

# ITF OFFSHORE COLLECTIVE AGREEMENT

Effective: 1<sup>st</sup> January 2015

## Application

### §1

- 1.1 This Agreement is made between: \_\_\_\_\_ (Owners) and (ITF Affiliate): \_\_\_\_\_ for the FOC Vessel SHIP: \_\_\_\_\_ IMO: \_\_\_\_\_ Flag: \_\_\_\_\_
- 1.2 This agreement sets out the minimum standard terms and conditions applicable to all Seafarers serving in any offshore vessel/Mobile Offshore Unit (MOU) in respect of which there is in existence a Special Agreement ("the Special Agreement") made between the International Transport Workers' Federation ("the ITF") and the Owners, Managers, Employers and Contract of that Offshore Vessel/Unit ("the Owners"). This Agreement is applicable and of full force and effect, whether or not the Owners have entered into individual contracts of employment with any Seafarer.
- 1.3 The Special Agreement requires the Owners (inter alia) to employ the Seafarers on the terms and conditions of this Agreement, and to enter into individual contracts of employment with each Seafarer, which meet or exceed the terms and conditions of this Agreement. The parties to this agreement have further agreed that they will both comply with all the terms and conditions of this Agreement.
- 1.4 The words "Seafarer", "Vessel" and "Unit", "Special Agreement", "ITF" and "Owners" when used in this Agreement shall bear the same meaning as in the Special Agreement. Furthermore, "Seafarer" means any person works in any capacity to which this Collective Agreement applies. "MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.

### §2

- 2.1 A Seafarer to whom this Agreement is applicable, in accordance with Article 1 above, shall be entitled to the wages and other benefits of this Agreement with effect from the date on which he or she is engaged, whether they have signed articles or not, until the date on which they sign off and or the date until which, in accordance with this Agreement; the Owners is liable for the payment of wages, whether or not any Employment Contract is executed between the seafarer and the Owners and whether or not the ship's articles are endorsed or amended to include the rates of pay specified in this Agreement.
- 2.2 Each Seafarer shall undertake to serve the Owners competently and shall undertake that they possess and will exercise, the skill commensurate with the certificates that they declare to hold, which should be verified by the Owners.
- 2.3 The Owners shall be entitled to require that any Seafarer shall have a satisfactory pre-employment medical examination, at Owners' expense, by an Owners-nominated doctor and that the Seafarer answer faithfully any questionnaire on their state of health, which may be required. Failure to do so may affect the Seafarer's entitlement to compensation as per Articles 14, 15, 18 and 19. The Seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination.
- 2.4 Companies which are direct employers or who use Seafarers recruitment and placement services shall ensure, that the standards laid down in the MLC 06 are met, including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the Seafarers for finding employment. The right for Seafarers to inspect their employment agreements and seek advice before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent Seafarers from gaining employment for which they are qualified.

## **Duration of Employment**

### **§3**

- 3.1 A Seafarer shall be engaged for at least six (6) months and may be subject to a probationary period of three (3) months. During this period, both the Seafarer and or the Owners shall be entitled to terminate the employment prior to the expiry of the contract during this period. In such an event compensation for premature termination of employment shall not apply.
- 3.2 The engagement of the Seafarer may be extended on a continuous employment basis.
- 3.3 The Seafarer shall be employed on a rotation system of 1 on 1 off or 2 on 1 off or 3 on 1 off leave system, taking into account local circumstances. It's recognized that from time to time the Owners may require employing Seafarers on short-term contracts due to sick leave or additional crew requirements.

## **Wages**

### **§4**

- 4.1 The wages of each Seafarer shall be calculated in accordance with this Agreement and the attached minimum wage *Appendix (A) North Sea and (B) Worldwide, (North Sea is defined North of Brest, France)* and the only deductions from such wages shall be proper statutory deductions as recorded in the Special Agreement and or deductions authorized by the Seafarer. The Seafarer shall be entitled to payment in cash in US Dollars (or in a mutually agreed currency) of net wages after such deductions at the end of each calendar month, or any net wages not so drawn by Seafarer at any time when the vessel or unit is in port. Further, on the vessel's or unit's arrival in port, and, thereafter, not more frequently than every seventh day in the same country, the Seafarer shall be entitled to draw all or part of the net wages due in respect of the current calendar month. For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.

## **Allotments**

### **§5**

- 5.1 Any Seafarer, to whom this agreement applies, shall be allowed an allotment note payable at monthly intervals, of up to 80% of basic wages after allowing for any statutory deductions.

## **Hours of Duty**

### **§6**

- 6.1 The consolidated salary as referred to in (Appendix A/B) covers all work performed seven (7) days per week 12 hours per day inclusive of meal and rest breaks. Whilst hours of work in excess of 12 hours per day are compensated at the additional rate, the Owners shall ensure compliance with MLC 06 – hours of rest.

## **Public Holidays**

### **§7**

- 7.1 For the purpose of this Agreement, the following days shall be considered as holidays at sea or in port: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day (1 May), or such public holidays as are agreed upon, having regard to the nationality of the majority of the crew members and detailed in the Special Agreement between the Owners and the ITF accompanying this Collective Agreement. If a holiday falls on a Saturday or Sunday, the following working day shall be observed as a holiday.

## **Overtime and Watch-keeping**

### **§8**

- 8.1 Overtime over and above these normal working hours will be paid at the overtime rate stipulated in (Appendix A/B). On vessels or units with UMS class where continuous watch-keeping in the engine room is not carried out, the engineers (except the Chief Engineer on vessels or units with 3

or more engineers) shall be paid an extra 1.5 of the hourly rate for each hour UMS-watch when the vessel or unit is under way, i.e. not anchored, moored or grounded. (In these cases the allowance shall be an extra 1.5 of the hourly rate.)

- 8.2 Any break during the work period of less than 30 minutes shall be counted as working time.
- 8.3 Overtime shall be recorded individually and in duplicate either by the Master and/or supervisor. Such record shall be handed to the Seafarer for approval every month or at shorter intervals. Both copies are to be signed by the Master and/or supervisor as well as by the Seafarer, after which the record is final. One copy shall be handed over to the Seafarer.
- 8.4 Any additional hours worked during an emergency directly affecting the immediate safety of the vessel/unit, its passengers, crew and all other persons on board, of which the Master shall be the sole judge, or for safety drills, or work required to give assistance to other vessels/units or persons in immediate peril shall not count for overtime payment, unless it is work which the vessel's/unit's owner has contracted for a commission basis.

### **Non-Seafarers Work**

#### **§9**

- 9.1 Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Owners shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions 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 unlashings.
- 9.2 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 Owners 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. The Owners will not take any punitive measures against any Seafarer who respects such a dockworkers' trade dispute, and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.
- 9.3 For crewmembers compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate specified in (Appendix A/B) for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.
- 9.4 Compensation for such work performed during the normal working week, as specified in Article §6, shall be by the payment of the premium overtime rate (weekend and holiday hourly overtime rate as specified in the wage scale contained in (Appendix A/B) for each full hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at triple the premium overtime rate (weekend and holiday hourly overtime rate as specified in the wage scale contained in (Appendix A/B) for each full hour that such work is performed.

### **Sea-watch system**

#### **§10**

- 10.1 Watch-keeping at sea shall be organized on a sea-watch system. Whilst watch-keeping at sea, the officer of the navigational watch shall be assisted by at least one posted lookout during periods of

darkness, and as required by any relevant national and international rules and regulations, and, in addition, whenever deemed necessary by the master or officer of the navigational watch. Watch-keeping in port shall be at the discretion of the Master. The provisions of the 1978 STCW Convention, as amended, will apply.

### **Rest periods §11**

- 11.1 Each Seafarer shall have at least 10 (ten) hours off duty in each period of 24 (twenty-four) hours and 77 (seventy-seven) hours in any 7 (seven) day period. The 10 (ten) hours of rest may be broken into no more than two periods, one of which shall consist of at least 6 (six) consecutive hours off duty. The interval between consecutive periods of rest shall not exceed 14 (fourteen) hours.
- 11.2 This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least six (6) consecutive hours off duty.
- 11.3 The Owners shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.
- 11.4 Nothing in this Article shall be deemed to impair the right of the master of a ship to require a Seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. In such situation, the master may suspend the schedule of hours of work or hours of rest and require a Seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any Seafarers, who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the STCW requirements covering overriding operational conditions shall apply.
- 11.5 A short break of less than 30 minutes will not be considered as a period of rest.
- 11.6 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue.
- 11.7 The allocation of periods of responsibility on UMS Ships, where a continuous watch-keeping in the engine room is not carried out, shall also be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
- 11.8 Records of Seafarer's daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

### **Manning §12**

- 12.1 The vessel/unit shall be competently and adequately manned to ensure its safe operation and the maintenance of a sea-watch system whenever required, and in no case manned at a lower level than in accordance with relevant and applicable international laws, rules and regulations.

### **Shorthand Manning §13**

- 13.1 Where the complement falls short of the agreed manning, for whatever reasons, the basic wages of the shortage category shall be paid to the affected members of the concerned department. Every effort shall be made to make good such shortage before the vessel/unit leaves the next port of call or by helicopter crew change if applicable. This provision shall not affect any overtime paid in accordance with Articles 6 and 8.

## **Medical Attention**

### **§14**

- 14.1 A Seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies.
- 14.2 A Seafarer who is hospitalized abroad owing to sickness or injury shall be entitled to medical attention (including hospitalization) at the Owners' expense for as long as such attention is required or until the Seafarer is repatriated pursuant to Article 22, whichever is the earlier.
- 14.3 A Seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalization) at the Owners' expense:
- a) in the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports;
  - b) in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with Article 19 concerning permanent disability.
  - c) in those cases where, following repatriation, Seafarers have to meet their own medical care costs, in line with Article 14.3 (a) they may submit claims for reimbursement within six (6) months, unless there are exceptional circumstances, in which case, the period may be extended
- 14.4 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed, where necessary, by a doctor appointed by the Owners. If a doctor appointed by or on behalf of the Seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Owners and the Union, and the decision of this doctor shall be final and binding on both parties.

## **Sick Pay**

### **§15**

- 15.1 When a Seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages plus guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the Owners' expense as specified in Article 22.
- 15.2 Thereafter the Seafarer shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days after repatriation. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- 15.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured Seafarer has been cured or until a medical determination is made in accordance with Article 19 concerning permanent disability.
- 15.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a doctor appointed by the Owners. If a doctor appointed by or on behalf of the Seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Owners and the Seafarer, and the decision of this doctor shall be final and binding on both parties.

## **Annual Paid Leave**

### **§16**

- 16.1 Annual paid leave is accumulated at a rate of (8) days per month served, or pro rata, and is consolidated into the monthly pay see scale attached in (Appendix A/B).

## Relief Scale

### §17

- 17.1 A relief system of 1 on 1 off or 2 on 1 off is applicable subject to agreement by both parties. It is acknowledged that a tour of duty will not normally exceed eight (8) weeks, but may be extended to a maximum of twelve weeks duty on board (3 on 1 off) the vessel subject to agreement between the signatory Union/s and the Owners.

## Loss of Life - Death in Service

### §18

- 18.1 If a Seafarer dies through any cause whilst in the employment of the Company including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the Company shall pay the sums specified in the attached (*appendix D*) to a nominated beneficiary and to each dependent child up to a maximum of 4 (*four*) under the age of 18. The Company shall also transport at its own expense the body to Seafarer's home where practical and at the families' request and pay the cost of burial expenses. If the Seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer. For the purpose of this clause a seafarer shall be regarded as "in employment of the company" for so long as the provisions of Articles 14 and 15 apply and provided the death is directly attributable to sickness or injury that caused the seafarer's employment to be terminated in accordance with Article 26.
- 18.2 The provisions of Article 19.5 below shall also apply in the case of compensation for Loss of Life - Death in Service as specified in this Article.

## Disability

### §19

- 19.1 A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the company regardless of fault, including accidents occurring while travelling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.
- 19.2 The disability suffered by the seafarer shall be determined by a doctor appointed by the company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the company and the seafarer and the decision of this doctor shall be final and binding on both parties.
- 19.3 The company shall provide disability compensation to the seafarer in accordance with the following table, with any differences, including less than 10 % disability, to be pro rata.

2015

Degree of Disability	Rate of Compensation		
Percentage (%)	Ratings	Junior Officers	Senior Officers (4)
100	96,909	129,212	161,514
75	72,682	96,909	121,136
60	58,145	77,527	96,909
50	48,454	64,606	80,757
40	38,763	51,685	64,606
30	29,073	38,763	48,454
20	19,382	25,842	32,303
10	9,691	12,921	16,151

Note: "Senior Officers" for the purpose of this clause means Master, Chief Officer, Chief Engineer and 1<sup>st</sup> Engineer.

- 19.4 A seafarer whose disability, in accordance with 19.2 above is assessed at 50% or more under the attached shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50 % disability but certified as permanently unfit for further sea service in any capacity by the company-nominated doctor, shall also be entitled to 100 % compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in 19.2 above.
- 19.5 Shipowners, in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the shipowner or by the representative of the insurers for a payment less than the contractual amount due under this Agreement. Where the nature of the personal injury makes it difficult for the shipowner to make a full payment of the claim, consideration to be given to the payment of an interim amount so as to avoid undue hardship.

#### **Insurance Cover** **§20**

- 20.1 The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement.

#### **Equality** **§21**

- 21.1 Each Seafarer shall be entitled to work, train and live in an environment free from harassment and bullying, whether sexually, racially or otherwise motivated. The Owners will regard breaches of this undertaking as a serious act of misconduct on the part of Seafarers.

#### **Repatriation** **§22**

- 22.1 A Seafarer shall be entitled to repatriation at the Owners' expense either to her/his home or to the place of her/his original engagement:
- a) After every tour as per Article 3;
  - b) When signing off owing to sickness or injury, after medical examination in accordance with Article 14, but subject to the provision of Article 18
  - c) When his/her employment, is terminated, owing to discharge by the Owners;
  - d) Upon the loss, laying-up for a period of 30 days or more, or sale of the vessel/unit;
  - e) If the vessel/unit has been arrested provided the vessel/unit has remained under arrest for more than 30 days;
  - f) If the Owners have not complied with the provisions of the agreement the Seafarer is entitled to claim the outstanding wages and to be repatriated at the Owners' expense;
  - g) On discharge according to Article 26, paragraphs 26.2 and 26.3 below.
- 22.2 Repatriation shall take place in such a manner that it meets all reasonable requirements with regard to comfort\* and reasonable expense, subject to international/national immigration requirements. The Owners shall be liable for the cost of maintaining the Seafarer ashore until repatriation takes place.

22.3 When, during the course of a voyage, the spouse, or in the case of a single person, a parent falls dangerously ill whilst the Seafarer is abroad, every effort will be made to repatriate the Seafarer concerned as quickly as possible. The cost of repatriation may be borne by the Owners.

\* Comfort is defined as hotel accommodation, three meals per day plus economy airfare.

### **Service in Warlike Operations Areas/High Risk Areas**

#### **§23**

23.1 A Warlike Operations area or High-Risk zone will be designated by the ITF. The list of such ITF designated areas will be available in the ITF's website and amended from time to time. An updated list of the Warlike Operations areas shall be kept on board the vessels and shall be accessible to the crew.

23.2 At the time of the assignment the Owners shall inform the Seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known during the period of the Seafarers' employment on the vessel, the Owners shall advise the Seafarers immediately.

23.3 If the vessel enters a Warlike Operations area:

- The Seafarer shall have the right not to proceed to such area. In this event, the Seafarer shall be repatriated at Owners' cost with benefits accrued until the date of return to his/her home or the port of engagement.
- The Seafarer shall be entitled to a double compensation for disability and death.
- The Seafarer shall also be paid a bonus equal to 100% of the basic wage for the durations of the ship's stay in a Warlike Operations area – subject to a minimum of five (5) days pay.
- The Seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.

23.4 In addition to areas of Warlike Operations, the ITF may determine High-Risk zones and define, on a case-by-case basis, the applicable Seafarers' benefits and entitlements, as well as Owners' and Seafarers' obligations. In the event of any such designations, the provisions of Articles 23.1 and 23.2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.

23.5 In case a Seafarer may become captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective whether such act takes place within or outside ITF designated areas referred to in this Article, the Seafarer's employment status and entitlements under this Agreement shall continue until the Seafarer's release and thereafter until the Seafarer is safely repatriated to his/her home or place of engagement or until all Owners' contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Owners shall also make every effort to provide captured Seafarers, with extra protection, food, welfare, medical and other assistance as necessary.

### **Food Accommodation, Bedding, Amenities, Etc.**

#### **§24**

24.1 The Owners shall provide the following for the use of each Seafarer whilst s/he is serving on board:

- sufficient food of good quality and of a type conforming with the Seafarer's dietary and/or cultural requirements;
- accommodation of adequate size and standard - single berth;



- one mattress and at least one pillow, three blankets, two sheets, one pillow-case and two towels;
- three sheets, pillow-case and towels shall be changed at least once a week;
- necessary cutlery and crockery;
- laundry facilities;
- recreational facilities in accordance with ILO recommendations No. 138 (1970).

24.2 In addition, the Owners shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment mentioned in sub-paragraphs c) and d) above shall be of good quality. The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.

#### **Crew's Effects** **§25**

25.1 When any Seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the vessel as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding or collision, excluding any loss or damage caused by the Seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the Owners compensation up to a maximum of US\$3000. The Seafarer shall certify that any information provided with regard to lost property is true to the best of his knowledge.

#### **Termination of Contract** **§26**

26.1 A Seafarer may terminate his employment by giving 30 days' notice of termination to the Owners or the Master of the vessel/unit, either in writing or verbally in the presence of a witness. (See also Article 3) The employment will cease only at the end of a tour.

26.2 A Seafarer may refuse to enter into war like operations area as defined by ITF

26.3 A Seafarer shall be entitled to terminate their employment immediately if the vessel or unit is certified unseaworthy or substandard in accordance with the provisions of Chapter I, Regulation 19\* or other applicable requirements of the Safety at Life at Sea Convention (SOLAS) 1974, the Code for the Construction and Equipment of Mobile Offshore Drilling Units (1989 MODU Code), the International Conventions on Load-lines (LLC) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW) 1978, the International Convention for the Prevention of Pollution from Vessel or Units 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147 (1976, Minimum Standards in Merchant Ships, as supplemented by the Protocol of 1996. In any event, a vessel or unit shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments.

26.4 The Owners shall not be entitled to terminate the employment of a Seafarer prior to expiry of the period of engagement (as specified in Article 3) except only that the Owners may discharge a Seafarer:

- a) upon the total loss of the vessel or unit, or
- b) when the vessel or unit has been laid up for a continuous period of at least one month, or
- c) upon the misconduct of the Seafarer giving rise to a lawful entitlement to dismiss, provided that in the case of dismissal for misconduct of the Seafarer the Owners shall, prior to dismissal, give written notice to the Seafarer specifying the misconduct relied upon and if such notice is not given as aforesaid the dismissal shall be ineffective in terminating the employment of the Seafarer and the Seafarer shall be entitled to damages in respect of the unexpired term of employment in addition to the compensation provided for in 26.5 below

- 26.5 A Seafarer shall be entitled to receive compensation of “two months basic pay” on termination of employment for any reason except where:
- a) the termination is as a result of the expiry of an agreed period of service in her/his Contract; or
  - b) the termination is as a result of notice given by the Seafarer as aforesaid; or
  - c) the Seafarer is lawfully and properly dismissed by the Owners as a consequence of the Seafarer's own misconduct
- 26.6 **For the purposes of this Agreement, refusal by any Seafarer to obey an order to sail the vessel/unit** shall not amount to misconduct of the Seafarer where:
- a) the vessel/unit is unseaworthy as defined in Article 26.3 above; or
  - b) for any reason, it would be unlawful for the vessel to sail; or
  - c) the Seafarer has a genuine grievance against the owners in relation to implementation of this agreement or her/his ITF Contact of Employment, which has been given the opportunity for resolution between the union and the owner; or
  - d) the Seafarer refuses to sail into Warlike Operations area.

**Membership Fees, Welfare Fund, Vessel / Unit Board  
Safety Committee and Representation of Seafarers  
§27**

- 27.1 Subject to national legislation, in order to be covered by the agreement all Seafarers shall be members of an appropriate national trade union affiliated to the ITF.
- 27.2 The Owners shall on their own behalf pay contributions to the ITF Seafarers' International Welfare Protection and Assistance Fund in accordance with the terms of the Special Agreement.
- a) The Owners acknowledge the right of Seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Convention Nos. 87 & 98.
  - b) The ship-owner shall facilitate the establishment of an on-board Safety and Health Committee, in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Vessel or Unit at Sea and in Port, and as part of their safety-management system\*. The owner shall also designate an on-board competent safety officer who shall implement the Owners' safety and health policy and program and carry out the instructions of the Master to:
    - (i) improve the crew's safety awareness;
    - (ii) investigate any safety complaints brought to their attention and report the same to the safety and health committee and the individual, where necessary;
    - (iii) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents;
    - (iv) carry out safety and health inspections; and
    - (v) monitor and carry out the on-board safety training of Seafarers.
  - c) The Owners acknowledge the right of the ITF to appoint or have elected by and from the crew, a safety representative(s). The safety representative will have access to information, assistance and advice provided, where necessary, by the safety committee, the owner and the ITF. The safety representative shall:
    - (i) have access to all parts of the vessel or unit;
    - (ii) be able to participate in the investigation of accidents and near accidents;
    - (iii) have access to all the necessary documentation, including investigation reports, past minutes of the safety and health committee, etc.;
    - (iv) receive appropriate training; and

- (v) not be subject to dismissal or other prejudicial measures for carrying out functions assigned to the role of safety representative and be entitled to the same protection as the liaison representative.

### **Personal Protective Equipment - General Personal Protective Equipment** **§28**

- 28.1 Every person engaged in the operations and every other person who may be exposed to the risk of injury, poisoning or disease arising from the operations should, where necessary, be provided with and should wear:
- a) a suitable safety helmet constructed to an appropriate standard
  - b) overalls
  - c) waterproof, reinforced, safety boots
  - d) depending on the risk, sufficient and suitable protective clothing and equipment, including, but not limited to:
  - e) respiratory protective equipment; eye protectors; hearing protection; gloves; welding aprons; safety harnesses, ropes and attachments; buoyancy aids; and survival suits;
  - f) sufficient and suitable protective outer clothing for use by any person who, by reason of the nature of his/her work, is required to continue working in the open air during cold or hot weather, rain, snow, sleet, hail, spray, high winds or hot, humid conditions;
  - g) personal protective equipment should be used on an individual basis and not passed to another person without first being cleaned, serviced and maintained. The space provided for personal safety equipment should be such as not to contaminate accommodation or other storage. Personal protective equipment should be suitable for the purpose and to the required standard, having regard of the nature of the work. Where there is a relevant certificate of approval or a national standard or there is an equivalent international standard, personal protective equipment should be to that standard.

### **Breach of Agreement** **§29**

- 29.1 If either party should breach the terms of this Agreement, each party, either acting for itself or acting on behalf of the Seafarer, and/or any Seafarer, shall be entitled to take such measures as may be deemed necessary to obtain redress, however, both parties agree to undertake all measures possible to avoid disputes under the terms of the agreement.

### **Maternity** **§30**

- 30.1 If a crew member becomes pregnant during the period of employment:
- a) the Seafarer shall advise the master as soon as the pregnancy is confirmed;
  - b) the Owners will repatriate the Seafarer as soon as reasonably possible but in no case later than the 26<sup>th</sup> week of pregnancy; and where the nature of the vessel's operations could in the circumstances be hazardous - at the first port of call;
  - c) The Seafarer shall be entitled to 100 days basic pay;
  - d) The Seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such vacancy be available.

### **Misconduct** **§31**

- 31.1 An Owner may terminate the employment of a Seafarer following an act of misconduct or incompetence, which gives rise to a lawful entitlement to dismissal, provided that the Owners shall, where possible, prior to dismissal, give written notice to the Seafarer specifying the misconduct or incompetence which has been the cause of the dismissal.

- 31.2 In the event of the dismissal of a Seafarer in accordance with this clause, the Owners shall be entitled to recover from that Seafarer's balance of wages the costs involved with repatriating the Seafarer together with such costs incurred by the Owners as are directly attributable to the Seafarers proven misconduct. Such costs do not, however, include the costs of providing a replacement for the dismissed Seafarer.
- 31.3 For the purpose of this Agreement, refusal by any Seafarer to obey an order to sail the ship shall not amount to misconduct of the Seafarer where:
- a) the ship is un-seaworthy or otherwise substandard as defined in (Clause 26.3);
  - b) for any reason, it would be unlawful for the ship to sail;
  - c) The Seafarer has a genuine grievance against the Owners in relation to the implementation of this Agreement and has complied in full with the terms of the Owners' grievance procedure; or the Seafarer refuses to sail into a warlike area.

### **ITF Definition of an Offshore Unit**

#### **§32**

- 32.1 For the purpose of defining a "Mobile Offshore Unit" (MOU) or vessel covered by this agreement and in line with ITF Offshore Continental Shelf Flag State Jurisdiction Policy (Appendix C) and the application of the Offshore Collective Bargaining Agreement (OCBA) 'maritime offshore mobile unit or vessel' means;

A mobile offshore unit or vessel, which may be involved in any single activity or combination of activities such as:

Production  
Drilling  
Accommodation Barge /Floatel  
Construction Barge  
Maintenance (including stimulation and maintenance of wells)  
Lift operations  
Pipe-laying

Emergency preparedness/contingency including fire fighting vessels and units: used for single well production systems, and diving.

Mobile offshore unit or vessel also means when operating in the offshore oil and gas industry as:

Supply Vessels  
Stand-by Vessels  
Anchor Handling Vessels  
Seismic Survey Vessels  
FPSO  
Diving Multi Support Vessels

Windfarm, Wind Turbine Installation, Construction, Maintenance and Support vessels

- Windfarm vessels involved in any single activity or combination of activities in the offshore oil and gas sector shall be considered as protected by the Offshore Continental Shelf Flag/State Jurisdiction Policy and current ITF Offshore Standard CBA shall apply.
- In the event of any dispute arising over the definition of Windfarm vessels the ITF OTFG will assist parties to reach agreement.



ITF Minimum Wage Scale for Crews on MOU's				(NORTH EUROPEAN WATER RATES)				
MARITIME CREW RANK	Scale	Basic Monthly (US\$)	Houtly OT Weekdays 1/135th monthly	Sats & Suns and Public holidays 1/75th of monthly	Effective 1 JANUARY 2015			
					Leave Pay / 8	Total Monthly	W/day	Sat/Sun Overtime
1. Master	2	2200	1412	3051	704	\$7,367	\$16.30	\$29.33
2. Chief Engineer	1.800	1980	1271	2746	634	\$6,630	\$14.67	\$26.40
3. Chief Navigating Officer	1.570	1727	1109	2395	553	\$5,783	\$12.79	\$23.03
4. 2nd Navigating Officer	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
5. 3rd Navigating Officer	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
6. 1st Engineer Officer	1.570	1727	1109	2395	553	\$5,783	\$12.79	\$23.03
7. 2nd Engineer Officer	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
8. 3rd Engineer Officer	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
9. Radio Officer	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
Chief Steward	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
10. Electrician	1.200	1320	847	1830	422	\$4,420	\$9.78	\$17.60
11. Bosun	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
AB/ Crane Operator	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Fitter / Mechanic	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Chief Cook	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Storekeeper	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
12. Bosun's Mate	1.040	1144	734	1586	366	\$3,831	\$8.47	\$15.25
Quartermaster	1.040	1144	734	1586	366	\$3,831	\$8.47	\$15.25
Assistant Electrician	1.040	1144	734	1586	366	\$3,831	\$8.47	\$15.25
<b>13. Able Seamen</b>	<b>1.000</b>	<b>1100</b>	<b>706</b>	<b>1525</b>	<b>352</b>	<b>\$3,683</b>	<b>\$8.15</b>	<b>\$14.67</b>
2nd Cook	1.000	1100	706	1525	352	\$3,683	\$8.15	\$14.67
Motorman/Oiler	1.000	1100	706	1525	352	\$3,683	\$8.15	\$14.67
14. Catering Service Pers*	0.744	818	525	1135	262	\$2,740	\$6.06	\$10.91
15. OS	0.744	818	525	1135	262	\$2,740	\$6.06	\$10.91
16. Junior Rating ***	0.599	659	423	914	211	\$2,206	\$4.88	\$8.79

\* The consolidated monthly pay is calculated using the following formula:

Eg. Able Seamen:

Basic	<b>1100</b>	<b>Overtime</b>
OT Mon-Fri 86.66hrs* x Basic/135	<b>706</b>	<b>8.15</b>
OT Wk/end 104hrs** x Basic/75	<b>1525</b>	<b>14.67</b>
Annual paid leave 8 x basic/25	<b>352</b>	
<b>Total Per Month</b>	<b>3683</b>	
1on/1 off leave sys = Cons *6/12	<b>1842</b>	
2on 1 off leave sys = Cons *8/12**	<b>2456</b>	

Notes: \* 86.66 hours represents 5 days x 4.33 wks/yr x 4 hrs/day

\*\* 104 hrs represents 8 wk.end days at 12 hours per day + 8hrs for public hols

(ie. 8 PH's x 12 hrs/12 months = 8 hrs/month.)

\* Catering Service Personnel working in the galley assisting the Chief Cook shall be paid as 2nd Cook.



ITF Offshore Continental Shelf / Flag State Jurisdiction Policy

1. "Maritime mobile offshore units" when operating within a foreign Continental Shelf State shall be covered by the legislation, regulations and collective bargaining agreements of the National Flag State.
2. The collective bargaining conditions of the National Flag State shall at least be substantially equivalent to those existing in the Continental Shelf State and the case of Flag of Convenience units, ITF policy is applied. All "units" shall also adhere to ILO Conventions and Recommendations applicable to Seafarers and ships as well as to all applicable IMO Conventions, Codes and Resolutions.
3. If the continental shelf state has issued rules and regulations with regard to employment and social and economic conditions or there is a trade union policy regarding the employment of local and or international labour, no ITF affiliate shall sign an agreement for the "unit" until negotiations have taken place between the ITF affiliates in the National Flag State and the Continental Shelf State.
4. During the negotiations mentioned above the general rule to be observed should require that the "maritime crew" be nationals or residents of the National Flag State or the Continental Shelf State and are members of an ITF Seafarer affiliate. In those instances where the "unit" is operating under a Flag of Convenience the negotiating rights lie with the unions in the country of beneficial ownership.
5. The National Flag State and the Beneficial Ownership State affiliates respectively shall have the right to be present during all negotiations between the Continental Shelf State affiliates and the owner, operator, charter of a "unit" on the subject of the manning of the "unit".
6. It is important in this context that affiliates concerned keep each other and the ITF informed of all aspects and stages of negotiations. National Flag State/Continental Shelf State affiliates shall provide the ITF with copies of all relevant legislation, regulations and policy documents.
7. At any stage of the inter-union negotiations the ITF affiliates may call on the ITF to act initially as conciliator and ultimately, as provided for in the ITF constitution, as arbitrator.
8. Every effort shall be made by National Flag State Continental Shelf State affiliates to secure an agreement with the owners, operator, and charterer to return the unit to National Flag State affiliates under an ITF acceptable agreement.
9. Where there is a National or Continental Shelf Agreement in place for "offshore project crew" serving on multipurpose vessels performing underwater missions, the rights of ITF affiliates holding such agreement must be respected and the current ITF Offshore



Standard Agreement may only be amended to cover such personnel with their expressed approval and endorsement of ITF Maritime Section.

## Appendix D

### Schedule of Cash Benefits

#### Article 18

##### Compensation for Loss of Life:

##### 2015

1. to immediate next of kin: \$96,909
2. to each dependent child under the age of 18 (subject to a maximum of 4):  
\$19,382

#### Article 25

##### Crew's Effects:

Maximum: US\$ 3,300, which includes cash up to \$330.

#### Article 27

##### Membership Fees, Welfare Fund and Representation of Seafarers:

Company's contribution to the SSD in respect of membership and entrance fees US\$120  
Company's contribution to the ITF Seafarers' International Assistance, Welfare and Protection Fund:  
US\$ 250 per position per year

