

INTERNATIONAL TRANSPORT WORKERS' FEDERATION (ITF)

THE MARITIME UNION OF INDIA (MUI)

ITF TCC COLLECTIVE BARGAINING AGREEMENT FOR INDIAN OFFICERS 2010–2011

Article 1: Application

- 1.1 This ITF approved TCC Agreement sets out the standard terms and conditions applicable to Indian Officers serving on any ship owned or operated by a member of MASSA/FOSMA in respect of which there is an existence a Special Agreement made between ITF and the owner or operator.
- 1.2 This Agreement is deemed to be incorporated into and to contain the terms and conditions of employment of Indian Officers to whom this Agreement applies whether or not the Company has entered into an individual Contract of Employment with the Officer.
- 1.3 The Special Agreement requires the Owners (inter alia) to employ Officer 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 Company undertakes that it will comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved agreement (CBA) and other ITF Special Agreements are available on board in English.
- 1.4 The words "Officer", "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 is employed or engaged or works in any capacity to whom this Collective Bargaining Agreement applies.
- 1.5 Each Officer, in accordance with 1.1 above, 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 Ships Articles are endorsed or amended to include the rate 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, which 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 answers 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 Article 20, 21, 22, 23 and 24. 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 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 Seafarers' Employment Contract.

Article 3: Non Officer Work

- 3.1 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.
- 3.2 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 4: Duration of Employment

- 4.1 An Officer shall be engaged for nine (9 months) and such period may be extended or reduced by one month 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 5: Hours of Duty

- 5.1 Officers are required to carry out watch-keeping duties at sea and in such port, as it is customarily required and to perform such duties and services, which are necessary and directly related to the trade and the vessel concerned.
- 5.2 Compensation for any and all work done to discharge the normal duties shall be paid to an Officer as indicated in Annexe 1 (wage scale).

Article 6: Holidays

- 6.1 For the purpose of this Agreement the days mentioned below shall be considered as Holidays at sea or in port.
- 6.2 New Year 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).
- 6.3 If a holiday falls on a Saturday or on a Sunday the following working day shall be observed as holiday.

Article 7: Rest Periods

- 7.1 Each Officer shall have a minimum of 10 hours rest period in any 24 hours period and 77 hours in seven-day period.
- 7.2 This period of 24 hours shall begin at the time an officer starts working immediately after having had a rest period of at least six consecutive hours of duty.
- 7.3 The hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

- 7.4 The Company shall post in an accessible place on board a table detailed in the schedule of service at sea and in port and minimum hours of rest for each position on board in the language of the ship and in English.
- 7.5 Nothing in this Article shall be deemed to impair the right of the Master of the 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 schedule rest period or provided with an adequate period of rest. In addition, the STCW requirements covering over-riding operational conditions shall apply.
- 7.6 A short break of less than 30 minutes will not be considered as a period of rest.
- 7.7 Emergency drills and drills prescribed by National laws and regulations and by International Instruments shall be conducted in the manner that minimizes the disturbance of the rest periods and does not induce fatigue.
- 7.8 The allocation of periods of responsibility on UMS ships, where a continuous watch-keeping in the engine room is not carried out, shall also be conducted in a manner that minimizes the disturbance of rest period 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.
- 7.9 Records of Officers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

Article 8: Wages

- 8.1 The wages of each Officer shall be calculated in accordance with this agreement and the attached schedule of wages in Annex-1 and the only deductions from such wages shall be proper statutory deductions as recorded in the employment contract and/or deductions authorized by the Officer.
- 8.2 The Officer shall be entitled to the payment of the net wages, after deductions, _____ in US\$ or in a currency agreed with the Officer, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.
- 8.3 Any wages not drawn by the Officers shall accumulate for their account and may be drawn as a cash advance twice monthly.

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

Article 9: Monthly Remittances

- 9.1 Each 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 8.

Article 10: Leave

- 10.1 Each Officer shall on the termination of employment for whatever reasons be entitled to payment of leave pay for 8 (Eight) days for each completed month of service and pro-rata for a shorter period.

Article 11: Subsistence Allowance on Leave

- 11.1 Each Officer shall be entitled to US\$ 6 per day of earned leave as Subsistence Allowance.
- 11.2 The Company shall be responsible for providing food and or accommodation of suitable quality when food and or accommodation is not provided on board the vessel.

Article 12: Watch Keeping

- 12.1 The Master and the Chief Engineer shall not normally be required to stand watches.
- 12.2 Watch-keeping at sea and, when deemed necessary, in port, shall be organized where possible on a three watch basis.
- 12.3 It shall be at the discretion of Master which Officers are put into watches and which, if any, on day work.
- 12.4 While watch-keeping at sea the Officer of the navigational watch shall be assisted by a posted outlook 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.

Article 13: Manning and Training

- 13.1 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.

- 13.2 In addition the manning of each ship shall be determined following agreement between the Company and MUI with whom the agreement is concluded.
- 13.3 While watch keeping at sea and when deemed necessary in port shall be organized where possible on a three watch basis.
- 13.4 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 principals: -
- Persons engaged for security purposes should not undertake any other seafarers duties;
 - only specific tasks authorized by the Master can be carried out by 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.

Article 14: Shorthand manning

- 14.1 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.

Article 15: Service in Warlike Operations Areas

- 15.1 A warlike operations area will be as indicated by Lloyd's.
- 15.2 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.
- 15.3 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.

- 15.4 An Officer shall have the right to accept or decline the assignment without risking losing their employment or suffering any other detrimental effects.

Article 16: Personal Effects

- 16.1 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.
- 16.2 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/-.
- 16.3 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.
- 16.4 The Officer shall certify that any information provided with regard to lost property is true to the best of their knowledge.

Article 17: Termination of Employment

- 17.1 The employment shall be terminated:
- a. upon the expiry of the agreed period of service as per Article 4.
 - b. When signing off owing to sickness or injury after medical examination in accordance with Article 20.
- 17.2 The Company may terminate the employment of an Officer:
- a. by giving one months written notice to the Officer;
 - b. If the Officer has been found to be serious default of his employment obligations in accordance with article 19.
 - 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;
- 17.3 An Officer to whom this Agreement applies may terminate the 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 voyage it is confirmed that the spouse or, in case of a single person, a parent has fallen dangerously ill. The provisions shall also be applied with regard to a person nominated by an officer provided that this person has been nominated by the officer at the time of engagement as an officer's next of kin.

- c. if the ship is about to sail into a warlike operations area, in accordance with Article 15 of this Agreement;
 - d. if the Officer was employed for a specific 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 of 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 condition 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.
- 17.4 An Officer shall be entitled to receive compensation of two month's basic pay on termination of his employment in accordance with 17.2(a) and (c) and 17.3(c), (d), (e), (f) and (g) above and 100 days basic pay in accordance with Article 22.1.
- 17.5 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 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. Their 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 18: Repatriation

- 18.1 Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the Officer.
- 18.2 During repatriation for normal reasons, the Company shall be liable for the following costs until the officers reach the final agreed repatriation destination, which can be either a place of original engagement or home:

- a. payment of basic wages between the time of discharge and the arrival of the Officer at their place of original engagement or home;
 - b. the cost of accommodation and food;
 - c. reasonable personal travel and subsistence costs during the travel period;
 - d. transport of the Officer's personal effects upto the amount allowed free of charge by the relevant carrier.
- 18.3 An Officer shall be entitled to repatriation at the Company's expense on termination of employment as per Article 17 except where such termination arises under Clause 17.2(b), and 17.3(a).

Article 19: Misconduct

- 19.1 A Company may terminate the employment of an Officer following a serious default of the officers 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.
- 19.2 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.
- 19.3 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 officers employment obligations where:
- a. the ship is unseaworthy or otherwise substandard as defined in Clause 17.3 (e);
 - b. for any reasons if 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
- 19.4 The company shall ensure that a fair, effective and expeditious onboard procedure is in place to deal with reports of breaches of employment obligations and with officers complaints or grievances. The procedures shall allow officers to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.

Article 20: Medical Attention

- 20.1 An Officer shall be entitled to immediate medical attention when required.
- 20.2 An Officer who is hospitalized abroad owing to sickness or injury shall be entitled to medical attention (including hospitalization) at the Company's expenses for as long as such attention is required or until the Officer is repatriated to the port of engagement, whichever is earlier.
- 20.3 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 upto 130 days after initial hospitalization 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 23.2 concerning permanent disability.
- 20.4 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed, where necessary by a Company appointed doctor.

Article 21: Sick Pay

- 21.1 When an Officer is discharged and landed at any port because of sickness or injury, his basic wages plus fixed OT shall continue until he has been repatriated at the Owners' expense.
- 21.2 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 after repatriation.
- 21.3 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 23.2 concerning permanent disability.
- 21.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, be 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 officer and the decision of this doctor shall be final and binding on both parties.

Article 22: Maternity

22.1 In the event that a female 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;
- c) And where the nature of the vessels operations could in this circumstance be hazardous – at the first port of call.
- d) The Officer shall be entitled to 100 days basic pay.
- e) The Officer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within 3 years following the birth of a child should such a vacancy be available.

Article 23: Disability

23.1 An Officer who suffers permanent disability as a result of an accident, regardless of fault including accidents occurring whilst travelling to or from the ship, and whose ability to work is reduced as result thereof, shall in addition to his sick pay, be entitled to compensation according to the provisions of this Agreement.

23.2 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 MUI disagrees with the assessment, a third doctor may be nominated jointly between the Company and MUI and the decision of this doctor shall be final and binding on both parties.

23.3 The Company shall provide disability compensation to the Officer in accordance with the following table, with any differences, including, less than 10% disability, to be pro-rata.

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.

- 23.4 An Officer whose disability in accordance with 23.2 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 under the clause shall be resolved in accordance with the procedure set out in 23.2 above.
- 23.5 Shipowners', in discharging the responsibilities to provide for safe and descent working conditions, should have effective arrangements for the compensation for personal injury when claim arises, payment should be made promptly and in full, and there should be no pressure by the Shipowner or by the representatives of the insurers for a payment less than the contractual amount due under the Agreement. Where the nature of the personal injury makes it difficult to make full payment of the claim, consideration to be given to payment of an interim amount so as to avoid undue hardship.

Article 24: Loss of Life – Death in Service

- 24.1 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, the Company shall pay the sums as specified below to the declared next of kin and to each dependent child under the age of 18 years upto a maximum of four children. The Company should also transport at its own expense the body to officers home where practical and at the families request pay the cost of burial expenses. If the Officer shall leave no next of kin the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the Officer's estate.
- 24.2 For the purpose of this Clause an Officer shall be regarded as "in employment of the Company" for so long as the provisions of Article 20 and 21 apply and provided the death is directly attributable to sickness or injury that caused the Officers employment to be terminated in accordance with article 17.1 b.

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

- i) To immediate next of kin US\$ 89,100
- ii) To each dependent child under the age of 18 years – US\$ 17,820/- subject to a maximum of four children.

- 24.4. Shipowners in discharging the responsibilities to provide for safe and descent working conditions, should have effective arrangements for the compensation for loss of life/ death in service when claim arises, payment should be made promptly and in full, and there should be no pressure by the Shipowner or by the representatives of the insurers for a payment less than the contractual amount due under the Agreement. Where the nature of death in service makes it difficult to make full payment of the claim, consideration to be given to payment of an interim amount so as to avoid undue hardship.

Article 25: Insurance Cover

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

Article 26: Food, Accommodation, Bedding, Amenities etc.

- 26.1 The Company shall provide a minimum accommodation, recreational facilities and food and catering services in accordance with the standards specified in title 3 of the draft ILO Maritime Labour Convention 2006 and shall give due consideration to the guidelines in that Convention.
- 26.2 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.
- 26.3 The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.
- 26.4 Officers will have access to free call on a one-off basis linked to compassionate circumstances as per Article 17.3 emergencies.

Article 27: Personal Protective Equipment

- 27.1 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 Officer while serving on board.
- 27.2 The Company will supply the Officer with appropriate personal (protective) equipment for the nature of the job.
- 27.3 The Officer 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.
- 27.4 If the necessary safety equipment is not available to operate in compliance with any of the above regulations, Officer should not be permitted or requested to perform the work.

27.5 The Officer 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 28: Shipboard Safety Committee

28.1 The Company shall facilitate the establishment of an on board safety health committee in accordance to the provisions contained in ILO code of practice of accident prevention on board ship at sea and in port and as part of their safety management system as per the requirement of ISM code.

28.2 The Company shall provide a link between the Company and those on board through the designation of a person or persons ashore having direct access to the highest level of management as per the requirements of ISM code and in accordance with the Company's procedures 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 safety awareness and

b) investigate any safety complaints brought to her/his attention and report the same to the Safety and Health Committee and the individual, where necessary and

c) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and

d) carry out safety and health inspection.

28.3 The Company acknowledges the right of the officer to nominate 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 29.5 below.

Article 29: Membership Fees, Welfare Fund and Representation of Officers

29.1 All Officers shall be members of the Maritime Union of India (MUI) which is signatory to this Agreement.

29.2 The Company shall arrange to pay in respect of each Officer the entrance/membership fees in accordance with the terms of the relevant organization.

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

- 29.4 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.
- 29.5 The Company acknowledges the right of the Officers to nominate 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.

Article 30: Equality

- 30.1 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 the Officer.

Article 31: Seniority Pay, Standby Pay, Family Welfare and IMO/STCW Training cost

- 31.1 As per Annex 1, Seniority Pay, Standby Pay, Family Welfare and IMO/STCW are a weighted average only, representing the benefit granted by the Company to their Officers, in accordance with the individual Terms and Conditions of employment.

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 back wages) or other emolument due or 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

- 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.

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: Breach of the Agreement

35.1 If the Company breaches the terms of this agreement the ITF or the Union, for itself or acting on behalf of the Officers and or any Officer shall be entitled to take such measures against the Company as may be deemed necessary to obtain redress.

Article 36: Amendment of the Agreement

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

36.2 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 SHIOWNERS.

Signed and stamped
"UNION" "COMPANY"

Signed and stamped

MANNING SCALES FOR INDIAN OFFICERS

Rank	Standard Compliment
Master	1
Chief Officer	1
2nd Officer	1
3rd Officer	1
Radio Officer	1
Chief Engineer	1
2nd Engineer	1
3rd Engineer	1
4th Engineer	1
Electrical Officer	1
Total Officers	10

REMARKS

- * In case of UMS operated vessels, 4th Engineer may not be carried.
- * On vessels fitted with GMDSS equipment, Radio Officer may not be carried, if other Officers are suitably qualified and compensated.
- * In the event a vessel being involved in Restricted Trading the manning levels will be in accordance with Safe Manning Certificate issued by the Flag State and by negotiations with MUI.

Annexure - 1																	
THE MARITIME UNION OF INDIA																	
WAGE SCALE - ITF TCC COLLECTIVE BARGAINING AGREEMENT (NON IBF) FOR INDIAN OFFICERS																	
EFFECTIVE FROM 01 JANUARY 2010 TO 31 DECEMBER 2011 - MONTHLY PAYMENTS IN US DOLLARS																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
RANK	BASIC PAY	OT PAY 70%	8 DAYS LEAVE	SUBSIST:ALL US \$ 6	UNIFORM	PENSION FUND 10%	TOTAL 1	TRADE	SENIORITY	STRY/FAMILY WEL	TOTAL 2	TRAINING	MFSWT	ON BOARD TRG COST	IMO/STCW	TOTAL 3	GRAND TOTAL (TOTAL 2+3)
MASTER	2100	1470	560	48	20	210	4408	210	330	133	5081	26	25	40	60	151	5232
CH. ENG.	2051	1435	547	48	20	205	4306	205	323	130	4964	26	25	40	60	151	5115
CH. OFF.	1599	1119	426	48	20	160	3372	160	254	102	3888	26	25	40	60	151	4039
2 ENG.	1599	1119	426	48	20	160	3372	160	254	102	3888	26	25	40	60	151	4039
2 OFF.	1083	758	289	48	20	108	2306	108	106	69	2590	26	25	40	60	151	2741
3 ENG.	1083	758	289	48	20	108	2306	108	106	69	2590	26	25	40	60	151	2741
R OFF.	1083	758	289	48	20	108	2306	108	170	69	2654	26	25	40	60	151	2805
EL OFF.	1083	758	289	48	20	108	2306	108	170	69	2654	26	25	40	60	151	2805
3 OFF.	969	678	258	48	20	97	2070	97	76	61	2304	26	25	40	60	151	2455
4 ENG	969	678	258	48	20	97	2070	97	76	61	2304	26	25	40	60	151	2455
							28822				32913						34423

FOOT NOTE:

- (1) REFER COLUMN NO. 8: Trade : The Company shall pay to each officer the amount shown in attached wage scale under the heading "Trade".
- (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 wages scale represents a weighted average, it is recognised as an allowance and is not payable on board.
- (4) REFER COLUMN NO 12: Training : Paid by employer into FOSMA / MASSA / MMERT Trust(s) as appropriate.
- (5) REFER COLUMN NO 13: MFSWT : Paid by employer US\$ 25 to Maritime Floating Staff Welfare Trust.
- (6) REFER COLUMN NO 14: On Board Training : Cost incurred for on-board training of Cadets and Trainee Marine Engineers.
- (7) REFER COLUMN NO 15: IMO/STCW : Recognises the training cost due to IMO/STCW regulations and not paid to the Officers.