

**INTERNATIONAL BARGAINING FORUM (IBF)
THE MARITIME UNION OF INDIA (MUI)**

**COLLECTIVE BARGAINING AGREEMENT
FOR INDIAN OFFICERS 2010–2011**

Article 1: Application

- 1.1 This IBF Agreement sets out the standard terms and conditions applicable only to Officers serving on any ship owned or operated by a Company in membership with the Joint Negotiating Group in respect of which there is in existence an IBF Special Agreement.
- 1.2 This Agreement is deemed to be incorporated into and to contain the terms and conditions of employment of any Officer to whom this Agreement applies whether or not the Company has entered into an individual Contract of Employment with the Officer.
- 1.3 It is understood and agreed that nothing contained in this Agreement is intended to or shall be construed as to restrict in any way the authority of the Master.
- 1.4 The IBF Special Agreement required the Owners, inter alia to employ the Officers on the terms and conditions of an ITF approved Agreement, and to enter into individual contracts of employment with any Officer to whom this Agreement applies, incorporating the terms and conditions of an ITF approved Agreement. The Owners 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 "Officer", "ship", IBF Special Agreement, "MUI", ITF and "Company" when used in this Agreement shall have the same meaning as in the IBF Special Agreement. Furthermore, "Officer" refers to each Officer to whom this Agreement applies.
- 1.6 Each Officer, shall be covered by the Agreement with effect from the date on which they are engaged, whether they have signed Articles or not, until the date on which they sign off and/or the date until which, in accordance with this Agreement, the Company is liable for the payment of wages, whether or not any employment contract is executed between the officer and the

Company and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in this Agreement.

Article 2: Pre-Employment

- 2.1 Each Officer shall undertake to serve the Company competently and shall undertake that they possess, and will exercise, the skill commensurate with the certificates that they declare to hold.
- 2.2 The Company shall be entitled to require that any Officer shall have a satisfactory pre-employment medical examination, at Company expense, by a Company-nominated doctor and that the Officer answer faithfully any questionnaire on their state of health, which may be required. Failure to do so may effect the Officer's entitlement to compensation as per Articles 21, 22, 23, 24 and 25. The officer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination.
- 2.3 Companies who are direct employers or who use officers 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 officers for finding employment, the right for officers to inspect their employment agreements before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent officers from gaining employment for which they are qualified.
- 2.4 Each officer shall sign the Seafarer's Employment Contract.

Article 3: Probationary Service

- 3.1 The first 6 weeks of service during the first terms of employment with the Company shall be regarded as probationary and both the Officer and/or the Company shall be entitled to terminate the employment prior to the expiry of the contract during this period. In such event the cost of repatriation shall be the responsibility of the party who gives notice of termination but the compensation for premature termination of employment provided in Article 18 shall not apply.

Article 4: Non-Officers Work

- 4.1 Neither ship's Officers nor anyone else on board whether in permanent or temporary employment by the Company shall be required or induced to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or Unions concerned and provided that the individual officers 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 When a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's Officer nor anyone else on board whether in permanent or temporary employment by the Company shall be instructed or induced to undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Company will not take any punitive measures against any officer who respects such dock workers' trade dispute and any such lawful act by the officer shall not be treated as any breach of the Officers contract of employment, provided that this act is lawful within the country it is taken.

Article 5: Duration of Employment

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

Article 6: Hours of Duty

- 6.1 The Officers are required to carry out watch keeping duties at sea and in Port as it customarily required and to perform such duties and services which are necessary and directly related to the trade and the vessel concerned.

Compensation for any and all work done to discharge the normal duties shall be paid to an Officer as indicated in Appendix 2.

Article 7: Holidays

- 7.1 For the purpose of this Agreement the holidays listed below Article 7.1 shall be considered as holidays at sea or in port. If a holiday falls on a Saturday or a Sunday, the following working day shall be observed as a holiday.

New Years Day (January 1), Republic Day (January 26), Good Friday, National Maritime Day (April 5), May Day (May 1), Independence Day (August 15), Mahatma Gandhi's Birthday (October 2), MUI Day (December 3) and Christmas Day (December 25).

Article 8: Rest Periods

- 8.1 Each officer 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 an officer 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 an officer 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 an officer 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 officers 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 minimizes 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 minimizes the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
- 8.9 Records of officers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

Article 9: Wages

- 9.1 The wages of each officer shall be calculated in accordance with this Agreement and as per the attached Wage Scale (Annexure – 1) and the only

deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorized by the Officer.

- 9.2 The Officers shall be entitled to payment of their net wages, after deductions, in US Dollars where available or in local currency, at the end of each calendar month.
- 9.3 Any wages not drawn by the Officer 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 The Company shall provide a Uniform Maintenance allowance to the value shown in the attached wage scale under heading "Uniform"
- 9.6 The Company shall pay each Officer the Pension Fund allowance as specified in the attached wage scale under the heading of "Pension Fund".
- 9.7 The Company shall establish a seniority scale. The amount shown in the attached wage scale represents a weighted average payment payable on completion of 12 months service. The actual payment shall be according to Company's established scales.
- 9.8 The Company shall pay to each officer the amount shown in attached wage scale under the heading "Trade".

Article 10: Allotments

Any Officer 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 9.

Article 11: Leave

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

Article 12: Subsistence Allowance

- 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.

12.2 Subsistence Allowance on Leave – Each Officer shall be entitled to US\$6/- per day of earned leave as subsistence allowance.

Article 13: Watchkeeping

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

13.2 While watchkeeping at sea, the Officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant national and international rules and regulations, and, in addition, whenever deemed necessary by the Master or Officer of the navigational watch.

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

Article 14: Manning and Training

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 in accordance with relevant and applicable international laws, rules and regulations.

14.2 In addition, the manning of each ship shall be determined following Agreement between the Company and MUI with whom the Agreement is concluded.

14.3 The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, the company and the union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:

_____ * persons engaged for security purposes should not undertake other officers' duties;

_____ * only specific tasks authorized by the master can be carried out by the riding squads;

_____ * classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;

_____ * all riding squads must be covered by agreements in line with ILO Conventions and recommendations; and riding squads should not be used to replace current crew or be used to undermine ITF agreements.

14.4 The training allowance shown in the wage scale represents a payment of US\$10 per officer per month payable to established funds (i.e.

FOSMA/MASSA/MMERT) to promote training in addition an allowance of US\$40 per officer per month is in recognition of the costs of recruiting and training cadets.

- 14.5 The Company shall ensure that all Officers are provided with full training and familiarization in accordance with the requirement of the IMO/STCW Conventions as amended. The cost of such training is recognized as an allowance in the attached wage scale under the heading "IMO/STCW". This amount is not payable on board.

Article 15: Shorthand Manning

- 15.1 Where the compliment 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.
- 15.2 Shorthand wages will be paid only if replacement for shortage category is not made within 14 days or by the next port of call whichever is later.

Article 16: Service in Warlike Operations Areas

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

Article 17: Personal Effects

- 17.1 When travelling by air at the employer's expense, officers are required to limit the weight of their baggage as permitted by the airline carrier.
- 17.2 When any officer suffers total or partial loss of, or damage to their personal effect 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 officer own fault or through theft

or misappropriation they shall be entitled to receive from the company compensation up to a maximum of US\$ 3,000/-.

- 17.3 The Company shall take measures for safeguarding property left on board by sick, injured or deceased officers and for returning it to them or to their next of kin.
- 17.4 The officer shall certify that any information provided with regard to lost property is true to the best of their knowledge.

Article 18: Termination of Employment

- 18.1 The employment shall be terminated:
- a. upon the expiry of the agreed period of service identified in APPENDIX – 1;
 - b. when signing off owing to sickness or injury, after medical examination in accordance with Article 21, but subject to the provision of Article 25.
- 18.2 The Company may terminate the employment of an Officer:
- a. by giving one month's written notice to the Officer;
 - b. If the officer 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 when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
 - d. if the officer fails the company's drug and alcohol test.
- 18.3 An Officer 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 person nominated by the officers provided that this person has been nominated by the officer at the time of engagement as the officers 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 the Officer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration or trading pattern;
 - e. If the ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification

and Watchkeeping Convention (STCW) 1995, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships as supplemented by the Protocol of 1996 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;

- f. If the ship has been arrested and has remained under arrest for 30 days;
- g. If after any agreed grievance procedure has been invoked, the Company has not complied with the terms of this Agreement;

18.4 An officer shall be entitled to receive compensation of two month's basic pay on termination of their employment in accordance with 18.2(a), (c) and 18.3(c), (d), (e), (f) and (g) above and 100 days basic pay in accordance with Article 23.

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

Article 19: Repatriation

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

19.2 During repatriation for normal reasons, the Company shall be liable for the following cost:

- a. payment of basic wages between the time of discharge and the arrival of the officer at their place of original engagement or home;
- b. the cost of maintaining the Officer ashore until repatriation takes place;
- c. reasonable personal travel and subsistence costs during the travel period;
- d. transport of the Officer's personal effects up to the amount allowed free of charge by the relevant carrier.

19.3 An Officer 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) and 18.3(a).

Article 20: Misconduct

- 20.1 The Company may terminate the employment of an Officer following a serious default of the officer's 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 Officer specifying the serious default which has been the cause of the dismissal.
- 20.2 In the event of the dismissal of an Officer in accordance with this clause, the Company shall be entitled to recover from that Officer's balance of wages the costs involved with repatriating the Officer together with such costs incurred by the Company as are directly attributable to the Officer's proven misconduct. Such costs do not, however include the costs of providing a replacement for the dismissed officer.
- 20.3 For the purpose of this Agreement, refusal by any Officer to obey an order to sail the ship shall not amount to a breach of the officer's 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 Officer 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 officer refuses to sail into a warlike area.
- 20.4 The company shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breach of employment obligations and with officers' complaints or grievances. The procedures shall allow officer to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.

Article 21: Medical Attention

- 21.1 An Officer shall be entitled to immediate medical attention when required.
- 21.2 An Officer who is hospitalized abroad owing to sickness or injury shall be entitled to medical attention (including hospitalization) at the Company's expense for as long as such attention is required or until the Officer is repatriated to the port of engagement, whichever is the earlier.

- 21.3 An Officer repatriated to their port of engagement, unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalization) 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.
- 21.4 Proof of continued entitlement medical attention shall be by submission of satisfactory medical reports, endorsed by Company's Doctor.

Article 22: Sick Pay

- 22.1 When an Officer is landed at any port because of sickness or injury payment of their basic wages plus fixed OT shall continue until they have been repatriated at the Company's expense as specified in Article 19.
- 22.2 Thereafter the Officer 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.
- 22.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured Officer 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 Officer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the MUI and the decision of this doctor shall be final and binding on both parties.

Article 23 : Maternity

- 23.1 In the event that an Officer becomes pregnant during the period of employment:
- a. the Officer shall advise the master as soon as the pregnancy is confirmed;
 - b. the Company will repatriate the Officer 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 Officer shall be entitled to 100 days basic pay;

- d. the Officer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such a vacancy be available.

Article 24 : Disability

- 24.1 An Officer 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 an Officer 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.
- 24.2 The disability suffered by the Officer shall be determined by a doctor appointed by the Company. If a doctor appointed by or on behalf of the Officer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the MUI and the decision of this doctor shall be final and binding on both parties.
- 24.3 The Company shall provide disability compensation to the Officer in accordance with APPENDIX – 3, with any differences, including less than 10% disability, to be pro rata, based on the scale prescribed in Indian Workmen's Compensation Act.
- 24.4 An Officer whose disability, in accordance with 24.2 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 Officer 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 24.2 above.
- 24.5 Any payment effected under 24.1 to 24.4 above, shall be without prejudice to any claim for compensation made in law, but may be deducted from any settlement in respect of such claims.
- 24.6 Shipowners, in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the shipowner or by the representative of the insurers for a payment less than the contractual amount due under this Agreement. Where the nature of the personal injury makes it difficult for the shipowner to make a full payment of the claim, consideration to be given to the payment of an interim amount so as to avoid undue hardship.

Article 25: Loss of Life – Death in Service

- 25.1 If an Officer dies through any cause whilst in the employment of the Company including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, but excluding death due to willful acts, the Company shall pay the sums specified in the attached APPENDIX – 3 to a nominated beneficiary and to each dependent child upto a maximum of 4 (four) under the age of 18. The Company should also transport at its own expense the body to Officer's home where practical and at the families' request pay the cost of burial expenses. If the Officer 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 Officer.
- 25.2 Any payment effected under this clause shall be without prejudice to any claim for compensation made in law but may be offset against any such payments.
- 25.3 For the purpose of this clause an Officer shall be regarded as "in the 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 Officer's employment to be terminated in accordance with Article 18.1(b).
- 25.4 The provisions of Article 24.6 above shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.

Article 26: Insurance Cover

- 26.1 The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement.
- 26.2 The increased cost to the Company of providing insurance cover for the enhanced level of medical, death and disability benefits provided in this Agreement is recognised as an allowance under the heading "Death and disability" shown in the attached wage scales.

Article 27: Food, Accommodation, Bedding, Amenities etc.

- 27.1 The Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the draft ILO Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention."
- 27.2 Officers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 18.3 emergencies.

- 27.3 The Company shall ensure the provision of shipboard welfare and entertainment amenities, such as videos, books, sports and fitness facilities etc. not less than the value indicated in the attached wage scales
- 27.4 Additionally, each officer may make free use of the ships email system, where one is fitted, for a reasonable amount of time, as determined by the Master, taking account of the vessels operational requirements, for communication with his family. The cost of providing this benefit, together with the provisions under clause 27.2 above, is recognised as an allowance under the heading "Comm." In the attached wage scale.

Article 28: Personal Protective Equipment

- 28.1 The Company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations that specify any additional equipment, for the use of each Officer while serving on board.
- 28.2 The Company will supply the officers with appropriate personal protective equipment for the nature of the job.
- 28.3 Officers 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, Officers should not be permitted or requested to perform the work.
- 28.5 Officers should use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the Company.

Article 29: Shipboard Safety Committee

- 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 as per the requirements of the ISM Code.
- 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 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; and
 - c. investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
 - d. carry out safety and health inspections.
- 29.3 The Company acknowledges the right of the Officer 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 30.4 below.
- 29.4 The Company shall ensure that the IMO ISPS Code is fully complied with and shall provide the necessary training to those on board with security responsibilities. The cost of the training is recognised as an allowance under the heading "SSO" in the attached wage scales.

Article 30: Membership Fees, Welfare Fund and Representation of Officers

- 30.1 All Officers shall be members of The Maritime Union of India (MUI) which is signatory to this agreement.
- 30.2 The Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- 30.3 The Company acknowledges the right of officers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Conventions Nos. 87 and 98.
- 30.4 The Company acknowledges the right of the Officers to elect a liaison representative from among the Officers who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the Officer's duties as a liaison representative unless the MUI has been given adequate notice of the dismissal and the agreed Grievance procedure has been observed.
- 30.5 The Company shall remit the amount specified in attached wage scale under the heading "MFSWT" to the Maritime Floating Staff Welfare Trust.

30.6 The Company shall establish terms of employment that include the provision of standby pay and the carriage of officers families in appropriate circumstances. The cost of such benefits shall be recognized as an allowance, not payable on board, to the amount shown in attached wage scale under the heading "Standby/family Welfare"

Article 31: Equality

31.1 Each Officer 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 Officers.

Article 32: Waivers and Assignments

32.1 The Company undertakes not to demand or request any Officer to enter into any document whereby, by way of waiver or assignment or otherwise, the officer 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 Officer under this Agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect.

Article 33: Transfer and Flag State Requirements

33.1 The officer agrees to be transferred at any port to any vessel owned or operated, manned or managed by the same employer, provided that the rank of the officer and the rate of his wages and Terms and Service are in no way inferior and the total period of employment shall not exceed that originally agreed upon.

33.2 The Company shall ensure that all flag state requirements as to certification, medical examination, enhanced training and familiarisation are complied with. The cost of such additional requirements is recognised as an allowance under the heading "Sup Cert/Flag State" in the attached wage scales.

Article 34: Jurisdiction

34.1 The company and MUI 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 at Mumbai, applying Indian law.

Article 35: Training

35.1 The Company agrees to make every effort to stimulate recruitment including the engagement of more Indian trainees, production of recruitment material and advertising. The cost of such activities is recognised as an allowance under the heading "Seafarers Employment Promotion" in the attached wage

scale. "The Company further agrees that, of the amount shown as "Seafarers Employment Promotion" in the attached wage scale, US\$10 per officer per month shall be paid to the "Seafarers Employment Promotion Fund" in accordance with the rules of that Fund".

Article 36: Amendment of the Agreement

36.1 This Agreement shall enter into force on January 1, 2010 and shall terminate on December 31, 2011.

NOTE:

THIS AGREEMENT IS SUBJECT TO AMENDMENTS, IF ANY, DURING THE PERIOD OF TWO (2) YEARS FOR IMPLEMENTATION BASED ON THE DISCUSSIONS / NEGOTIATIONS ARRIVED AT BY ITF WITH SHIPOWNERS.

Signed and stamped
"UNION" "COMPANY"

Signed and stamped

CONTRACT DURATION, WORKING HOURS, HOLIDAYS

Duration of Employment

The maximum period of engagement referred to in Article 5 shall be nine months, which may be extended to ten months or reduced to eight months for operational convenience. Thereafter, the Officer's engagement shall be automatically terminated in accordance with Article 18 of this Agreement. This period of engagement may be reduced following local negotiations between the company in membership of the JNG and an ITF Affiliate. However, should the voyage duration be subject to such reduction any costs should be included within the overall cost of the settlement.

Holidays

The days regarded as holidays in accordance with Article 7 shall be subject to National negotiations; however, national holidays shall be subject to minimum of nine (9) days.

WAGES, OVERTIME, LEAVE ENTITLEMENTS

Wages to be developed in accordance with the Total Crew Cost Methodology agreed by the International Bargaining Forum (IBF).

Officers

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

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

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

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

Leave

Leave pay for Officers in accordance with Article 11 shall be not less than eight (8) days for each completed month of service and pro-rata for a shorter period.

COMPENSATION PAYMENTS

Personal Effects

Maximum Compensation for loss of effects as provided for in Article 17 of this Agreement shall be US\$3,000.

Medical, Dental or Social – Officers family.

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

Disability

In the event an Officer suffers permanent disability in accordance with the provisions of Article 24 of this Agreement the scale of compensation provided for under Article 24.3 shall, unless more favourable benefits are negotiated be:

Effective from January 1, 2010 to December 31, 2011

Degree of Disability (Percentage)	Rate of Compensation (US\$)	
	Junior Officers	Senior Officers (4)
100	118,800	148,500
75	89,100	111,375
60	71,280	89,100
50	59,400	74,250
40	47,520	59,400
30	35,640	44,550
20	23,760	29,700
10	11,880	14,850

Note: "Senior Officers" for the purpose of this Clause means Master, Chief Officer, Chief Engineer and 2nd Engineer.

Loss of Life – Death in Service

Death in service benefits as provided in Article 25 of this Agreement shall, unless more favourable benefits are negotiated, be :

Effective from January 1, 2010 to December 31, 2011.

To the nominated beneficiary : US\$89,100

To each dependent child (maximum 4 under the age of 18) : US\$17,820

SHIPBOARD DISPUTES PROCEDURE – IBF MEMBERS

The International Bargaining Forum wishes to ensure that disagreements or disputes that might arise between Officers and their employers are dealt with promptly and fairly and do not interfere with the development of good industrial relations practices and safe and reliable ship operations.

This disputes procedure, agreed at the International Bargaining Forum, shall apply to those JNG members vessels that are covered by IBF Special Agreements.

For the purpose of this procedure reference to :

- * "ITF Inspector or national affiliates" means an ITF official or an official of an affiliate of ITF who receives a report, during a routine ship visit in accordance with Article 1g of the IBF Special Agreement, or otherwise, that a disagreement or dispute exists on a particular ship or ships.
- * "Disagreement" means disagreement concerning the interpretation of Clauses contained in the IBF Framework TCC Agreement or any TCC Agreement based on the framework TCC which has been adopted following local negotiations as provided for in the IBF Memorandum of Agreement dated November 13, 2003.
- * "Dispute" means non-observance of clauses contained in the IBF Framework TCC Agreement, including the wage scales.

The procedure will apply as follows :

1. Both disagreement and disputes, as defined above, arising on board which are reported to an ITF Inspector should be resolved at the local level whenever possible. Unless all other avenues have been exhausted, disagreements will not result in delay to a ship except in exceptional circumstances.
2. If it proves impossible to resolve such issues at local level within 2 days, they shall be referred by the ITF Inspector or national affiliate to the ITF Special Seafarers' Department (SSD) and the MUI signing the Agreement, for further appropriate action and the Master should similarly notify the relevant JNG member.
3. The SSD shall contact the appropriate JNG member together with the MUI signing the agreement, in order to resolve issues raised in accordance with 2 above and/or the JNG member should contact the SSD. The SSD or JNG member as appropriate shall also notify the JNG Secretariat.

4. In the event that it proves impossible to resolve the matter within a further 2 days between the SSD, the MUI signing the agreement and the JNG member, or if either party is aggrieved about the nature of the dispute or disagreement or the manner in which it is resolved, either party may refer the issue to be considered by the IBF. Should this be the case the IBF must consider the issue at its next meeting which must not be later than 3 months after notification of the matter with a view to resolve it and in the case where no resolution can be found, the procedure as in the IBF Operational Agreement should further apply.
5. Notwithstanding paragraphs 1-4 above, when JNG members or the SSD becomes aware of a potential dispute or disagreement on board a relevant ship, they should together with the MUI signing the agreements, seek means to resolve the issue in order to avoid the dispute or disagreement escalating.
6. This disputes procedures shall operate taking full account of any disputes procedures or arbitration clause provided in the appropriate TCC or any other relevant Agreement between the parties to this Agreement.

– Ends –

Annexure - 1																						
THE MARITIME UNION OF INDIA																						
WAGE SCALE - TCC AGREEMENT (IBF) FOR INDIAN OFFICERS																						
EFFECTIVE FROM 01 JANUARY 2010 TO 31 DECEMBER 2011 - MONTHLY PAYMENTS IN U.S DOLLARS																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
RANK																						
BASIC		FIXED @ 70%	LEAVE WAGES @ 8 DAYS	SUBS ALL.	UNIFORM ALLOW.	PENSION FUND	SUB-TOTAL (1) ON BOARD PAYMENT	TRADE	SENIORITY	STANDBY/FAMILY WELFARE	TOTAL (1)	SB ENT + WELFARE	COMM	SEAFARER EMPL. PROM.	MFSWT	TRAINING	IMOSTCW	D & D	SSO	SUP. CERT/FLAG STATE	TOTAL (2)	
MASTER		1999	1399	533	48	20	100	4099	200	320	184	4803	25	20	45	25	50	20	40	30	305	5108
CH ENGR		1948	1364	519	48	20	97	3996	195	312	179	4682	25	20	45	25	50	20	40	30	305	4987
CH OFF		1507	1055	402	48	20	75	3107	151	241	139	3638	25	20	45	25	50	20	40	50	325	3963
2 ENGR		1507	1055	402	48	20	75	3107	151	241	139	3638	25	20	45	25	50	20	40	50	325	3963
2 OFF		1076	753	287	48	20	54	2238	108	108	99	2553	25	20	45	25	50	20	40	50	325	2878
3 ENGR		1076	753	287	48	20	54	2238	108	108	99	2553	25	20	45	25	50	20	40	50	325	2878
R OFF		1076	753	287	48	20	54	2238	108	172	99	2617	25	20	45	25	50	20	40	30	305	2922
E OFF		1076	753	287	48	20	54	2238	108	172	99	2617	25	20	45	25	50	20	40	30	305	2922
3 OFF		947	663	253	48	20	47	1978	95	76	87	2236	25	20	45	25	50	20	40	50	325	2561
4 ENGR		947	663	253	48	20	47	1978	95	76	87	2236	25	20	45	25	50	20	40	50	325	2561
																						34743

FOOT NOTE:

- (1) REFER COLUMN NO.8 : Trade Allowance : The Trade Allowance shown in the wage scale represents a weighted average and the actual amount shall be paid in accordance with the Company's established scales.
- (2) REFER COLUMN NO.9 : Seniority Scale : Seniority pay shown in the wage scale represents a weighted average payable on completion of 12 months service. The actual amount shall be paid in accordance with the Company's established scales.
- (3) REFER COLUMN NO.10 : Standby Pay/ Family Welfare : Standby pay/family welfare shown in the wage scale represents a weighted average. It is recognized as an allowance and is not payable on board.
- (4) REFER COLUMN NO.11 : Training : This amount is not payable on board. Training amount is payable @ US\$10 to (FDSMA/MASBANMER) in accordance with art 14.4. US\$ 40) is in recognition of the costs for cadet recruitment & on board training.