

COLLECTIVE AGREEMENT

Application

§1

1.1 This Agreement sets out the standard terms and conditions applicable to all seafarers serving on any ship listed in [Annex I](#) in respect of which there is in existence a Special Agreement made between ITF (International Transport Workers' federation) and (the Company).

1.2 The words "seafarer", "ship", 'Special Agreement', "union", "ITF" and "company" when used in this Agreement shall have the same meaning as in the Special Agreement. Furthermore, "seafarer" means any person who is employed or engaged or works in any capacity on board vessel/s to whom this collective bargaining agreement applies and excluding persons providing non-scheduled or ancillary services to a ship to assist it in its maritime voyage such as, inter alia, shore based staff, bunker crew, pilots.

"MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.

"company" means the Person stated at 1.1

1.3 Each seafarer, in accordance with 1.1 above, shall be covered by the Agreement with effect from the date on which they are engaged until the date on which they sign off or if later the date until which, in accordance with this Agreement, the company is liable for the payment of wages.

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, which they declare to hold.

2.2 The company shall be entitled to require that any seafarer shall have a satisfactory pre-employment medical examination, at company expense, by a company-nominated doctor and that the seafarer answer faithfully any questionnaire on their state of health, which may be required. Failure to do so may affect the seafarer's entitlement to compensation as per Articles 21,22,23, 24 and 25.

2.3 The Company who are direct employers or who use seafarers recruitment and placement services shall ensure, as far as practicable, that the standards laid down in the MLC are met including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the seafarers for finding employment, the right for seafarers to inspect their employment agreements 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 seamen's employment contract attached as [ANNEX 7](#).

Non-Seafarers Work

§3

3.1 Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company 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 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 unlashings.

3.2 Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Company shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Company will not take any punitive measures against any seafarer who respects such 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.

Duration of Employment

§4

4.1 All Senior Officers, said to be Master, Ch. Engineer, Ch. Officer and 1st Engineer of the vessel shall be engaged for 4 (four) months while rest of officers and crew shall be engaged for 6 (six) months. Such period may be extended or reduced by 45 days 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.

Hours of Duty

§5

5.1 The normal hours of duty shall be eight hours per day from Monday to Friday inclusive.

Overtime

§6

6.1 Any hours of duty in excess of the 8 (eight) shall be paid for by overtime, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the category concerned and the weekly working hours ([Annex 2](#)).

6.2 At least 160 (one hundred and sixty) hours guaranteed overtime shall be paid monthly to each seafarer. Master of the ship is obliged not to allow any seafarer to work in excess of 160 hours overtime.

6.3 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.

6.4 Such record shall be handed to the seafarer for approval every month.

Both copies must be signed by the Master and/or Head of the Department as well as by the seafarer, after which the record is final. One copy shall be handed over to the seafarer.

6.5 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.

Holidays

§7

7.1 For the purpose of this Agreement the days listed in [Annex 3](#) shall be considered as holidays at sea or in port.

Rest Periods

§8

8.1 Each seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.

8.2 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.

8.3 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.

8.4 The company shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.

8.5 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.

8.6 A short break of less than 30 minutes will not be considered as a period of rest.

8.7 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.

8.8 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.

8.9 Records of seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

Wages

§9

9.1 The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scales ([ANNEX 2](#)) and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the seafarer.

9.2 The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, not later than the 1st day of the forthcoming month together with an account of their wages.

9.3 Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.

9.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.

9.5 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

§10

10.1 Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of not less than 80% of their net wages, after allowing for any deductions as specified in Article 9. It is the seafarer to appoint beneficiary and bank account where allotments shall be remitted.

10.2 The seafarer, at the time of signing the Seafarer's Employment Contract shall specify in writing the beneficiary details and exact bank account where allotment is to be remitted on monthly bases.

10.3 The company shall arrange transfer of seafarers allotments to bank accounts as specified in 10.2 within 10th day of forthcoming month..

Leave

§11

11.1 Each seafarer shall, on the termination of employment for whatever reason, be entitled to payment of 7 days' leave for each completed month of service and pro rata for a shorter period.

11.2 Payment for leave shall be at the rate of Basic wages applicable at the time of termination plus a daily allowance as specified in [ANNEX 2](#).

11.3 The company shall arrange advanced payment of any earned leave period on a monthly bases thus enabling the timely growth of seafarer's monthly net wage and more favorable allotment amount. Despite of advanced monthly payments a seafarer taking annual leave may only be recalled two months from date his/her signing off and in cases of extreme emergency and with the seafarer's consent.

Subsistence Allowance

§12

12.1 When food and/or accommodation is not provided on board the company shall be responsible for providing food and/or accommodation of suitable quality.

Watch-keeping

§13

13.1 Watch-keeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.

13.2 It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on day work.

13.3 While watch-keeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant national and international rules and regulations, and, in addition, whenever deemed necessary by the master or officer of the navigational watch.

13.4 The Master and Chief Engineer shall not normally be required to stand watches.

Manning

§14

14.1 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 the applicable standards laid down in Resolution A.890(21) of the International Maritime Organization.

The company shall ensure there is a trained and certified cook at all times on board as per requirements of Maritime Labor Convention 2006 and In circumstances of exceptional necessity a non-fully qualified cook may serve for a period not exceeding one month.

The 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;

Shorthand Manning

§15

15.1 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.

Service in Warlike Operations Areas/High Risk Areas

§16

16.1 The Employer shall inform the crews about the warlike operations areas, for which additional insurance is required, placing the last edition of Joint War Committee regarding Hull War, Piracy, Terrorism and Related Perils Listed Areas on a prominent place.

16.2 Upon being informed of the vessel's course of trading, the seafarer has the right to refuse work on board a vessel, trading in one of the regions, listed in the last edition of Joint War Committee, in case the percentage of additional premium for coverage in such region, as announced on the London market, exceeds 0.1 percent. Such refusal must be timely submitted to the master in writing. In such case the company shall repatriate the seafarer at company's expenses. Such refusal of the seafarer to work in warlike operations area shall have no negative consequences for him and shall not be entered in his service record.

16.3 For duties in regions, listed in the last edition of Joint War Committee, the company shall pay the seafarer from foreign-going ship a bonus equal to 100% of the basic wage for the durations of the ship's stay in such area – subject to a minimum of 5 days pay, in case the percentage of additional premium for coverage in such region, as announced on the London market is over 0.3%, or another, lower percentage, specified by the company.

16.4 The percentage of the additional premium depends on the specificity of the region, and the period includes also the day of entering/leaving the warlike operations area of the respective country.

16.5 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 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. 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.

Crew's Effects

§17

17.1 When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding or collision, excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the company compensation up to a maximum specified in [Annex 4](#).

17.2 The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.

17.3 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 Employment

§18

18.1 The employment shall be terminated:

- a. upon the expiry of the agreed period of service identified in [Article 4](#);
- b. when signing off owing to sickness or injury, after medical examination in accordance with [Article 21](#).

18.2 The company may terminate the employment of a seafarer:

- a. by giving one month's written notice to the seafarer;
- b. If the seafarer has been found to be in serious default of his employment obligations in accordance with [Article 20](#);
- c. upon the total loss of the ship, or upon the sale of the ship.

18.3 A seafarer to whom this Agreement applies may terminate employment:

- a. by giving one month's written notice of termination to the Company or the Master of the ship;
- 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 16](#) of this Agreement;

d. if after any agreed grievance procedure has been invoked, the company has not complied with the terms of this Agreement;

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 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;

f. if the ship has been arrested and has remained under arrest for 30 days;

18.4 A seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment in accordance with 18.2(a) and (c), 18.3(d), (e), (f) and (g) above and Article 23.1.

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

Repatriation

§19

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

19.2 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 date of arrival at seafarer's home country;
- b. the cost of accommodation and food;
- c. reasonable personal travel and subsistence costs during the travel period;
- d. transport of the seafarer's personal effects up to the amount allowed free of charge by the relevant carrier agreed with the company.

19.3 A seafarer shall be entitled to repatriation at the company's expense on termination of employment as per Article 18 except where such termination arises under Clause 18.2(b).

Misconduct

§20

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

20.2 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.

20.3 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 18.3 (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.

20.4 In cases where any kind of ship property is damaged or destroyed deliberately by seafarer

Medical Attention

§21

21.1 A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies.

21.2 A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the company's expense for as long as such attention is required or until the seafarer is repatriated pursuant to Article 19, whichever is the earlier.

21.3 A seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the company's expense:

- a. in the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports;
- b. in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with clause 24.2 concerning permanent disability.
- c. in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 21.3 (a), they may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended

21.4 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.

21.5 In the case of a seafarer repatriated unfit as a result of sickness or injury due to his own wilful act the company shall be entitled to recover from that seafarer's balance of wages the costs involved for medical treatment and repatriation. In such cases seafarer will not be entitled Sick Pay as specified in Article 22

Sick Pay

§22

22.1 When a seafarer is landed at any port because of sickness or injury a pro rata payment of their basic wages shall continue until they have been repatriated at the company's expense as specified in Article 19.

22.2 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.

22.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with clause 24.2 concerning permanent disability .

22.4 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 seafarer and the decision of this doctor shall be final and binding on both parties.

Maternity

§23

23.1 In the event that 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 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.

Disability

§24

24.1 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.

24.2 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.

24.3 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.

Degree of Disability	Rate of Compensation		
	Percentage (%)	Ratings	Junior Officers
100	93 154	124 205	155 257
75	69 866	93 154	116 443
60	55 892	74 523	93 154
50	46 577	62 103	77 628
40	37 262	49 682	62 103
30	27 946	37 626	46 577
20	18 631	24 841	31 051
10	9 315	12 421	15 526

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

24.4 A seafarer whose disability, in accordance with 24.2 above is assessed at 50% or more under the attached ANNEX 6 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 24.2 above.

24.5 Company, in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the 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.

Loss of Life – Death in Service

§25

25.1 If a Seafarer dies through any cause whilst in the employment of the Company excluding death due to seafarer's own wilful act and 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 [ANNEX 4](#) to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18. The Company shall also transport at its own expense the body to Seafarer's home where practical and at the families' request and pay the cost of burial expenses. If the Seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer. For the purpose of this clause a seafarer shall be regarded as "in employment of the company" for so long as the provisions of Articles 21 and 22 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 18.1 b).

25.2 The provisions of Article 24.5 above shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.

Insurance Cover

§26

26. 1 The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement.

Food, Accommodation, Bedding, Amenities etc.

§27

27.1 The Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in ILO Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention.

27.2 In addition, the company shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment shall be of good quality.

27.3 The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.

27.4 Seafarers will have access to free call on a one-off basis linked to compassionate circumstances as per Article 18.3 emergencies.

Personal Protective Equipment

§28

28.1 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.

28.2 The company will supply the crew with appropriate personal protective equipment for the nature of the job.

28.3 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.

28.4 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.

28.5 Seafarers should use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the company and any registered misuse by the seafarer will be dealt with in accordance with 20.1.

Shipboard Safety Committee

§29

29.1 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.

29.2 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

29.3 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 30.5 below.

Membership Fees, Welfare Fund and Representation of Seafarers

§30

30.1 In order to be covered by this agreement, all seafarers shall be members of the Bulgarian Seamen's Syndicate affiliated to the ITF.

30.2 The Company shall arrange subject Seafarer's agreement to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the Bulgarian Seamen's Syndicate.

30.3 The Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.

30.4 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.

30.5 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.

Equality

§31

31.1 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.

Waivers and Assignments

§32

32.1 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.

Breach of the Agreement

§33

33.1 If the Company breaches the terms of this agreement the ITF or the union, for itself or acting on behalf of the seafarers, and/or any seafarer shall be entitled to take such measures against the company as may be deemed necessary to obtain redress.

Amendment of the Agreement

§34

34.1 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

§35

35.1 This Agreement shall enter into force on __.__.2013 and shall terminate on __.__.2016

Signed on behalf of the ITF
Bulgarian Seamen's Syndicate:

Signed on behalf of the Company :

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ANNEX 1

LIST OF VESSELS:

1. Name of ship:	"SAKAR"
Distinctive number of letters:	9HTC4
Port of Registry:	Valleta
Date of registry:	18 July 1985
Gross tonnage:	13,957
IMO number:	9104811
Type of ship:	Bulk Carrier

ANNEX 2

Rank	Basic wage	Guaranteed Overtime	Overtime rate	Social security allowance	Leave Pay (7 days)	Bulk Allowance	Leave Subsistence (\$18)	TOTAL
1	2	3	4	5	6	7	8	9
Master	2915	3365	21.03	65	680	1100	126	8251
Chief engineer	2810	3243	20.27	65	656	1100	126	8000
Chief officer	2110	2435	15.22	65	492	850	126	6078
1st engineer	2110	2435	15.22	65	492	850	126	6078
2nd officer	1430	1650	10.31	65	334	300	126	3905
2nd engineer	1430	1650	10.31	65	334	300	126	3905
El. Engineer	1800	2077	12.98	65	420	800	126	5288
3th officer	1325	1530	9.56	65	309	250	126	3605
3th engineer	1325	1530	9.56	65	309	250	126	3605
Junior Deck Officer	450	520	3.25	65	105	100	126	1366
Junior Eng. Officer	450	520	3.25	65	105	100	126	1366
Junior Elect. Officer	500	578	3.61	65	117	200	126	1586
Electrician	880	1016	6.35	65	205	350	126	2642
Deck boatswain	680	784	4.9	65	159	200	126	2014
Donkeyman/fitter	680	784	4.9	65	159	200	126	2014
Cook	680	784	4.9	65	159	200	126	2014
Able seaman	635	733	4.58	65	148	100	126	1807
Motorman	635	733	4.58	65	148	100	126	1807
Ordinary seaman	440	507	3.17	65	103	100	126	1341
OS/STW	455	525	3.28	65	106	100	126	1377
Wiper	400	462	2.89	65	93	100	126	1246
Deck Boy	350	403	2.52	65	82	100	126	1126
Catering Boy	350	403	2.52	65	82	100	126	1126

ANNEX 3

NATIONAL HOLIDAYS - 2013

<u>DATE</u>	<u>NAME</u>	<u>REMARK</u>
January 1	New Year's Day	
March 3	Liberation Day	Liberation from Ottoman rule
May 1	Labour Day	
May 3	Easter	Orthodox Good Friday
May 4	Easter	Orthodox Holy Saturday
May 5	Easter	Orthodox Easter
May 6	St. George's Day	Day of Bulgarian Army
May 24	Bulgarian Education and Culture And Slavic alphabet Day	Celebrating Bulgarian culture and Cyrillic alphabet
September 6	Union Day	Union of Bulgaria and Eastern Romelia
September 22	Independence Day	Independence from Ottoman Empire
December 24	Christmas Eve	
December 25	Christmas Day	
December 26	Second Day of Christmas	

ANNEX 4

Schedule of Cash Benefits

Article 25

Compensation for Loss of Life:

1. to immediate next of kin: \$93,154
2. to each dependent child under the age of 18 (subject to a maximum of 4): \$18,631

Article 11

Leave:

Daily allowance whilst on paid leave: US\$18

Article 17

Crew's Effects:

Maximum: US\$ 3,000, which includes cash up to \$300.

Article 30

Membership Fees, Welfare Fund and Representation of Seafarers:

Company's deducted from every Seafarers wage and transferred on specified by Bulgarian Seamen's Syndicate bank account Membership fees in amount of 1% pro rata from the Total salary (Annex 2) and 15 USD monthly additional fees.

Company's contribution to the Bulgarian Seamen's Syndicate in respect of entrance fees US\$120

Company's contribution to the ITF Seafarers' International Assistance, Welfare and Protection Fund:

US\$ 250 per position per year

ANNEX 5

ITF Policy on Manning of Ships

1. The basic principles involved in arriving at manning requirements should be considered prior to considering the numbers of each type of Officer or Rating that might be required. The following basic concepts have a bearing on manning:

Recognition and Development Criteria

Essential to the Task of Defining Manning Requirements

2. Among the criteria which have traditionally been used for this purpose are the following:

- a) trading area (e.g. home trade [A1], middle trade [A2], world-wide trade [A3 and A4])
- b) number, size and type of main propulsion units (HP/KW, diesel or steam) and auxiliaries
- c) tonnage (GT)
- d) safety of voyage between ports (e.g. duration of voyage, nature of voyage)
- e) construction and technical equipment of Ship
- f) catering needs
- g) sanitary regulations
- h) watchkeeping arrangements
- i) responsibilities in connection with cargo handling in port
- j) medical care aboard Ship

Further Criteria

3. As a result of the social evolution and the changes that have taken place within the shipbuilding and shipping industries and in particular in view of the increasing importance of social aspects in shipboard employment there are further criteria governing the manning of Ships. Consequently, the following factors should be added to those listed in paragraph. 2 a)-j) above:

- a) Safe watchkeeping requirements and procedures
- b) Provisions regarding working hours
- c) The maintenance function as it relates to:
 - i) Ship machinery and support equipment
 - ii) radio-communications and radio-navigation equipment
 - iii) other equipment (including cargo support and handling equipment) and
 - iv) navigation and safety equipment
- d) The human complement necessary to ensure that while malfunctioning automatic and remote control equipment is being repaired the function of the controlled equipment will still be available to the vessel, on a manual basis
- e) Peak workload situations
- f) The human endurance/health factor (manning must never fall below the level at which the Seafarers' right to good health and safety is jeopardised)
- g) Adequate manning to ensure that the Ship's complement can cope with on-board emergencies
- h) Adequate manning to ensure that the Ship can assist other Ships in distress
- i) On-board training requirements and responsibilities
- j) Responsibilities flowing from the need for environmental protection
- k) Observance of industrial safety and Seafarer's welfare provisions
- l) Special conditions generated by the introduction of specialised Ships
- m) Conditions generated by the introduction of hazardous cargoes which may be explosive, flammable, toxic, health-threatening or environment-polluting
- n) Other work related to safety aboard the Ship
- o) Age and condition of Ship

Operational and Maintenance Activities

4. Shipboard activities that must be carried out so that the operation and maintenance of the Ship and its equipment shall not pose hazards to the lives of Seafarers and Passengers, to property or to the environment. These activities include the functions carried out by the following departments:

- a) Deck Department
- b) Engine Department
- c) Radio Department
- d) Catering Department

Three-Watch System (based on an 8 hour Working Day)

5. This system shall be applied to the deck and engine departments in all seagoing Ships. Neither the Master nor the Chief Engineer shall be required to stand watches, and shall not be required to perform non-supervisory work.

6. The number of qualified personnel on board Ships shall be at least such as to ensure compliance with the 1978 International Convention on Standards of Training, Certification and Watch-keeping for Seafarers and the IMO Assembly Resolution on Principles of Safe Manning A.890(21) as amended by A.955(23).

Safety and Hygiene

7. Furthermore, it will be necessary to pay due attention to the contribution of the catering personnel towards the overall safety and hygiene of Ships.

Interlinkage of Shipboard Activities

8. The fact that all shipboard activities are interlinked must be the guiding principle governing the manning considerations set forth under "Further Criteria" above. For example, safe navigation cannot be undertaken if propulsion equipment, steering gear, radio-navigation or radio-communication equipment are malfunctioning. Similarly the health of those aboard will determine their availability to function in the optimum manner necessary for the safe operation of the Ship. Sea going Ships shall carry a competent person in charge of medical care on board, in line with Regulation VI/4 (Mandatory minimum requirements relating to medical first aid and medical care) of the 1978 STCW Convention and the applicable Sections of the STCW Code, Parts A and B.

The Network Factor

9. The "network" factor, i.e. the fact that all Ships are interdependent upon one another for mutual assistance must be kept in mind in considering manning requirements. The planning must be adequate to ensure the capability of the Ship to go to the aid of a Ship in distress. Accordingly, there must be reliable radio-communications for alerting purposes to describe its plight and what assistance it requires and for co-ordinating assistance for the Ship in distress. There must be sufficient competent manpower on board each Ship to handle the Ship's own lifeboats in a safe and efficient manner to participate in other life-saving procedures.

Conclusion

10. Minimum manning requirements does not mean the minimum number in the sense of the fewest tolerable, but means the minimum number that will be adequate for the safety of the Ship, crew and passengers, property and the environment at all times.

11. Every vessel shall be sufficiently manned for the purpose of preventing excessive strain upon the crew and avoiding or minimising as far as practicable the working of overtime.

12. It is the firm view of the ITF that all the above matters must be fully considered as a prerequisite to considering manning requirements on a numerical basis and guidelines formulated in accordance therewith.

Manning Scales

13. The company shall take every effort to man vessel/s as close as possible to the proposed manning scale.

14. In negotiations with Owners and national administrations ITF affiliates shall also take into consideration the principles set out in the above ITF policy on manning of Ships.

Proposed manning scale for a cargo Ship “.....” trading world-wide

- 1 Master
- 3 Deck Officers
- 1 Bosun
- 2 A.B.s*)
- 1 O.S./Junior/Entry Rating
- 1 Chief Engineer
- 2 Engineer Officers**)
Electrician/Electrical Engineer Officer/Junior Electrical engineer
- 1 Officer/Repairman
- 1 Repairman
- 2 Engine Room Rating**)
- 1 Junior Engine Room/Entry Rating
- 1 Radio Officer
- 1 Chief Steward/Cook
- 1 Steward/Catering boy

Total: 17-20 One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

*) One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.

**) At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and one Engine Room Ratings, one of which may be a Junior/Entry Rating.

ANNEX 6

ANNEX 7

SEAFARER'S EMPLOYMENT CONTRACT

This Employment Contract is entered into between the Seafarer and the Employer/Този договор се сключва между Моряка и /Работодателя

THE SEAFARER

Surname/Фамилия:	First and Middle Names/Лично и бащино име:
Full home address/Домашен Адрес:	
Capacity in which the Seafarer is employed/Длъжност, на която се наема Моряка:	Medical certificate issued on/Медицинско свидетелство, издадено:
Nationality/Националност:	Passport no/Паспорт №:
Date and place of birth, Personal number /дата и място на раждане, ЕГН:	Seaman's book no/ Моряшка книжка №:
Name, address, date of birth of next of kin, Relation/Име, адрес, дата на раждане на прекия наследник, роднинска връзка	Phone/Телефон

THE EMPLOYER/РАБОТОДАТЕЛ

Name, IMO ID No /Име, ИМО Идент. №:
Address/Адрес:

THE SHIP/КОРАБ

Name/Име:	IMO No/ ИМО№:
Flag/Флаг:	Port of registry/Пристанище на регистрация:

TERMS OF THE CONTRACT

Period of employment/Период на наемане:	Wages from and including Възнаграждения от и включително:	Basic hours of work per week Нормално работно време на седмица:
Basic monthly wage:	Monthly overtime/извънреден труд на месец :	Monthly Social security allowance/ДТВ за соц. осигуряване:
Leave: Number of days per month:	Monthly leave pay:	Monthly subsistence allowance on leave:
Bulker Allowance/ДТВ за работа на кораб:	Monthly bonus/Месечен бонус:	Total wages:
Repatriation/Репатриране: according to CBA between and Seamen's Syndicate dated/Съгласно КТД между и Моряшки синдикат от	Termination of the Contract and conditions thereof, including notice period/Прекратяване на договора и условия за прекратяване, включително период на предизвестие: 1 Month	

- | | |
|----|---|
| 1. | Health and social security protection benefits to be provided to the Seafarer including benefits in the event of death and disability, living conditions, provisions, medical care, unemployment in case of shipwreck, work in war zones and others conditions/Средства в полза на Моряка, предоставяни във връзка с опазване на здравето, и социалното осигуряване, включително обезщетения при смърт и неработоспособност, битови условия, храна, медицински грижи, безработица, в случай на коработрушение, работа във военни зони и други условия: according to CBA between and Seamen's Syndicate dated/Съгласно КТД между и Моряшки синдикат от |
| 2. | The Owner and Seamen's Syndicate jointly may vary the terms and conditions of the applicable CBA from time to time. Terms and conditions as so varied shall form part of this Contract with effect from the date of the Variation in place of the Terms and Conditions current immediately preceding the Variation |

Signature of Shipowner/Подпис на работодателя : Attested by/Удостоверяване, извършено от: Name/Signature/Име/Подпис:	Signature of Seafarer/Подпис на Моряка: Attested by/Удостоверяване извършено от: Name/Signature/Име/Подпис:
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I confirm that I have received a copy of NMB procedure 02/4/006 (On- board complaint handling procedure).I have read and agree with the job description.

/ Получих екземпляр от процедура NMB 02/4/006 (Процедура за разглеждане на жалби на борда на кораба) и се запознах с длъжностната характеристика.

I confirm that I have freely entered this Contract with a sufficient understanding of my rights and responsibilities, and I have been given an opportunity to review and seek advice on the agreement and the applicable Collective Bargaining Agreement as mentioned hereinabove before signing./ Потвърждавам, че сключвам доброволно настоящия договор, като разбирам в достатъчна степен правата и отговорностите, произтичащи от него, както и че ми е дадена възможност да се запозная и да потърся консултация във връзка с Договора и приложимия Колективен трудов договор, посочен по-горе, преди подписване.

I'm fully aware that this agreement shall be interpreted in accordance with the laws of Malta/Напълно съм запознат че условията на договора са съобразно законодателството на Малта.

Signature of Seafarer/Подпис на Моряка:

Attested by/Удостоверяване извършено от:

Name/Signature/Име/Подпис: