

ITF OFFSHORE COLLECTIVE BARGAINING AGREEMENT

Effective: 1st January 2019

Application

§1

- 1.1 This agreement sets out the minimum standard terms and conditions applicable to all Seafarers serving in any offshore vessel/Mobile Offshore Unit (MOU) in respect of which there is in existence a Special Agreement ("the Special Agreement") made between the International Transport Workers' Federation ("the ITF") and the Company, Managers, Employers of that Offshore Vessel/Unit ("the Company"). This Agreement is applicable and of full force and effect, whether or not the Company have entered into individual contracts of employment with any Seafarer.
- 1.2 The Special Agreement requires the Company (inter alia) to employ the Seafarers on the terms and conditions of this Agreement, and to enter into individual contracts of employment with each Seafarer, which meet or exceed the terms and conditions of this Agreement. The parties to this agreement have further agreed that they will both comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the Special Agreement are available on board in English.
- 1.3 The words "Seafarer", "Vessel" and "Unit", "Special Agreement", "ITF" and "Company" when used in this Agreement shall bear the same meaning as in the Special Agreement. Furthermore, "Seafarer" means any person works in any capacity to which this Collective Agreement applies. "MLC, 2006" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.
- 1.4 A Seafarer to whom this Agreement is applicable, in accordance with Article 1 above, shall be entitled to the wages and other benefits of this Agreement with effect from the date on which he or she is engaged, whether they have signed articles or not, until the date on which they sign off and/ or the date until which, in accordance with this Agreement; the Company is liable for the payment of wages, whether or not any Employment Contract is executed between the seafarer and the Company and whether or not the ship's articles are endorsed or amended to include the rates of pay specified in this Agreement.
- 1.5 This Agreement is deemed to be incorporated into and to contain the terms and conditions of the contract of employment of any seafarer to whom this Agreement applies. The incorporation of this agreement into each seafarer's individual contract of employment shall be made explicit.

Pre-employment

§2

- 2.1 Each Seafarer shall undertake to serve the Company competently and shall undertake that they possess and will exercise, the skill commensurate with the certificates that they declare to hold, which should be verified by the Company.
- 2.2 The Company shall be entitled to require that any Seafarer shall have a satisfactory pre-employment medical examination, at Company's expense, by a Company-nominated doctor and that the Seafarer answer faithfully any questionnaire on their state of health, which may be required. Failure to do so may affect the Seafarer's entitlement to compensation as per Articles 14, 15, 18 and 19. The Seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this Article shall equally apply to seafarers who were previously employed by the Company, signed-off due to medical reasons pursuant to Article (26.1b) and may be willing to be re-employed upon recovery. Any such recovered seafarers shall be treated equally to the other candidates undergoing medical examination.
- 2.3 Companies which are direct employers or who use Seafarers recruitment and placement services shall ensure, that the standards laid down in the MLC, 2006 are met, including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the Seafarers for finding employment. The right for Seafarers to inspect their employment documents and seek advice before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent Seafarers from gaining employment for which they are qualified.
- 2.4 Each seafarer shall sign an MLC 2006 compliant Seafarer's employment contract.
- 2.5 Documentation as required by the Flag State shall be at the Company expense.

Duration of Employment

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

Wages

§4

- 4.1 The wages of each Seafarer shall be calculated in accordance with this Agreement and the attached minimum wage Appendix (A) North Sea and Appendix (B) Worldwide, (North Sea is defined North of Brest, France) and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or deductions as authorized by the Seafarer. The wagescales in Appendix A & B shall be deemed as a minimum requirement. Where a higher entitlement than in the wagescale may be agreed for the seafarer, such higher entitlement shall be guaranteed and may not be decreased for the duration of the tour of duty.
- 4.2 The Seafarer shall be entitled to payment in cash in US Dollars (or in a mutually agreed currency) of net wages after such deductions at the end of each calendar month, together with an account of their wages, identifying the exchange rate where applicable) or any net wages not so drawn by Seafarer at any time when the vessel or unit is in port.

- 4.3 Further, on the vessel's or unit's arrival in port, and, thereafter, not more frequently than every seventh day in the same country, the Seafarer shall be entitled to draw all or part of the net wages due in respect of the current calendar month.
- 4.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 4.5 No seafarer employed in the Deck or Engine departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.

Allotments

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- 5.1 Any Seafarer, to whom this agreement applies, shall be allowed an allotment note payable at monthly intervals, of up to 80% of basic wages after allowing for any statutory deductions as specified in Article 4, in line with the provisions of ILO MLC, 2006 Standard 2.2, paragraph 5.

Hours of Duty

§6

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

Public Holidays

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

Overtime and Watch-keeping

§8

- 8.1 Overtime over and above these normal working hours will be paid at the overtime rate stipulated in (Appendix A & B). On vessels or units with UMS class where continuous watch-keeping in the engine room is not carried out, the engineers (except the Chief Engineer on vessels or units with 3 or more engineers) shall be paid an extra 1.5 of the hourly rate for each hour UMS-watch when the vessel or unit is under way, i.e. not anchored, moored or grounded. (In these cases the allowance shall be an extra 1.5 of the hourly rate.)
- 8.2 Any break during the work period of less than 30 minutes shall be counted as working time.
- 8.3 Overtime shall be recorded individually and in duplicate either by the Master and/or supervisor. Such record, endorsed by the Master or a person authorised by the Master, shall be accessible to the Seafarer. Every month the Seafarer shall be offered to endorse the record. After the record is endorsed, it is final. On completion of contract, one copy shall be provided to the Seafarer, if such information is not already contained within the Seafarer's pay documents. A Seafarer may request a printed copy of their overtime records at any time during the contract term.
- 8.4 Any additional hours worked during an emergency directly affecting the immediate safety of the vessel/unit, its passengers, crew and all other persons on board, of which the Master shall be the sole judge, or for safety drills, or work required to give assistance to other vessels/units or persons in immediate peril shall not count for overtime payment, unless it is work which the vessel's/unit's owner has contracted for a commission basis.

Non-Seafarers Work

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- 9.1 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 dockworkers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dockworkers 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, unlashings, checking and receiving.
- 9.2 Where 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.
- 9.3 Compensation for such work performed during the normal working week, as specified in Article §6, shall be by the payment of the premium overtime rate (weekend and holiday hourly overtime rate as specified in the wage scale contained in (Appendix A & B) for each full hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at triple the premium overtime rate (weekend and holiday hourly overtime rate as specified in the wage scale contained in (Appendix A & B) for each full hour that such work is performed.

Sea-watch system

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- 10.1 Watch-keeping at sea shall be organized on a sea-watch system. Whilst watch-keeping at sea, the officer of the navigational watch shall be assisted by at least one posted lookout during periods of darkness, and as required by any relevant national and international rules and regulations, and, in addition, whenever deemed necessary by the master or officer of the navigational watch.
- 10.2 Watch-keeping in port shall be at the discretion of the Master. The provisions of the 1978 International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW), as amended, will apply.

Rest periods

§11

- 11.1 Each Seafarer shall have at least 10 (ten) hours off duty in each period of 24 (twenty-four) hours and 77 (seventy-seven) hours in any 7 (seven) days period. The 10 (ten) hours of rest may be broken into no more than two periods, one of which shall consist of at least 6 (six) consecutive hours off duty. The interval between consecutive periods of rest shall not exceed 14 (fourteen) hours.
- 11.2 This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least six (6) consecutive hours off duty.
- 11.3 The Company shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.
- 11.4 Nothing in this Article shall be deemed to impair the right of the master of a ship to require a Seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. In such situation, the master may suspend the schedule of hours of work or hours of rest and require a Seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any Seafarers, who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the STCW requirements covering overriding operational conditions shall apply including those of STCW A-VIII/1, Article 9.
- 11.5 A short break of less than 30 minutes will not be considered as a period of rest.
- 11.6 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue.
- 11.7 The allocation of periods of responsibility on Unattended Machinery Space (UMS) Ships, where a continuous watch-keeping in the engine room is not carried out, shall also be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
- 11.8 Records of Seafarer's daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

Manning

§12

- 12.1 The Ship shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a sea-watch system whenever required and in no case manned at a lower level than in accordance with relevant and applicable international laws, rules and regulations. The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, the company and the union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:
- persons engaged for security purposes should not undertake other seafarers' duties;
 - only specific tasks authorized by the master can be carried out by the riding squads;
 - classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
 - all riding squads must be covered by agreements in line with ILO conventions and recommendations; and
 - riding squads should not be used to replace current crew or be used to undermine ITF agreements.

Shorthand Manning

§13

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

Medical Attention

§14

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

Sick Pay

§15

- 15.1 When a Seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages plus guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the Company's expense as specified in Article 22.

- 15.2 Thereafter the Seafarer shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days after repatriation. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- 15.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured Seafarer has been cured or until a medical determination is made in accordance with Article 19 concerning permanent disability.
- 15.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a doctor appointed by the Company. If a doctor appointed by or on behalf of the Seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Seafarer, and the decision of this doctor shall be final and binding on both parties.

Annual Paid Leave

§16

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

Relief Scale

§17

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

Loss of Life – Death in Service

§18

- 18.1 If a Seafarer dies through any cause whilst in the employment of the Company including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the Company shall pay the sums specified in the attached (Appendix D) to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18. If the Seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer. The Company shall also transport at its own expense the body to seafarer’s home where practical and at the families’ request and pay the cost of burial expenses. Where the death has occurred at sea the repatriation of the body shall be carried out at the next scheduled port of call, subject to national legislation and as quickly as possible.
- 18.2 For the purpose of this clause a seafarer shall be regarded as “in employment of the company” for so long as the provisions of Articles 14 and 15 apply and provided the death is directly attributable to sickness or injury that caused the seafarer’s employment to be terminated in accordance with Article 26.
- 18.3 Any payment effected under this Article shall be without prejudice to any claim for compensation made in law.
- 18.4 The provisions of Article 19.5 below shall also apply in the case of compensation for Loss of Life –Death in Service as specified in this Article.
- 18.5 If a Seafarer goes missing at sea, whilst in the employment of the Company, including missing by accident or as a result of marine or other similar peril, the Company shall pay the same amounts as specified for Loss of Life-Death in Service in the attached Appendix (D) to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18. If the Seafarer leaves no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law, or otherwise, to administer the estate of the Seafarer.

Disability

§19

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

2019

Degree of Disability Percentage (%)	Rate of Compensation		
	Ratings	Junior Officers	Senior Officers (4)
100	104,866	139,820	174,775
75	78,649	104,866	131,081
60	62,919	83,892	104,866
50	52,433	69,911	87,388
40	41,946	55,929	69,911
30	31,460	41,946	52,433
20	20,974	27,964	34,957
10	10,487	13,983	17,478

Note: “Senior Officers” for the purpose of this clause means Master, Chief Officer, Chief Engineer and 1st Engineer.

- 19.4 A seafarer whose disability, in accordance with 19.2 above is assessed at 50% or more under the attached shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50 % disability but certified as permanently unfit for further sea service in any capacity by the company-nominated doctor, shall also

be entitled to 100 % compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in 19.2 above.

- 19.5 The Company, in discharging its responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the Company or by the representative of the insurers for a payment less than the contractual amount due under this Agreement. Where the nature of the personal injury makes it difficult for the Company to make a full payment of the claim, consideration to be given to the payment of an interim amount so as to avoid undue hardship.

Insurance Cover

§20

- 20.1 The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement. Further, the Company shall ensure that a financial security system be provided on board to protect the crew against abandonment and to guarantee resolution of claims arising from 2014 amendments to MLC, 2006. The details of the applicable financial security system shall be posted in a conspicuous place on board where it is available to the seafarers.

Equality

§21

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

Repatriation/Embarkation

§22

- 22.1 Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.
- 22.2 During repatriation for normal reasons, the company shall be liable for the following costs until the seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:
- a. payment of basic wages between the time of discharge and the arrival of the seafarer at their place of original engagement or home;
 - b. the cost of accommodation and food;
 - c. reasonable personal travel and subsistence costs during the travel period;
 - d. transportation of the seafarer's personal effects up to the amount agreed with the company.

- 22.3 A seafarer shall be entitled to repatriation at the company's expense on termination of employment as per Article 26 except where such termination arises under Article 26.2(b). 22.4. The provisions of Articles 22.1, 22.2 and 22.3 shall also apply to seafarers travelling to join the vessel.

Service in Warlike Operations Areas/High Risk Areas

§23

- 23.1 A Warlike Operations area or High-Risk zone will be designated by the ITF. The list of such ITF designated areas will be available in the ITF's website and amended from time to time. An updated list of the Warlike Operations areas shall be kept on board the vessel and shall be accessible to the crew.
- 23.2 At the time of the assignment the Company shall inform the Seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known during the period of the Seafarers' employment on the vessel, the Company shall advise the Seafarers immediately.
- 23.3 If the vessel enters a Warlike Operations area:
- a) The Seafarer shall have the right not to proceed to such area. In this event, the Seafarer shall be repatriated at Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.
 - b) The Seafarer shall be entitled to a double compensation for disability and death.
 - c) The Seafarer shall also be paid a bonus equal to 100% of the daily basic wage for the durations of the ship's stay in a Warlike Operations area – subject to a minimum of five (5) days pay.
 - d) The Seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.
- 23.4 In addition to areas of Warlike Operations, the ITF may determine High-Risk zones and define, on a case-by-case basis, the applicable Seafarers' benefits and entitlements, as well as Company and Seafarers' obligations. In the event of any such designations, the provisions of Articles 23.1 and 23.2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.
- 23.5 In case a Seafarer may become captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective whether such act takes place within or outside ITF designated areas referred to in this Article, the Seafarer's employment status and entitlements under this Agreement shall continue until the Seafarer's release and thereafter until the Seafarer is safely repatriated to his/her home or place of engagement or until all Company's contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Company shall also make every effort to provide captured Seafarers, with extra protection, food, welfare, medical and other assistance as necessary.

Food Accommodation, Bedding, Amenities, Etc.

§24

- 24.1 The Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the MLC, 2006 and shall give due consideration to the Guidelines in that Convention
- 24.2 Seafarers will have access to free call on a one-off basis linked to compassionate circumstances as per Article 26.3 emergencies.
- 24.3 Where equipment and cost allows, during off duty hours, Seafarers shall have the possibility to access internet for the purpose of communicating with home, social networking and other needs.

Crew's Effects

§25

- 25.1 When any Seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the vessel as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding, collision or an act of piracy or armed robbery against ships / hostage taking, excluding any loss or damage caused by the Seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the Company compensation up to a maximum of US\$3300.
- 25.2 The Seafarer shall certify that any information provided with regard to lost property is true to the best of his knowledge.
- 25.3 The Company shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin.

Termination of Contract

§26

- 26.1 The employment shall be terminated:
- upon the expiry of the agreed period of service identified in Article 3;
 - when signing off owing to sickness or injury, after medical examination in accordance with Article 14, but subject to the provision of Article 18.2.
- 26.2 The company may terminate the employment of a seafarer:
- by giving one month's written notice to the seafarer;
 - If the seafarer has been found to be in serious default of his employment obligations in accordance with Article 32;
 - upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
- 26.3 A seafarer to whom this Agreement applies may terminate employment:
- by giving one month's notice to the Company or the Master of the ship;
 - when, during the course of a voyage it is confirmed that the spouse, partner (when nominated by the seafarer as the next of kin) parent or dependent child, has fallen dangerously ill or died.
 - if the ship is about to sail into a warlike operations area or a High Risk Area, in accordance with Article 23 of this Agreement;
 - if the seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration of trading pattern;
 - if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW) 1995, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships as supplemented by the Protocol of 1996 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a Ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;
 - if the ship has been arrested and has remained under arrest for 30 days;
 - if after any agreed grievance procedure has been invoked, the company has not complied with the terms of this Agreement;
- 26.4 A seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment in accordance with 26.2(a) and (c), 26.3(c), (d), (e), (f) and (g) above and Article 30.
- 26.5 It shall not be grounds for termination if, during the period of the agreement, the company transfers the seafarer to another vessel belonging or related to the same Company, on the same rank and wages and all other terms, if the second vessel is engaged on the same or similar voyage patterns. There shall be no loss of earnings or entitlements during the transfer and the company shall be liable for all costs and subsistence for and during the transfer.

Membership Fees, Welfare Fund and Representation of Seafarers

§27

- 27.1 Subject to national legislation, in order to be covered by this agreement, all seafarers shall be members of an appropriate national trade union affiliated to the ITF or of the ITF, allocated to the Special Seafarers' Department.
- 27.2 The Company shall arrange to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the relevant organisation
- 27.3 The Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- 27.4 The company acknowledges the right of seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Conventions Nos. 87 and 98.
- 27.5 The company acknowledges the right of the seafarers to elect a liaison representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the seafarer's duties as a liaison representative unless the union has been given adequate notice of the dismissal.

Shipboard/Unit Safety Committee

§28

- 28.1 The Company shall facilitate the establishment of an on board Safety and Health Committee, in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Ship at Sea and in Port, and as part of their safety-management system.

- 28.2 The company shall provide a link between the company and those on board through the designation of a person or persons ashore having direct access to the highest level of management as per the requirements of the ISM Code. The Company shall also designate an on board competent safety Officer who shall implement the company's safety and health policy and programme and carry out the instructions of the Master to:
- a. improve the crew's safety awareness; and
 - b. investigate any safety complaints brought to her/his attention and report the same to the Safety and Health Committee and the individual, where necessary; and
 - c. investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
 - d. carry out safety and health inspections.

- 28.3 The Company acknowledges the right of the crew to elect a safety representative to the on board Safety and Health Committee. Such a representative shall be entitled to the same protections as the liaison representative as provided for in 27.5 above.

Personal Protective Equipment

§29

- 29.1 The company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations, which specify any additional equipment, for the use of each seafarer while serving on board.
- 29.2 The company will supply the crew with appropriate personal protective equipment for the nature of the job.
- 29.3 Seafarers shall be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment.
- 29.4 If the necessary safety equipment is not available to operate in compliance with any of the above regulations, seafarers should not be permitted or requested to perform the work.
- 29.5 Seafarers shall use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the company.

Breach of Agreement

§30

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

Maternity

§31

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

Misconduct

§32

- 32.1 The Company may terminate the employment of a Seafarer following an act of misconduct or incompetence, which gives rise to a lawful entitlement to dismissal, provided that the Company shall, where possible, prior to dismissal, give written notice to the Seafarer specifying the misconduct or incompetence which has been the cause of the dismissal.
- 32.2 In the event of the dismissal of a Seafarer in accordance with this clause, the Company shall be entitled to recover from that Seafarer's balance of wages the costs involved with repatriating the Seafarer together with such costs incurred by the Company as are directly attributable to the Seafarers proven misconduct. Such costs do not, however, include the costs of providing a replacement for the dismissed Seafarer.
- 32.3 For the purpose of this Agreement, refusal by any Seafarer to obey an order to sail the ship shall not amount to misconduct of the Seafarer where:
- a) the ship is un-seaworthy or otherwise substandard as defined in (Article 26.3(e));
 - b) for any reason, it would be unlawful for the ship to sail;
 - c) The Seafarer has a genuine grievance against the Company in relation to the implementation of this Agreement and has complied in full with the terms of the Company's grievance procedure; or
 - d) the Seafarer refuses to sail into a warlike area or a High Risk Area as identified in Article 23.

Waivers and Assignments

§33

- 33.1 The company undertakes not to demand or request any seafarer to enter into any document whereby, by way of waiver or assignment or otherwise, the seafarer agrees or promises to accept variations to the terms of this Agreement or return to the company, their servants or agents any wages (including backwages) or other emoluments due or to become due to the seafarer under this Agreement and the company agrees that any such document already in existence shall be null and void and of no legal effect.

ITF Definition of an Offshore Unit

§34

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

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

1. Production
2. Drilling
3. Accommodation Barge /Floatel
4. Construction Barge
5. Maintenance (including stimulation and maintenance of wells)
6. Lift operations
7. Pipe-laying
8. Emergency preparedness/contingency including firefighting vessels and units: used for single well production systems, and diving.
9. Mobile offshore unit or vessel also means when operating in the offshore oil and gas industry as:
 - a. Supply Vessels
 - b. Stand-by Vessels
 - c. Anchor Handling Vessels
 - d. Seismic Survey Vessels
 - e. FPSO
 - f. Diving Multi Support Vessels
 - g. Windfarm, Wind Turbine Installation, Construction, Maintenance and Support vessels

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

ITF Continental Shelf/Flag State Jurisdiction Policy (CSFSJP)

§35

35.1 The Company and the Unions signatory to the "ITF Special Agreement" in connection with this Collective Bargaining Agreement accept that from time to time the MOU's covered by the CBA will transfer from region to region within the global oil and gas industry, in this regard both parties recognize the existence of the ITF Continental Shelf Flag State Jurisdiction Policy (CSFSJP) covers all aspects of the offshore oil and gas industry, including all offshore maritime support, drilling, ROV, diving, accommodation, FPSO, construction, pipe laying, seismic survey vessels and windfarm, wind turbine installation construction - maintenance and multi support vessels.

35.2 The Company shall seek agreement with the Signatory Unions about the vessels transfer between offshore regions and seek approval for any changes in the agreement required under the ITF Continental Shelf Flag State Jurisdiction Policy (CSFSJP) for that region.

35.3 Where there is a National or Continental Shelf Agreement in place for "Offshore Project Crew" the negotiation rights of ITF affiliates holding such agreement must be respected and the current ITF Offshore Standard Agreement may only be amended to cover such personnel with their approval and endorsement of ITF.

Amendment of the Agreement

§36

36.1 The terms and conditions of this agreement shall be reviewed annually, and if at any time the ITF and the Company mutually agree on amendments and/or additions to this agreement, such amendments and additions shall be agreed in writing and signed by the parties and considered incorporated in the Special Agreement.

Validity of the Agreement

§37

37.1 This Agreement shall enter into force on 1 January 2019 and shall terminate on 31 December 2019

.....
Name & signature
Signed for and on behalf of the Company

.....
Name & signature
Signed for and on behalf of the ITF

.....
Date and place

.....
Date and place

ITF Minimum Wage Scale for Crews on MOU's				North European Water Rates				
Scale	Basic	Overtime (OT)	Effective 1 JANUARY 2019					
			Monthly	Weekdays	Sats & Suns	Consolidated Monthly Pay inc. OT & Compensation for annual leave		
	(US\$)	1/135th	monthly	and Public				
MARITIME & PROJECT CREW RANK			1/75th of	holidays	1/75th of			
				monthly	Leave Pay / 8	Total Monthly	W/day	Sat/Sun
							Overtime	
1. Master	2	2200	1412	3051	704	\$7,367	\$16.30	\$29.33
2. Chief Engineer	1.800	1980	1271	2746	634	\$6,630	\$14.67	\$26.40
Toolpusher	1.800	1980	1271	2746	634	\$6,630	\$14.67	\$26.40
3. Chief Navigating Officer	1.570	1727	1109	2395	553	\$5,783	\$12.79	\$23.03
Driller	1.570	1727	1109	2395	553	\$5,783	\$12.79	\$23.03
4. 2nd Navigating Officer	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
Medic / Safety Coordinator	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
DP Operator	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
5. 3rd Navigating Officer	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
6. 1st Engineer Officer	1.570	1727	1109	2395	553	\$5,783	\$12.79	\$23.03
Technical Supervisor	1.570	1727	1109	2395	553	\$5,783	\$12.79	\$23.03
7. 2nd Engineer Officer	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
Senior Technician	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
8. 3rd Engineer Officer	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
Technician-Hydraulic	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
Technician-Mechanical	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
Technician-Electrical	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
Subsea Equipment Engr.	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
Asst. Driller	1.275	1403	900	1945	449	\$4,696	\$10.39	\$18.70
9. Radio Officer	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
Elec. Engineer Officer	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
Chief Steward	1.350	1485	953	2059	475	\$4,973	\$11.00	\$19.80
10. Electrician	1.200	1320	847	1830	422	\$4,420	\$9.78	\$17.60
11. Derrickman	1.150	1265	812	1754	405	\$4,236	\$9.37	\$16.87
12. Bosun	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
AB-Crane Operator	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Deck Foreman	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Rig Supervisor	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Welder	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Carpenter, Plumber	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Fitter / Mechanic	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Chief Cook	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Roughnecks	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
Storekeeper	1.120	1232	791	1708	394	\$4,125	\$9.13	\$16.43
13. Bosun's Mate	1.040	1144	734	1586	366	\$3,831	\$8.47	\$15.25
Quartermaster	1.040	1144	734	1586	366	\$3,831	\$8.47	\$15.25
Assistant Electrician	1.040	1144	734	1586	366	\$3,831	\$8.47	\$15.25
14. Able Seamen	1.000	1100	706	1525	352	\$3,683	\$8.15	\$14.67
Rigger	1.000	1100	706	1525	352	\$3,683	\$8.15	\$14.67
2nd Cook	1.000	1100	706	1525	352	\$3,683	\$8.15	\$14.67
Motorman/Oiler	1.000	1100	706	1525	352	\$3,683	\$8.15	\$14.67
15. Catering Service Pers*	0.744	818	525	1135	262	\$2,740	\$6.06	\$10.91
16. OS	0.744	818	525	1135	262	\$2,740	\$6.06	\$10.91
17. Junior Rating ***	0.599	659	423	914	211	\$2,206	\$4.88	\$8.79

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

Eg. Able Seamen:

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

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

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

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

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

**The work leave system should be no less than 2 on 1 off.

***Junior Rating is a rating below the age of 18 years of age.

ITF Minimum Wage Scale for Crews on MOU's				World Wide Rates				
	Scale	Basic	Overtime (OT)	Effective 1 JANUARY 2019				
		Monthly	Weekdays	Sats & Suns	Consolidated Monthly Pay inc. OT & Compensation for annual leave			
	(US\$)	1/135th	and Public					
		monthly	holidays					
MARITIME & PROJECT CREW				1/75th of				
RANK				monthly	Leave	Total	W/day	Sat/Sun
					Pay / 8	Monthly	Overtime	
1. Master	2	1474	946	2044	472	\$4,936	\$10.92	\$19.65
2. Chief Engineer	1.800	1327	852	1840	425	\$4,442	\$9.83	\$17.69
Toolpusher	1.800	1327	852	1840	425	\$4,442	\$9.83	\$17.69
3. Chief Navigating Officer	1.570	1157	743	1604	370	\$3,875	\$8.57	\$15.43
Driller	1.570	1157	743	1604	370	\$3,875	\$8.57	\$15.43
4. 2nd Navigating Officer	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
Medic / Safety Coordinator	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
DP Operator	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
5. 3rd Navigating Officer	1.275	940	603	1303	301	\$3,147	\$6.96	\$12.53
6. 1st Engineer Officer	1.570	1157	743	1604	370	\$3,875	\$8.57	\$15.43
Technical Supervisor	1.570	1157	743	1604	370	\$3,875	\$8.57	\$15.43
7. 2nd Engineer Officer	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
Senior Technician	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
8. 3rd Engineer Officer	1.275	940	603	1303	301	\$3,147	\$6.96	\$12.53
Technician-Hydraulic	1.275	940	603	1303	301	\$3,147	\$6.96	\$12.53
Technician-Mechanical	1.275	940	603	1303	301	\$3,147	\$6.96	\$12.53
Technician-Electrical	1.275	940	603	1303	301	\$3,147	\$6.96	\$12.53
Subsea Equipment Engr.	1.275	940	603	1303	301	\$3,147	\$6.96	\$12.53
Asst. Driller	1.275	940	603	1303	301	\$3,147	\$6.96	\$12.53
9. Radio Officer	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
Elec. Engineer Officer	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
Chief Steward	1.350	995	639	1380	318	\$3,332	\$7.37	\$13.27
10. Electrician	1.200	884	568	1226	283	\$2,961	\$6.55	\$11.79
11. Derrickman	1.150	848	544	1175	271	\$2,838	\$6.28	\$11.30
12. Bosun	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
AB-Crane Operator	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Deck Foreman	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Rig Supervisor	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Welder	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Carpenter, Plumber	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Fitter / Mechanic	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Chief Cook	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Roughnecks	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
Storekeeper	1.120	825	530	1145	264	\$2,764	\$6.11	\$11.01
13. Bosun's Mate	1.040	766	492	1063	245	\$2,567	\$5.68	\$10.22
Quartermaster	1.040	766	492	1063	245	\$2,567	\$5.68	\$10.22
Assistant Electrician	1.040	766	492	1063	245	\$2,567	\$5.68	\$10.22
14. Able Seamen	1.000	737	473	1022	236	\$2,468	\$5.46	\$9.83
Rigger	1.000	737	473	1022	236	\$2,468	\$5.46	\$9.83
2nd Cook	1.000	737	473	1022	236	\$2,468	\$5.46	\$9.83
Motorman/Oiler	1.000	737	473	1022	236	\$2,468	\$5.46	\$9.83
15. Catering Service Pers*	0.744	548	352	760	175	\$1,836	\$4.06	\$7.31
16. OS	0.744	548	352	760	175	\$1,836	\$4.06	\$7.31
17. Junior Rating ***	0.599	441	283	612	141	\$1,478	\$3.27	\$5.89

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

Eg. Able Seamen:

Basic	737	Overtime
OT Mon-Fri 86.66hrs* x Basic/135	473	5.46
OT Wk/end 104hrs** x Basic/75	1022	9.83
Annual paid leave 8 x basic/25	236	
Total Per Month	2468	
1on/1 off leave sys = Cons *6/12	1234	
2on 1 off leave sys = Cons *8/12**	1645	

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

** 104 hrs represents 8 wk.end days at 12 hours per day + 8hrs for public hols (ie. 8 PH's x 12 hrs/12 months = 8 hrs/month.)

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

**The work leave system should be no less than 2 on 1 off.

***Junior Rating is a rating below the age of 18 years of age.

ITF Offshore Continental Shelf / Flag State Jurisdiction Policy

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

Schedule of Cash Benefits

Article 18

Compensation for Loss of Life:

2019

1. to immediate next of kin: US\$ 104,866
2. to each dependent child under the age of 18 (subject to a maximum of 4): US\$ 20,974

Article 25

Crew's Effects:

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

Article 27

Membership Fees, Welfare Fund and Representation of Seafarers:

Company's contribution to the SSD in respect of membership and entrance fees US\$120 per position per year

Company's contribution to the ITF Seafarers' International Assistance, Welfare and Protection Fund: US\$ 250 per position per year