

ITF MIAMI GUIDELINES

ITF AND CRUISE SHIPS

POLICY GUIDELINES GOVERNING THE APPROVAL
OF ITF ACCEPTABLE COLLECTIVE BARGAINING
AGREEMENTS FOR COASTAL, EXPEDITION &
OCEAN CRUISE SHIPS

ADOPTED BY FAIR PRACTICES COMMITTEE, ROTTERDAM, 13-14 MAY 2026



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PART B : MIAMI GUIDELINES POLICY

Introduction

- B.1 This “Miami Guidelines Policy” revises the 2011 Buenos Aires update governing the approval of ITF acceptable agreements for cruise ships. The cruise industry has developed a unique operational system which substantially differs from other maritime transport systems. These policies and guidelines therefore reflect the distinctive nature of the cruise industry and set out the instruments for the ITF affiliates signing acceptable ITF Cruise agreements.
- B.2 The Miami Guidelines Policy is applicable to all Flag of Convenience registered cruise vessels not engaged in Cabotage Trade, as defined in the ITF policy on minimum conditions on merchant ships. The Miami Guidelines Policy are also applicable as a minimum standard to cruise vessels engaged in Cabotage Trade if the seafarers are not receiving wages, social benefits and protection equal to citizens of the cabotage area and further if those conditions are less than what is envisioned in the Miami Guidelines Policy.
- B.3 The following Items must be included in all agreements along to build the key framework alongside other provisions of the Miami Guidelines Policy:
- Probationary Period
 - Length of Contract
 - Termination
 - Hours of Work
 - Rest Hours
 - Wages (incl. breakdown entitlements)
 - Annual Leave
 - Shore Leave
 - Life Insurance
 - Disability Insurance
 - Medical Treatment and Maintenance
 - Sick Wages
 - Maternity
 - War Like and High-Risk Areas
 - Health and Safety
 - Non-Seafarers Work Clause
 - Disputes Resolution and Arbitration
 - Non Discrimination
 - Waivers
 - Repatriation
 - ITF Special Agreement
 - ITF Inspectors Cruise Ship Inspection Protocol
 - Individual employment agreements compliant to MLC requirements



B.4 This document should be read in conjunction with the ITF policy on minimum conditions on merchant ships. However, as the Cruise Industry is fundamentally different to other forms of maritime trade, a number of provisions in the Miami Guidelines Policy vary from those of the ITF policy on minimum conditions on merchant ships and therefore replace the corresponding provisions in the ITF policy on minimum conditions on merchant ships.

Negotiating rights and responsibilities

B.5 Where cruise ships are not currently covered by an existing ITF approved agreement and owned by international consortia the ITF Cruise Ship Task Force, or the ITF Cruise Agreement Advisory Group if authorised in its place, shall appoint a Lead Negotiation Union.

B.6 The Lead Negotiation Union should have the following role:

- Establishing a Memorandum of Agreement between the various parties scheduled to take part in the collective bargaining process with a cruise line or its representative as described under Article II.1. (j) of the Maritime Labour Convention, 2006 (MLC), including major Labour Supplying Unions where practical;
- Coordinate Collective Bargaining Negotiations with cruise lines and/or their representative(s) as envisioned above;
- Signing Collective Bargaining Agreement(s) on behalf of itself, or with the other participating Unions, or on their behalf if authorized to do so;
- Ensure that the Equal Remuneration Convention, 1950 (No. 100) and as highlighted in the Maritime Labour Convention, 2006 (MLC), Guideline B2.2.2.4. (a) are adhered to;
- Ensuring that the agreement(s) are non-discriminatory based on the criteria in The Discrimination (Employment and Occupation) Convention, 1958 (No. 111);
- Signing the Cruise Ship Inspection Protocol;
- Building a bridge between ITF secretariat, ITF inspectorate and the signatory company (s);
- Establishing, signing and renewals of the ITF Special Agreement; and
- Ensuring that the correct contributions to the ITF Welfare and Protection Fund are paid.

B.7 If a cruise ship is owned in and fly the national flag of its owner, the ITF Affiliate(s) in the Flag State shall have the negotiations rights, except if engaged in cabotage trade; when the negotiation rights transfers to the ITF Affiliate(s) in the Cabotage Area and the Flag State Affiliates jointly.

B.8 The ITF Miami Guidelines Policy should in such circumstances be looked at as the minimum condition accepted by an ITF Affiliate for national flag and cruise vessels trading in a cabotage area.



Consultation procedures for the signing of collective bargaining agreements covering FOC cruise ships and the corresponding ITF Special Agreement, if applicable

- B.9 Collective Bargaining Agreements should only be signed with owners and operators. In exceptional cases, and only after approval by the ITF Secretariat and the Cruise Agreement Advisory Group, can collective bargaining agreements be signed with managers and agents. The ITF Secretariat and the Chair of the ITF Cruise Ship Task Force might give pre-approval if the time-limit for starting the negotiations is too short for the full ITF Cruise Agreement Advisory Group to make a decision.
- B.10 The owner/operator should endeavor to utilize labour from the area where the vessel operates whenever possible.
- B.11 The signing of multi-year Collective Bargaining Agreement (ITF Approved Agreements) is acceptable.
- B.12 Where superior wages, or better conditions and compensation are applicable under national legislation, collective bargaining agreements or awards, these must take precedence over the standards included in the ITF Miami Guidelines Policy.
- B.13 The terms of Collective Bargaining Agreement(s) shall be incorporated in seafarers' employment agreements.

Cruise Agreement Advisory Group

- B.14 To ensure compliance with the ITF Miami Guidelines Policy an ITF Cruise Agreement Advisory Group shall be established.
- B.15 It shall consist of the following:
- The Chair of the ITF Cruise Ship Task Force;
 - The Vice Chairs of the ITF Cruise Ship Task Force;
 - The ITF Woman Representative to the ITF Seafarers' Section Committee;
 - The ITF Youth Representative to the ITF Seafarers' Section Committee; and
 - When reviewing Collective Bargaining Agreement(s) that have a bearing on river cruise ships; the Chair of the ITF Inland Navigation Section
- B.16 The ITF Cruise Agreement Advisory Group shall normally do their reviews through correspondence or in a virtual setting, but may in exceptional circumstances meet to decide on matters of great importance.
- B.17 The ITF Cruise Agreement Advisory Group shall review all new and amended collective bargaining agreements entered into by ITF Affiliates and advise the

Affiliate(s) that signed it on matters that should be reviewed at the next renewal of the Agreement.

- B.18 The review shall be based on a “Self-Audit Form” completed by the Lead Negotiation Union and forwarded to the ITF Secretariat ([Appendix 1](#)). The Self-Audit Form must, where any term of the Cruise Agreement is less than what the Miami Guidelines stipulates, show an improvement from the previous review and a plan supplied with the Self-Audit Form on how and when the Affiliate anticipate to meet the standard.
- B.19 The ITF Cruise Agreement Advisory Group shall report their findings to the ITF Cruise Ship Task Force as needed, but at least once every year.
- B.20 The union(s) holding the Agreement(s) may appeal a decision of the ITF Cruise Ship Task Force to the Fair Practices Committee (FPC) Steering Group.
- B.21 The Chair of the ITF Cruise Ship Task Force shall present a short report to the ITF FPC Steering Group at its first meeting after the ITF Cruise Agreement Advisory Group has made its report.
- B.22 Agreements submitted to the ITF Cruise Agreement Advisory Group are binding on all parties, the ITF, its affiliates and those Seafarers that are covered by them through the approval and amendment process and through its expiration date thereafter.
- B.23 Amendments may also be made during the interim period i.e., between the effective and expiration dates, if agreed between the union(s) and the owner/operator. Agreements and amended agreements must be attached to the applicable ITF Special Agreement at its first renewal after the agreement and/or amended agreements have been signed.

The ITF Inspectorate and Industrial Actions

- B.24 In industrial action situations ITF inspectors should liaise with the ITF Secretariat/Cruise Agreement Advisory Group.

The ITF Inspectorate and Seafarers complaints

- B.25 ITF Inspectors and Coordinators receiving complaints from Seafarer(s) on cruise vessels covered by ITF approved agreements must contact the ITF Secretariat before any action is taken. Inspectors and Coordinators should not contact the owner/operator without prior approval from the ITF Secretariat since many cruise agreements include very specific grievance and/or arbitration procedures. When the ITF Secretariat transfers the matter to the union(s) involved, Inspectors and Coordinators should be informed of the outcome afterwards.

Training and education

- B.26 Affiliates with members and/or who represent seafarers on board cruise vessels should facilitate the participation of their members and/or seafarers they



represent to participate in trade union seminars with the aim of training spokespersons that can represent the crew while onboard.

- B.27 The Affiliates holding cruise ship agreements should establish a system where there is cooperation in promoting the seminars between the Union and each company, they have agreements with.
- B.28 The Seminars contents should at least include the following topics:
- Harassment & Bullying
 - Trade Union Awareness
 - ILO & IMO
 - MLC
 - Collective Bargaining Agreement
 - Health Awareness, such as but not limited to: Seafarers' Mental Health & Wellbeing; Occupational Safety and HIV/AIDS.
- B.29 The Owners/Company should seek to establish a system of on-board training giving Seafarers opportunities to advancements and higher skills.
- B.30 The Owners/Company should together with the Unions and Shore-side Educational Institutions place Trainees, Apprentices and Cadets on-board and, in that process, seek to establish gender equality.
- B.31 Trainees, Apprentices and Cadets should be paid a stipend agreed between the Owners/Company and the ITF Affiliates signing the Collective Bargaining Agreement. The Owners/Company must make sure that their training fulfils all requirements by national and international legislation and that the appropriate certificates are issued.
- B.32 Owners/Company should further endeavour a good employment and retention perspective to Trainees, Apprentices and Cadets.

GENERAL RULES

Definition of a Seafarer, Seafarers' Employment Agreement, Seafarer Recruitment and Placement Service and Shipowner

- B.33 To align the Miami Guidelines Policy with the Maritime Labour Convention 2006, as amended, and to identify a clear definition of the terms Seafarer, Seafarer Employment Agreement, Seafarer Recruitment and Placement Service and Shipowner, the Guidelines adopts the definition given in Maritime Labour Convention 2006, Article II:
- **Seafarer** means any person who is employed or engaged or works in any capacity on board a ship to which this Convention applies;
 - **Seafarers' employment agreement** includes both a contract of employment and articles of agreement;



- **Seafarer Recruitment and Placement Service** means any person, company, institution, agency or other organization, in public or the private sector, which is engaged in recruiting seafarers on behalf of shipowners or placing seafarers with shipowners;
- **Shipowner** means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether and other organization or persons fulfil certain of the duties or responsibilities on behalf of the shipowner.”

Distribution of agreements

- B.34 Copies of the agreement(s) and protocols shall be placed on board and also forwarded to the ITF Secretariat. Printed or electronic copies of the agreement(s) should be given to all Seafarers covered by it and the Seafarers should have an opportunity to review and seek advice on their terms and conditions, including the Agreement, before signing the employment contract.

Discrimination

- B.35 Agreements shall meet the standards of the ILO Discrimination (Employment and Occupation) Convention No. 111 and Maritime Labour Convention 2006, Article III.

Discrimination (Employment and Occupation) Convention No. 111, Article 1:

“For the purpose of this Convention the term discrimination includes -- (a) any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation; (b) such other distinction, exclusion or preference which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation as may be determined by the Member concerned after consultation with representative employers' and workers' organisations, where such exist, and with other appropriate bodies.”

Maritime Labour Convention 2006, Article III:

“Each member shall satisfy itself that the provisions of its law and regulations respect, in the context of this Convention, the fundamental rights to:

- (a) freedom of association and the effective recognition of the right to collective bargaining;*
- (b) the elimination of all forms of forced or compulsory labour;*
- (c) the effective abolition of child labour; and*

(d) *the elimination of discrimination in respect of employment and occupation.*”

- B.36 Cruise Agreements shall include a clause or a policy attachment explicitly prohibiting any forms of Harassment and Bullying.
- B.37 Agreements shall include a clause explicitly prohibiting discrimination against Seafarers that are Lesbian, Gay, Bisexual or Transgender (LGBT), i.e., seafarers with a diverse sexual orientation/gender identity.
- B.38 Agreements shall also prohibit discrimination against Seafarers living with the Human Immunodeficiency Virus (HIV).
- B.39 Agreements shall further aim to include a clause prohibiting Age Discrimination.
- B.40 Agreements should as well aim to highlight the importance of seafarer’s job in implementing the ILO convention 185 and recognizing the seafarers as “Key workers”.

Manning Agencies and Hiring Partners

- B.41 The Seafarer shall not have to pay any application fees, manning agency fees, or similar fees and any such fees shall be paid by the owner/operator.
- B.42 Manning agencies and their sub-agencies shall not charge any seafarers for training not authorized by laws or regulations.
- B.43 Manning agencies shall not be allowed to operate or receive any referral fees, or similar fees, from medical facilities issuing medical certificates, training institutions issuing certificates, and if such arrangements exist, be prohibited from charging the Seafarer.

Employment, Repatriation and Shore Leave

- B.44 Expenses related to travelling to the ship, repatriation and obtaining required visas shall be paid by the owner/operator, this should include necessary visas for the Seafarer to have shore-leave and access to shore-based welfare facilities.
- B.45 Owners/Company shall make sure that seafarers are informed of their rights and duties under the applicable Collective Bargaining Agreement and their Employment Agreement prior to or during the process of engagement and that proper arrangements are made for seafarers to examine those documents and seek advice before and after they are signed and for them to receive copies of all related documents.

Medical Certificates

- B.46 Medical Certificates must be based on the recommendations set by the International Labour Organization / International Maritime Organization guidelines. If the Medical Certificate is paid partially or wholly by the Seafarer it should not include tests that are not required under the laws of the Seafarer’s



country of residence nor required by the flag state. Where additional tests are required, such costs must be borne by the Owners/Company.

- B.47 Any form of Pregnancy testing shall be prohibited, except if the seafarer asks for it and the result is kept confidential.
- B.48 HIV testing should not be mandatory. Where national legislation requires the test for immigration or medical assessment, it should, under no circumstances, be used to discriminate against the Seafarer for employment purposes. ITF considers deselection for employment based on HIV as unacceptable. There should be no discrimination against Seafarers on the basis of real or perceived HIV status.
- B.49 The Owners/Company should create a HIV policy guideline for the ship, workplace, manning/recruitment in accordance to the International Labour Organization / International Maritime Organization recommendation 2010 on HIV/AIDS and the world of work, ILO/IMO Medical guidelines for Seafarers and Maritime Labour Convention 2006. Please see [Appendix 2](#).

Duration of Service

- B.50 The duration of sea-service for contractual employees should be no more than eight (8) months with an aim to reduce this to a maximum of six (6) months over time.

Probationary Period(s)

- B.51 For Seafarers entering employment for the first time, the initial 90 days with the owners/company might be designated a probationary period, which entitles both the Seafarer and the owners/company to terminate employment without notice. However, the owner/operator must be responsible for the cost of repatriation if they choose to terminate the Seafarer's employment.
- B.52 For Seafarers who are promoted, the initial 90 days might be designated a probationary period. Where a promotion is not confirmed, the Seafarer should be offered the option of returning to the former position. However, the owner/operator must be responsible for the cost of repatriation where both parties agreed to terminate the employment.

Termination

- B.53 Termination of employment refers to the end of a seafarer's sea-service with the owners/company. Both, the Seafarer and Owners/Company have the right to execute a termination for a number of reasons specified in the agreement.
- B.54 The Seafarer should be entitled to terminate their employment by giving a minimum of one (1) month's written notice and to terminate the employment immediately if the ship is certified as unseaworthy. The Seafarer should be entitled to a minimum of two months' basic wages if employment is terminated by the employer before the expiry of the agreed service period, except if terminated during the probationary period.



Dismissal

B.55 Dismissal is the termination of employment by the owners/company against the will of the seafarer. Such ultimate decision can be made by the owners/company for a variety of reasons specified in the agreement and its Grievance procedure. Owners/Company may dismiss a Seafarer following a serious default of the Seafarers employment obligations or the seafarers' own misconduct. In the cases that can lead to a dismissal the Owners/Company shall, prior to dismissal, hold a hearing before a committee. The purpose of the hearing shall be to best evaluate the factual basis for a dismissal (if any) and give the seafarers a fair opportunity to provide all evidence, witnesses and defend themselves. Details on the committee, its composition and procedures should be given in the agreement and/or grievance procedure. The seafarer shall have the right to appeal any dispute concerning dismissal through the grievance procedure. In the event that the agreed procedure has not been complied with or the seafarer and the union have successfully proven the innocence, the dismissal shall be ineffective, and the seafarer shall be entitled to two months full contractual wages.

Hours of Work

- B.56 Collective Bargaining Agreements may have one or two wage systems i.e.:
- Fully Consolidated Wages i.e., an unlimited number of hours of work limited only by the Rest Hour Clause. This provision is not applicable to Seafarers that are classified as ratings, petty officers, skilled personnel and service personnel that are not Officers.
 - Partially Consolidated Wages i.e., the maximum normal working hours per week covered by basic wages should be 40 from Monday to Friday and the maximum number of consolidated overtime hours per month should be 130 hours, for a total of 303 hours per month, with extra overtime paid thereafter.

Rest Hours

B.57 Each Seafarer shall have at least 10 hours off duty in each period of 24 hours and 77 hours in any 7-day period. The hours of rest may be broken into no more than two periods, one of which shall consist of at least 6 consecutive hours off duty. The interval between consecutive periods of rest shall not exceed fourteen (14) hours. Short breaks of less than 30 minutes will not be considered as a period of rest. This period of twenty-four (24) hours shall begin at the time a Seafarer starts work immediately after having had a period of at least six consecutive hours off duty. Musters, fire-fighting and lifeboat 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. The owner/operator must 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. Records of Seafarers' daily hours of rest shall be maintained to allow for monitoring of compliance with this provision.



Wages

B.58 Agreements shall ensure that Seafarers are paid wages on a non-discriminatory basis as required under the International Labour Organization Equal Remuneration Convention, 1951 (No. 100) and paid according to the Maritime Labour Convention, 2006; Standard A2.2. and further ensuring that the Maritime Labour Convention 2006 – Guideline B2.2.2.4(a) are adhered to:

“Collective Agreements shall take into account the following principles: (a) equal remuneration for work of equal value should apply to all seafarers employed on the same ship without discrimination based upon race, colour, sex, religion, political opinion, national extraction or social origin.”

B.59 There shall be no deductions from Seafarers wages, except those that are based on statutory provisions or contained within a Collective Bargaining Agreement, ref the Maritime Labour Convention 2006, Guideline B2.2.2.4(h).

Social Programs and Social Program Compensation

B.60 The Wage Scale should include a column named Social Programs and Social Program Compensation (SPC). The amount in this column should be 10% of the seafarers guaranteed monthly wages. SPC is meant to be used by the Seafarer to purchase medical insurance covering the Seafarer when on vacation and medical insurance for the Seafarers family in the Seafarer's country of residence. Any government mandated Social Programs in a Seafarers country of residence and any social programs agreed between the Union and the Owners/Company, which is paid by the Owners/Company, shall be deducted from the Social Program Compensation before the balance is paid to the Seafarer.

Deck and Engine Wages

B.61 All Deck and Engine Officers, Petty Officers and Ratings should be covered by the ITF Standard Collective Agreement or ITF approved TCC agreements or national agreements or a cruise agreement based on the same principles as the one covering the Catering Group, ref. [Appendix 3](#).

Catering (Food, Beverage & Hotel Services) Wages

B.62 The following principle should also be adhered to:

- Basic Wages for a 40-hour work week for a Cabin Attendant, Waiter and Seafarers in similar skilled positions shall not be less than the International Labour Organization Minimum Recommendation for Able Seafarers
- The Basic pay recommended as a minimum divided by 4.33, equals the minimum amount that should be paid for this group for a 40-hour work week. It is not permitted to reduce the wages by using another number of hours for the regular work week.
- The lowest paid position should not be paid less than 60% of that of a Cabin Attendant, Waiter and Seafarers in similar skilled positions.



- If there is a wage system that does not meet the standards as described above, then a transition period might be allowed if a written undertaking between the parties to the agreement in question guarantee that such practices will end by a fixed date and further approved by the Cruise Ship Agreement Advisory Group; and
- That Seafarers working on board expedition cruise ships frequenting Arctic and/or Antarctic waters where the vessels are applicable to follow the International Maritime Organization Polar Code and cruise vessels where Gratuities are not accepted or a Service Charge not implemented augmenting the minimum calculations based on the International Labour Organization Minimum Recommendation for Able Seafarers and further be paid a company incentive agreed between the parties in addition to the calculated wages based on a 303-hour monthly partially consolidated wage system.

- B.63 Model Wage calculations based on the above principles are attached in [Appendix 3](#).
- B.64 For the purposes of an ITF benchmark the basic rate of pay for a factor 1.000 position shall be not less than the current International Labour Organization minimum recommendation for an Able Seafarer (AB), while the factor for the lowest position, excluding trainees, apprentices, and similar positions, shall not to be less than 60% of that.
- B.65 Tips and gratuities cannot be included in the wage calculations if such practice violates the labour laws of the cruise vessels country of registry or its trading area.
- B.66 Mandatory Service Charges billed and distributed by and through the Company can be included in the wage calculations if this is part of the Collective Bargaining process and allowed under the cruise vessels country of registry and its trading area.
- B.67 The Seafarer employed in a Catering, i.e., *Food, Beverage & Hotel Services*, shall during periods when the ship is in dry-dock, wet-dock or without passengers for any reason be paid at least their guaranteed monthly wages, i.e., their guaranteed wages divided by 30 for each such day.

Overtime

- B.68 Collective Bargaining Agreements shall include an overtime record clause if it covers positions with partially consolidated wages. Included overtime should be paid with not less than 25% bonus and extra overtime should be paid with not less than 50% bonus based on the Basic Wage.

Deck and Engine Leave

- B.69 Should be not less than 8 days per month of service based on 1/30 of the Basic Wage per day, increasing to 10 days by 2028.



Catering (Food, Beverage & Hotel Services) Leave

B.70 Should be not less than 6 days per month of service based on 1/30 of the Basic Wage per day, increasing to 10 days by 2034.

Compassionate Leave

B.71 Seafarers should be granted Compassionate Leave in the case of a death or serious illness in the Seafarers immediate family, i.e., Spouse, Registered Partners, Children, Parents and Siblings. The Owners/Company should cover the travel expenses.

Shore Leave

B.72 Seafarers off duty shall be granted shore leave at no cost to the seafarer upon the vessel's arrival in port, except only when leaving the vessel is prohibited/restricted by relevant authorities of the port state or due to specific safety reasons announced to the vessels crew.

Life Insurance

B.73 If a Seafarer dies while serving under a seafarer employment agreement, including travel to and from the vessel, the compensation should be paid out in full and without delay using the Maritime Labour Convention 2006, Model Receipt and Release Form, referred to in the Maritime Labour Convention 2006, Guideline B4.2.2 ([Appendix 4](#)). There shall be no pressure to accept less than the contractual amount.

B.74 Compensation for loss of life should be not less than and include all forms of death:

- Senior Officers: USD 250,000
- Officers: USD 200,000
- Supervisors: USD 150,000
- Ratings: USD 120,000
- Plus: USD 25,000 for each dependent child under the age of 21
- and increasing with the same percentage as the Basic Wages when the above conditions have been met.

B.75 To facilitate faster resolution for the beneficiaries of a deceased Seafarer who met their death following an accident or incident, the compensation should be doubled where all parties agree no additional claim shall be made. The beneficiaries, however, must be informed of the options established in law governing the agreements in case they wish to pursue a claim without settling the contractual entitlements provided by the text of the agreement.



Disability Insurance

- B.76 A Seafarer, who suffers a long-term disability due to illness, injury or occupational hazard occurring whilst in the employment of the company, regardless of fault, including events while travelling to or from the ship or arising from such employment, should be paid out full contractual compensation without delay using the Model Receipt and Release Form, referred to in the Maritime Labour Convention 2006, Guideline B4.2.2, attached as [Appendix 4](#). The Owners/Company, Manager, Manning Agent, and any other legal entity substantially connected with the vessel shall be jointly and severally liable to pay the compensation. The seafarer shall receive payment without prejudice to other legal rights.
- B.77 The compensation for disability should be not less than:
- Senior Officers: USD 250,000
 - Officers: USD 200,000
 - Supervisors: USD 150,000
 - Ratings: USD 120,000
 - and increasing with the same percentage as the Basic Wages when the above conditions has been met.
- B.78 A seafarer declared permanently unfit for sea service shall be entitled to the full amount of compensation, regardless of degree determination.
- B.79 To facilitate faster resolution for a Seafarer who is declared disabled as a result of an accident, incident or an injury, illness or occupational hazard, the compensation should be doubled where all parties agree no additional claim will be made. The Seafarer, however, must be informed of the options established in law governing the agreements in case they wish to pursue a claim without settling the contractual entitlements provided by the text of the agreement.

Loss of Personal Effects

- B.80 Seafarers should be compensated with up to:
- USD 6,000 for the loss of personal effects.
 - and increasing with the same percentage as the Basic Wages when the above amount has been met.

Medical Treatment and Maintenance

- B.81 Seafarers should, at the owner/company's expense, be given free medical treatment and be paid maintenance of at least USD 15 per day, unless room and board are paid by the owner/operator, until Maximum Medical Improvement (MMI) has been achieved.
- B.82 MMI is achieved when a condition is medically monitored or treated for a reasonable time and a medical determination is made by a qualified treating



doctor of the relevant medical specialty that further treatment will not result in betterment of the Seafarer's health.

- B.83 Shipowner liability for medical treatment shall extend until actual cure and declaration of fitness for duty or upon reaching MMI accompanied by a final determination as to long term disability and the payment of the full contractual compensation owed.
- B.84 In cases of challenge, the Shipowner shall have the burden of proving that actual MMI has been achieved through the production of medical records.
- B.85 In all cases, the Seafarer shall have the right to a copy of all medical records and the opportunity to contend the Shipowners' MMI determination by hiring their own medical doctor of the relevant specialty. When the first and second doctors disagree, a third medical referee of the same specialty shall be appointed to examine the seafarer and make a final determination.
- B.86 Seafarers must have access to prompt and adequate medical care, as comparable as possible to that given to workers ashore, for illness, injury or occupational hazards occurring whilst in the employment of the company, regardless of fault, including events while travelling to or from the ship or arising from such employment. This duty of care extends to measures of a preventive character as well as to the treatment of mental conditions.
- B.87 A Seafarer that has been signed off due to an injury, illness or occupational hazard should have the right to return to work after having obtained a new Statutory Medical Certificate.

Sick Wages

- B.88 When Seafarers are landed at any port because of sickness or injury, the Seafarer's Total Monthly Wages, shall continue until they have been repatriated at the owners/company's expense.
- B.89 Thereafter the Seafarers shall be entitled to Sick Pay at the rate equivalent to their Basic Wage while they remain sick up to a minimum of 130 days after repatriation.
- B.90 However, in the event of incapacity due to an illness, injury or occupational hazard, the Basic Wages shall be paid until the injured or sick Seafarer has been cured or actual MMI has been reached and a medical determination is made in accordance with the clause concerning long term disability and the contractual compensation has been paid.

Maternity

- B.91 Agreements should include a maternity leave clause that meets the standard of the ILO Maternity Protection Convention, 2000 (No. 183) with the following minimum terms:



- Repatriation at the owner/company's expense not later than the 24th week of pregnancy; and where the nature of the vessel's operations could, in the circumstances, be hazardous – at the first port of call;
- Wages for not less than 14 Weeks after repatriation, i.e., not less than 2/3 of their Monthly Guaranteed Wages;
- Priority in filling a suitable vacancy in the same or equivalent position within two years following the birth of a child should such a vacancy be available.

Parental Support Leave

- B.92 A 14-day Parental Support Leave should be given to Seafarers around the time their spouse is giving birth so that the Seafarer can be home with their spouse or registered partner to welcome their child to the world.
- B.93 Repatriation and joining ticket should be paid for by the Owners/Company.

Pension and Provident Fund

- B.94 Seafarers should, on retirement, be provided with a pension and/or a provident fund, or the Owners/Company should support already existing plans.

Public Holidays

- B.95 The Seafarer should be entitled to a minimum of eleven (11) public holidays in a calendar year.
- B.96 The following days shall be considered as public holidays at sea or in port: Christmas Day, Boxing Day, New Year's Day, International Women's Day (8 March), Good Friday, Easter Monday, International Labour Day (1 May), May Day (first Monday of May), Spring Holiday (last Monday of May), Day of the Seafarer (25 June), Summer Holiday (last Monday of August), or such public holidays as are agreed upon, having regard to the nationality of the majority of the crew members and detailed in the Collective Bargaining Agreement. Payment for work on public holidays may be included in the wage scale with a fixed monthly amount, or paid with overtime. If a public holiday falls on a Saturday or a Sunday, the following working day shall be observed as a Public Holiday.
- B.97 Public Holidays other than those mentioned above might be agreed provided that the number of days are equal to or more than those listed.
- B.98 Public holidays might, in lieu of overtime pay, be compensated with one extra compensatory leave day per month of service.

Accommodation

- B.99 This should meet the requirements of the ILO conventions and recommendations in place when the vessel was built and the Maritime Labour Convention, 2006 for all vessels ordered, or substantially altered, after it came into force.



Food

B.100 This should meet, as a minimum, the requirements of the Maritime Labour Convention, 2006, Regulation 3.2.

Internet Access

B.101 Seafarers should be given access to meaningful, quality internet at no cost to the seafarer.

Natural Disasters, Emerging Diseases, Epidemics or Pandemics and Wars

B.102 Recognizing that the safety and wellbeing of Seafarers may be impacted by acts of God, natural disasters, epidemics or pandemics, wars, among others, the Owners/Company shall take all necessary measures, in consultation with the Union(s) having signed the Agreement, and relevant authorities and organizations, such as relevant port and flag states, the ITF and the World Health Organization, to avoid exposing Seafarers to situations or to an environment that may threaten their wellbeing, health or lives.

B.103 The Owners/Company shall comply with its continuing obligation of informing Seafarers and the Union(s) about situations such as those described above that constitute a threat to Seafarers, as well as the preventive and remedial measures taken for their protection.

B.104 In such cases in which the measures adopted by the Owners/Company are not in line with the relevant national or international standards, the Union(s) can request consultations with the Owners/Company who shall confer and collaborate with the Union(s) to resolve the situation promptly.

Pandemic and public health emergencies of international concern

B.105 When a pandemic has been declared, special rules might need to be introduced setting aside certain provisions of the Miami Guidelines as interpreted in a Collective Bargaining Agreement and further, other items that because of the special circumstances of the pandemic need to be included in a Memorandum of Understanding between the parties to an ITF approved Collective Bargaining Agreement. Some of these items are listed in [Appendix 5](#). However, the need might differ from those listed and should be agreed with the ITF Secretariat and the Officers of the ITF Cruise Ship Task Force before a final arrangement is implemented through a Memorandum of Understanding entered into between the parties to the Collective Bargaining Agreement. Special rules are found in [Appendix 5](#).

War Like and High-Risk Areas

B.106 The Seafarer should have the right not to proceed to a War Like or High-Risk Area and be repatriated at the owner/operator's expense. If the Seafarer does proceed to a War Like or High-risk Area, the Seafarer shall be entitled to 100% of the basic wages, in addition to the Seafarers contractual wages, for the duration

of the ship's stay in this area, subject to a minimum of 5 days and the disability/loss of life compensation shall be doubled.

- B.107 The ITF designated War Like and High-Risk Areas can be found on the following website: <https://www.itfseafarers.org/>

Piracy or Armed Robbery

- B.108 A seafarers' employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it (Ref. MLC Regulation 2.1, Standard A2.1, paragraph 7);
- B.109 Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement, this Collective Bargaining Agreement or applicable national laws, including remittance of any allotments as provided in paragraph 4 of MLC Standard A2.2, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations.

Health and Safety

- B.110 Agreements should include safety clauses providing for the necessary personal protective equipment for all Seafarers' basic safety training and the need for advice on possible hazards or work of a dangerous nature, and include accident prevention measures.
- B.111 Agreements should facilitate the establishment of an onboard Safety and Health Committee in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board, and in compliance with the requirements of the ISM Code. The Agreement should provide for an elected crew safety representative(s) to be a member(s) of the Safety and Health Committee.
- B.112 Agreements should follow the requirements of the STCW 1978 Convention as amended with an aim that all Seafarers should be encouraged to conclude the basic safety training courses as required under Regulation VI/1. Cruise ship agreements might include a clause allowing for funding of such training courses.
- B.113 Seafarers are entitled to a healthy working environment: the company should provide working conditions that eliminate the hazards of smoking.
- B.114 The purpose of maritime medical fitness assessment is to ensure that any medical condition does not put other people at risk and that the individual is not at excessive personal risk from the condition while working at sea.



Mental Health Awareness Program

- B.115 Life can be extremely challenging for a seafarer. Multiple issues such as demanding work environment, adherence to strict deadlines, different time zones, and away from home affect seafarers' mental health.
- B.116 An early management of stress and a Mental Health and Suicide Awareness Program should be developed by the Owners/Company, attached to the ITF approved agreement and introduced to the Seafarers during their on-board familiarization/orientation sessions and further posted on board in the different crew areas.
- B.117 The Owners/Company should appoint a Wellness Officer who will be responsible for assisting the seafarers in need and available for direct contact by crews and unions and in addition provide a confidential psychological help line for seafarers and their family members. This should be managed by independent reputable service providers.

Non-Seafarers Work Clause

- B.118 Neither the ship's Seafarers nor anyone else on board, whether in permanent or temporary employment by the Owners/Company, shall carry out cargo handling or services in port or at a terminal where the dock workers, who are members of an ITF Affiliated Union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there are prior agreement of the ITF Dockers Union or ITF Affiliated Unions concerned, and provided that the individual Seafarers volunteer to carry out such duties, for which they should be adequately compensated for that work.
- B.119 For the purpose of this clause "cargo handling" may include, but is not limited to:
- Loading and unloading of passenger luggage. However, this does not include the onboard distribution and collection of passenger luggage which is considered Seafarers' work.
 - Loading and unloading of ships' spares and provisions. However, this may not include onboard transportation and does not include onboard stowing which is considered Seafarers' work.
- B.120 Examples of shoreside work that should be done by registered Dock Workers:
- Mooring
 - Stevedoring
 - Baggage Handling
 - Portaging
- B.121 When a vessel is in a port where an official trade dispute involving an ITF Docker's Union is taking place, neither the Ship's Seafarers nor anyone else on board, whether in permanent or temporary employment by the Owners/Company,



shall undertake cargo handling and other work, traditionally and historically done by members of the union involved in the official trade dispute.

- B.122 When the ITF Dockers Union or ITF Affiliated Unions concerned in a port or a terminal allows the Ship's Crew to carry out work, the individual Seafarers shall be paid the extra overtime rate specified in the applicable Wage Scale for each hour, or part of an hour, that such work is performed during their regular 40-hour work week, in addition to their normal pay. Any such work performed outside their regular 40-hour work week shall be compensated by double the extra overtime rate for each hour or part of an hour that such work is performed, in addition to their normal pay.
- B.123 If a Seafarer is normally paid fully consolidated wages, then the extra overtime rate shall be calculated as follows: Total Monthly Consolidated Pay divided by 303 and multiplied by 1.5 equals the extra overtime rate to be used when calculating the payment.

Dispute Resolution and Arbitration

- B.124 Agreements should include an onboard dispute resolution procedure that meets the requirements of the Maritime Labour Convention, 2006, and may include an arbitration clause if the cost of the arbitration is paid by the owner/operator and the costs of the Seafarer's legal representation is either paid by the owner/operator or the union if the Seafarer is not represented by private counsel.
- B.125 A model Dispute Resolution and Arbitration Procedure are attached as [Appendix 6](#) and Model Grievance Handling Procedures and Sample Forms as [Appendix 7](#).

Waivers

- B.126 The Company undertakes not to demand or request any seafarer to enter into an agreement whereby waives or otherwise assigns or agrees to variations to the terms of the agreement negotiated by the union.
- B.127 The following text shall be used in all Cruise Agreements:

"The Owners/Company undertake 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 agrees to return to the Owners/Company, their servants or agents any wages (including back wages) or other emoluments due, or to become due, to the Seafarer under this Agreement. The Owners/Company agree that any such documents already in existence shall be null and void and of no legal effect.

If the Owners/Company breach the terms of this Agreement, the Union and/or the ITF, for themselves or acting on behalf of the Seafarers and/or any Seafarer, shall be entitled to take such measures against the Owners/Company as may be deemed necessary to obtain redress. The Owners/Company undertakes to reimburse the Union all reasonable costs and expenses incurred in taking action to enforce the Company's undertakings herein."

Cabotage

- B.128 Cabotage is the principle of reserving a nation's domestic maritime commerce for its own citizens. Cabotage trade shall therefore be reserved for national flag vessels of the country concerned. The use of dispensations or derogations should be limited to genuine exceptions which can be objectively justified, are of an exceptional nature, and are needed for a very short and finite period of time. Exemptions from this rule should only be issued following tripartite social dialogue.
- B.129 The standards included in the ITF Athens Policy and any other applicable ITF policies and/or MOU shall be met when a cruise ship trades in direct competition with vessels covered under the ITF Athens Policy and any other applicable ITF policy.
- B.130 Agreements should include a clause that make it clear that National Wages, Social Benefits and Labour Laws take precedence over any other arrangements, including the terms and conditions of the applicable Collective Bargaining Agreement when a cruise vessel is engaged in Cabotage Trade and the local wages and social benefits in cabotage area is better than those stated in the Collective Bargaining Agreement.

Concessionaries (Entertainment, Casino, Shop & Spa, etc)

- B.131 The terms and conditions for Concessionary Personnel should not be less than those given to Catering Personnel and basic wages for a 40-hour work week should not be less than what is the ILO Minimum Recommendation for an Able Seaman (AB).
- B.132 The Owners/Company must undertake to ensure that these minimum terms is adhered to by all Concessionaries contracted to provide services onboard their vessels (Ref. MLC Article 2 (j) and standard A2.2(a)).

ITF Special Agreement

16 Point Cruise Questionnaire

- B.133 Before entering into negotiations for or signing a new cruise agreement, the Lead Negotiation Union should fill in and send the 16 Point Cruise Questionnaire, attached as [Appendix 8](#), to the ITF Secretariat.
- B.134 The ITF Secretariat shall send any requests made by an affiliate or a cruise line or their representatives to the Cruise Agreement Advisory Group that will make a recommendation on who should act as the Lead Negotiation Union and further who should be party to this arrangement through a Memorandum of Understanding.
- B.135 A copy of the standard ITF Cruise Special Agreement is attached as [Appendix 9](#).
- B.136 Multi-year periods and annual rollovers are acceptable.

Access to vessels

B.137 Agreements should include a clause giving ITF Inspectors and representatives from unions that are party to agreements in force for the vessel being visited, access to the vessel and its Seafarers. This should be regulated through a Protocol attached to this document as [Appendix 10](#).

Seafarers' Protection and Welfare Fund

B.138 Contributions to the ITF Seafarers' Protection and Welfare Fund shall be fifteen (15%) percent of the standard ITF Seafarers' Protection and Welfare Fund Contributions, subject to an annual USD 9,000 minimum per vessel.

B.139 No additional discounts are allowed except if approved by the ITF Secretariat and where the Chair and the Vice Chairs of the CSTF have been consulted in advance.



APPENDIXES

[APPENDIX 1 – AFFILIATE SELF-AUDIT FORM](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 2 – ILO/IMO MEDICAL EXAMINATION GUIDELINES](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 3 – ITF MINIMUM MODEL WAGES](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 4 – MODEL RECEIPT AND RELEASE FORM](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 5 – PANDEMIC AND/OR PUBLIC HEALTH EMERGENCIES SPECIAL RULES](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 6 – FAIR TREATMENT, GRIEVANCE & ARBITRATION](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 7 – MODEL GRIEVANCE HANDLING PROCEDURES & FORMS](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 8 - ITF 16 POINT CONSULTATIONS QUESTIONNAIRE](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 9 – SPECIAL AGREEMENT FOR CRUISE VESSELS](#) ERROR! BOOKMARK NOT DEFINED.

[APPENDIX 10 – ITF INSPECTORS CRUISE SHIP INSPECTION PROTOCOL](#) ERROR! BOOKMARK NOT DEFINED.



APPENDIX 1

Affiliate Self-Audit Form

This agreement is between:

Employer: _____

Affiliate(s): _____

Covering *Deck, engine, catering, hotel, casino, entertainers and/or
 *delete as applicable: concessionaire seafarers

please specify the group(s) employed on board vessels operated by the following cruise line(s):

Effective (from – through dates): _____

MIAMI GUIDELINES				
Item No.	Description	Recommended/Mandatory and/or Value	Yes, No or Value, as appropriate:	Comments:
NA	Is there a reference to MLC and the following ILO Conventions included in the Application Article of the agreement? <ul style="list-style-type: none"> • A.29 • B.4 • B.15 • B.17 • B.22 • B.28 • B.54 • B.55 • B.69 • B.99 • B.107 	Recommended		
B.5-B.6	Lead Negotiation Union	Mandatory		
B.26-B.32	Training and education <ul style="list-style-type: none"> • Cruise Seminars • Onboard Training • Apprentices & Cadets 	Recommended		
B.33	Definitions	Recommended		
B.34	Distribution of Agreements	Mandatory		
B.35-B.40	Discrimination	Mandatory		
B.41-B.43	Manning Agencies and Hiring Partners	Recommended		



B.44-B.45	Employment and Repatriation	Mandatory Must meet ILO requirements		
B.46-B.49	Medical Certificates	Recommended		
B.50	Duration of Service	Recommended 8 months to be reduced to 6 months		
B.51-B.52	Probationary Period(s)	Recommended		
B.53-B.54	Termination	Recommended		
B.56	Hours of Work	Recommended - A 40-hour work week and a maximum 130 hours of included overtime per month		
B.57	Rest Hours	Recommended 10 hours in 24 hours and 77 hours in any 7-day period		
B.58-B.59	Wages – general rules	Mandatory		
B.60	SPC	Recommended		
B.61	Deck and Engine Wages	Recommended		
B.62-B.67	Catering (Food, Beverage & Hotel Services) Wages	Recommended		
B.68	Overtime	Recommended		
B.69	Deck and Engine Leave	Minimum 8, increasing to 10 by 2028		
B.70	Catering (Food, Beverage & Hotel Services) Leave	Minimum 6, increasing to 10 by 2034		
B.71	Compassionate Leave	Recommended		
B.72	Shore Leave	Recommended		
B.73-B.75	Life insurance	\$120,000 to 250,000 depending on position \$25,000 per child		
B.76-B.79	Disability insurance	\$120,000 to 250,000 depending on position		
B.80	Loss of Personal Effects	Recommended \$6,000		
B.81-B.87	Medical Treatment and Maintenance	MMI but can be limited to 130 days, maintenance until MMI		
B.88-B.90	Sick Wages	Basic Wages for up to 130 days		
B.91	Maternity	Mandatory Basic Wages for 14 weeks		
B.91-B.93	Parental Support Leave			
B.94	Pension and Provident Fund	Recommended		
B.95-B.98	Public Holidays	Minimum of 8, can be included as an element in the wage scale		
B.99	Accommodation	Must meet ILO requirements		



B.100	Food	Must meet ILO requirements		
B.101	Internet	Recommended		
B.102-B.104	Natural Disasters, Emerging Diseases, Epidemics or Pandemics and Wars	Recommended		
B.105	Pandemic	Recommended		
B.106-B.107	War Zones and High-Risk Areas	Mandatory		
B.108-B.109	Piracy and Robbery	Mandatory		
B.110-B.114	Health and Safety	Mandatory		
B.115-B.117	Mental Health Awareness Program	Recommended		
B.118-B.123	Non-Seafarers Work Clause	Mandatory		
B.124-B.125	Dispute Resolution and Arbitration	Recommended		
B.126-B.127	Waivers	Mandatory		
B.128-B.130	Cabotage	Recommended		
B.131-B.132	Concessionaires	Recommended		
B.133-B.134	16-point questionnaire	Recommended		
B.135-B.136	Model ITF Special Agreement	Recommended		
B.137	Access to Vessels	Mandatory		
B.138-B.139	Seafarers' Protection and Welfare Fund	Mandatory		
NA	Contact information to the Owners/Company and the Union(s)	Mandatory		



International Labour Organization / International Maritime Organization Medical Examination Guidelines and the issuing of Medical Fitness Certificates related to HIV positive Seafarers.

International Labour Organization / International Maritime Organization Guidelines on the Medical Examination of Seafarers 2013 States that if a seafarer has a **CD4 of <350** and are not stabilized on treatment the seafarer is temporarily ***“incompatible with reliable performance of routine and emergency duties safely and effectively.”***

However, if a Seafarer living with HIV has a **CD4 of >350** and have a very low likelihood of disease progression, are stabilized on medication, and have no requirements for frequent surveillance, the seafarer is considered to be ***“able to perform all duties worldwide within designated department and may participate in long voyages.”***

The guidelines have direct affect among almost all seafarers regardless of zero - HIV + status. The guideline is a helpful tool for medical directors, practitioners, ship-owners, manning agencies alike as a reference for handling medical conditions, common and uncommon, so that clinical, scientific and unbiased decisions be made when it comes to qualifying seafarers fit for sea duty. Among Seafarers living with HIV, it has a great impact for over the course of the years of its implementation, the guidelines have been a point of reference to lessen stigma in giving Seafarers living with HIV **‘FIT TO WORK’** status. The Guidelines have been a pillar and a great support among those who wish to continue to work on board.

HIV/AIDS related clauses

HIV Policy in the Workplace Guideline and Implementation

The Owners/Company should create a HIV policy guideline for the ship, workplace, manning/recruitment in accordance to the ILO Code of Practice on HIV/AIDS and the world of work, International Labour Organization / International Maritime Organization Medical guidelines for seafarers and Maritime Labour Code 2006. The policy guideline should be implemented to all company’s vessels, assigned manning/recruitment agency and assigned medical clinic and headquarters.

The Owners/Company shall include education for awareness and prevention, pre-employment medical policy and procedure, confidentiality policy, career advancement program, improving working conditions to the HIV policy guideline.

(Maritime Labour Convention 2006 International guidelines on the Medical Examinations of Seafarers and Fishers and the ILO Code of Practice on HIV/AIDS and the world of work).

Employment

The Owners/Company should not base their recruitment and employment on the HIV status of the seafarer.



(ILO Code of Practice on HIV/AIDS and the world of work, 2001)

Disclosure and Confidentiality

Seafarers living with HIV shall disclose their status to the master, medical officer or to the ship doctor (if available). Disclosures shall be kept confidential and be made for the purpose of accountability. Seafarers, crews or staff who unintentionally acquired information about a seafarer's HIV status shall not be allowed to disclose one's status to other seafarers, crews or staff.

(Maritime Labour Convention 2006, ILO Code of Practice on HIV/AIDS and the world of work, 2001)

The Company should ensure that onshore, on-board doctors and medical staff are trained and certified to basic STD, HIV and AIDS knowledge including care and counselling.

(ILO Code of Practice on HIV/AIDS and the world of work, 2001, STCW Convention 2010, WHO ILO Guidelines on the Medical Examinations of seafarers 2013, WHO).

Medication and Monitoring

Seafarers living with HIV shall bring enough medication for the whole duration of the contract with excess, however, in case the seafarer did not bring enough number of medication based on their prescription, the company shall ensure ways for the seafarer to access medication for ART adherence.

Seafarers living with HIV shall report and declare to the ship doctor, medical attendant or medical officer their medication and number that the seafarer brought on board.

(Maritime Labor Convention 2006, IMO Guidelines on the Medical Examinations of Seafarers and the WHO text book of Maritime Medicine)

Insurance and Claims

Seafarers who declared their HIV status should be provided insurance to cover themselves fully against the possible contingencies arising from the articles of this agreement.

(Maritime Labour Convention 2006, ITF-IMEC IBF CBA 2015-2017)

People living with HIV need nonstop medication. Any work-related causes to pause or stop medication should be compensated in case a seafarer living with HIV develops infections or drug resistance.

(Maritime Labour Convention 2006, Textbook of Maritime Medicine - 7.7 Medication, Textbook of Maritime Medicine – 30.6 Viral STD, World Health Organization)

Discrimination and Misconduct

Any seafarer who intentionally, wilfully, directly or indirectly discriminates, bullies or harasses another seafarer based on their HIV status, the company shall regard this as serious act of misconduct.



Seafarers living with HIV shall act in accordance to work and company ethics. Any intentional sexual conduct to infect other seafarers is considered as serious act of misconduct.

(ILO Code of Practice on HIV/AIDS and the world of work, 2001, ITF-IMEC IBF CBA, Maritime Labour Convention 2006).

Post-Employment Procedures and Medical Emergencies

The Company shall ensure continuous employment of Seafarers living with HIV. Repatriations due to medical emergencies shall also be subject to medical attention, sick pay, or disability benefits. Medical assistance at the expense of company be provided within 6 months after disembarkation. Company shall honour medical certificates supporting seafarer's fitness for sea duty after medical procedures.

(ILO Code of Practice on HIV/AIDS and the world of work, 2001, ITF-IMEC IBF CBA, Maritime Labour Convention 2006).



APPENDIX 3

ITF Minimum Model Wages based on 40-hours basic pay and 70-hours weekly partial consolidated wages

The Basic Wages in the sample table is based on the ILO Recommendation for the minimum monthly basic pay or wages for able seafarers as per 1st January 2025 and six Annual Leave Days.

The numbers in the sample table must be updated as the ILO Recommendation changes and the number of Annual Leave Days increases.

MINIMUM WAGE CALCULATIONS

B = Basic Wages - ILO Minimum Recommendation for an AB, enhanced by reducing the Basic Work Week from 48 to 40 hours)

Regular work week covered by the Basic Wages (B)	= 40 hours
Regular hours per month 40 x 4.33	= 173.2
Maximum included overtime hours per month	= 129.8
Maximum work hours included in the Minimum Monthly Guaranteed Pay	= 303 hours
Included overtime calculation per hour	B:173.2 x 1.25
Extra overtime calculation per hour	B:173.2 x 1.5
Leave Pay	B:30 x the number of leave days agreed
Social Program Compensation (SPC) not less than 10% of Total Guaranteed Wages	



SAMPLE WAGE CALCULATIONS

Minimum recommendation applicable to Cruise Ships where the minimum is augmented by either Gratuities or a Service Charge in addition to the Minimum Monthly Guaranteed Pay:

COOK/STEWARD/WAITER and similar positions:

Year	Basic Wages *	Guaranteed Overtime 130hrs per month	Leave Pay	Minimum Monthly Guaranteed Pay	SPC	Overtime per hour	Extra Overtime per hour
	B	B : 173.2 x 1.25 x 129.8	B : 30 x 6			B : 173.2 x 1.25	B : 173.2 x 1.5
2025.01.01	673	630.45	134.60	1438.05	143.81	4.86	5.83

UTILITY (LOWEST RANK)

Year	Basic Wages *	Guaranteed Overtime 130hrs per month	Leave Pay	Minimum Monthly Guaranteed Pay	SPC	Overtime per hour	Extra Overtime per hour
	B	B : 173.2 x 1.25 x 129.8	B : 30 x 6			B : 173.2 x 1.25	B : 173.2 x 1.5
2025.01.01	404	378.46	80.80	863.26	86.33	2.92	3.50

Minimum recommendation applicable to Cruise Ships where there are no fixed Gratuities or a Service Charge system in place, i.e., the standard Basic Wage times 1.35:

COOK/STEWARD/WAITER and similar positions:

Year	Basic Wages *	Guaranteed Overtime 130hrs per month	Leave Pay	Minimum Monthly Guaranteed Pay	SPC	Overtime per hour	Extra Overtime per hour
	B	B : 173.2 x 1.25 x 129.8	B : 30 x 6			B : 173.2 x 1.25	B : 173.2 x 1.5
2025.01.01	909	851.53	181.80	1942.33	194.23	6.56	7.87

UTILITY (LOWEST RANK)

Year	Basic Wages *	Guaranteed Overtime 130hrs per month	Leave Pay	Minimum Monthly Guaranteed Pay	SPC	Overtime per hour	Extra Overtime per hour
	B	B : 173.2 x 1.25 x 129.8	B : 30 x 6			B : 173.2 x 1.25	B : 173.2 x 1.5
2025.01.01	545	510.54	109	1164.54	116.45	3.93	4.72

* Basic wages to be aligned to the periodical increases agreed by the ILO JMC Subcommittee on wages



MODEL RECEIPT AND RELEASE FORM FOR CONTRACTUAL CLAIMS

Ship: _____

Incident: _____

Seafarer / Legal heir
and/or Dependant: _____

Shipowner: _____

I, [Seafarer] [Seafarer's legal heir and/or Dependant]* hereby acknowledge receipt of the sum of [currency and amount] in satisfaction of the Shipowner's obligation to pay contractual compensation for personal injury and/or death under the terms and conditions of my/the Seafarer's employment and I hereby release the Shipowner from its obligations under the said terms and conditions.

The payment is made without admission of liability of any claims and is accepted without prejudice to my/the Seafarer's legal heir and/or Dependant's right to pursue any claim at law in respect of negligence, tort or any other legal redress available and arising out of the above incident.

Any payments made herein shall be credited to any additional recovery.

Dated: _____ Place: _____

Seafarer, Legal heir and/or Dependant: _____

Signed: _____

For acknowledgement:

Shipowner/Shipowner's representative: Signed _____

Insurer/Insurer's representative: Signed _____



Pandemic and/or Public Health Emergencies of International concern – Special Rules

- The Seafarers shall be assigned to single cabins with windows and balconies if available;
- Shore Leave – shall be given shore leave, if not prohibited by the local (the place where the ship is located) authorities;
- Internet – the Seafarers shall be given free internet access;
- Sailing Periods – shall not exceed the maximum as envisioned in the MLC, i.e., the number of months on board and earned leave shall not exceed 12 months;
- Termination of Employment - the employment should not be terminated until the Seafarer has been repatriated;
- Repatriation - the normal rules for repatriation shall apply;
- Wages and Working Hours on board during Quarantine – while the Seafarer is on board and if the ship is out of service and without passengers on board and there is not enough work for the whole crew, seafarers working hours can be reduced to a minimum of 40-hours per week and their pay reduced to Basic Wages and Leave Pay. However, this can only be done with prior agreement between the Owners/Company and the Affiliates through an MOA or a Protocol;
- The Seafarer shall be paid their regular wages if on the way to the ship and basic wages if stranded during repatriation;
- The Seafarer shall be given access to shore-side medical facilities or the medical facilities on board;
- The Seafarer must be covered by the Death and Disability Provisions if and when a Seafarer is stranded during travel to and from the vessel.;
- Facilitate the repatriation of seafarers, including ship's diversion toward a convenient country that allows for repatriation; and
- Facilitate the vaccination where necessary to protect from contagion.



Statement of Fair Treatment, Grievance Procedure, Arbitration Procedure and Arbitrator Appointment and Qualifications

Preamble

Seafarer means any person who is employed or engaged or works in any capacity on board a ship.

Shipowner means the owner of the ship or another organization or person, such as the manager agent or bareboat charterer, who has assumed the responsibility of the operation of the ship from the owner regardless of whether any organization or persons fulfil certain duties or responsibilities on behalf of the shipowner.

This clause aims to expedite the resolution of claims and to provide a single forum where these complex multijurisdictional disputes may be resolved fairly. This clause is not intended to be a prospective waiver of rights otherwise available or applicable to Seafarers under relevant applicable law. Accordingly, actions that may be available to Seafarers under concurrently applicable laws shall not be renounced. This clause is not intended to establish exclusive primary jurisdiction in cases involving intentional tort claims.

The terms of this Agreement should be interpreted in the manner most favorable to the Seafarer, within what is proper and fair pursuant to internationally acceptable standards and any concurrently applicable laws. All persons or organizations who assume duties or responsibilities connected to the operation of the ship shall be joint and severally liable towards the seafarer.

A. Statement of Fair Treatment

The Owners/Company recognize that Seafarers have the basic right to be respected and treated in a fair and just manner at all times by superiors and fellow Seafarers. Onboard the ship, all Seafarers must function as a team in order to deliver excellent service through their efforts. By accepting this fact, it is important that Owners/Company and Seafarers communicate with one another to solve misunderstandings or correct mistakes when they occur. Examples might be that the Seafarer has a concern with a co-worker, or that the Seafarer has not been paid correctly. The Owners/Company and the Union understand that the effort to solve concerns sometimes becomes more challenging because of the diversity of values and beliefs onboard.

B. Grievance Procedure

1. General Principles

- a. Grievance means any complaint concerning a violation of the terms of this Agreement or any other circumstance where the Seafarer feels that he/she has been unfairly treated or his/her rights have been violated.



- b. The Seafarer and the Owners/Company shall seek to resolve grievances at the lowest level possible following the procedures set out in 2 below. However, since a grievance may relate specifically to a person or persons about whom the complaint is to be made, including the Captain, the Seafarer can at any time complain directly to the Union, or to the Owners/Company, or to any appropriate external authority.
- c. The Seafarer has the right to be accompanied or represented during the grievance procedure by another seafarer of his/her choice or by the signatory Affiliate or by a third party.
- d. All grievances shall be made in writing and all decisions concerning grievances shall be recorded in writing and a copy provided to the Seafarer concerned.
- e. The Owners/Company shall ensure that there are procedures in place to safeguard against the possibility of victimisation of Seafarers for filing complaints.
- f. The Owners/Company shall ensure that their contract with the Seafarers incorporates this Agreement and that all Seafarers are provided with a copy of this Agreement including the grievance procedure applicable to the ship and contact details of the Union and the Owners/Company.
- g. In the event that a written notice or grievance from the Seafarer is received by a representative of the Owners/Company on board or shoreside in a manner that is not consistent with the procedure in this section, the notice will be forwarded to the appropriate representative for a response.
- h. The Seafarer shall continue to peacefully and satisfactorily perform his/her duties and the parties shall faithfully observe this Agreement while grievances are being resolved.
- i. The grievance procedure is voluntary, but the arbitration procedure described below is mandatory, with such arbitration being the only forum in which a grievance or other dispute may be resolved outside of the grievance procedure, and the only forum in which the resolution of the grievance or other dispute will be binding on the Owners/Company.

2. On Board Complaints Procedure

- a. While on board a vessel, if the Seafarer wishes to file a grievance, the Seafarer shall, either in person or through a fellow seafarer spokesperson, submit that grievance to his/her Department Head or to the ship's Human Resources Manager. The grievance shall be submitted in writing within thirty (30) days from the date that the Seafarer knew or should have known of the grievance. The Department Head or Human Resources Manager shall render a decision on the grievance within thirty (30) days of receipt of the grievance.
- b. If the Seafarer remains dissatisfied, and if the Captain is not the subject of the grievance, then within thirty (30) days of the decision, the Seafarer shall submit the grievance directly to the Master. The Seafarer shall provide all information and documentation regarding the matter to the Master. The Master shall render



a decision in writing within thirty (30) days after receiving such information and documentation.

- c. If the Seafarer is dissatisfied with the Captain's decision, or if the Captain is the subject of the grievance, then within ninety (90) days of the decision, the Seafarer shall submit the grievance to the designated Union at ___ (*insert applicable contact information*) ___ and to ___ (*insert applicable contact information*) ___ with the Owners/Company.

3. Shoreside Complaints Procedure

- a. If the Seafarer has a grievance and is not on board the vessel, then the Seafarer shall either in person or through a representative submit the grievance to the Owners/Company within ninety (90) days of sign off or thirty (30) days from the date the Seafarer knew or should have known of the grievance, whichever is longer. The grievance shall be submitted in writing to ___ (*insert applicable contact information*) ___. A decision shall be rendered in writing within thirty (30) days after receipt of the grievance.
- b. If the Seafarer is dissatisfied with the decision of the Owners/Company, then within ninety (90) days of the decision the Seafarer shall submit the grievance to the Union Representative at ___ (*insert applicable contact information*) ___.
- c. The Seafarer shall also have the right to submit a grievance to the Flag Administration by contacting ___ (*insert applicable contact information*) ___.

C. Conciliation Conference.

Upon request the parties will as soon as possible mutually produce to each other all documents and information available relevant to the dispute, including but not limited to Captain's Hearing reports, any written statement by the Seafarer taken by the Owners/Company, medical records, and personnel files. Prior to the initiation of any arbitration procedure outlined in the next section, the Union and the Owners/Company shall confer to resolve any disputes. If the Seafarer appoints his/her own representative, then that representative will attend the conference with the Owners/Company. The conference may be held in person or via Skype/internet, video or telephone conference, and the Seafarer must be available to listen to and participate in the entire conciliation conference. In the event of medical incapacity or geographical limitations make it impossible for phone or internet connection, the Seafarer may be excused from fully participating in the mediation. If either party prefers to have a neutral mediator attend the conference to assist in facilitating a settlement/agreement, then the other party must agree to allow the mediator to attend and the requesting party shall pay the costs of the mediator. The parties must agree to the identity of the mediator, and if the parties cannot agree, then each party shall write the names of three proposed mediators and all the proposed names will be placed in a hat or bowl, and in the presence of all parties or their representatives, one name will be randomly selected from the submitted names. For the avoidance of doubt, the outcome of the Conciliation Conference is not determinative of the grievance or dispute unless the parties and the Seafarer so agree. However, it is understood that the Conciliation Conference is a mandatory step before any party can initiate an arbitration and either party may refuse to arbitrate until the mandatory conciliation process is completed.



D. Arbitration

Core Principles:

Arbitration is the out-of-court resolution of a dispute between parties to a contract, decided by an impartial third party (the Arbitrator) pursuant to a defined set of rules. The aim of this alternate dispute resolution mechanism is not to modify the parties' substantive rights, but to be simpler, faster, and more cost effective than litigation while still guaranteeing a fair result.

Accordingly, the following "Core Principles" are to be respected when drafting, interpreting, and enforcing an arbitration clause or procedural rules in a Collective Bargaining Agreement (CBA) in the cruise sector:

1. Any kind of victimisation of a Seafarer for filing an Arbitration is prohibited and should be penalised.
2. Arbitrations must be conducted in a fair, impartial, expedited and cost-effective manner respecting at all times due process considerations.
3. The parties must have equal access to justice in the arbitration process.
4. Being a mandatory condition of employment in the seafarer employment agreement, the employer must cover all reasonable expenses necessary for a fair and impartial arbitration to take place.
5. A competent administrative institution must be selected as Arbitration Administrator which can evidence its capability to conduct international maritime employment disputes in an impartial, fair, expedited and cost-effective manner.
6. The arbitration clause shall identify a default set of efficient of procedural rules which will be fair, balanced and adequate for employment disputes in the maritime sector. The same must guarantee the seafarers' procedural and substantive due process rights.
7. The arbitration shall be resolved primarily in accordance with the terms of the CBA and the standards stated in the Maritime Labor Convention (MLC) as minimum rights. The CBA should be interpreted in good faith and in accordance to the plain and ordinary meaning of words in accordance to the object and purpose of each disposition.
8. The parties may select a choice of law to apply subsidiarily to validate the agreement and supplement anything not addressed in the CBA or MLC. The law selected by the parties should have a relevant connection to the employment relationship and must coincide with the seat. Other remedies that may be available under concurrently applicable laws may not be renounced in an arbitration clause since this process is not intended to be a prospective waiver of rights and the MLC protects concurrently available remedies.
9. The seat of the arbitration shall be a place with reasonable relationship to the employment relationship such as the principal place of business operations of the shipowner, the domicile of the seafarer or the flag state of the vessel. The flag



state of the vessel should not be selected as seat if it is a country identified by the ITF as a Flag of Convenience or if it has not ratified or properly implemented the MLC.

10. The venue selected for the final hearing must be accessible to the seafarer, especially in circumstances where health or visa restrictions impede travel. While there may be agreement to hold the final hearing through video conference, such alternative must be conditioned upon the seafarer waiving expressly and in writing the right to appear in person.
11. Arbitrators must be impartial, unbiased, culturally sensitive, free of conflict of interest and knowledgeable of the MLC, these guidelines and any laws applicable to the dispute.
12. The arbitrator shall be selected or appointed in a quick and fair process from a diverse prequalified pool of people who have no conflict of interest. The Arbitration Administrator selected shall have satisfactory mechanisms to appoint, evaluate, challenge and remove arbitrators.
13. Arbitrators should be encouraged to manage actively their cases and be empowered to provide any remedies such as the elimination of claims and defences, drawing of negative inferences, shifting burden of proof or multiplying contractual entitlements as damages for withholding the partial payment of undisputed contractual entitlements.



Model Grievance Handling Procedures and Sample Forms

Grievance Handling Procedures: Step by Step Guide

a. Grievance Receipt and Initial Investigation

1. Affiliated unions should keep an updated grievance log containing information referred to in the ITF Monitoring Seafarers Cases.
2. When contacted by a Seafarer, the union should confirm receipt of the request and gather as much information as possible. The union should prepare a uniform Grievance Form to gather the information. (*Sample 1-Seafarer Complaint Form.*)
3. When gathering information, the union should comply with all applicable personal data regulations and request authorization to represent the seafarer and handle her or his personal data. To evidence compliance, the union should submit a Privacy Policy and Power of Attorney for the Seafarer's signature. (*Sample 2-Seafarer Power of Attorney.*)
4. Communications between union representatives and Seafarers should be handled in a confidential manner. (*Sample 3-Communications Union-Seafarer-(a) Initial Acknowledgement of Receipt.*)

b. Preliminary Merit Assessment

1. Once relevant information and authorizations are gathered, the union case handler will determine whether the seafarer is covered by an agreement negotiated by the union and consult the ITF as necessary to determine if any other affiliated union should be involved.
2. The union case handler should analyze whether the grievance is timely or expired.
3. When analyzing the grievance, due consideration should be given to the following questions:
 - Start by learning the facts: persons involved; what was said or done and by whom; when did it happen; where did it happen; why did it happened or what caused it.
 - Has there been a violation of the employment contract, the CBA or the Maritime Labour Convention, 2006 (MLC)?
 - Was the seafarer treated unfairly and differently than other seafarers?
 - Has there been a violation of a previous grievance or arbitration settlement?
 - What type of claim is the case about?

Recurrent types of claims:

- Death and Disability
- Discrimination / Bullying
- Living conditions
- Medical Cases
- Repatriation
- Sexual harassment or aggression
- Terminations / Rehires
- Unfair Dismissals
- Victimization / Retaliation
- Wages

If not already on file, specific evidence related to the type of claim should be requested to conclude the preliminary assessment. (*Sample 3(b): Communication about Preliminary Review of Claim.*)

4. Inquiries by attorneys should be answered by another attorney.

c. Contact Company and Discovery Request

1. After the preliminary investigation, the case handler may decide the need for more information from the Shipowner to understand what happened and decide whether a grievance really exists. (*Sample 4(a): Communications with Shipowner-First communication to Shipowner and evidence request.*)
2. The Shipowner must provide the affiliated union with the information that it needs to properly represent the seafarer as long as the requested information is relevant to the case and does not constitute an unreasonable request. The Shipowner must produce the information in timely manner within the terms stated in the CBA. Examples of documents that should be promptly disclosed to the Seafarer include: any statement signed by the Seafarer, reports related to disciplinary process, witnesses' statements, disciplinary committee documents, medical records, and pertinent personnel file
3. Initial request for resolution of the case can be made to the Shipowner at this moment if appropriate. (*See Sample 4(b)-Communications Union-Company: Grievance Complaint.*)

d. Merit Opinion

1. The union case handler, after considering all evidence available, will determine whether the case has merit or if the evidence is strong enough to continue with the grievance.
2. If the claim does not have merit, the case handler should explain to the seafarer the reasons (i.e., lack of merit or lack of enough evidence) and that the union declines to continue pursuing the grievance. The Seafarer should be warned about the right to obtain a second opinion at his or her own cost and risk. (*Sample 3(c)-Communications Union-Seafarer: No Merit Assessment.*)



3. If the claim has merit, the Seafarer should be informed about the specific rights under the agreement, CBA and MLC that were breached and the remedies available. (*Sample 3(d)- Communications Union-Seafarer: Merit Assessment.*) If the Seafarer agrees with the assessment and proposed remedies, the case handler will file a Grievance Complaint containing, at least, the following information:

- a. Facts stating what happened simply and clearly.
- b. Which part of the contract, CBA or MLC the Shipowner violated.
- c. The remedy that the union and the Seafarer want.
- d. Request to the Shipowner to preserve all relevant evidence and ask for any information still needed.

(See Sample 4(b)-Communications Union-Company: Grievance Complaint)

4. Depending on the complexity of the case or the Shipowner's reaction (lack of response, denial of evidence requested, etc.), the affiliated union should evaluate whether the case should be referred to legal counsel for further handling. Legal representation appointed by the union should be provided free of cost to the Seafarer.

e. Settle or Continue

1. All settlement offers should be consulted with the Seafarer. (*Sample 3(e) Communications Union-Seafarer: Settlement Authorization*)
2. The union must pursue full payment of contractual claims and demand compliance with CBA, MLC and Miami Guidelines standards, interpreted as minimum standards that Unions shall not surrender.
3. The affiliated union will also consider, depending on the merits of the case or the evidence available, whether a case should be taken to arbitration giving due consideration to available resources and the interests of all union members as a whole.
4. If the Shipowner does not respond, comply with the grievance procedure under the CBA or insists on an interpretation of the CBA contrary to the Union's interpretation, the Union should consider taking the matter further as a breach of the CBA by the Shipowner or an interpretation dispute pursuant to the provisions of the CBA about disagreements between unions and shipowners.

f. Closing the File

1. When a case is finalized, all relevant parties should be informed about the outcome and the affiliated union grievance log should be updated.
2. Personal data, documents and information will be stored and/or destroyed in accordance with the union's Privacy Policy and any applicable laws and regulations.



Sample 1 – Seafarer Complaint Form

INSTRUCTIONS: Please complete each of the fields in this form. The Union will take the necessary steps to investigate the matter and ensure that all appropriate measures are taken to rectify any deficiencies.

Please note that all information provided will be strictly treated as confidential and your personal information will be handled according to the Privacy Policy below.

SEAFARER COMPLAINT FORM			
Date received:			
Name Mr/Mrs/Ms		Phone number	
Address		Email	
		Company ID no.	
		Date of birth	
Name of vessel		Name of company	
Flag of vessel		Date first hired	
Position /Rank		Date of last sign on	
Department		Date of sign off	
Nationality of seafarer		Date of incident	
Nature of the complaint			
<input type="checkbox"/> Abandonment		<input type="checkbox"/> Negligence	
<input type="checkbox"/> Death or Disability		<input type="checkbox"/> Non-compliance with CBA	
<input type="checkbox"/> Delayed Allotment		<input type="checkbox"/> Non-compliance with MLC	
<input type="checkbox"/> Discrimination or Victimization		<input type="checkbox"/> Piracy or War Zone	
<input type="checkbox"/> Double book-keeping		<input type="checkbox"/> Unfair Dismissal / Termination	
<input type="checkbox"/> Hours of work and rest		<input type="checkbox"/> Unpaid Overtime	
<input type="checkbox"/> Medical care		<input type="checkbox"/> Other Click here to write	
Brief summary of the complaint related to the area(s) selected:			
Were onboard complaint procedures followed? <i>If no, why. If yes, what happened.</i>			
Name/position of person that handled the complaint on behalf of the Company:			
What remedy are you seeking?			
Are you represented by an attorney or by others in the same matter? (If yes, provide contact information.)			
Place:	Date:	Signature:	

Include (1) Latest Contract, (2) Chronological Account, (3) Signed Power of Attorney and (4) All Documents and Information Relevant to Your Claim (Use Additional Pages if Needed)

{insert Privacy Policy compliant with the Union's legal jurisdiction.}



Sample 2 – Seafarer Power of Attorney

POWER OF ATTORNEY	
(Note: the rules and requirements may differ from jurisdiction to jurisdiction)	
<p>I, _____ (full legal name) hereby give the _____ (name of Union), or the person(s) appointed by the Union, with respect to my claim against _____ (Shipowner name)</p> <p style="text-align: center;">FULL POWER AND AUTHORITY TO:</p> <p>(1) gather any personal information about me from insurance companies, social security offices, tax offices, doctors, hospitals, employers and any other company/institution that is deemed necessary to properly handle my claim, and (2) sue and/or arbitrate and/or bring and/or defend any legal action whatsoever in respect to the claim or any related dispute arising from my employment agreement or my service on board the Ship and to decide the appropriate venue to bring such claim at their sole discretion.</p> <p><u>By signing this document, I expressly AUTHORIZE the handling of my personal data in accordance with the Privacy Policy below.</u> I also expressly acknowledge that signing this authorization shall not create any expectations about whether the Union will determine that my claim has merit or will file any grievance on my behalf.</p> <p>This authorization can be revoked in writing at any time.</p>	
Your full legal name:	
Date of Birth:	
Passport Number:	
Your Full Address:	
Date and Place:	
Signature:	

(PLEASE PROVIDE A COPY OF PASSPORT OR NOTARIZE FOR IDENTIFICATION)

(Insert Privacy Policy compliant with the Union's legal jurisdiction)



Sample 3 – Communications Union – Seafarer

a. Communications Union-Seafarer: Initial Acknowledgement of Receipt - Email (Attach Current Initial Claim Form and POA)

Email Subject: Company abbreviation / Name of Vessel / Name of Seafarer / Position

Dear (Seafarer),

We acknowledge receipt of your communication. To evaluate your claim or inquiry, we need certain information.

Please fill out and return the attached Seafarer Complaint Form as soon as possible. Provide: (1) a detailed account of the events relevant to your grievance in chronological order, (2) copy of your employment contract and (3) any additional information or documents that you believe are important to assess your grievance. You may use additional pages or send other files if necessary.

Also, please complete the attached Power of Attorney authorizing the Union to obtain and use information and personal data to investigate, evaluate and solve the grievance.

The information submitted will be handled in a confidential manner in accordance with the Union's Privacy Policy. Please review it carefully, since by submitting the Seafarer Complaint Form you agree to the terms of the Privacy Policy.

If we do not hear back from you in the next fourteen (14) days, we will assume you have lost interest in the matter and your case file will be closed.

Regards,

Case Handler

b. Communications Union-Seafarer: Communication about Preliminary Review of Claim

Dear ____:

We performed an initial assessment of your case with the information provided. (Explain action taken or assessment– for example: if case was forwarded to a different union, can be resolved without further information like rehires, an attorney is involved and cannot communicate directly with Seafarer, is non-contractual matter or expired).

[Explain next steps in the case.]

[If no Power of Attorney has been executed at the moment: In order to determine your rights in this case, we need access to the pertinent files like (explain).... To be able to make the request of information and documents, we need you to sign the attached authorization form and return it as soon as possible, but no later than fourteen (14) days. If we do not hear back from you by that time, we will assume you have lost interest in the matter and your case file will be closed.]

Regards,

Case Handler



c. Communications Union-Seafarer: No Merit Assessment

Dear _____:

After reviewing all documents and information available in your case, we believe your claim does not have merit under the applicable Collective Bargaining Agreement (CBA).

From our preliminary assessment, your matter does not justify to file a claim against the Shipowner under the CBA because (explain why, for example: it seems the Company complied with the CBA in your case [or] there is not enough evidence to successfully obtain a remedy for your claim).

You have a right to seek alternative opinions or select an independent representative, at your own cost, to handle your claims if you disagree with our assessment. Likewise, you may represent yourself through the procedures established in the CBA or any other procedures available to you.

Regards,

Case handler

d. Communications Union-Seafarer: Merit Assessment

Dear _____:

After reviewing all documents and information available in your case, we believe your claim has merit under the applicable Collective Bargaining Agreement (CBA).

(Explain the rights and maximum compensation under the agreement....)

We can handle the claim on your behalf in accordance with the Grievance and Dispute Resolution Procedure in your CBA, attempting first to reach a settlement with the Shipowner.

If we obtain a settlement proposal from the Shipowner, we will forward it to you and request your authorization to settle on your behalf. If no settlement is achieved, we will evaluate the possibility of filing an arbitration claim in accordance with the CBA.

The Union will not deduct any fees or costs from any settlement or award, unless attorney's fees or arbitration costs are specifically paid by the Shipowner to reimburse costs to the Union.

You have a right to select at your own cost an independent representative to handle your claims if you want or disagree with the merit assessment above. Please confirm as soon as possible if you wish for the Union to further handle your claim in accordance with the present opinion.

Regards,

Case handler



e. Communications Union-Seafarer: Settlement Authorization

Dear _____:

You requested the Union's help to represent you in the claim against (Shipowner) regarding (type of claim).

After we explained to you rights under the applicable CBA, we conferred with the Shipowner. The Shipowner reverted with an offer consisting of the following: (explain). The offer is open until (specify if the offer has an expiration date).

The compensation offered by the Company covers any and all claims related to your employment with them. For that reason, you need to sign a release to receive the compensation. A release is a document where you renounce to all claims against the Company related to your employment on board.

The case handler should explain if a counteroffer is recommended or if accepting the offer is the best course and why. Depending on the recommendation choose between:

- i Please confirm your authorization to continue negotiating the offer with the Company.

or

- ii If you agree with the proposal made by the Company and wish to receive your settlement, we will review the release agreement on your behalf and negotiate any changes to the document needed prior to your signature.

If we do not receive the authorization or communication on your behalf within the next fifteen (15) days (depending on the expiration date of the offer, if any, this term should be shortened), we will presume you have lost interest in your claim and close your case.

Let us know if you need any clarifications or have any questions. Your authorization should be provided freely and fully aware of its significance.

Regards,

Case handler



Sample 4 – Communications Union – Shipowner

a. Communications Union-Shipowner: First communication to Shipowner and evidence request.

Email Subject: Company abbreviation / Name of Vessel / Name of Seafarer / Position

Dear (Shipowner designated contact for grievances):

We are contacting you on behalf of (name of Seafarer). (He/she) contacted us about (explain situation).

From a preliminary assessment of his/her account, (explain preliminary assessment). In order to further assess the matter and compliance with the employment agreement and collective bargaining agreement, we need the following documents or files: (include list of evidence being requested).

Please provide the requested information within the next fourteen (14) days. After said period, we will continue forward with the grievance procedure under the CBA. Be certain that your Company takes affirmative steps to make sure that evidence related to this matter is not lost or altered in any respect.

[In the alternative, if all information necessary for assessment is already on file, you can file a Grievance Complaint, see (b) below.]

Finally, we would like to hear and consider the Company's position regarding this matter in our assessment.

Regards,

Union representative



b. Communications Union-Shipowner: Grievance Complaint

Dear (Shipowner designated contact for grievances):

We are contacting you on behalf of the (union name) in representation of (Seafarer). (Make reference to previous communications about the case and pending information requests, if any.)

(State facts telling what happened simply and clearly.)

(Explain part(s) of the contract, CBA or MLC the Shipowner breached.)

(State the remedy that the union and the Seafarer want.)

Request to the Shipowner to preserve all relevant evidence and ask for any information still needed: Please be certain that your Company takes affirmative steps to make sure that evidence related to this matter is not lost or altered in any respect.

*The complaint resolution process prescribed by Article ---- of the Collective Bargaining Agreement (CBA), provides for the Seafarer to submit his or her grievance to any of the competent authorities described therein. **Within ninety (90) days of the notice of grievance, the Seafarer representative and the Company need to confer and resolve the dispute.** (CONSULT PARTICULAR TERMS OF APPLICABLE CBA)*

This email constitutes a notice of grievance under the dispute resolution process of the CBA and stays any statute of limitations.

Appreciating in advance your diligent response within the next 14 days, we remain.

Cordially,

Union representative



APPENDIX 8

	<h1 style="margin: 0;">ITF</h1>	<h2 style="margin: 0;">16 POINT CONSULTATIONS QUESTIONNAIRE</h2>
---	---------------------------------	--

1	Present Flag	Ship's Name	IMO Number
2	Type of Vessel:	Date of Registry:	
3	Previous Flag:	Previous Ship's Name:	
4	Date of Build:	5	Gross Tonnage:
6	Name and Address of Present Registered Owner		
7	Name and Address of Previous Registered Owner		
8	Name, address and profession of present Beneficial Owner(s) IMEC Member: <input type="checkbox"/>		
9	Name and address of previous Beneficial Owners(s)		
10	Name and address of any Bare Boat Charterer IMEC Member: <input type="checkbox"/>		
11	Name and address of any Time Charterer		
12	Name and address of Manning Agents IMEC Member: <input type="checkbox"/>		
13	Name and address of Manager IMEC Member: <input type="checkbox"/>		
14	Number of Crew (specifying number and nationality of all officers and ratings)		
15	Type of ITF Approved Agreement and Special Agreement Effective dates		
16	Current and Future trading pattern of the Vessel		



APPENDIX 9



SPECIAL AGREEMENT FOR CRUISE VESSELS

This Special Agreement is made between:

(i) The INTERNATIONAL TRANSPORT WORKERS' FEDERATION ("the ITF") whose headquarters are at 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 or representative 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 Cruise Collective Bargaining 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: This Special Agreement shall be effective foryear(s) from.....tounless terminated in accordance with Article 4 below.

Article 2: The Company undertakes as follows:

- a to employ each Seafarer in accordance with the current terms of the Collective Bargaining Agreement as amended between the parties to it from time to time or to enter into and employ each Seafarer in accordance with the terms of the following ITF Approved Agreements as amended by the ITF from time to time.
.....
.....
.....
- 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 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 and maintain in force for the duration of this agreement appropriate insurance to cover all liabilities in the relevant ITF Approved Collective Agreements and the requirements of Standard A2.5.2 of MLC 2006, as amended.;
- d to furnish to the ITF forthwith the ITF the following.
 - Signed Special Agreement.
 - Signed ITF Approved Collective Bargaining Agreement(s) (CBA).
 - Anonymised sample of Seafarer Employment Agreement (SEA).
 - Anonymise Crewlist displaying the number of positions, their designation, nationality, and gender only, if requested by the Affiliate.
- e to pay to the ITF Welfare Fund contributions and/or the appropriate ITF affiliated union of the fees 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 Collective Bargaining Agreements, and ITF Blue Certificate to be issued under Article 3 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 and inspect the working conditions of Seafarers, to consult with Seafarers and to inspect and copy all documents or information applicable to the well-being of Seafarer, 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 in no case at a lower than agreed manning scale.
- 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 seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual seafarers volunteer to carry out such duties; and those seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlashng, checking and receiving;
- k to ensure that when a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any seafarer who respects such 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
- l to reimburse the ITF and its affiliated union(s) all reasonable cost and expenses incurred in taking action to enforce the Company's undertakings herein.
- m the ITF undertakes to safeguard and protect all crew personal data it receives under Article 2 (d) and any crew personal data contained in documents under Article 2 (g) relating to crew employment and safety and that it will comply with the provisions of the General Data Protection Regulation (EU) 2016/679 in relation to any personal data of the Company's employees, submitted to the ITF where required to do so by law. The ITF will take all appropriate technical and organisational measures necessary against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data and will use such crew personal data only for explicit and legitimate purposes.

Article 3: The ITF undertakes, having received and approved copies of the documents referred to in Article 2(d) above, and provided that the ITF and/or the appropriate affiliated union have received the fees and contributions payable under Article 2(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 4: This Special Agreement shall remain in force for a period as stated in Article 1 and thereafter from year to year unless terminated in accordance with Article 5 below. **Article 5:** 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 ITF Blue Certificate shall become null and void.
- b. by either party of this Special Agreement provided that at least one month's notice of termination is given prior to end of the term.
- c. at any time by the mutual agreement of the parties hereto.
- d. upon expiry of the period of the Special Agreement.

Article 6: Save in the event of a proper termination under Article 5, the Company, should it wish to renew and sign a new Special Agreement, will no later than one month prior to the term expiry of this Special Agreement, send to the ITF the documents referred to in Article 2(d) above, and will pay the fees and contributions payable under Article 2(e) above. Upon receipt and approval of same the ITF undertakes to renew the ITF Blue Certificate.



Signed by:

Name:

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

Date:

Place:

Signed by:.....

Name:

on behalf of the ITF affiliate unionon
receipt of an authorization from ITF.

Date:

Place:



SCHEDULE 1

VESSEL: _____	FLAG: _____
LLOYDS REG NO / 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 [MANNING 1] _____
_____	_____
AGENT [MANNING 2] _____	AGENT [MANNING 3] _____
_____	_____
AGENT [MANNING 4] _____	AGENT [MANNING 5] _____
_____	_____
AGENT [MANNING 6] _____	AGENT [MANNING 7] _____
_____	_____

SCHEDULE 2

ITF Seafarers Welfare and Protection Fund:

15% of US\$ 250 per position per year, subject to a minimum of US\$ 9,000

NO reference to Union Dues because it varies from Affiliate to Affiliate



ITF Inspectors Cruise Ship Inspection Protocol

Preamble

1. The ITF will nominate a number of Inspectors, who have an extensive experience of the cruise industry and have been trained to specifically perform inspections on cruise ships by the ITF Secretariat in consultation with its Affiliates. Copy of the list of nominated Inspectors will be provided to the individual Cruise Operator by the agreement's signatory ITF Affiliates)
2. The ITF, in consultation with its Affiliates will find suitable ports where the cruise inspections will be carried out, with a view to minimize disruption to ship's operations.

Aim of Inspections

3. The aim of inspections performed by ITF Inspectors is to satisfy the ITF and the Affiliated Unions that seafarers serving on a particular vessel fully benefit from the terms and conditions contained in the applicable agreements to that vessel, with particular reference to vessels flying a flag of convenience.
4. The ITF Secretariat understand and agrees that the Seafarers main point of contact is the Affiliated Union(s) having signed or otherwise are parties to the Agreement, and that; the Inspectorate is a secondary contact between the Seafarers, the Ship Management and the Affiliated Union(s) having signed or otherwise are parties to the agreement(s).

Notification and timing of Cruise Inspections

5. Cruise inspections will be communicated in advance to the cruise ship and the signatory ITF Affiliates by the Inspector who will perform the inspection.
6. The communication of the time of the cruise inspection is to allow the vessel to comply with the existing regulations for allowing visitors on board, time to prepare the necessary paperwork, to make sure that the appropriate person in charge for the crew will be on board of the vessel and to minimize the impact on the vessel's Crew Office staff, particularly during crew turnaround days, or designated crew drill days.
7. Being mindful of the applicable legislation in different countries, at least 48 hours advance notice will be given to alert the vessel's Operator of the request to visit a ship, however, depending on the country of the visit and the port's access regulation, it may make necessary to extend the notice given to up 72 hours.
8. Depending on the length of time a ship is engaged on a specific cruising area a maximum of 2 (two) cruise inspections may be performed per annum.
9. Notwithstanding the above, it may be possible that a follow up cruise inspection is required, these may be arranged to suit both the nominated Inspector(s) and the

vessel's Management, again taking into consideration the impact of such visits during busy turnaround or crew drills days.

10. Routine inspections carried out by ITF Inspector not included in the list provided are discouraged, at least once the initial verification visit or annual visit has been conducted and all found in order.

Routine during Inspections

11. The ITF Inspector boards the vessel at the agreed time and port. After showing formal ITF Identification the ITF Inspector is then escorted to meet with the Captain/Staff Captain by way of introductions where this is the company's custom, prior to commencing the inspection activities.
12. The nominated Union's shipboard representative(s), where existing, will accompany the ITF Inspector during the inspection.
13. Copies of the required documents will be made available at this point. The inspector will highlight the sample contracts he/she would like to see (it is anticipated all of these will be available via the electronic version of the Fleet Personnel Manual accessible onboard) together with the names of those individuals whose pay slips and overtime records the inspector would like to review.
14. As part of the validation process, the Inspector may wish to meet with a small number of crew to ascertain if they have any issues.
15. This may involve visiting the crew mess or recreation rooms or places of work, though at all times accompanied and subject to availability of such crew in consideration of their operational roles.
16. The Inspector should be allowed to meet with the indicated and agreed seafarers alone to preserve the confidentiality, however, the Inspectors will report any problem arising from the discussion to Affiliated signatory of the agreement after obtaining the authorization by the seafarer(s) concerned.
17. The Inspector may observe the overall condition of the vessel in terms of safety for the crew. Prior to leaving the vessel, the Inspector will hand over a copy of the initial report to the captain or other nominated person in their absence/non availability, which will highlight the Inspector's findings and any recommendations, including whether a further "follow up" visit is needed and/or where any corrective action is required.
18. When no "follow up" visit is required the Inspector will provide the initial report electronically to the on board nominated person within 48 hours after the inspection, a copy of the report will be sent also to the Affiliated Union/s concerned.
19. Further the Inspector will enter the visit details into the ITF database to note the findings within 48 hours following the inspection.



20. In cases when the annual visit results in findings of non-compliance of the applicable agreement or problems are reported by seafarer/s other than non-payment of wages, the Inspectors will gather evidence, statements and documents which will be used as supporting documents for the Affiliated Union/s to represent the case with the Company.
21. The Company is to agree to apply the status quo to the Seafarer/s concerned, until such time the negotiation between the Company and Affiliated Union(s) have achieved an outcome, this will be communicated to both the seafarer/s concerned and the Inspector.
22. The status quo doesn't apply in cases where seafarers are charged by criminal offence, abuse of drug and/or alcohol, refusal to perform the job or pose a threat to the security of the ship and the fellow workers.
23. However, the Inspector will still be required to gather evidences to provide the Affiliated Union/s with an overview of the situation for them to represent the case with the company, even if the seafarers are no longer on board to ensure that a fair process was followed prior to the dismissal, also evidences must be collected in cases where seafarers are signed off from the ship for medical emergencies or any case other than the completion of the contract.
24. The Cruise Ship Inspection Protocol is only applicable when the Signatory Affiliates and the Company agree to implement it and it is limited to inspections performed by the nominated ITF Inspectors, in any other case or in case of industrial disputes the applicable procedures set by the ITF and its Affiliates will prevail.



ANNEX 1 to ITF Inspectors Cruise Ship Inspection Protocol

COPIES OF THE FOLLOWING DOCUMENTS MAY BE REQUIRED BY THE ITF INSPECTOR:

- An Anonymized Crew List displaying the number of positions and their designation, nationality and gender
- Official Registration document
- Safe manning certificate
- Last Port State Inspection
- ISM certificate
- P&I Certificate
- Special Agreement and Collective Bargaining Agreements CBA (where applicable)
- Samples of pay slips, overtime records for the last three months and individual contracts of selected seafarers from different departments.
- Maritime Labour Certificate (where applicable)
- Declaration of Maritime Labour Compliance (where applicable)
- Written statements made by seafarer/s in case of contractual or disciplinary disputes (sight only)
- Log Books
- Ship's particulars



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**INTERNATIONAL
TRANSPORT
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49-60 Borough Road
London SE11DR
+44 (0)20 7403 2733