

THIS AGREEMENT (the "Agreement") IS MADE BETWEEN

The Owner ("Owner") of the ship(s) on which the Seafarer is engaged pursuant to this Agreement (the "Ship") through their agent who are in membership with the Joint Negotiating Group, V. Group Manpower Services, c/o V.Ships UK Limited, Skypark, 8 Elliot Place, Glasgow, G3 8EP, Great Britain, as agents (the "Agent")

AND

Seafarer's Union of Russia, an ITF-affiliated trade union duly registered in Russia with its main office at 4th Floor, Bolshoi Koptevskiy pr-d 6, Moscow 125319, Russia (the "Union").

The terms of Part II (namely, the attached ITF-IBF TCC Agreement Part II, Version 4: Revision: 0 Issued: 01-Jan-2015 13pp) form part of the operative provisions of the Agreement and references to the Agreement shall, unless the context otherwise requires, include reference to Part II. In the event of a conflict between Part I and Part II the provisions of Part II shall prevail to the extent of such conflict.

This Agreement comes into effect on 1st March 2015 and is valid till 31st December 2017.

Service

<p>BOX 1 10 WEEKS OR 1/3RD OF CONTRACT PERIOD WHICHEVER IS LESS [ARTICLE 3.1]</p> <p>BOX 2 6±2 MONTHS: ON BOARD SERVICE PERIOD [ARTICLES 5.1]</p> <p>BOX 3 40 HOURS: NORMAL HOURS OF DUTY PER WEEK [ARTICLE 6.1]</p> <p>BOX 4 103 HOURS: GUARANTEED OVERTIME PER MONTH [ARTICLE 7.1]</p>	<p>BOX 5 LIST OF HOLIDAYS [ARTICLE 8.1]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>New Year's Day</td><td>January 1</td></tr> <tr><td>New Year's Day</td><td>January 02</td></tr> <tr><td>Orthodox Christmas Day</td><td>January 07</td></tr> <tr><td>Motherland Defendant Day</td><td>February 23</td></tr> <tr><td>Women's Day</td><td>March 08</td></tr> <tr><td>Labour Day</td><td>May 01</td></tr> <tr><td>Labour Day</td><td>May 02</td></tr> <tr><td>Victory Day</td><td>May 09</td></tr> <tr><td>Russia Independence Day</td><td>June 12</td></tr> <tr><td>National Unity Day</td><td>November 04</td></tr> <tr><td>Constitution Day</td><td>December 12</td></tr> <tr><td>End of Holiday Listing</td><td></td></tr> </table>	New Year's Day	January 1	New Year's Day	January 02	Orthodox Christmas Day	January 07	Motherland Defendant Day	February 23	Women's Day	March 08	Labour Day	May 01	Labour Day	May 02	Victory Day	May 09	Russia Independence Day	June 12	National Unity Day	November 04	Constitution Day	December 12	End of Holiday Listing	
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Wages

BOX 6 COMMENCEMENT OF WAGES: ON THE DATE THE SEAFARER JOINS THE SHIP [ARTICLE 10.1]	BOX 7 09 DAYS: OFFICERS' LEAVE PER MONTH	(OR PRO RATA FOR SHORTER PERIODS) [ARTICLE 12.1]. FOR PAID LEAVE, CALCULATION IN BOX 20 APPLIES.
	BOX 8 09 DAYS: RATINGS' LEAVE PER MONTH	

Compensation

US\$ MAX LIMITS	FOR	PAYABLE TO	ARTICLE	BOX 12
2015	2016	2017		
3,300	3,300	3,300	LOSS/DESTRUCTION OF PERSONAL EFFECTS, INCLUDING CASH UP TO US\$ 330	FORM C10A ATTACHED TO PART I
161,514	164,745	170,512	DISABILITY	
129,212	131,797	136,410	DISABILITY	
96,909	98,848	102,308	DISABILITY	
96,909	98,848	102,308	LOSS OF LIFE/DEATH IN SERVICE	
19,382	19,770	20,462	LOSS OF LIFE/DEATH IN SERVICE	

BOX 15 18 YEARS: AGE BELOW WHICH CHILDREN ENTITLED TO RECEIVE COMPENSATION [BOX 14 AND ARTICLE 26.1]	BOX 16 4 DEPENDENT CHILDREN: MAXIMUM NUMBER ELIGIBLE TO RECEIVE COMPENSATION [BOX 14 AND ARTICLE 26.1]
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Welfare Contributions/Union Fees

BOX 17 \$ AS PER COLUMN "UNION DEVELOPMENT FUND" [BOX 20] TO BE PAID BY THE OWNER AS UNION WELFARE FEES AND REMITTED QUARTERLY TO THE BANK ACCOUNT.	
BOX 18 9 US DOLLARS: "SOCIAL SECURITY SCHEME" PER POSITION PER MONTH TO BE PAID BY THE OWNER AS PER UNION CONSTITUTION.	
BOX 19 34 US DOLLARS: PER POSITION PER MONTH TO BE PAID BY THE OWNER TO THE MEDICAL INSURANCE SCHEME OF THE SEAFARERS' UNION OF RUSSIA.	
BOX 19A 10 US DOLLARS: PER POSITION PER MONTH IS PAYABLE BY OWNERS TO THE SEAFARERS EMPLOYMENT PROMOTION FUND.	

Jurisdiction

The Union and the Owner agree that any dispute arising out of this Agreement can and should be resolved through friendly negotiations. If every effort has been exerted to resolve such conflicts and, if no solution is found, the same may be brought for judicial resolution in accordance with the Laws and Regulations of the applicable Flag State.

Nationality Specific Clauses (If any)

- The scale showing the amount of compensation corresponding to the degree of disability established under provisions of this Agreement is shown below the Wage Scales of respective years on page 2, 3 and 4 overleaf.
 - The IMTS Training column in the wage scales of respective years on page 2, 3 and 4 [Box 20] overleaf is recognition by the Union of the IMTS training program to which the owner has agreed to contribute per rank per month, the amount in the appropriate column of wagescales.
- END

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NOTE: The brief captions accompanying each box above are not to be construed as definitions but as facilitating reference to Articles in Part II or to other forms or documents. Any additions or alterations to printed matter on this page must be accompanied by signatures of both parties.

2017 Wage Scale

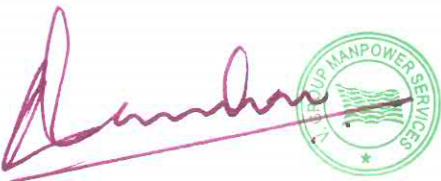
All figures US\$										A - FUNDING				B - FUNDING				Total Cost	Overtime Rate	
Basic	Lumpsum Overtime	Guaranteed Overtime 103 Hours	Leave	Fidelity	P F	Catering Staff Inconvenience Bonus	Hold/Tank Cleaning/ Other Allow.	Gross Wages	Union Development Fund	Social Security Scheme	Medical Insurance	Seafarers Employment promotion	Uniform	IMO/STCW Training Allowance	Death & Disability	Welfare	IMTS Training			Admin
Master	2825	2099	848	116	600			6488	135	9	34	10	5	30	20	30	55	4	6820	N.A.
Chief Engineer	2525	1876	758	100	500			5759	121	9	34	10	5	30	20	30	55	4	6077	N.A.
Chief Off / 2nd Eng.	1788	1399	536	77	350			4150	89	9	34	10	5	24	20	30	55	4	4430	N.A.
2nd Off / 3rd Eng.	1365	1014	410	68	100			2957	65	9	34	10	5	24	20	30	55	4	3213	N.A.
Elect. Off / Elect Eng.	1440	1070	432	72	150			3164	69	9	34	10	5	24	20	30	55	4	3424	N.A.
3rd Off / 4th Eng.	1233	916	370	60	80			2659	59	9	34	10	5	24	20	30	55	4	2909	N.A.
Bosun / Pumpman	754		560	226	105	50	160	1855	43	9	34	10	0	15	20	30	55	4	2075	5.44
Fitter / Electrician	754		560	226	105	50	160	1855	43	9	34	10	0	15	20	30	55	4	2075	5.44
Able Seaman/Oiler	643		478	193	75	40	120	1549	36	9	34	10	0	15	20	30	55	4	1762	4.64
Ordinary Seaman / Wiper	488		363	146	60	40	100	1197	29	9	34	10	0	15	20	30	55	4	1403	3.52
Chief Cook	743		552	223	80	50	90	1738	40	9	34	10	0	15	20	30	55	4	1955	5.36
2nd Cook	565		420	170	64	35	85	1339	32	9	34	10	0	15	20	30	55	4	1548	4.08
Messman	482		358	145	65	30	80	1160	29	9	34	10	0	15	20	30	55	4	1366	3.48
Cadet Stipend	386	0	0	0	0	0	0	386	0	0	34	0	0	0	20	30	0	0	470	N.A.

Notes:

- The following are not payable in recognition of costs incurred by Owners towards:
 - Uniforms Provided by the Owners
 - IMO/STCW Training cost
 - Enhanced Death and Disability Compensation levels
 - Welfare and Administration
- Union Development Fund to be paid by the Owner as Union welfare and remittance shall be made on quarterly basis in arrears to following bank details:
 Account Name: Seafarers Union of Russia
 Account: 40703840800250000180 with bank of Moscow, Moscow, Russia.
 Swift: MOSWRUMM
 VIA Acc. 400 920 190, JP Morgan Chase Bank, New York,
 Swift: CHAS US33
- The Owner agrees to contribute to Social Security Schemes as per Union Constitution' (SSS_UC) of the Seafarers Union of Russia in the amount of \$9 per position per month or pro rata for shorter periods.
- The Owner agrees to contribute to the Medical Insurance Scheme of the Seafarers' Union of Russia in the amount of US\$ 34 per position per month or pro rata for shorter periods.
- The Owner agrees to contribute to the Seafarers' Employment Promotion Fund in the amount of US\$ 10 per position per month or pro rata for shorter periods to fulfil the objectives set out by the IBF.
 Remittance shall be made on quarterly basis in arrears to following bank details:
 Beneficiary name: The Seafarers Employment Promotion Fund
 HSBC Bank, 165 Fleet Street, London, EC4A 2DY
 US\$ Account Sort code: 40-05-15
 A/c number: 70263627
 IBAN: GB19MIDL40051570263627
 SWIFT/BIC: MIDLGB22
- IMTS Training is recognition by the Union of the V.Ships training program to which the owner agrees to contribute. The US\$ 55 per position per month is an average of applicable training levies.
 ■END

Percentage Degree of Permanent Disability	USS Rate of Compensation		
	Sr. Officers	Jr. Officers	Rating
100	170,512	136,410	102,308
75	127,884	102,308	76,731
60	102,308	81,846	61,384
50	85,257	68,206	51,154
40	68,206	54,565	40,923
30	51,154	40,923	30,693
20	34,104	27,282	20,462
10	17,052	13,642	10,231

The Agent, for and on behalf of the Owner,



Capt. Rajesh Tandon
Operations Director, V. Group Manpower Services



Mr. Yury Sukhorukov
- President, Seafarer's Union of Russia

NOTE: The brief captions accompanying each box above are not to be construed as definitions but as facilitating reference to Articles in Part II or to other forms or documents. Any additions or alterations to printed matter on this page must be accompanied by signatures of both parties.

COMPENSATION SCALE

I. INJURIES TO EXTREMITIES

	Percentage Compensation			Percentage Compensation	
	Right	Left		Right	Left
A. Hand, Arm, Shoulder					
<i>(If a person is left-handed, his/her left hand is assessed as right hand)</i>					
a. Fingers					
Loss of all fingers of one hand	55	50			
Loss of one thumb and metacarpal bones	30	25			
Loss of one thumb		25			
Loss of extremity of one thumb		12			
Loss of half of extremity of one thumb		8			
Thumb with stiff extreme joint		5			
Thumb with stiff metacarpophalangeal joint		3			
Thumb with stiff extreme and metacarpophalangeal joints		15			
Loss of forefinger (second finger)		10			
Loss of middle and extreme joints of forefinger		10			
Loss of extreme joint of forefinger		5			
Forefinger with stiff metacarpophalangeal joint in outstretched position		5			
Forefinger with 90 degrees or more stretch deficiency in middle joint		5			
Loss of middle finger (third finger)		10			
Loss of middle and extreme joints of middle finger		8			
Loss of extreme joint of middle finger		5			
Middle finger with stiff metacarpophalangeal joint in outstretched position		5			
Middle finger with 90 degrees or more stretch deficiency in middle joint		5			
Loss of ring finger (fourth finger)		8			
Loss of middle and extreme joints of ring finger		5			
Loss of extreme joint of ring finger		3			
Ring finger with stiff metacarpophalangeal joint in outstretched position		5			
Ring finger with 90 degrees or more stretch deficiency in middle joint		5			
Loss of little finger (fifth finger)		8			
Loss of middle and extreme joints of little finger		5			
Loss of extreme joint of little finger		3			
Loss of thumb and forefinger (1st and 2nd fingers)	40	35			
Loss of extreme joints of thumb and forefinger		18			
Loss of thumb, forefinger and middle finger	50	45			
Loss of extreme joints of thumb, forefinger and middle finger		20			
Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)	55	50			
Loss of forefinger and middle finger (2nd and 3rd)		25			
Loss of middle and extreme joints of forefinger and middle finger		20			
Loss of extreme joint of forefinger and middle finger		10			
Loss of forefinger, middle finger and ring finger	35	30			
Loss of middle and extreme joints of forefinger, middle finger and ring finger		25			
Loss of extreme joints of forefinger, middle finger and ring finger		12			
Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)	40	35			
Loss of middle and extreme joints of forefinger, middle finger, ring finger and little finger		35			
Loss of extreme joints of forefinger, middle finger ring finger and little finger		15			
Loss of middle finger, ring finger and little finger (3rd, 4th and 5th)		30			
Loss of middle and extreme joints of middle finger, ring finger and little finger		20			
Loss of extreme joints of middle finger, ring finger and little finger		10			
Loss of ring finger and little finger (4th and 5th)		20			
Loss of middle and extreme joints of ring finger and little finger		15			
Loss of extreme joints of middle finger and ring finger or of ring finger and little finger		5			
Middle finger and ring finger with 90 degrees or more stretch deficiency in middle joint		8			
b. Hand, Wrist					
Loss of one hand	60	55			
Stiffness in good working position		10			
Stiffness in poor working position		15			
Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction		5			
Consequences of fracture of radial bone : forefinger to little finger down to 2 cm from the palm of the hand		18			
c. Arm					
Loss of one arm	70	65			
Amputation of upper arm	65	60			
Amputation of forearm with good elbow movement	60	55			
Amputation of forearm with poor elbow movement	65	60			
Unhealed rupture of biceps		5			
Axillary thrombosis		5			
d. Elbow					
Stiffness in outstretched position			45	40	
Stiffness in good working position			25	20	
Stiffness in poor working position			30	25	
Cessation of rotary function of forearm ("upright position")			20	15	
Elbow bending reduced to 90 degrees or less			15	12	
Stretch deficiency of up to 40 degrees				3	
Stretch deficiency 40-90 degrees				5	
e. Shoulder					
All mobility reckoned with "unset" shoulder blade:			35		
Stiffness in shoulder (with arm alongside body)			15		
Elevation up to 90 degrees			5		
Friction and some reduction of mobility			10		
Habitual luxation			5		
Luxation acromio-clavicularis			5		
f. Paralysis					
Total paralysis of plexus brachialis			70	65	
Total paralysis of nervus radialis on the upper arm			25	20	
Total paralysis of nervus ulnaris			30	25	
Total paralysis of nervus medianus, both sensory and motoric injuries			35	30	
For sensory injuries only				10	
B. Foot, Leg, Hip					
a. Foot					
Loss of foot with good function of prosthesis				30	
Loss of foot with poor function of prosthesis				35	
Amputation of tarsus with stump capable of bearing				15	
Loss of all toes on one foot				10	
Loss of 1st toe (big toe) and some of its metatarsal bone				8	
Loss of 1st toe (big toe)				5	
Loss of extreme joint of big toe				3	
Big toe with stiffness in metatarsophalangeal joint				5	
Loss of one of the other toes				3	
Ankle joint stiff at right angle or slight talipes equinus (up to 15 degrees)				15	
Ankle joint stiff in pronounced talipes equinus position				20	
Ankle joint where rotary mobility has ceased				5	
Fallen arches aggravated by pains				8	
Traumatic fallen arches				10	
b. Leg					
Loss of one leg				65	
Amputation at the knee or thigh with good function of prosthesis				50	
Amputation at the knee or thigh with poor function of prosthesis				55	
Loss of crus (shank) with good function of prosthesis				30	
Loss of crus with poor function of prosthesis				35	
Shortening by less than 3 cm				3	
Shortening of at least 3 cm				10	
Thigh shrinkage of at least 3 cm (<i>Is not, however, added to the compensation for shortening or reduction of mobility</i>)				8	
Postthrombotic syndrome in one leg				5	
Essential deterioration of varicose veins or leg sores				8	
Knee stiff in good position				25	
Knee with stretch deficiency of up to 5 degrees				3	
Knee with bending capacity reduced to 90 degrees or less				10	
Knee with hampering looseness				10	
as measured 10 cm above the patella and reduction of mobility				8	
Knee with somewhat regular and hampering incarceration				5	
Habitual luxation of kneecap				5	
Loss of kneecap				5	
Well functioning totally artificial kneecap				15	
c. Hip					
Hip with stiffness in favourable position				30	
Hip with severe insufficiency of hip function				50	
Well functioning totally artificial hip joint				10	
d. Paralysis					
Total paralysis of nervus fibularis				10	
Total paralysis of nervus femoralis				20	
Ischiadicusparesis - with good mobility				10	
Ischiadicusparesis - with poor mobility				30	

COMPENSATION SCALE

II. THE HEAD

	Percentage Compensation
A. The Face	
Loss of all teeth (double dentures)	
Loss of outer ear	5
Scalping	5
One-sided paralysis of the facialis nerve	5
Two-sided paralysis of the facialis nerves	10
Loss of sense of smell	15
One-sided paralysis of vocal chords with considerable speech difficulties	10
Paralysis of sensory (trigeminal) nerve to the face	5
B. The Brain	
a. Demens	
Mild demens	15
Mid-medium severe demens	25
Medium severe demens	40
Severe demens	65
Total demens	100
b. Postcommotional Syndrome	
	8
C. The Eye	
Loss of one eye	20
Loss of both eyes	100
Loss of sight of one eye	20
Loss of sight of both eyes	100
Loss of sight of one eye with complications (e.g. glaucoma and/or contracted eye)	25
Loss of sight of one eye with possibility of improvement via operation (reserve eye)	18
Double vision	10
Double vision in outermost position	3
Loss of binocular vision (e.g. aphakia with visual power of at least 6/60)	15
Aphakia with good contact glass function	8
Total one-sided ptosis	18
Flood of tears	3
Hemianopsia	40
Rightsided hemianopsia as a result of brain injury	50

Reduction of visual power of one or both eyes is assessed in accordance with the following decimal table or fraction table:

Decimal Table

S	0.6	0.5	0.4	0.3	0.2	0.1	0.0
0.6	0	5	10	10	15	20	
0.5	0	5	5	10	10	15	20
0.4	5	5	10	15	15	20	30
0.3	10	10	15	23	35	45	55
0.2	10	10	15	35	45	60	70
0.1	15	15	20	45	60	75	85
0.0	20	20	20	55	70	85	100

Fraction Table

S	6/6	6/12	6/18	6/24	6/36	6/60	2/60	0
6/6	0	0	5	8	10	12	15	20
6/12	0	5	10	10	12	15	18	20
6/18	5	10	20	30	35	40	45	50
6/24	8	10	30	35	45	50	55	60
6/36	10	12	35	45	55	65	70	75
6/60	12	15	40	50	65	75	80	85
2/60	15	18	45	55	70	80	95	100
0	20	20	50	60	75	85	100	100

Visual power is assessed with the best available glasses

D. Ears

Loss of outer ear, see under II.A. - The Face	
Total loss of hearing in one ear	10
Total loss of hearing in both ears	75

Loss of hearing based on speech audiometry: assessed or calculated binaural loss of hearing in db with well adjusted hearing aid.

Degree of Loss of Hearing	HH: 0	HH: 1	HH: 2	HH: 3	HH: 4	HH: 5
CH: 0	0	5	-	-	-	-
CH: 1	-	8	15	30	-	-
CH: 2	-	12	20	35	50	-
CH: 3	-	-	30	40	55	65
CH: 4	-	-	-	50	60	70
CH: 5	-	-	-	-	65	75

HH= Hearing Handicap CH = Communication Handicap

0 - no handicap 3 - considerable handicap
 1 - slight handicap 4 - severe handicap
 2 - mid to medium handicap 5 - total handicap

Normally, no compensation is paid solely in respect of use of a hearing aid.

Hampering tinnitus and distortion of hearing	3
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III. NECK AND BACK

	Percentage Compensation
A. Vertebral Column	
a. Fracture of body of the vertebra without discharge of medulla spinalis or nerves:	
<i>Minor fracture</i>	
With minor reduction of mobility	5
<i>Medium severe fracture</i>	
Without reduction of mobility	8
With reduction of mobility	12
<i>Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump)</i>	
Slight to some reduction of mobility	15
Very severe reduction of mobility	20
If support (neck collar or support corset) is used	5
Pain - local or transmitted to extremities	2
b. Fracture with Discharge of Medulla Spinalis or Nerves	
Assessed in accordance with the above rules with a supplementary degree for the discharge of nerves assessed in accordance with the other rules specified in the table.	
B. Consequences of Slipped Disc	
	12
C. Other Back Injuries	
a. Cervical Column	
Some reduction of mobility and/or local pains	8
If a supportive device (neck collar) is used	12
Radiating pains - root irritating	12
b. Other Parts of the Vertebral Column	
Back pains without reduction of mobility	5
If a supportive device (corset) is used	8
Back pains with some reduction of mobility	12
Back pains with considerable reduction of mobility	25
D. Injuries to Medulla Spinalis	
Mild but lasting consequences - without bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)	20
Mild but lasting consequences - with bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)	25
Other lasting consequences without bladder symptoms as defined above	30
Other lasting consequences with bladder symptoms as defined above	35
Incontinence - please see section V.	

IV. HEART AND LUNGS

Heart and lung ailments are assessed with regard to the limiting of the functional capacity caused by the ailment applying the following division into function groups:

1 No limitation of physical activity	3
2 Minor limitation of physical activity (Symptoms appear only during strenuous activity)	20
3 Considerable limitation of physical activity (Symptoms also appear during low levels of activity)	45
4 Any form of physical activity produces symptoms, which can also be present during periods of rest	70

Steps are taken to support the division into functions by means of objective measurements for lung function, such as the forced exhalation volume in the first second, FEV 1.0

Assuming that the case is one of permanent reduction of FEV 1.0.

- FEV 1.0 of over 2 litres corresponds roughly to function group 1,
- FEV 1.0 of 1.5-2 litres corresponds roughly to function group 2,
- FEV 1.0 of about 1 litre corresponds roughly to function group 3, and
- FEV 1.0 of about 0.5 litre corresponds roughly to function group 4.

V. ABDOMINAL CAVITY AND PELVIS

Loss of spleen	5
Loss of one kidney	10
Well functioning transplanted kidney	25
Anus praeternaturalis	10
Minor incontinence (i.e. imperious urination, possibly defecation)	10
Expulsive incontinence	25
Abdominal hernia, inoperable	20
Loss of both testicles	10
Loss of both ovaries before menopause	10
Loss of both ovaries after menopause	3
Loss of one or both epididymides	3
Urethra stricture, if a bougie must be used	15
Impotence	Not covered

ITF-IBF TCC AGREEMENT PART II

Article 1: Application

1.1 This Part II based on the IBF Framework Agreement (hereinafter 'Agreement' or 'CBA') sets out the standard terms and conditions applicable only to seafarers serving on any ship owned or operated by V.Group Manpower Services Limited (hereinafter 'Company') in membership with the Joint Negotiating Group in respect of which there is in existence an IBF Special Agreement. Together with the IBF Special Agreement and the IBF Memorandum of Agreement, which may contain additional terms and conditions relevant to seafarers, this CBA makes an integral part of the general IBF Settlement negotiated between the International Transport Workers Federation (ITF) and the Joint Negotiating Group of maritime employers (JNG).

These terms are to be read together with Part I hereto signed by the Company and the ITF affiliate Union. Terms and expressions used herein shall have the same meaning as in Part I unless stated otherwise. References herein to Box numbers refer to the Box numbers in Part I.

- 1.2 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.
- 1.3 It is understood and agreed that nothing contained in this Agreement is intended to or shall be construed as to restrict in any way the authority of the Master. In signing the Contract of Employment, the seafarer expressly agrees that the Shipowner, or the Master on behalf of the Shipowner, engages him for the agreed duration and that the Company and/or its agent and its sub-agent if any, is not the employer of the seafarer.
- 1.4 The IBF Special Agreement requires the Company, inter alia to employ the seafarers on behalf of Shipowners, on the terms and conditions of an ITF approved agreement, and to enter into individual contracts of employment with any seafarer to whom this Agreement applies, incorporating the terms and conditions of an ITF approved Agreement. The Company undertakes that it will comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the ITF Special Agreement are available on board in English
- 1.5 The words "seafarer", "ship", "IBF Special Agreement", "Union", "ITF" and "Company" when used in this Agreement shall have the same meaning as in the IBF Special Agreement. Furthermore, "seafarer" means any person who is employed or engaged or works in any capacity to whom this collective bargaining agreement applies. "MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.
- 1.6 Each seafarer, shall be covered by the Agreement with effect from the date on which they are engaged, whether they have signed Articles or not, until the date on which they sign off or, if later, the date until which, in accordance with this Agreement, the Shipowner is liable for the payment of wages, whether or not any employment contract is executed between the seafarer and the Shipowner and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in this Agreement. Nothing in this article is meant to change the current practice under which wage payment commences as on the date indicated in Box 6.

Article 2: Pre-Employment

- 2.1 Each seafarer shall undertake to serve the Shipowner 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 Shipowner'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 effect the seafarer's entitlement to compensation as per Articles 22, 23, 24, 25 and 26. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this Article shall equally apply to seafarers who were previously employed by the Shipowner, signed off due to medical reasons pursuant to Article 19.1 (b) and may be willing to be re-employed upon recovery. Any such recovered seafarer shall be treated equally to other candidates undergoing medical examination.

- 2.3 As far as practicable, companies who are direct employers or who use seafarers recruitment and placement services shall ensure that the standards laid down in the MLC are met including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the seafarers for finding employment, the right for seafarers to inspect their employment agreements 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 the Contract of Employment with the Shipowner.
- 2.5 Documentation as required by Flag State shall be at Shipowner's expense.

Article 3: Probationary Service

- 3.1 The period of probationary service shall be the period specified in Box 1. The probationary period shall only apply during the first term of employment with the Company/Shipowner and shall be one third of the contract length but in any case, no more than ten weeks. During this period both the seafarer and/or the Company/Shipowner shall be entitled to terminate the employment prior to the expiry of the contract during this period. In such an event compensation for premature termination of employment provided shall not apply. If the seafarer is considered to be more suitable in a lesser rank then, subject to mutual agreement in writing between the Shipowner and the seafarer, he may be demoted and placed on wages commensurate with that lesser rank.

Article 4: Non-Seafarers Work

- 4.1 Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Shipowner shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, unstowing, pouring, trimming, classifying, sizing, stacking, unstacking as well as composing and decomposing unit loads; and also services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlashng.
- 4.2 Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Shipowner shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Shipowner will not take any punitive measures against any seafarer who respects such dock workers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.
- 4.3 For crewmembers compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate specified in Box 20 for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.

Article 5: Duration of Employment

- 5.1 A seafarer shall be engaged for the period specified in Box 2 and such period may be extended or reduced by the amount shown in Box 2 for operational convenience. The employment shall be automatically terminated upon the terms of this Agreement at the first arrival of the ship in port after expiration of that period, unless the Shipowner operates a permanent employment system. In exceptional circumstances, the Shipowner may request the seafarer, and upon the seafarer's acceptance, extend this period beyond the abovementioned limit, provided that the Shipowner undertakes to ensure that all efforts will be made to sign off and repatriate the seafarer at the earliest opportunity on completion of such period. The Shipowner may contract the seafarer for a period shorter than that indicated in Box 2 which period shall be indicated in the Contract of Employment.

Article 6: Hours of Duty

- 6.1 The normal hours of duty shall be as specified in Box 3, but in no case shall exceed either;
- a) Eight hours per day from Monday to Friday and four hours on Saturday; or
 - b) Eight hours per day from Monday to Friday inclusive.

Article 7: Overtime

- 7.1 Entitlement to guaranteed overtime for all seafarers shall be as specified in Box 20. In the case of ratings, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the rating concerned shown in Box 20. The guaranteed overtime hours specified in Box 4 must be worked in full before the hourly overtime rate will become applicable. In the event of service for a period of less than thirty days, guaranteed overtime shall be paid pro rata to the period served whether worked or not. For officers, the monthly lump sum for overtime indicated in Box 20 is full compensation for any and all overtime work done in any month (pro rata for shorter periods).
- 7.2 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.
- 7.3 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 his/her 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 his/her overtime records at any time during his/her contractual term.
- 7.4 Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril shall not count for overtime payment.

Article 8: Holidays

- 8.1 For the purpose of this Agreement the days listed in Box 5 shall be considered as holidays at sea or in port. If a holiday falls on a Saturday or a Sunday, the following working day shall be observed as a holiday.

Article 9: Rest Periods

- 9.1 Each seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
- 9.2 This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.
- 9.3 The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- 9.4 The Shipowner shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.
- 9.5 Nothing in this Article shall be deemed to impair the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. In such situation, the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any seafarers who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the STCW requirements covering overriding operational conditions shall apply, including those of STCW A-VIII/1, Article 9.
- 9.6 A short break of less than 30 minutes will not be considered as a period of rest.

- 9.7 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.
- 9.8 The allocation of periods of responsibility on UMS Ships, where a continuous watchkeeping in the engine room is not carried out, shall also be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
- 9.9 Records of seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

Article 10: Wages

- 10.1 The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scale Box 20 and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the seafarer. Gross wages shall commence on the date specified in Box 6 and terminate on the date of signing off inclusive. In case remuneration commence on the date seafarer joins the vessel, basic wages [Box 20] are payable to the seafarer for the travel period from the place of engagement to the ship. On signing off basic wages [Box 20] are payable to the seafarer for the travel period from the ship to the place of engagement, except in circumstances detailed in Articles 19.2 b) and 19.6.b)
- 10.2 The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the seafarers, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.
- 10.3 Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- 10.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 10.5 No seafarer employed in the Deck or Engine departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.
- 10.6 Company, Shipowner or the agent shall not be responsible for the payment of any income tax or other statutory or compulsory deductions from wages or upon allotments remitted to the seafarer's nominee [Article 11.1].

Article 11: Allotments

- 11.1 Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of up to 80% of basic wages after allowing for any deductions as specified in Article 10, in line with the provisions of ILO MLC Standard A2.2, paragraph 5.
- 11.2 The Shipowner cannot establish fixed or term deposits on behalf of the seafarer.

Article 12: Leave

- 12.1 Each seafarer shall, on the termination of employment for whatever reason, be entitled to payment of leave pay as specified in Box 20 for each completed month of service and pro rata for a shorter period. Boxes 7 and 8 specify respectively officer and rating leave days applicable per month of on board service (subject to minimum of 8 days) and pro rata for shorter periods.

Article 13: Subsistence Allowance

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

Article 14: Watch keeping

- 14.1 Watch keeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- 14.2 It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on daywork.
- 14.3 While watchkeeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant national and international rules and regulations, and also whenever deemed necessary by the master or officer of the navigational watch.
- 14.4 The Master and Chief Engineer shall not normally be required to stand watches.
- 14.5 The Master shall assign GMDSS duties to the officer certificated and trained in the use of the equipment. The wages in force [Box 20] cover all GMDSS duties without extra compensation
- 14.6 Assistance in mooring is required of engine crew where considered necessary.

Article 15: Manning

- 15.1 The Ship shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a three-watch system whenever required and in no case manned at a lower level than in accordance with relevant and applicable international laws, rules and regulations.
- 15.2 In addition, the manning of each ship shall be determined following agreement between the Shipowner and the Union with whom the agreement is concluded.
- 15.3 The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, the Shipowner and the union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:
 - a) persons engaged for security purposes should not undertake other seafarers' duties;
 - b) only specific tasks authorized by the master can be carried out by the riding squads;
 - c) classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
 - d) all riding squads must be covered by agreements in line with ILO conventions and recommendations; and
 - e) riding squads should not be used to replace current crew or be used to undermine ITF agreements.
- 15.4 The Shipowner and the agent retain the option of transferring the seafarer from the ship to another in order to facilitate fleet operations. Any such transfer will not involve loss of rank, position or wage to the seafarer, and the total period of employment shall not exceed that stipulated in the contract of employment. All costs and subsistence for and during the transfer shall be for the account of the Shipowner.
- 15.5 If the seafarer is assigned temporarily to a higher rank to fill a vacancy he will be paid the wages [Box 20] of the higher rank pro rata for the duration of his new assignment. The Master will notify the seafarer that the promotion is of a temporary nature and that he will revert to his original rank when the vacancy is filled.

Article 16: Shorthand Manning

- 16.1 Where the complement falls short of the agreed manning, for whatever reasons, the basic wages of the shortage category shall be paid to the affected members of the concerned department. Every effort shall be made to make good the shortage before the ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Article 7.
- 16.2 However, regardless of any additional duties carried out, shorthand wages are payable for the duration of the shortage only if replacement of the category fallen short is not made within 14 days or by the next port of call, whichever is the later.

Article 17: Warlike Operations / High Risk Area

- 17.1** A Warlike Operations area shall be determined by the IBF. The Company shall regularly receive from the respective IBF constituent information on Warlike Operations areas. An updated list of IBF Warlike Operations areas shall be kept on board the vessel and shall be accessible to the crew.
- 17.2** 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.
- 17.3** If the vessel enters a Warlike Operations area:
- The seafarer shall have the right not to proceed to such area. In this event the seafarer shall be repatriated at Shipowner's cost with benefits accrued until the date of return to his/her home or the port of engagement.
 - The seafarer shall be entitled to a double compensation for disability and death.
 - The seafarer shall also be paid a bonus equal to 100% of the basic wage for the durations of the ship's stay in a warlike operations area – subject to a minimum of 5 days pay.
 - The seafarer shall have the right to accept or decline an assignment in a warlike operations area without risking losing his/her employment or suffering any other detrimental effects.
- 17.4** In addition to areas of warlike operations, the IBF may determine High Risk Areas and define, on a case-by-case basis, the applicable seafarers' benefits and entitlements, as well as employers' and seafarers' obligations. In the event of any such designations the provisions of Articles 17.1 and 17.2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.
- 17.5** 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 IBF 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 Shipowner's contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Shipowner shall also make every effort to provide captured Seafarers, with extra protection, food, welfare, medical and other assistance as necessary.

Article 18: Crew's Effects

- 18.1** When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding or collision, excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the Shipowner compensation up to a maximum specified in Box 9.
- 18.2** The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
- 18.3** The Shipowner 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.
- 18.4** Payment of compensation for loss of effects is conditional upon the submission by the seafarer to the Shipowner of a written declaration countersigned by the Master, listing and attributing reasonable values to the effects lost. The definition of effects includes clothes, documents, navigation and other technical instruments and tools necessary to the trade of the seafarer but not jewellery.
- 18.5** When travelling by air at the Shipowner's expense to/from the ship the seafarer is required to limit the weight of his baggage to the maximum free allowance permitted by the airline. However, when the free baggage allowance is less than 30 Kg, Shipowner shall reimburse excess baggage charges to the seafarer for charges incurred for the difference between 30 Kg and the total allowed combination of the hold baggage and cabin baggage.

Article 19: Termination of Employment

- 19.1** The employment shall be terminated:
- a) upon the expiry of the agreed period of service identified in Contract of Employment;
 - b) when signing off owing to sickness or injury, after medical examination in accordance with Article 22, but subject to the provision of Article 26.
- 19.2** The Shipowner may terminate the employment of seafarer:
- a) by giving one month's written notice of termination to the seafarer;
 - b) if the seafarer has been found to be in serious default of his employment obligations in accordance with Article 21;
 - c) upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship;
- 19.3** A seafarer to whom this Agreement applies may terminate employment:
- a) for justified reasons, by giving one month's notice to the Shipowner;
 - b) when, during the course of a voyage it is confirmed that the spouse or, in the case of a single person, a parent, has fallen dangerously ill. This provision shall also be applied with regard to the partner of a seafarer provided that this partner has been nominated by the seafarer at the time of engagement as the seafarers next of kin;
 - c) if the ship is about to sail into a warlike operations area, in accordance with Article 17 of this Agreement;
 - d) if the seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration of trading pattern;
 - e) if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watchkeeping Convention (STCW) 1995, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships as supplemented by the Protocol of 1996 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a Ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;
 - f) if the ship has been arrested and has remained under arrest for 30 days;
 - g) if after any agreed grievance procedure has been invoked, the Shipowner has not complied with the terms of this Agreement;
- 19.4** A seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment in accordance with 19.2(a) and (c), 19.3(c), (d), (e), (f) and (g) above and Article 24.1. Provided however that if the seafarer's contract is otherwise due to expire within periods specified in Articles 19.2(a) and (c), 19.3(c), (d), (e), (f) and (g) above and Article 24.1 as applicable or period stipulated elsewhere in this Agreement, he/she shall be entitled to be paid basic wages for the unexpired period of the contract only.
- 19.5** It shall not be grounds for termination if, during the period of the agreement, the Company transfers the seafarer to another vessel belonging or related to the same Shipowner/manager, on the same rank and wages and all other terms, if the second vessel is engaged on the same or similar voyage patterns. There shall be no loss of earnings or entitlements during the transfer and the Shipowner shall be liable for all costs and subsistence for and during the transfer.
- 19.6** The seafarer's employment shall terminate with immediate effect:
- a) if he absents himself from the ship without authorised leave, or
 - b) on the date of sign off if the seafarer decides, for his own reasons, to visit and/or reside in any other place prior to returning to his place of engagement, in which case the Company, Shipowner and the agent shall not in any way be liable for death or disability claims or any other claims arising directly or indirectly from the decision of the seafarer and the Shipowner's and/or Company's responsibility shall be limited solely to providing an airline ticket to the seafarer to cover his repatriation from the port of disembarkation to the place of engagement.

Article 20: Repatriation / Embarkation

- 20.1** Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.
- 20.2** During repatriation for normal reasons, the Shipowner shall be liable for the following costs until the seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:
- a) payment of basic wages;
 - b) the cost of accommodation and food;
 - c) reasonable personal travel and subsistence costs.
 - d) transport of the seafarer's personal effects as per Article 18.5 above.
- 20.3** A seafarer shall be entitled to repatriation at the Shipowner's expense on termination of employment as per Article 19 except where such termination arises under Clause 19.2(b) & 19.6(a)
- 20.4** The provisions of Articles 20.1, 20.2 and 20.3 shall also apply to seafarers travelling to join the vessel.

Article 21: Misconduct

- 21.1** The Shipowner may terminate the employment of a seafarer following a serious default of the seafarers employment obligations which gives rise to a lawful entitlement to dismissal, provided that the Shipowner shall, where possible, prior to dismissal, give written notice to the seafarer specifying the serious default which has been the cause of the dismissal. Formal procedures covering shipboard discipline are separately detailed under Article 36 of this Agreement.
- 21.2** In the event of the dismissal of a seafarer in accordance with this clause, the Shipowner 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 Shipowner as are directly attributable to the seafarers proven misconduct. Such costs do not, however, include the costs of providing a replacement for the dismissed seafarer.
- 21.3** For the purpose of this Agreement, refusal by any seafarer to obey an order to sail the ship shall not amount to a breach of the seafarers employment obligations where:
- a) the ship is unseaworthy or otherwise substandard as defined in Clause 19.3 e);
 - b) for any reason it would be unlawful for the ship to sail;
 - c) the seafarer has a genuine grievance against the Shipowner/Company in relation to the implementation of this Agreement and has complied in full with the terms of the Shipowner's/Company's grievance procedure; or
 - d) the seafarer refuses to sail into a warlike area.
- 21.4** The Shipowner shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breaches of employment obligations and with seafarers complaints or grievances. The procedures shall allow seafarers to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.
- 21.5** The seafarer agrees to comply with the Company's, Shipowner's and/or agent's quality management policies and procedures for the safe and efficient running of the ship.

Article 22: Medical Attention

- 22.1** A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies. He shall conform to the law of the country applicable in ports of call concerning vaccination, inoculation and any other health requirements to enable the ship to obtain port health clearance. He will observe precautions against sickness as requested by the Master, and take medicines as prescribed. Emergency dental services shall be provided to the seafarer. Such services comprising extraction, amalgam filling, x-ray and general attention and care of mouth infections shall be performed only by licensed dentists appointed by the Shipowner. The Shipowner will bear the costs of such services. Artificial aids and cosmetic dental treatment like gold filling, porcelain caps, etc. are excluded under these provisions.
- 22.2** A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the Shipowner's expense for as long as such attention is required or until the seafarer is repatriated, pursuant to Article 20, whichever is the earlier.

- 22.3** A seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the Shipowner's expense:
- a) in the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports;
 - b) in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with clause 25 concerning permanent disability;
 - c) in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 22.3 (a), they may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended.
- Provided however, that the seafarer reports as soon as possible upon repatriation to the agent's manning agent who will arrange medical attention promptly. Where the nature of sickness or injury inhibits the seafarer from reporting to the manning agent it is incumbent upon the seafarer to notify them in writing accordingly so that alternative arrangements can be made for medical treatment. Failure by the seafarer to avail himself of the treatment offered will release the Shipowner from any liability to the seafarer in respect thereof.
- 22.4** Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.

Article 23: Sick Pay

- 23.1** When a seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages plus guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the Shipowner's expense as specified in Article 20.
- 23.2** Thereafter the seafarers shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- 23.3** However, in the event of incapacity due to an accident (other than self-inflicted injuries or injuries caused by the willful act of the seafarer) the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with clause 25.2 concerning permanent disability, provided however, that the seafarer reports as soon as possible upon repatriation to the agent's manning agent as prescribed in Article 22.3 (c) above.
- 23.4** Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.

Article 24: Maternity

- 24.1** In the event that a crewmember becomes pregnant during the period of employment:
- a) the seafarer shall advise the master as soon as the pregnancy is confirmed;
 - b) the Shipowner 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 a vacancy be available, provided her certificates and competency skills have been upgraded according to current regulations.

Article 25: Disability

- 25.1** A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the Shipowner regardless of fault, including accidents occurring while travelling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, but excluding permanent disability due to willful acts, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.

- 25.2** The disability suffered by the seafarer shall be determined by a doctor appointed by the Company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties. The percentage degree of permanent disability suffered by the seafarer shall be determined by Company's approved doctor and in accordance with the scale in Box 12. The Shipowner shall pay that proportion of maximum disability compensation applicable to the rank of the seafarer corresponding to the percentage degree of disability so established.
- 25.3** The Shipowner shall provide disability compensation to the seafarer in accordance with Boxes 10A and 10B for officers and in Box 11 for ratings, with any differences, including less than 10 % disability, to be pro rata.
- 25.4** A seafarer whose disability, in accordance with 25.2 above is assessed at 50% or more shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50 % disability but certified as permanently unfit for further sea service in any capacity by the Company-nominated doctor, shall also be entitled to 100 % compensation. Any disagreement as to the assessment or entitlement shall be resolved in accordance with clause 25.2 above.
- 25.5** Any payment effected under 25.1 to 25.4 above, shall be without prejudice to any claim for compensation made in law, but shall be deducted from any settlement in respect of such claims.
- 25.6** Shipowners, in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a valid claim arises, payment should be made promptly and in full, and there should be no pressure by the shipowner or by the representative of the insurers for a payment less than the contractual amount due under this Agreement. Where, the nature of the personal injury makes it difficult for the shipowner to make a full payment of the claim, consideration to be given to the payment of an interim amount so as to avoid undue hardship.

Article 26: Loss of Life - Death in Service

- 26.1** If a Seafarer dies through any cause whilst in the employment of the Shipowner including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, but excluding death due to willful acts, the Shipowner shall pay the sum specified in Box 13 to a nominated beneficiary and the sum specified in Box 14 to each dependent child up to a maximum of as specified in Box 16 under the age specified in Box 15. The Shipowner shall also transport at its own expense the body to Seafarer's home where practical and at the families' request and pay the cost of burial expenses. If the Seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer.
- 26.2** Any payment effected under this clause shall be without prejudice to any claim for compensation made in law but shall be offset against any such payments.
- 26.3** For the purpose of this clause a seafarer shall be regarded as "in the employment of the Shipowner" for so long as the provisions of Articles 22 and 23 apply and provided the death is directly attributable to sickness or injury that caused the seafarer's employment to be terminated in accordance with Article 19.1 b).
- 26.4** The provisions of Article 25.6 above shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.
- 26.5** If a Seafarer goes missing at sea, whilst in the employment of the Shipowner, including missing by accident or as a result of marine or other similar peril, but excluding missing due to an act of suicide, or a disappearance in port, the Shipowner shall pay the same amounts as specified for Loss of Life-Death in Service in Box 13 to a nominated beneficiary and the sum specified in Box 14 to each dependent child up to a maximum of as specified in Box 16 under the age specified in Box 15. 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.

Article 27: Insurance Cover

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

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

- 28.1** The Shipowner shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the ILO Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention.
- 28.2** Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 19.3 emergencies.
- 28.3** 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.
- 28.4** All stores and provisions are for use and consumption on board the ship and any unused or unconsumed stores and provisions remain the property of the Shipowner. If the seafarer takes ashore, sells or destroys such stores or provisions he shall be subject to disciplinary action and liable for the full cost of the stores and provisions.
- 28.5** The seafarer shall keep his accommodation and common areas and washrooms clean, tidy, and ready for inspection by the Master or the officer deputed for this purpose. Prior to disembarkation, the seafarer shall leave his quarters in a clean and orderly condition to the satisfaction of the Master or the deputed officer. The effort/work thus involved does not qualify for overtime payment.

Article 29: Personal Protective Equipment

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

Article 30: Shipboard Safety Committee

- 30.1** The Shipowner shall facilitate the establishment of an on board Safety and Health Committee, in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Ship at Sea and in Port, and as part of their safety-management system as per the requirements of the ISM Code.
- 30.2** The Shipowner shall provide a link between the Shipowner 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 Shipowner shall also designate an on board competent safety Officer who shall implement the Shipowner safety and health policy and program and carry out the instructions of the Master to:
- a) improve the crew's safety awareness;
 - b) investigate any safety complaints brought to her/his attention and report the same to the Safety and Health Committee and the individual, where necessary;
 - c) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
 - d) carry out safety and health inspections.
- 30.3** The Shipowner acknowledges the right of the crew to elect a safety representative to the on board Safety and Health Committee. Such a representative shall be entitled to the same protections as the liaison representative as provided for in 31.5 below.

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

- 31.1 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. Social Welfare and other contributions payable if any, whether from the seafarer or the Shipowner are detailed in Part I [Boxes 17, 18, 19, & 20]
- 31.2 The Shipowner shall arrange to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the relevant Union.
- 31.3 The Shipowner shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- 31.4 The Shipowner acknowledges the right of seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Conventions Nos. 87 and 98.
- 31.5 The Shipowner acknowledges the right of the seafarers to elect a liaison representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the seafarer's duties as a liaison representative unless the Union has been given adequate notice of the dismissal and the agreed Grievance procedure has been observed.

Article 32: Equality

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

Article 33: Waivers and Assignments

- 33.1 The Shipowner 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 Shipowner, their servants or agents any wages (including backwages) or other emoluments due or to become due to the seafarer under this Agreement and the Shipowner agrees that any such document already in existence shall be null and void and of no legal effect.

Article 34: Seafarers' Employment Promotion Fund

- 34.1 The Shipowner shall remit US\$10 per seafarer per month to the Seafarers' Employment Promotion Fund (SEPF) in order to meet the objectives as agreed at the IBF.

Article 35: Amendment of the Agreement

- 35.1 This agreement shall commence and remain in effect as provided in Part I.

36. FORMAL PROCEDURES RELATING TO ON BOARD DISCIPLINE AND ADHERENCE TO EMPLOYMENT OBLIGATIONS

1 - GENERAL GUIDELINES

Disciplinary procedures are designed to emphasise and encourage improvement in an individual's conduct and performance as well as to ensure the safe and efficient operation of the Ship.

The following guidelines should be read in conjunction with disciplinary procedures embodied in the terms and conditions of employment for a particular nationality and the relevant flag state requirements.

2 - DEALING WITH DEFAULT OF EMPLOYMENT OBLIGATIONS

A Seafarer who is alleged to have committed an act of default of employment obligations or deemed to be under performing will be seen in the first instance by the Chief Officer or Chief Engineer (as appropriate). If the head of department is satisfied that no further action is required, or that an act of misconduct did occur, and calls for no more than an informal warning, then he should proceed accordingly. In the case of under-performance, it may be that additional training will provide the most effective solution.

If the offence is of a more serious nature (see 3 below) or is a repetition of similar minor offences, then the case must be referred to the Master. In dealing with such an offence the Master should observe the following general guidelines:

- i) Cases referred to the Master should be handled with the minimum of delay.
- ii) The Master should convene a hearing and a thorough investigation carried out. This will include, where necessary, the calling of any witnesses and the recording of their statements.
- iii) The head of department should be present at a disciplinary hearing and the Seafarer has the right to be accompanied by a colleague who may advise him and speak on his behalf.
- iv) After a careful and thorough investigation and having considered all the evidence, the Master will verbally inform the Seafarer whether or not he finds that he has committed the offence(s) in question.
- v) Depending on the findings, the Master may dismiss the case, or issue a FORMAL WARNING FOR MISCONDUCT OR INEFFICIENCY FORM and/or dismiss the Seafarer from the Ship.
- vi) Details of an offence and the action taken will be recorded in the Ship's Official Log Book.
- vii) The Seafarer shall be given a copy of all entries made in the log book relating to the offence(s) for which he is subject to disciplinary action and should acknowledge receipt.
- viii) If the Seafarer declines to acknowledge receipt, then a subsequent entry is made in the Ship's Official Log Book which must be witnessed by another senior officer and, if possible, by another seafarer of the same nationality.

3 - SERIOUS DEFAULT OF EMPLOYMENT OBLIGATIONS

The Owner considers the following to be serious default of employment obligations that may lead to dismissal from the Ship if proved, to the reasonable satisfaction of the Master, to have been committed:

- i) Assault.
- ii) Wilful damage to the Ship or any property on board, or unauthorised disposal of Ship's property for personal gain.
- iii) Theft or possession of stolen property.
- iv) Possession of weapons or explosives.
- v) Persistent or wilful failure to perform duty.
- vi) Unlawful possession, consumption and/or distribution of drugs.
- vii) Consumption and/or bringing on board alcohol in violation of the Company's Alcohol policy.
- viii) Conspiring with others at sea to impede the progress of the voyage or navigation of the Ship.
- ix) To be asleep on duty or failure to remain on duty if such conduct would prejudice the safety of the Ship or any person on board.
- x) To be under the influence of alcohol or drugs whether on or off duty to the extent that the safety of the Ship or any person on board is prejudiced.
- xi) To smoke, use naked light or an unapproved electric torch in any part of the Ship carrying dangerous cargo or stores where smoking or the use of naked lights or unapproved torches is prohibited.
- xii) Intimidation, coercion and/or interference with the work of other employees.
- xiii) Behaviour which seriously detracts from the safe and/or efficient working of the Ship.
- xiv) Causing or permitting unauthorised persons to be on board the Ship whilst at sea.
- xv) Repeated acts of default of employment obligations, incompetence or negligence of a lesser degree after one or more warnings have been issued.
- xvi) Abetting or conniving with others to smuggle or misdeclaration of, or failure to declare articles leading to seizure and/or fine to the Ship.
- xvii) Absence from the Ship without authorised leave, or assisting others to so absent themselves without authorised leave.
- xviii) Being left behind by the Ship.

4 - CONDUCT IN EMERGENCIES

In an emergency or other situation in which the safety of the Ship or of any person on board is at stake the Master, officers and senior ratings are entitled to look for immediate and unquestioning obedience of orders. There can be no exception to this rule. Failure to comply will be treated as among the most serious default of employment obligations and will lead to the offender's dismissal from the Ship at the first opportunity. Under certain flag legislation such an act of default of employment obligations may also lead to prosecution.

