

## 2008 – 2009 IBF Framework TCC Agreement

### Article 1: Application

- 1.1 This IBF Framework Agreement sets out the standard terms and conditions applicable only to seafarers serving on any ship owned or operated by a company in membership with the Joint Negotiating Group in respect of which there is in existence an IBF Special Agreement.
- 1.2 This Agreement is deemed to be incorporated into and to contain the terms and conditions of employment of any seafarer to whom this Agreement applies whether or not the Company has entered into an individual Contract of Employment with the seafarer.
- 1.3 It is understood and agreed that nothing contained in this Agreement is intended to or shall be construed as to restrict in any way the authority of the Master.
- 1.4 The IBF Special Agreement requires the Company, inter alia to employ the seafarers on the terms and conditions of an ITF approved agreement, and to enter into individual contracts of employment with any seafarer to whom this Agreement applies, incorporating the terms and conditions of an ITF approved Agreement. The Company undertakes that it will comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the ITF Special Agreement are available on board in English.
- 1.5 The words “seafarer”, “ship”, ‘IBF Special Agreement’, “Union”, “ITF” and “company” when used in this Agreement shall have the same meaning as in the IBF Special Agreement. Furthermore, “seafarer” means any person who is employed or engaged or works in any capacity to whom this collective bargaining agreement applies.
- 1.6 Each seafarer, shall be covered by the Agreement with effect from the date on which they are 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 Company is liable for the payment of wages, whether or not any employment contract is executed between the seafarer and the Company and whether or not the Ship’s Articles are endorsed or amended to include the rates of pay specified in this Agreement.

**Article 2: Pre-Employment**

- 2.1 Each seafarer shall undertake to serve the Company competently and shall undertake that they possess, and will exercise, the skill commensurate with the certificates that they declare to hold.
- 2.2 The Company shall be entitled to require that any seafarer shall have a satisfactory pre-employment medical examination, at Company expense, by a Company-nominated doctor and that the seafarer answer faithfully any questionnaire on their state of health, which may be required. Failure to do so may effect the seafarer's entitlement to compensation as per Articles 22,23,24, 25 and 26. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination.
- 2.3 Companies who are direct employers or who use seafarers recruitment and placement services shall ensure, as far as practicable, that the standards laid down in the MLC 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 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.
- 2.4 Each seafarer shall sign the seamen's employment contract attached as APPENDIX 4.

**Article 3: Probationary Service**

- 3.1 The first 6 weeks of service during the first term of employment with the Company shall be regarded as probationary and both the seafarer and/or the Company 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 provided shall not apply.

**Article 4: Non-Seafarers Work**

- 4.1 Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall be required or induced to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or 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, unstowing, pouring, trimming, classifying, sizing, stacking, unstacking 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.

- 4.2 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 Company shall be instructed or induced to 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 Company will not take any punitive measures against any seafarer who respects such dock workers’ 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.
- 4.3 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 2 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.

#### **Article 5: Duration of Employment**

- 5.1 A seafarer shall be engaged for the period specified in Appendix 1 to this Agreement and such period may be extended or reduced by the amount shown in Appendix 1 for operational convenience. The employment shall be automatically terminated upon the terms of this Agreement at the first arrival of the ship in port after expiration of that period, unless the Company operates a permanent employment system.

#### **Article 6: Hours of Duty**

- 6.1 The normal hours of duty shall be as specified in Appendix 1, but in no case shall exceed either;
- a) Eight hours per day from Monday to Friday and four hours on Saturday;
  - or
  - b) Eight hours per day from Monday to Friday inclusive.

#### **Article 7: Overtime**

- 7.1 Entitlement to overtime for all seafarers shall be as specified in Appendix 2.
- 7.2 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.
- 7.3 Such record shall be handed to the seafarer for approval every month or at shorter intervals. Both copies must be signed by the Master and/or Head of the Department as well as by the seafarer, after which the record is final. One copy shall be handed over to the seafarer.
- 7.4 Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril shall not count for overtime payment.

**Article 8: Holidays**

- 8.1 For the purpose of this Agreement the days listed in Appendix 1 shall be considered as holidays at sea or in port. If a holiday falls on a Saturday or a Sunday, the following working day shall be observed as a holiday.

**Article 9: Rest Periods**

- 9.1 Each seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
- 9.2 This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.
- 9.3 The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- 9.4 The company 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.
- 9.5 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.

- 9.6 A short break of less than 30 minutes will not be considered as a period of rest.
- 9.7 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.
- 9.8 The allocation of periods of responsibility on UMS Ships, where a continuous watchkeeping in the engine room is not carried out, shall also be conducted in a manner that minimises 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.
- 9.9 Records of seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

#### **Article 10: Wages**

- 10.1 The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scale (APPENDIX 2) and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the seafarer.
- 10.2 The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the seafarers, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.

- 10.3 Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- 10.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 10.5 No seafarer employed in the Deck or Engine departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.

**Article 11: Allotments**

- 11.1 Each 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 deductions as specified in Article 10.

**Article 12 Leave**

- 12.1 Each seafarer shall, on the termination of employment for whatever reason, be entitled to payment of leave pay as specified in APPENDIX 2 for each completed month of service and pro rata for a shorter period.

**Article 13: Subsistence Allowance**

- 13.1 When food and/or accommodation is not provided on board, the Company shall be responsible for providing food and/or accommodation of suitable quality.

**Article 14: Watchkeeping**

- 14.1 Watchkeeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- 14.2 It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on daywork.
- 14.3 While watchkeeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours 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.

- 14.4 The Master and Chief Engineer shall not normally be required to stand watches

### **Article 15: Manning**

- 15.1 The Ship shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a three-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.
- 15.2 In addition, the manning of each ship shall be determined following agreement between the Company and the Union with whom the agreement is concluded.
- 15.3 The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, the company and the union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:
- a) persons engaged for security purposes should not undertake other seafarers' duties;
  - b) only specific tasks authorized by the master can be carried out by the riding squads;
  - c) classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
  - d) all riding squads must be covered by agreements in line with ILO conventions and recommendations; and
  - e) riding squads should not be used to replace current crew or be used to undermine ITF agreements.

### **Article 16: Shorthand Manning**

- 16.1 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 the shortage before the ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Article 7.

### **Article 17: Services in Warlike Operations Areas**

- 17.1 A warlike operations area shall be determined by the IBF Warlike Operations Areas Committee in accordance with the Committee's Rules and Procedures.
- 17.2 During the assignment a seafarer shall be given full information of the war zone's inclusion in the ship's trading pattern and shall have the right not to proceed to a warlike operations area, in which event the seafarer shall be repatriated at Company's' cost with benefits accrued until date of return to the port of engagement.
- 17.3 Where a ship enters into an area where warlike operations take place, the seafarer will be paid a bonus equal to 100% of the basic wage for the duration of the ship's stay in such area subject to a minimum of five days' pay. Similarly, the compensation for disability and death shall be doubled.
- 17.4 A seafarer shall have the right to accept or decline the assignment without risking losing their employment or suffering any other detrimental effects.

#### **Article 18: Crew's Effects**

- 18.1 When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship 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 Company compensation up to a maximum specified in APPENDIX 3.
- 18.2 The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
- 18.3 The Company shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin.

#### **Article 19: Termination of Employment**

- 19.1 The employment shall be terminated:
- a) upon the expiry of the agreed period of service identified in APPENDIX 1;
  - b) when signing off owing to sickness or injury, after medical

examination in accordance with Article 22, but subject to the provision of Article 26.

- 19.2 The Company may terminate the employment of a seafarer:
- a) by giving one month's written notice to the seafarer;
  - b) if the seafarer has been found to be in serious default of his employment obligations in accordance with Article 21;
  - c) upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
- 19.3 A seafarer to whom this Agreement applies may terminate employment:
- a) for justified reasons;
  - b) A seafarer to whom this Agreement applies may terminate a current employment contract: when, during the course of a voyage it is confirmed that the spouse or, in the case of a single person, a parent, has fallen dangerously ill. This provision shall also be applied with regard to the partner of a seafarer provided that this partner has been nominated by the seafarer at the time of engagement as the seafarers next of kin;
  - c) if the ship is about to sail into a warlike operations area, in accordance with Article 17 of this Agreement;
  - d) if the seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration of trading pattern;
  - e) if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watchkeeping Convention (STCW) 1995, the International Convention for the Prevention of Pollution from Ships 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 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a Ship 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;
  - f) if the ship has been arrested and has remained under arrest for 30 days;
  - g) if after any agreed grievance procedure has been invoked, the Company has not complied with the terms of this Agreement;

19.4 A seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment in accordance with 19.2(a) and (c), 19.3(c), (d), (e), (f) and (g) above and Article 24.1.

19.5 It shall not be grounds for termination if, during the period of the agreement, the Company transfers the seafarer to another vessel belonging or related to the same owner/manager, on the same rank and wages and all other terms, if the second vessel is engaged on the same or similar voyage patterns. There shall be no loss of earnings or entitlements during the transfer and the Company shall be liable for all costs and subsistence for and during the transfer.

#### **Article 20: Repatriation**

20.1 Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.

20.2 During repatriation for normal reasons, the Company shall be liable for the following costs until the seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:

- a) payment of basic wages;
- b) the cost of accommodation and food;
- c) reasonable personal travel and subsistence costs;
- d) transport of the seafarer's personal effects up to the amount agreed with the Company.

20.3 A seafarer shall be entitled to repatriation at the Company's expense on termination of employment as per Article 19 except where such termination arises under Clause 19.2(b).

#### **Article 21: Misconduct**

21.1 The Company may terminate the employment of a seafarer following a serious default of the seafarers employment obligations which gives rise to a lawful entitlement to dismissal, provided that the Company shall, where possible, prior to dismissal, give written notice to the seafarer specifying the serious default which has been the cause of the dismissal.

21.2 In the event of the dismissal of a seafarer in accordance with this clause, the Company 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 Company 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.

- 21.3 For the purpose of this Agreement, refusal by any seafarer to obey an order to sail the ship shall not amount to a breach of the seafarers employment obligations where:
- a) the ship is unseaworthy or otherwise substandard as defined in Clause 19.3 e);
  - b) for any reason it would be unlawful for the ship to sail;
  - c) the seafarer has a genuine grievance against the Company in relation to the implementation of this Agreement and has complied in full with the terms of the Company's grievance procedure, or
  - d) the seafarer refuses to sail into a warlike area.
- 21.4 The company shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breaches of employment obligations and with seafarers complaints or grievances. The procedures shall allow seafarers to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.

#### **Article 22: Medical Attention**

- 22.1 A seafarer shall be entitled to immediate medical attention when required.
- 22.2 A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the Company's expense for as long as such attention is required or until the seafarer is repatriated to the port of engagement, whichever is the earlier.
- 22.3 A seafarer repatriated to their port of engagement, unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the Company's 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 clause 25.2 concerning permanent disability.
- 22.4 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed.

#### **Article 23: Sick Pay**

- 23.1 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 Company's expense as specified in Article 20.
- 23.2 Thereafter the seafarers 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.
- 23.3 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 clause 25.2 concerning permanent disability.
- 23.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a Company appointed doctor. 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 Union and the decision of this doctor shall be final and binding on both parties.

#### **Article 24: Maternity**

- 24.1 In the event that a crewmember becomes pregnant during the period of employment:
- a) the seafarer shall advise the master as soon as the pregnancy is confirmed;
  - b) the Company 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 a vacancy be available.

#### **Article 25: Disability**

- 25.1 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, but excluding permanent disability due to wilful acts, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.

- 25.2 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 Union and the decision of this doctor shall be final and binding on both parties.
- 25.3 The Company shall provide disability compensation to the seafarer in accordance with APPENDIX 3, with any differences, including less than 10 % disability, to be pro rata.
- 25.4 A seafarer whose disability, in accordance with 25.2 above is assessed at 50% or more 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 the assessment or entitlement shall be resolved in accordance with clause 25.2 above.
- 25.5 Any payment effected under 25.1 to 25.4 above, shall be without prejudice to any claim for compensation made in law, but may be deducted from any settlement in respect of such claims.
- 25.6 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.

#### **Article 26: Loss of Life - Death in Service**

- 26.1 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, but excluding death due to wilful acts, the Company shall pay the sums specified in the attached APPENDIX 3 to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18. The Company should 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.

- 26.2 Any payment effected under this clause shall be without prejudice to any claim for compensation made in law but may be offset against any such payments.
- 26.3 For the purpose of this clause a seafarer shall be regarded as "in the employment of the company" for so long as the provisions of Articles 22 and 23 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 19.1 b).
- 26.4 The provisions of Article 25.6 above shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.

#### **Article 27: Insurance Cover**

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

#### **Article 28: Food, Accommodation, Bedding, Amenities etc.**

- 28.1 The Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the ILO Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention.
- 28.2 Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 19.3 emergencies.

#### **Article 29: Personal Protective Equipment**

- 29.1 The Company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations that specify any additional equipment, for the use of each seafarer while serving on board.
- 29.2 The Company will supply the crew with appropriate personal protective

- equipment for the nature of the job.
- 29.3 Seafarers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment.
- 29.4 If the necessary safety equipment is not available to operate in compliance with any of the above regulations, seafarers should not be permitted or requested to perform the work.
- 29.5 Seafarers should use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the Company.

**Article 30: Shipboard Safety Committee**

- 30.1 The Company 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 Ship at Sea and in Port, and as part of their safety-management system as per the requirements of the ISM Code.
- 30.2 The Company shall provide a link between the Company and those on board through the designation of a person or persons ashore having direct access to the highest level of management as per the requirements of the ISM Code. The Company shall also designate an on board competent safety Officer who shall implement the Company's safety and health policy and program and carry out the instructions of the Master to:
- a) improve the crew's safety awareness;
  - b) investigate any safety complaints brought to her/his attention and report the same to the Safety and Health Committee and the individual, where necessary;
  - c) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
  - d) carry out safety and health inspections.
- 30.3 The Company acknowledges the right of the crew to elect a safety representative to the on board Safety and Health Committee. Such a

representative shall be entitled to the same protections as the liaison representative as provided for in 31.5 below.

### **Article 31: Membership Fees, Welfare Fund and Representation of Seafarers**

- 31.1 Subject to national legislation, all seafarers shall be members of an appropriate national trade union affiliated to the ITF.
- 31.2 The Company shall arrange to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the relevant Union.
- 31.3 The Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- 31.4 The Company acknowledges the right of seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Conventions Nos. 87 and 98.
- 31.5 The Company acknowledges the right of the seafarers to elect a liaison representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the seafarer's duties as a liaison representative unless the Union has been given adequate notice of the dismissal and the agreed Grievance procedure has been observed.

### **Article 32: Equality**

- 32.1 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 Company will regard breaches of this undertaking as a serious act of misconduct on the part of seafarers.

### **Article 33: Waivers and Assignments**

- 33.1 The Company undertakes not to demand or request any seafarer to enter into any document whereby, by way of waiver or assignment or otherwise,

the seafarer agrees or promises to accept variations to the terms of this Agreement or return to the Company, their servants or agents any wages (including backwages) or other emoluments due or to become due to the seafarer under this Agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect.

**Article 34 Developed Economy Rating**

- 34.1 The Company shall remit US\$10 per seafarer per month to the Developed Economy Ratings (DER) fund in order to meet the objectives agreed in discussions at the IBF with effect 1 January 2008 . The details of the respective bank account shall be indicated by the IBF."

## **Appendix 1**

### **Contract duration, Working Hours, Holidays**

#### **Duration of Employment**

The maximum period of engagement referred to in Article 5 shall be nine (9) months, which may be extended to 10 months or reduced to eight (8) months for operational convenience. Thereafter, the seafarer's engagement shall be automatically terminated in accordance with Article 19 of this Agreement. This period of engagement may be reduced following local negotiations between the company in membership of the JNG and an ITF Affiliate. However should the voyage duration be subject to such reduction any costs should be included within the overall cost of the settlement.

#### **Normal Working Hours**

Following accepted working practice in the country to which a local agreement applies; normal working hours shall not exceed either:

- a) eight hours per day Monday to Friday inclusive; or
- b) eight hours per day Monday to Friday and four hours on Saturday.

#### **Holidays**

The days regarded as holidays in accordance with Article 8 shall be subject to National negotiations; however, national holidays shall be subject to a minimum of nine (9) days.

## **Appendix 2**

### **Wages, overtime, leave entitlements**

Wages to be developed in accordance with the Total Crew Cost Methodology agreed by the IBF.

### **Ratings**

#### Overtime Rate

In the case of ratings, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the rating concerned shown in this APPENDIX and the normal weekly working hours as shown in APPENDIX 1.

#### Guaranteed Overtime

Guaranteed overtime payments shall be not less than 85 hours per month for ratings with a 44 hour normal working week and not more than 103 hours per month for ratings with a 40-hour normal working week. Agreements already in force providing for guaranteed overtime payments outside these limits may remain in effect as provided for above.

### **Officers**

Agreements, which provide for hourly overtime payments for officers should observe the principles set out above concerning overtime payments for ratings.

Agreements, which provide for consolidated wage rates for officers, including compensation for work performed outside the normal working week, should contain provisions dealing with:

- a) The maintenance of records of the officers' rest periods;
- b) The rate at which wage-related allowances not shown on the wage schedule e.g. sick pay, are calculated.

Agreements already in force providing for consolidated wage rates shall remain in effect as provided for above.

### **Leave**

Leave pay for officers and ratings in accordance with Article 12 shall be not less than eight (8) days for each completed month of service and pro rata for a shorter

period.

## Appendix 3

### Compensation Payments

#### Crew's Effects

Maximum compensation for loss of effects as provided for in Article 18 of this Agreement shall be US\$3,000.

#### Medical, Dental or Social - Seafarers Family

There may be additional contributions by the company to meet medical, dental or social needs of seafarers and their families including crew communications, subject to local negotiations between the relevant JNG members and ITF affiliates.

#### Disability

In the event a seafarer suffers permanent disability in accordance with the provisions of Article 25 of this Agreement, the scale of compensation provided for under Article 25.3 shall, unless more favourable benefits are negotiated, be:

#### 2008 - 2009

<i>Degree of Disability</i>		<i>Rate of Compensation</i>	
<i>%</i>	<i>Ratings</i>	<i>Junior Officers</i>	<i>Senior Officers (4)</i>
100	89,100	118,800	148,500
75	66,825	89,100	111,375
60	53,460	71,280	89,100
50	44,550	59,400	74,250
40	35,640	47,520	59,400
30	26,730	35,640	44,550
20	17,820	23,760	29,700
10	8,910	11,880	14,850

Note: "Senior Officers" for the purpose of this clause means Master, Chief Officer, Chief Engineer and 2<sup>nd</sup> Engineer.

#### Loss of Life - Death in Service

Death in service benefits as provided in Article 26 of this Agreement shall, unless more favourable benefits are negotiated, be:

**2008-2009**

To the nominated beneficiary

\$ 89,100

To each dependant child (maximum 4 under the age of 18)

\$ 17,820