

IBF COLLECTIVE BARGAINING AGREEMENT

FOR UKRAINIAN SEAFARERS
SERVING ON BOARD VESSELS
OPERATED BY

between

COMPANY

acting on behalf of the Owner for the vessels listed in Appendix 5
(which may be amended as necessary)

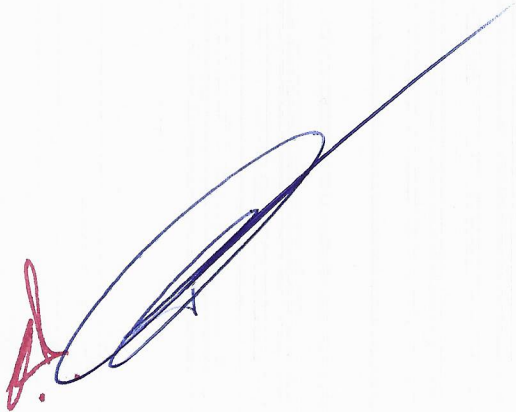
(hereinafter called "Company")

and

MARINE TRANSPORT WORKERS' TRADE UNION OF UKRAINE

(hereinafter called "MTWTU" or "Union")

affiliated to the International Transport Workers' Federation (ITF), London



2019 – 2022 MTWTU IBF

Article 1: Application

- 1.1 This MTWTU IBF Agreement (hereinafter "Agreement" or "CBA") is based on the IBF Framework CBA which sets out the standard terms and conditions applicable only to seafarers 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. Together with the IBF Special Agreement and the IBF Memorandum of Agreement, which may contain additional terms and conditions relevant to seafarers, the IBF Framework CBA makes an integral part of the general IBF settlement negotiated between the International Transport Workers Federation (ITF) and the Joint Negotiating Group (JNG) of maritime employers.
- 1.2 This Agreement is deemed to be incorporated into and to contain the terms and conditions of contract of employment of any seafarer to whom this Agreement applies. The incorporation of this agreement in to each seafarer's individual contract of employment shall be made explicit.
- 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 requires the Company, inter alia to employ the seafarers on the terms and conditions of an ITF approved agreement, and to enter into individual contracts of employment with any seafarer to whom this Agreement applies, incorporating the terms and conditions of an ITF approved Agreement. The Company undertakes that it will comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the ITF Special Agreement are available on board in English.
- 1.5 The words "seafarer", "ship", IBF Special Agreement', "Union", Marine Transport Workers' Trade Union of Ukraine – "MTWTU", "ITF" and "Company" when used in this Agreement shall have the same meaning as in the IBF Special Agreement. Furthermore, "seafarer" means any person who is employed or engaged or works in any capacity to whom this collective bargaining agreement applies. "MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.
- 1.6 Each seafarer, shall be covered by the Agreement with effect from the date on which they are engaged, whether they have signed Articles or not, until the date on which they sign off or, if later, the date until which, in accordance with this Agreement, the Company is liable for the payment of wages, whether or not any employment contract is executed between the seafarer and the Company and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in this Agreement.

Article 2: Pre-Employment

- 2.1 Each seafarer shall undertake to serve the Company competently and shall undertake that they possess, and will exercise, the skill commensurate with the certificates that they declare to hold, which should be verified by the Company.
- 2.2 The Company shall be entitled to require that any seafarer shall have a satisfactory pre-employment medical examination, at Company 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 22, 23, 24, 25 and 26. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this Article shall equally apply to seafarers who were previously employed by the Company, signed off due to medical reasons pursuant to Article 19.1 (b) and may be willing to be re-employed upon recovery. Any such recovered seafarer shall be treated equally to other candidates undergoing medical examination.
- 2.3 As far as practicable, companies who are direct employers or who use seafarers recruitment and placement services shall ensure, that the standards laid down in the MLC are met including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the seafarers for finding employment, the right for seafarers to inspect their employment documents and seek advice before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent seafarers from gaining employment for which they are qualified.
- 2.4 Each seafarer shall sign an MLC compliant seafarer's employment contract.
- 2.5 Documentation as required by Flag State shall be at Company expense.

Article 3: Probationary Service

- 3.1 The probationary period shall only apply during the first term of employment with the Company and shall be one third of the contract length but in any case, no more than ten weeks. During this period both the seafarer and/or the Company 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 19.4 shall not apply.

Article 4: Non-Seafarers Work

- 4.1 Neither seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF

Dockers Union or ITF Unions concerned; and provided that the individual seafarers volunteer to carry out such duties; and those seafarers are qualified and adequately compensated for that work. For the purpose of this Article "cargo handling" may include but is not limited to: loading, unloading, lashing, unlash, checking and receiving.

- 4.2 Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any seafarer who respects such dock workers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the seafarer's contract of employment, provided that this act is lawful within the country it is taken.
- 4.3 For crewmembers' compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate specified in Appendix 2 for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.
- 4.4 In implementing the provisions of Articles 4.1 and 4.2 above, specific conditions may apply as identified in Appendix 4 to this CBA.

Article 5: Duration of Employment

A seafarer 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.

Article 6: Hours of Duty

The normal hours of duty shall be as specified in Appendix 1, but in no case shall exceed eight (8) hours per day from Monday to Friday inclusive.

Article 7: Overtime

- 7.1 Entitlement to overtime for all seafarers shall be as specified in Appendix 2.
- 7.2 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.
- 7.3 Such record, endorsed by the Master or a person authorized by the Master shall be accessible to the seafarer. Every month the seafarer shall be offered to endorse the record. After the record is endorsed, it is final. On completion of his/her contract, one copy shall be provided to the seafarer, if such information is not already contained within the seafarer's pay documents. A seafarer may request a printed copy of his/her overtime records at any time during his/her contractual term.
- 7.4 Any additional hours worked during an emergency directly affecting the

immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril, shall not count for overtime payment.

Article 8: Holidays

- 8.1 For the purpose of this Agreement the days listed in Appendix 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.

Article 9: Rest Periods

- 9.1 Each seafarer shall have a minimum of 10 hours rest in any 24 hours period and 77 hours in any seven-day period.
- 9.2 This period of 24 hours shall begin at the time a seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.
- 9.3 The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- 9.4 The 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.
- 9.5 Nothing in this Article shall be deemed to impair the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. In such situation, the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any seafarers who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the STCW requirements covering overriding operational conditions shall apply, including those of STCW A-VIII/1, Article 9.
- 9.6 A short break of less than 30 minutes will not be considered as a period of rest.
- 9.7 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue.
- 9.8 The allocation of periods of responsibility on UMS Ships, where a continuous watchkeeping in the engine room is not carried out, shall also be conducted in a manner that 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.

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

Article 10: Wages

- 10.1 The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scale (Appendix 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 authorized by the seafarer. The wage scale in Appendix 2 shall be deemed as a minimum requirement. Where a higher entitlement than in the wage scale may be agreed for the seafarer, such higher entitlement shall be guaranteed and may not be decreased for the duration of the tour of duty.
- 10.2 The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the seafarers, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.
- 10.3 Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- 10.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 10.5 No seafarer employed in the Deck or Engine departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.

Article 11: Allotments

- 11.1 Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of up to 80% of basic wages after allowing for any deductions as specified in Article 10, in line with the provisions of ILO MLC Standard A2.2, paragraph 5.

Article 12: Leave

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

Article 13: Subsistence Allowance

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

Article 14: Watchkeeping

- 14.1 Watchkeeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- 14.2 It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on daywork.
- 14.3 While watchkeeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant national and international rules and regulations, and, also, whenever deemed necessary by the master or officer of the navigational watch.
- 14.4 The Master and Chief Engineer shall not normally be required to stand watches

Article 15: Manning

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

Article 16: Shorthand Manning

- 16.1 Where the complement falls short of the agreed manning, for whatever reasons, the basic wages of the shortage category shall be paid to the affected members of the concerned department. Every effort shall be made to make good the shortage before the ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Article 7.

Article 17: Warlike Operations / High Risk Area

- 17.1 A Warlike Operations area shall be determined by the IBF. The Company shall regularly receive from the respective IBF constituent information on Warlike

Operations areas. An updated list of IBF Warlike Operations areas shall be kept on board the vessel and shall be accessible to the crew.

- 17.2 At the time of the assignment the Company shall inform the seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known during the period of the seafarers' employment on the vessel the Company shall advise the seafarers immediately.
- 17.3 If the vessel enters a Warlike Operations area:
- The seafarer shall have the right not to proceed to such area. In this event the seafarer shall be repatriated at Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.
 - The seafarer shall be entitled to a double compensation for disability and death.
 - The seafarer shall also be paid a bonus equal to 100% of the daily basic wage for the durations of the ship's stay in a Warlike Operations area – subject to a minimum of 5 days' pay.
 - The seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.
- 17.4 In addition to areas of Warlike Operations, the IBF may determine High Risk Areas and define, on a case-by-case basis, the applicable seafarers' benefits and entitlements, as well as employers' and seafarers' obligations. In the event of any such designations the provisions of Articles 17.1 and 17.2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.
- 17.5 In case a seafarer may become captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective whether such act takes place within or outside IBF designated areas referred to in this Article, the seafarer's employment status and entitlements under this Agreement shall continue until the seafarer's release and thereafter until the seafarer is safely repatriated to his/her home or place of engagement or until all Company's contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Company shall also make every effort to provide captured seafarers, with extra protection, food, welfare, medical and other assistance as necessary.

Article 18: Crew's Effects

- 18.1 When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding, collision or an act of piracy or armed robbery against ships/hostage taking, excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the Company compensation up to a maximum of US\$ 3300, which includes cash up to

US\$ 330.

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

Article 19: Termination of Employment

- 19.1 The employment shall be terminated:
- a) upon the expiry of the agreed period of service identified in Article 5;
 - b) when signing off owing to sickness or injury, after medical examination in accordance with Article 22, but subject to the provision of Article 26.
- 19.2 The 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 21;
 - c) upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
- 19.3 A seafarer to whom this Agreement applies may terminate employment:
- a) for justified reasons, by giving one months' notice to the Company;
 - b) when during the course of a voyage it is confirmed that the spouse, partner (when nominated by the seafarer as the next of kin), parent or dependent child has fallen dangerously ill or died;
 - c) if the ship is about to sail into a Warlike Operations area or a High Risk Area, in accordance with Article 17 of this Agreement;
 - d) if the seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration 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;
- 19.4 A seafarer shall be entitled to receive compensation of two months' basic pay

- on termination of his/her employment in accordance with 19.2(a) and (c), 19.3(c), (d), (e), (f) and (g) above and Article 24.1.
- 19.5 It shall not be grounds for termination if, during the period of the agreement, the Company transfers the seafarer to another vessel belonging or related to the same 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 20: Repatriation/ Embarkation

- 20.1 Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.
- 20.2 During repatriation for normal reasons, the 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;
 - b) the cost of accommodation and food;
 - c) reasonable personal travel and subsistence costs;
 - d) transportation of the seafarer's personal effects up to the amount agreed with the Company.
- 20.3 A seafarer shall be entitled to repatriation at the Company's expense on termination of employment as per Article 19 except where such termination arises under Article 19.2(b).
- 20.4 The provisions of Articles 20.1, 20.2 and 20.3 shall also apply to seafarers travelling to join the vessel.

Article 21: Misconduct

- 21.1 The 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.
- 21.2 In the event of the dismissal of a seafarer in accordance with this Article, 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.
- 21.3 For the purpose of this Agreement, refusal by any seafarer to obey an order to sail the ship shall not amount to a breach of the seafarers employment obligations where:
- a) the ship is unseaworthy or otherwise substandard as defined in Article 19.3 e);

- b) for any reason it would be unlawful for the ship to sail;
- c) the seafarer has a genuine grievance against the Company in relation to the implementation of this Agreement and has complied in full with the terms of the Company's grievance procedure, or
- d) the seafarer refuses to sail into a Warlike area or a High Risk Area as identified in Article 17.

21.4 The Company shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breaches of employment obligations and with seafarers' complaints or grievances. Such procedure shall be available and equally apply to all crewmembers including Masters. It shall allow seafarers to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.

Article 22: Medical Attention

- 22.1 A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies at the Company's expense.
- 22.2 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 20, whichever is the earlier.
- 22.3 A seafarer repatriated-unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the 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 Article 25.2 concerning permanent disability;
 - c) in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 22.3 (a), they may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended.
- 22.4 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.

Article 23: Sick Pay

- 23.1 When a seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages plus guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the Company's expense as specified in Article 20.

- 23.2 Thereafter the seafarers shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- 23.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with Article 25.2 concerning permanent disability.
- 23.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.

Article 24: Maternity

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

Article 25: Disability

- 25.1 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, but excluding permanent disability due to wilful acts, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.
- 25.2 The disability suffered by the seafarer shall be determined by a doctor appointed by the Company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.
- 25.3 The Company shall provide disability compensation to the seafarer, with any differences, including less than 10 % disability, to be pro rata.
- 25.4 A seafarer whose disability, in accordance with Article 25.2 above is assessed at

50% or more shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50 % disability but certified as permanently unfit for further sea service in any capacity by the Company-nominated doctor, shall also be entitled to 100 % compensation. Any disagreement as to the assessment or entitlement shall be resolved in accordance with Article 25.2 above.

- 25.5 Any payment effected under Articles 25.1 to 25.4 above, shall be without prejudice to any claim for compensation made in law, but shall be deducted from any settlement in respect of such claims.
- 25.6 The Company, in discharging its responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a valid 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.

Article 26: Loss of Life – Death in Service

- 26.1 If a seafarer dies through any cause whilst in the employment of the Company including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, but excluding death due to wilful acts, the Company shall pay the sums specified in the attached Appendix 3 to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under age of 18. If the seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the seafarer. The Company shall also transport at its own expense the body to seafarer's home where practical and at the family's request and pay the cost of burial expenses. Where the death has occurred at sea the repatriation of the body shall be carried out at the next port of call, subject to national legislation and as quickly as possible.
- 26.2 Any payment effected under this Article shall be without prejudice to any claim for compensation made in law but shall be offset against any such payments.
- 26.3 For the purpose of this Article a seafarer shall be regarded as "in the employment of the Company" for so long as the provisions of Articles 22 and 23 apply and provided the death is directly attributable to sickness or injury that caused the seafarer's employment to be terminated in accordance with Article 19.1 b).
- 26.4 The provisions of Article 25.6 above shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.

- 26.5 If a seafarer goes missing at sea, whilst in the employment of the Company, including missing by accident or as a result of marine or other similar peril, but excluding missing due to an act of suicide, or a disappearance in port, the Company shall pay the same amounts as specified for **Loss of Life-Death in Service** in the provisions of Article 26.1 to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18. If the seafarer leaves no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law, or otherwise, to administer the estate of the seafarer.

Article 27: Insurance Cover

- 27.1 The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement. Further, the Company shall ensure that financial security system be provided on board to protect the crew against abandonment and to guarantee resolution of claims arising from 2014 Amendments to MLC, 2006. The details of the applicable financial security system shall be posted in a conspicuous place on board where it is available to the seafarers.
- 27.2 The additional cost to the Company for obtaining insurance cover for the enhanced levels of death and disability compensation agreed by the IBF is recognized as an allowance under the heading "Death & Disability" in the attached wage scale.

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

- 28.1 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 ILO Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention.
- 28.2 Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 19.3 emergencies.
- 28.3 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 scale.
- 28.4 Additionally, each seafarer 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 Article 28.2 above is recognized as an allowance, not payable to the crew members, and is indicated under the heading "email" in the attached wage scale
- 28.5 Where equipment and cost allows, during off duty hours, seafarers shall have the possibility to access internet for the purpose of communicating with home, social networking and other needs.

Article 29: Personal Protective Equipment

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

Article 30: Shipboard Safety Committee

- 30.1 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.
- 30.2 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;
 - c) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
 - d) carry out safety and health inspections.
- 30.3 The 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 31.5 below.

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

- 31.1 Subject to national legislation, in order to be covered by this Agreement, all Ukrainian seafarers shall be treated as members of Marine Transport Workers' Trade Union of Ukraine affiliated to the ITF and have full access to the union services and benefits.
- 31.2 The Company shall pay to the MTWTU the funds specified in attached Appendix 2.
- 31.3 The Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- 31.4 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.
- 31.5 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 MTWTU has been given adequate notice of the dismissal and the agreed Grievance procedure has been observed.

Article 32: Equality

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

Article 33: Waivers and Assignments

- 33.1 The 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.

Article 34: Seafarers' Employment Promotion Fund

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

Article 35: IMO Fund and Onboard Training

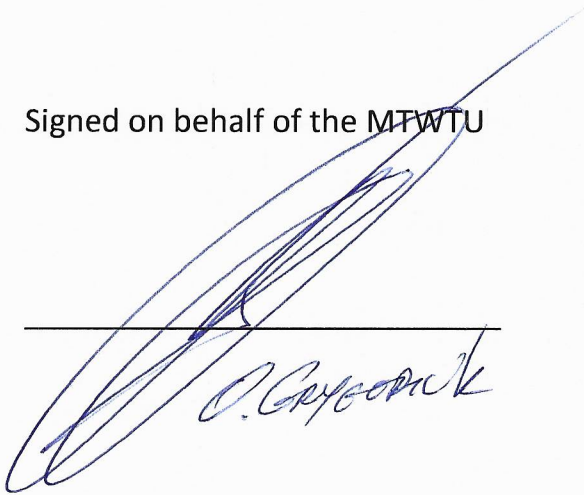
- 35.1 The additional allowance shown in the wage scale under the column IMO Training shall be allowed towards the onboard training cost of the Company for the seafarers to conform with the IMO requirements in respect to the STCW Convention 1995. This amount shall not be payable to the seafarers.

35.2 In order to promote an increase in the number of trainees, a contribution towards the seagoing maintenance costs of trainees is recognized as an allowance under the heading "Onboard Training" in the attached wage scale. This allowance shall be exclusively used for training.

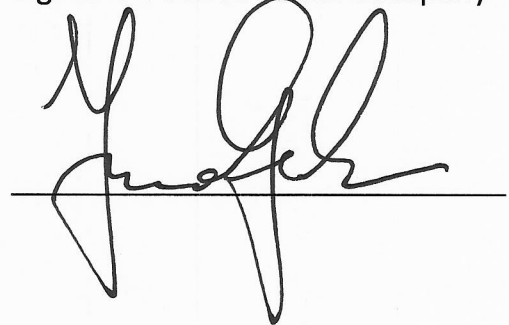
Article 36: Validity of the Agreement

36.1 This Agreement shall enter into force on 1st January 2019 and shall terminate on 31st December 2022. For the period 2021-2022 the wage scales (Appendix 2) and compensation (Appendix 3) are to be duly renegotiated and mutually agreed between the MTWTU and the Company.

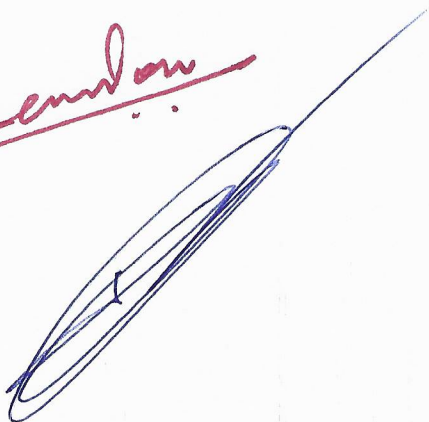
Signed on behalf of the MTWTU



Signed on behalf of the Company



London



Contract duration, Working Hours, Holidays

- **Duration of Employment**

The maximum period of engagement referred to in Article 5 shall be nine (9) months, which may be extended to ten (10) or reduced to eight (8) for operational convenience. Thereafter, the seafarer's engagement shall be automatically terminated in accordance with Article 19 of this Agreement.

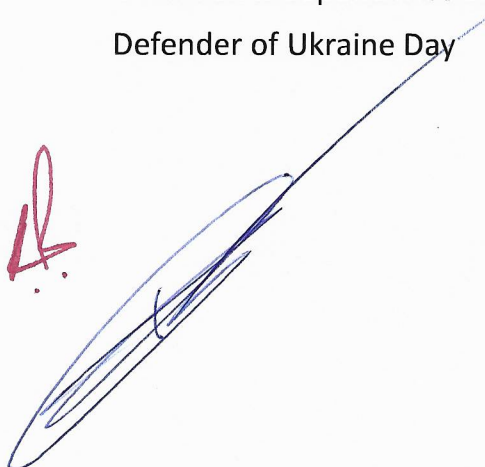
- **Normal Working Hours**

Following accepted working practice in the country to which a local agreement applies; normal working hours shall not exceed eight hours per day Monday to Friday inclusive.

- **Holidays**

The days regarded as holidays in accordance with Article 8 shall be nine (9) days.

New Year's Day	1st January
Orthodox Christmas Day	7th January
Women's Day	8th March
Orthodox Easter Monday	One day (Variable)
Labour Day	1st May
Victory Day	9th May
Constitution Day	28th June
Ukrainian Independence Day	24th August
Defender of Ukraine Day	14 th October



Appendix 2

IMEC IBF CBA UKRAINE MODEL SHIP

2019-2020	40	103	1.25	9				A FUNDING						B FUNDING						
	Basic	Overtime	Overtime rate	Leave	Fixed Bonus	Trade Allow.	Wages	SEPF	Union Fees	Union Services	Medical Protection	Total A	Death & Disability	Email Communication	IMO/STCW Training Allowance	Onboard Training	Onboard Welfare & Recr	B Funding Sub-Total	Total Cost	
Master	3000	2520		900	400		6820	10	68	18	25	6941	20	20	65	50	10	165	7106	
Ch. Off	1890	1588		567	300		4345	10	43	18	25	4441	20	20	65	50	10	165	4606	
2nd Off	1506	1265		452	120		3343	10	33	18	25	3429	20	20	40	50	10	140	3569	
3rd Off	1341	1126		402	10		2879	10	28	18	25	2960	20	20	40	50	10	140	3100	
RO	1506	1265		452	200		3423	10	34	18	25	3510	20	20	40	50	10	140	3650	
Ch. Eng	2790	2344		837	400		6371	10	63	18	25	6487	20	20	40	50	10	140	6627	
1st Eng	1890	1588		567	300		4345	10	43	18	25	4441	20	20	65	50	10	165	4606	
2nd Eng	1506	1265		452	120		3343	10	33	18	25	3429	20	20	40	50	10	140	3569	
3rd Eng	1341	1126		402	10		2879	10	28	18	25	2960	20	20	40	50	10	140	3100	
Elect Eng	1506	1265		452	100		3323	10	33	18	25	3409	20	20	40	50	10	140	3549	
Bosun	760	564	5.48	228	30	50	1632	10	16	18	25	1701	20	20	30	25	10	105	1806	
AB	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	
AB	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	
AB	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	
OS	519	385	3.74	156	90	50	1200	10	12	18	25	1265	20	20	30	25	10	105	1370	
Fitter	760	564	5.48	228	30	50	1632	10	16	18	25	1701	20	20	30	25	10	105	1806	
Oiler	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	
Oiler	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	
Oiler	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	
Wiper	519	385	3.74	156	90	50	1200	10	12	18	25	1265	20	20	30	25	10	105	1370	
Chief Cook	760	564	5.48	228	15	50	1617	10	16	18	25	1686	20	20	30	25	10	105	1791	
Steward	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	
Steward	676	503	4.88	203	30	50	1462	10	14	18	25	1529	20	20	30	25	10	105	1634	

Compensation Payments

- Crew's Effects**

Maximum compensation for loss of effects as provided for in Article 18 of this Agreement shall be US\$ 3,300, which includes cash up to US\$ 330.

- Medical, Dental or Social – Seafarers' Family**

There may be additional contributions by the Company to meet medical, dental or social needs of seafarers and their families including crew communications.

- Disability**

In the event a seafarer suffers permanent disability in accordance with the provisions of Article 25 of this Agreement, the scale of compensation provided for under Article 25.3 shall, unless more favourable benefits are negotiated, be:

2019-2020			
Degree of Disability	Rate of Compensation		
Percentage (%)	Ratings	Junior Officers	Senior Officers (4)
100	104,866	139,820	174,775
75	78,649	104,866	131,081
60	62,919	83,892	104,866
50	52,433	69,911	87,388
40	41,946	55,929	69,911
30	31,460	41,946	52,433
20	20,974	27,964	34,957
10	10,487	13,983	17,478

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

- Loss of Life – Death in Service**

Death in service benefits as provided in Article 26 of this Agreement shall, unless more favourable benefits are negotiated, be:

To the nominated beneficiary:

US\$ 104,866.00 for 2019-2020

To each dependent child (maximum 4 under the age of 18)

US\$ 20,974.00 for 2019-2020

Non-Seafarers Work - Implementation

The parties fully subscribe to the intent and the principles of Article 4 of this CBA. However, they also acknowledge that, depending on the location of the port and the type of the vessel, a full implementation of the provisions contained, specifically, in the text of Articles 4.1 and 4.2 may imply prior contact between the Company and various third parties, such as Charterers.

Therefore, where such communication between the Company and respective third parties is necessary, the parties agree that the full implementation of the provisions of Articles 4.1 and 4.2 shall be deferred for a transitional period to be identified in each specific case between the parties of the CBA.

Such deferment shall not be longer than 1st January 2020 for container vessels operating in the following areas; Baltic Sea, Canada, North Europe and West Europe excluding Mediterranean Sea (European sub-regions as defined by the European Union).

Any disputes shall be subject to the IBF Disputes Procedure.

During any deferment of Articles 4.1 and 4.2 as identified above the following provisions shall apply:

- 4.1 *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 which they should be adequately compensated. For the purpose of this Article "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 unlash.*
- 4.2 *Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the 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 dock workers' trade dispute and any such lawful act by the seafarer shall not be treated as any breach of the seafarer's contract of employment, provided that this act is lawful within the country it is taken.*

The provisions of Article 4.3 shall apply with immediate effect as written in this CBA.

LIST OF VESSELS

	Vessel	Flag	GRT	Owners

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