

SPECIAL AGREEMENT

This Special Agreement is made on 20 and is effective from20.....

BETWEEN:

- (i) The INTERNATIONAL TRANSPORT WORKERS' FEDERATION ("the ITF") whose headquarters are at ITF House, 49-60 Borough Road, London, SE1 1DR, United Kingdom; and
- (ii) ("the Company") whose address is
in respect of the flag ship
described in Schedule 1 hereto ("the Ship");

WHEREAS:

- 1. the ITF is an independent trade union organisation comprising fully autonomous trade union organisations in transport and allied services throughout the world and individual members of the Special Seafarers' Department of the ITF;
- 2. The Company is the owner/agent of the owner of the Ship described in Schedule 1 hereto;
- 3. An ITF Approved Agreement is an agreement that has been approved by the appropriate body of the ITF as complying with minimum standards of employment in accordance with ITF policy including the ITF Standard Collective Agreement;
- 4. The ITF and the Company wish to regulate the conditions of employment of all seafarers (hereinafter individually referred to as a "Seafarer") serving from time to time on board the Ship.

NOW IT IS AGREED:

Article 1: The Company undertakes as follows:

- a to employ each Seafarer in accordance with the terms from time to time of the ITF Standard Collective Agreement or to enter into and employ each Seafarer in accordance with the terms from time to time of the following ITF Approved Agreements
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- b to incorporate the terms and conditions of the relevant ITF Approved Agreement into the individual contract of employment of each Seafarer (and if necessary to register the contracts with the relevant national body) and into the Ship's Articles. Any Seafarer enjoying or offered terms and conditions which taken as a whole are recognised by the ITF as more favourable to the Seafarer shall continue to enjoy or be entitled to such terms and conditions notwithstanding paragraph a above;
- c to conclude appropriate insurance to cover itself fully against all liabilities in the relevant ITF Approved Agreements;
- d to furnish to the ITF forthwith copies of the Special Agreement, ITF Approved Agreements, contracts of employment (registered if necessary), Ship's Articles (duly amended), crew list, manning scale and evidence of insurance cover;
- e to pay to the ITF or the appropriate affiliated union of the ITF entrance/membership fees as stated in Schedule 2 hereto and to pay to the ITF the Welfare Fund contributions as stated in Schedule 2 hereto;
- f to keep on board the Ship accurate records of all hours worked by Seafarers, all payments made to Seafarers, monthly payrolls and/or individual payslips of Seafarers, copies of the Special Agreement, ITF Approved Agreements and ITF Blue Certificate to be issued under Article 2 hereof and to allow each Seafarer access to these documents at all times;
- g to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to inspect and copy all documents whether the Ship is in berth or not and whether or not the Seafarer is on board the Ship;
- h to man the Ship competently and adequately so as to ensure its safe operation and in no case at a lower level than the agreed manning scale contained in the ITF Approved Agreement and/or attached hereto;
- i not to demand or request any Seafarer to enter into any document by which the Seafarer agrees to give up any rights to which he becomes entitled as a consequence of this agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect;
- j to ensure that neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union(s) or ITF Union(s) concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, un-stowing, pouring, trimming, classifying, sizing, stacking, un-stacking as well as composing and decomposing unit loads; and also services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlashng.
- k to ensure that where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Company shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute.

1 to reimburse the ITF and its affiliates all reasonable costs and expenses incurred in taking action to enforce the Company's undertakings herein.

Article 2: The ITF undertakes, having received and approved copies of the documents referred to in Article 1(d) above, and provided that the ITF and/or the appropriate union have received the fees and contributions payable under Article 1(e) above, and further provided that there are no outstanding claims of Seafarers, to issue an ITF Blue Certificate (hereinafter called "the ITF Blue Certificate") certifying that the Ship is covered by an ITF Approved Agreement provided that the property in the ITF Blue Certificate shall at all times remain in the ITF.

Article 3: This Special Agreement shall remain in force for a period of twelve (12) months from the date hereof and thereafter for the period of one (1) year unless terminated in accordance with Article 4 below.

Article 4: This Special Agreement may be terminated as follows:-

- a. by the ITF immediately upon notification to the Company in the event of default by the Company of any of its undertakings herein. Upon termination, the Company shall forthwith return the ITF Blue Certificate to or to the order of the ITF.
- b. by either party on each annual anniversary of this Special Agreement provided that at least one month's notice of termination is given;
- c. at any time by the mutual agreement of the parties hereto.

Article 5: Save in the event of a proper termination, the Company undertakes that, no later than one month prior to 1 year anniversary of this Special Agreement, it will send to the ITF the documents referred to in Article 1(d) above, and will pay the fees and contributions payable under Article 1(e) above. Upon receipt and approval of same the ITF undertakes to renew the ITF Blue Certificate.

Article 6: The ITF shall be entitled to change the rates in the relevant ITF Approved Agreements and the rates shown in Schedule 2 hereto upon 2 months notice to the Company whereupon the changed rates shall come into force from the date specified.

Signed by:
the Company/on behalf of the Company who is duly authorised by the owner of the Ship to sign on its behalf

Signed by:
on behalf of the ITF on receipt of the authorisation from the ITF, London

Date

Place:

SCHEDULE 1

VESSEL: **FLAG:**

IMO NO : **OFFICIAL NO:**

PORT OF REGISTRY: **DATE OF REGISTRY:**

REG TONNAGE (gross/net): **ENGINE HP (NHP/IHP/BHP):**

REG OWNER: **MANAGER:**

BEN OWNER: **AGENT**

SCHEDULE 2

SSD ENTRANCE/MEMBERSHIP FEES	US\$120 per position per year:	positions.	Total US\$.....
UNION ENTRANCE/MEMBERSHIP FEES	US\$ per position per year:	positions.	Total US\$.....
WELFARE FUND	US\$250 per position per year:	positions.	Total US\$.....
	GRAND TOTAL	

Received:

Signed: