.10	$ 15.73	$19.43
AB				
Green Ticket	78.88	2,366.40	10.86	13.09
Blue Ticket	69.11	2,073.30	10.21	12.26
OS Watch	60.64	1,819.20	9.59	12.15
(GUDE) **	60.64	1,819.20	9.59	12.15
(GVA) **	60.64	1,819.20	9.59	12.15
QMED/Electrician	117.63	3,528.90	16.83	20.79
QMED**				
Class 1	117.63	3,528.90	16.83	20.79
Class 2	110.05	3,301.50	15.97	20.52
Class 3	107.79	3,233.70	15.62	19.97
Class 4	105.53	3,165.90	15.27	19.97
OMU	80.98	2,429.40	11.68	14.37
Wiper**	60.64	1,819.20	9.59	12.15
Storekeeper**	109.77	3,293.10	15.73	19.43
Steward Baker	109.77	3,293.10	15.73	19.43
Chief Cook	85.78	2,573.40	12.11	15.28
Steward Asst.	56.01	1,680.30	8.44	10.57

**If carried

Wages for Unlicensed Personnel shall be paid on a day for day basis regardless of the type of voyage The Vessel is employed on.

- GVAs (or General Vessel Assistant) shall report to the Chief Mate for assignment in any department as may be required. The GVA(s) shall be made available, when possible, to the Chief Steward/Baker during meal hours, stowing Steward Department stores or whenever necessary for the efficient operation of the department. The GVA shall possess the ratings of Ordinary Seaman, Wiper and Food Handler and may be required to perform the duties of the Ordinary Seaman when assigned to the deck, the duties of the Wiper when assigned to the engine room and the duties of Food Handler when assigned to the Steward Department. The GVA and the GUDE shall be classified as day-workers.

The Steward Department shall not be reduced less than the three ratings listed above.

ADDENDUM

BENEFITS BASE WAGES

The following base benefit wages shall apply:

Rating	Daily Rate	Monthly Base Wage
Bosun/AB	$98.21	$2,946.30
AB		
Green Ticket	70.14	2,104.20
Blue Ticket	61.98	1,859.40
OS Watch	55.53	1,665.90
(GUDE) **	55.53	1,665.90
(GVA) **	55.53	1,665.90
QMED/Electrician	105.08	3,152.40
QMED WS**		
Class 1	105.08	3,152.40
Class 2	103.70	3,111.00
Class 3	100.94	3,028.20
Class 4	98.19	2,945.70
OMU	72.60	2,178.00
Wiper**	55.53	1,665.90
Steward Baker	98.21	2,946.30
Chief Cook	77.21	2,316.30
Steward Asst.	51.13	1,533.90

**If carried

DATED: Mar 5, 1998

BAY SHIP MANAGEMENT, INC.

SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT, AFL-CIO

2.a) The Union will meet, at the invitation of the Company, each and every July during the life of this Agreement, to assist in developing the most proficient manner of budgeting shipboard overtime activity so that such activity will be cost effective.

b) The Parties shall meet and agree upon the distribution to Officers of any performance award bonus earned by a covered vessel.

D. Vacation Entitlements:

Officers shall be entitled to fifteen (15) days of paid vacation for each thirty (30) days of "shipboard" employment.

MICHAEL SACCO
PRESIDENT
JOHN FAY
EXECUTIVE VICE PRESIDENT
DAVID HEINDEL
SECRETARY-TREASURER
AUGUSTIN TELLEZ
VICE PRESIDENT
JACK CAFFEY
VICE PRESIDENT
DEAN CORGEY
VICE PRESIDENT
GEORGE McCARTNEY
VICE PRESIDENT
BYRON KELLEY
VICE PRESIDENT
ROY A. MERCER
VICE PRESIDENT
STEVE EDNEY
UIW NATIONAL DIRECTOR

AFFILIATED WITH THE SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA • AFL-CIO

SEAFARERS INTERNATIONAL UNION
ATLANTIC • GULF • LAKES AND INLAND WATERS DISTRICT

5201 AUTH WAY • CAMP SPRINGS, MARYLAND 20746-4275 • (301) 899-0675

CONFIDENTIAL LETTER OF AGREEMENT
FRINGE CONTRIBUTIONS

During all periods of employment under this contract, for each man day employed, the following contribution rates shall be paid to the designated Trusts.

Seafarers Welfare Plan	$33.00

Seafarers Vacation Plan

In order to provide a vacation benefit of ten (10) days for each thirty (30) days employed or pro rata thereof, the contribution rate shall be thirty-nine percent (39%) of the respective daily rate for each employee as specified in the attached Benefits Base Wage Addendum.

Seafarers Harry Lundeberg School of Seamanship	$ 9.95
Joint Employment Plans	$ 1.50
Transportation Institute	$ 1.50

Seafarers Money Purchase Pension Plan*:

Bosun/AB	$ 3.63
AB	2.78
OS	2.13
GUDE	2.13
GVA	2.13
QMED/Electrician	3.83
OMU	2.86
Steward Baker	3.63
Chief Cook	3.00
Steward Assistant	2.27
Storekeeper	3.63

*Not applicable in RAV

BAY SHIP MGT./SIU LMSR AGREEMENT
62387-94-R-4002
Revised March5, 1998

FAX (301) 899-7355

During ROS and RAV periods, all contributions are to be made on a seven (7 week basis.

DATED: Mar 5, 1998

BAY SHIP MANAGEMENT, INC.

SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT, AFL-CIO

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LETTER OF UNDERSTANDING

BETWEEN

BAY SHIP MANAGEMENT, INC.

AND

SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT, AFL-CIO

WHEREAS, the parties have a Collective Bargaining Agreement covering Unlicensed Personnel employed on the LMSR vessels operated and maintained by the Company in accordance with Military Sealift Command (MSC) Contract No. 623897-94-R-4002; and

WHEREAS, the parties wish to specify contractual holidays and to clarify the terms of compensation of the Unlicensed Personnel for hours worked on Saturdays, Sundays and contractual holidays,

NOW THEREFORE, the parties agree as follows:

The Contracted holidays shall be as follows:

New Year's Day	Paul Hall's Birthday (3rd Monday in August)
Martin Luther King, Jr's. Birthday	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If a holiday falls on a Saturday or Sunday, it shall be observed on the day designated by the Federal Government. Where not so designated, the holiday shall be observed, as is the custom aboard contracted vessels.

FAX (301) 899-7355

It is further agreed that, in addition to their regular base wage, Unlicensed Personnel shall be paid at the respective Overtime Rate for the first eight (8) hours, or pro rata thereof, worked on contractual Holidays.

The Premium Rate shall be paid to Unlicensed Personnel for all hours worked in excess of eight (8) hours on Saturdays, Sundays and contractual Holidays.

DATED: March 6, 1998

FOR THE COMPANY:

FOR THE UNION:

AMERICAN MARITIME OFFICERS
490 L'ENFANT PLAZA EAST, SW • SUITE 7204 • WASHINGTON, DC • 20024
PHONE (202) 479-1166 FAX (202) 479-1188

February 12, 1998

MICHAEL R. McKAY
President

JEROME E. JOSEPH
Executive Vice-President

Captain Joseph Cecire, Vice President
Bay Ship Management
270 Sylvan Ave., Suite 100
Englewood Cliffs, New Jersey 07632

Re: **CONFIDENTIAL "CONTRIBUTION" LETTER**
1998 - LMSRs
RFP N62387-94-R-4002

Dear Captain Cecire:

It is, hereby, understood that this letter is confidential in order to maintain a high degree of competitiveness of both organizations. Therefore, this letter will not be distributed unless both parties agree in writing.

Below listed are the corresponding contribution rates to the various Plans, as required by the Memorandum of Understanding simultaneously executed herewith:

Effective February 12, 1998:

TO: AMO Vacation Plan 70.81%* of Base Wages plus $30.00 PMD.
TO: AMO Pension Plan $19.29 PMD.**
TO: AMO Medical Plan $24.00 PMD.**
TO: AMO FRET $.95 PMD.
TO: AMO MPB 3% of Base Wages for all shipboard days.

*Subject of fluctuation in FICA.
**made on days in which unearned wages are paid.

Note: FRET = "Federally Required Employment Testing"
Percent contributions are of the Base Wages
PMD = contributions are on a per man per day basis

Please signify your agreement by signing in the space provided below and return one (1) executed original to the undersigned.

Very truly yours,
American Maritime Officers

AGREED TO:

Joseph Cecire

Jerome E. Joseph
Executive Vice President

Note: **ALL INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND IS NOT TO BE DISTRIBUTED IN WHOLE OR IN PART WITHOUT PRIOR WRITTEN PERMISSION OF AMERICAN MARITIME OFFICERS AND THE COMPANY.**

II. All terms and conditions contained in the Agreement along with the substituted Memorandum of Understanding's Appendix "A", not specifically amended herein remain in full force and effect.

AGREED TO THIS 12th DAY OF FEBRUARY 1998.

COMPANY:

UNION:

MEMORANDUM OF UNDERSTANDING
AMO/BAY
1998 - LMSRs
RFP N62387-94-R-4002

THIS MEMORANDUM OF UNDERSTANDING entered into by and between Bay Ship Management, Inc. (herein Company) and American Maritime Officers (herein Union) and is binding upon themselves and their successors and assigns.

WHEREAS, the Parties, hereto, have outstanding a collective bargaining agreement as amended from time to time through arbitration or mutual agreement (herein Agreement) covering all Officers employed American flag LARGE MEDIUM SPEED ROLL/ON ROLL/OFF vessels (herein LMSRs) operated by the Company under a contract to operate and maintain with the Military Sealift Command (herein MSC); and

WHEREAS, these LMSRs have been in operation for over a year and the Parties, hereto acknowledge that there exists certain situations which should be discussed and a resolution mutually agreed upon; and

WHEREAS, all concern parties have engaged in many discussions seeking resolution of all outstanding issues either through face to face meetings or telephonic conversations, resulting in an agreement between the Parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Effective the date of entering into this document, Appendix "A" attached to the outstanding Memorandum of Understanding covering the subject LMSRs shall be amended to read as follows:

I. A. Economic Matters:

The monthly base wages and the hourly overtime rates to be paid to Officers at all times are:

Rating:	Monthly Base Wages:	Hourly Overtime:
Master	$6,857.40	$1,045.00*
Chief Engineer	6,610.80	1,045.00*
C/O; 1 A/E;	3,254.77	28.16
2/O;2 A/E; (ET/RO**)	2,896.80	25.08
Electronics Officer ***	2,735.85	23.68
3/O; 3 A/E	2,574.90	22.28

AMERICAN MARITIME OFFICERS

505

CIVMAR WAGES FOR LMSR SOLICITATION
(PREPARED ON 16 JULY 1998)

Position Title	East Coast Daily Wage	West Coast Daily Wage
Master	430.71 *	430.71 *
1st Officer (Day)	235.41	235.41
1st Officer (Watch)	184.00	184.00
2nd Officer (Watch)	155.47	155.47
3rd Officer (Watch)	127.04	127.04
Radio Electronics Officer	117.28	117.28
Radio Officer	109.00	109.00
Boatswain	88.14	109.02
Able Seaman (Watch)	60.67	85.50
Able Seaman-Maintenance	67.79	81.89
Ordinary Seaman (Watch)	47.35	64.40
Ordinary Seaman (Day)	56.38	60.60
Chief Engineer	344.50 *	344.50 *
1st Assistant Engineer (Day)	223.54	223.54
2nd Assistant Engineer (Day)	188.98	188.98
2nd Assistant Engineer (Watch)	147.62	147.62
3rd Assistant Engineer (Day)	154.45	154.45
3rd Assistant Engineer (Watch)	120.65	120.65
Electronics Technician	120.71	121.28
Electrician	97.24	N/A
Chief Electrician	N/A	111.03
Unlicensed Jr. Engineer (Day)	76.74	88.25
Unlicensed Jr. Engineer (Watch)	69.06	77.20
Engine Utilityman (Day)	70.08	70.90
Engine Utilityman (Watch)	65.32	60.88
Oiler (Watch)	60.67	56.95
Oiler Diesel (Watch)	65.32	60.88
Fireman Watertender (Watch)	60.67	56.95
Wiper	56.38	61.40
Supply Officer	142.71	142.71
Junior Supply Officer	125.41	125.41
Chief Steward	88.14	98.12
Steward Cook	74.29	90.82
Steward Baker	N/A	90.82
Yeoman-Storekeeper	69.37	75.61
Cook-Baker	69.06	N/A
2nd Cook-Baker	N/A	82.26
Assistant Cook	N/A	73.46
2nd Cook	62.73	N/A
Utilityman	47.03	63.23
Medical Services Officer III	142.71	142.71
Medical Services Officer II	125.41	125.41
Medical Services Officer I	97.04	97.04
Purser (Freighter/Tanker)	138.29	138.29
Purser (Special Mission)	142.71	142.71

REMARKS: Positions marked with an asterisk are capped at $324.38. per day.

EXCEL FILE: LMSR98.XLS

Hourly Rates:		Duty Engineer:	
Port Relief	$25.00	In Port	$75.00 per watch
Premium Rate	$11.34	At Sea	$15.00 per tour

* in lieu of additional compensation
** when carried
*** new rating

If law changes and GMDSS is employed, the qualified Officers performing such work shall receive two (2) hours of pay at the "Premium Hourly Rate" per day.

Monthly base wages shall be used for calculating vacation and MPB benefits for Officers. Base wage levels in effect on January 1, 1997, shall be used for calculating pension benefits.

B. Hours of work:

1. For all hours of work performed in excess of eight (8) hours during any one (1) day and for all hours of work performed on Saturdays, Sundays and holidays, Officers, except Masters and Chief Engineers, shall be paid at the overtime rates.

2. When overtime work is performed, such work shall be paid in one half (½) hour increments except the first hour which shall be a full hour payment. "Supper" relief shall be paid in one half (½) hour increments.

3. There shall not be any pyramiding of overtime compensation.

C. 1.a) Effective each August 1st during the life of this Agreement, commencing with August 1, 1998, there shall be a three (3%) percent increase in the daily Total Labor Costs (TLC). The Union reserves the right to allocate such increases, after discussion with the Company, as it sees fit.

TLC is defined as all costs associated with shipboard employment of Officers which includes: Base wages, overtime and any other additional compensation entitlements (such as, compensation for Duty Engineer watches and tours, and GMDSS) related taxes and all benefits contributions; and excludes: feeding, overlap and transportation costs, and loss of clothing payments.

Effective each August 1st during the life of this agreement, commencing with August 1, 1998, there shall be a three percent (3%) increase in the daily Total Labor Costs, which shall be defined as base wages, overtime, taxes and all benefits contributions but shall not include transportation, victualling and P&I insurance. The Union will meet with the Company each and every July during the life of this agreement to assist in developing the most proficient manner of budgeting shipboard overtime activity so that such activity will be cost effective.