

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PACIFIC BASIN SHIPPING (HK) LIMITED**  
[as agents for and on behalf of the vessels' Owners]  
(hereinafter referred to as "the Company")

**AND**

**AMALGAMATED UNION OF SEAFARERS – HONG KONG**  
**HONG KONG SEAMEN'S UNION**  
**MERCHANT NAVY OFFICERS' GUILD – HONG KONG**  
(hereinafter referred to as "the Unions")

## **Article 1 : Application**

- 1.1 This Collective Bargaining Agreement (hereinafter referred to as "Agreement") is made between the Unions and the Company, and sets out the standard terms and conditions applicable to all seafarers serving on any vessel listed in Annex I.
- 1.2 This Agreement is deemed to be incorporated into and to contain the terms and conditions of employment of any seafarer to whom this Agreement applies whether or not the Company or their representative has entered into an individual Seafarers' Employment Agreement with the seafarer. Any seafarers enjoying or offered terms and conditions which taken as a whole are more favourable to the seafarer than those mentioned in this Agreement, shall continue to be entitled to such terms and conditions.
- 1.3 The Company will comply with all its liabilities as employer under the terms and conditions of this Agreement. The Company shall further ensure a signed copy of this Agreement is available to seafarers before they sign a Seafarers' Employment Agreement and also on board in English. For other employer's liabilities not specified in this Agreement, the Company shall ensure full compliance with the standards specified in the Hong Kong Marine Department Declaration of Maritime Labour Compliance - Part 1 (DMLC 1) and associated guidelines.
- 1.4 Each seafarer, in accordance with Article 1.1 above, shall be covered by the Agreement from the date on which their employment commences as defined in Article 4.1. The Company is liable for the payment of wages, whether or not any Seafarers' Employment Agreement 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.
- 1.5 All persons employed as seafarers are covered under the terms of this Agreement except:
  - a. A licensed pilot who works as a pilot in the ship;
  - b. The owner who has assumed the responsibility for the operation of the ship or a person (except the Master) representing the owner;
  - c. An officer of law enforcement agencies carrying out law enforcement duties;
  - d. A person who works on board the ship solely within a port or at a port facility; or
  - e. A person\* employed in a ship solely in connection with the construction, alteration, repair or testing of the ship, its machinery or equipment, and not directly in connection with the normal manning of the ship within the deck, engine room or catering department (Section 3(c) of the Merchant Shipping (Seafarers) (Crew Agreements, Lists of Crew and Discharge of Seafarers) Regulation, Cap. 478L refers).

\* Such persons may include, but are not limited to, Auditors, Ship Superintendents, Surveyors and Temporary Riding Crews.

## **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, training and experience which they declare to hold.
- 2.2 The Company shall be entitled to require that any seafarer completes a satisfactory pre-employment medical examination, at Company expense, by a Company-nominated doctor and that the seafarer truthfully answer any questionnaire concerning their state of health, which may be required. Failure to do so may affect the seafarer's entitlement to compensation as per Articles 18, 19, 20, 21 and 22. The seafarer shall be entitled to a copy of the medical certificate issued for such an examination.

- 2.3 Companies who are direct employers or who use seafarers recruitment and placement services shall ensure, as far as practicable, that
- a. No fees or visa costs are borne directly or indirectly, in whole or in part, by the seafarers for finding employment;
  - b. Seafarers have a right to inspect their Seafarers' Employment Agreements before engagement; and
  - c. They will not use means, mechanisms or lists to prevent seafarers from gaining employment for which they are qualified.
- 2.4 Each seafarer shall sign a Seafarers' Employment Agreement with the Company.

### **Article 3 : Cargo Handling Work**

- 3.1 Neither a ship's crews nor anyone else on board 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 dock workers' union or other concerned unions, 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 related to cargo or goods (such as tallying, weighing, 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 a dock workers' union is taking place, the ship's crew shall not 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 Seafarers' Employment Agreement, provided that this act is lawful within the country it is taken.
- 3.3 Compensation for such work performed during the normal work week, as specified in Article 5, shall be by the payment of the overtime rate specified in Annex II for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.

### **Article 4 : Duration of Employment**

- 4.1 For the purpose of joining the vessel, a seafarer's employment shall commence from the day the seafarer departs from:
- a. The seafarers' place of hire, when joining at a port in his/her country of residence; or
  - b. The international airport in the seafarer's country of residence.
- 4.2 A seafarer's employment shall cease on the day he/she arrives at:
- a. The seafarer's place of hire, when leaving the vessel at a port in his/her country of residence; or
  - b. The international airport in the seafarer's country of residence.
- 4.3 A seafarer shall be engaged for a period mutually agreed between the seafarer and the Company and must be clearly identified on the Seafarers' Employment Agreement unless the Company operates a permanent employment system. Such service periods on board the ship, which may be extended or reduced by 1 (one) month for operational convenience, shall not exceed 12 (twelve) months in total.

## **Article 5 : Hours of Duty**

- 5.1 The normal working hours shall be 44 (forty-four) hours per week and in compliance with the STCW Convention 1978, as amended from time to time. The normal hours of work shall be 8 (eight) hours per day from Monday to Friday, and 4 (four) hours on Saturday for Officers and Ratings. For those who do not stand sea watches, their working hours shall usually fall between 0600 and 1800 hours per working day.

## **Article 6 : Overtime**

- 6.1 Any hours of duty in excess of 8 (eight) from Monday to Friday and 4 (four) on Saturday, and any hour of duty on Sunday or a holiday as specified in Article 7, shall be paid as overtime. The hourly overtime rate is stipulated in Annex II.
- 6.2 All overtime payment for Officers is fixed and included in the consolidated monthly rates of pay stipulated in Annex II.
- 6.3 Each Rating shall be paid at least the guaranteed overtime hours each month as indicated in Annex IV.
- 6.4 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department. Such record shall be handed to the seafarer for approval every month or at shorter intervals.
- 6.5 Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril, shall not count for overtime payment.

## **Article 7 : Holidays**

- 7.1 For the purpose of this Agreement, the days listed in Annex III shall be considered as holidays at sea or in port. If a holiday falls on a Sunday, the following work day shall be observed as the holiday.
- 7.2 In view of international crew complements on board ships, the dates of holidays may be modified by the Company, but the total number of holidays must still comply with the minimum number specified in Annex III.

## **Article 8 : Hours of Rest**

- 8.1 Each seafarer shall have a minimum of 10 (ten) hours of rest in any 24 (twenty-four)-hour period and 77 (seventy-seven) hours of rest in any 7 (seven)-day period as per the requirements of the STCW Convention 1978, as amended from time to time.
- 8.2 This 24 (twenty-four)-hour period shall begin at the time a seafarer starts work immediately after having had a period of at least 6 (six) consecutive hours off duty.
- 8.3 The hours of rest may be divided into not more than 2 (two) periods, one of which shall be at least 6 (six) hours in length, and the interval between consecutive periods of rest shall not exceed 14 (fourteen) hours.

- 8.4 In order to ensure a continued safe operation of Hong Kong ships in exceptional conditions, certain exceptions from the above requirements for the rest periods are allowed for those watchkeeping seafarers and those whose duties involve designated safety, prevention of pollution and security duties provided that the rest period is not less than 70 (seventy) hours in any 7 (seven)-day period and on certain conditions, namely:
- a. Such exceptional arrangements shall not be extended for more than 2 (two) consecutive weeks;
  - b. The intervals between 2 (two) periods of exceptions shall not be less than twice the duration of the exception;
  - c. The hours of rest may be divided into no more than 3 (three) periods, one of which shall be at least 6 (six) hours and none of the other two periods shall be less than 1 (one) hour in length;
  - d. The intervals between consecutive periods of rest shall not exceed 14 (fourteen) hours; and
  - e. Exceptions shall not extend beyond two 24 (twenty four)-hour periods in any 7 (seven)-day period.
- 8.5 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.
- 8.6 The Master of a Hong Kong ship shall have the right to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, person on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. Accordingly, the Master may suspend the schedule of 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, any seafarers who have performed work in a scheduled rest period shall be provided with an adequate period of rest by the Master.
- 8.7 A short break of less than 30 (thirty) minutes will not be considered as a period of rest.
- 8.8 Musters, fire-fighting and lifeboat 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.
- 8.9 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 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.
- 8.10 Records of seafarer's 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 seafarer shall be calculated in accordance with this Agreement and according to the attached wage scales in Annex II. 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.
- 9.2 Wages or basic wages means the payment, however composed, for the normal hours of duty as defined in Article 5, and shall be payable for the entire duration of employment as defined in Article 4. Payments for overtime worked, bonuses, allowances, paid leave and other additional remuneration as specified in the Seafarers' Employment Agreement are payable only while

employed on board.

- 9.3 The seafarer may take a cash advance of up to their net wages, after deductions, in US dollars, or in another currency agreed with the seafarer, at the end of each calendar month by giving reasonable notice to the Master. The Company may limit the amount of such cash advance if the vessel is calling at ports where obtaining or carrying large amounts of cash is subject to currency regulation, is prohibitive due to local bank or agency procedures or might put the vessel and crew in danger of acts of robbery or piracy.
- 9.4 Any wages not drawn by the seafarer shall accumulate as wage payments due from the Company. The Master must provide the seafarer with a monthly account of their accrued wages (i.e. wage payments due and wages paid), identifying the exchange rate where applicable. Upon termination of employment, the seafarer shall be given a written final account of accrued wages and all remuneration due before being discharged from the ship. Where a seafarer is landed in an emergency, the written account shall be given to the seafarer as soon as it is practical to do so.
- 9.5 For the purpose of calculating wages, a calendar month shall be regarded as having the number of days specified in Annex IV.

#### **Article 10 : Allotments**

- 10.1 Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals. The amount of allotment shall be mutually agreed on engagement and indicated in the Seafarers' Employment Agreement or an appended allotment note signed by both parties. The Company may also provide facilities for the seafarer to remit to a designated allottee, any amount earned in excess of this allotment, allowing for any deductions as specified in Article 9.
- 10.2 Any charge for remitting allotment shall be reasonable, and the rate of currency exchange, unless otherwise provided, shall, in accordance with national laws or regulations, be at the prevailing market rate or the official published rate and not unfavourable to the seafarer.

#### **Article 11 : Leave**

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

#### **Article 12 : Shorthand Manning**

- 12.1 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 6.

#### **Article 13 : Service in Warlike Operations Areas**

- 13.1 A warlike operations area will be as indicated by the Warlike Operations Area Committee (WOAC).

- 13.2 During the assignment, a seafarer 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 seafarer shall be repatriated at Company's cost with benefits accrued until date of return to his/her country of residence.
- 13.3 Where a ship enters into an area where warlike operations take place, the seafarer 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 5 (five) days' pay. Similarly the compensation for disability and death shall be doubled.
- 13.4 A seafarer shall have the right to accept or decline the assignment without risking losing their employment or suffering any other detrimental effects.

#### **Article 14 : Crew's Effects**

- 14.1 When any seafarer suffers total or partial loss of, or damage to, their personal effects, excluding cash, and valuables as defined by the vessels' insurers, whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding or collision, excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the Company compensation up to a maximum as specified in Annex IV.
- 14.2 The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
- 14.3 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 15 : Termination of Employment**

- 15.1 a. A seafarer may terminate his/her employment by giving one month's notice of termination to the Company or the Master of the ship in writing.
- b. The Company may also terminate a Seafarers' Employment Agreement by giving one month's written notice to the seafarer.
- c. The Company shall allow seafarers to terminate the employment at shorter notice or without notice without penalty for compassionate or other urgent reason. Compassionate or other urgent reason refers to incidence of death or life threatening injury or illness of an immediate member of the seafarer's family which includes the seafarer's parents, spouse and children (if the seafarer is married), or parents (if the seafarer is single).
- 15.2 If the seafarer was employed for specified voyage, and if the voyage is subsequently altered substantially, either with regard to duration or trading pattern, he/she shall be entitled to terminate the seafarer's employment as soon as possible. A seafarer may refuse to sail into a warlike operations area as defined by Article 13.
- 15.3 The Company may terminate the employment of a seafarer before the expiry of the period of engagement as specified in the Seafarers' Employment Agreement if the seafarer:
- Is in serious default of employment obligations as per Article 17; or
  - Is incapable of performing the duties and responsibilities of the position in which the seafarer was employed.

Provided that in case of dismissal for serious default or incapability on part of the seafarer, the Company shall, prior to dismissal, give written statement of reason to the seafarer specifying

the serious default or incidents of incompetence relied upon; and in the event that such statement of reason is not given as aforesaid the dismissal shall be ineffective in terminating the employment of the seafarer and the seafarer shall be entitled to claim for compensation up to a maximum of 2 (two) months' basic wages.

- 15.4 As per Section 91 of the Merchant Shipping (Seafarers) Ordinance, Cap. 478 of the Laws of the Hong Kong Special Administrative Region, China:
- a. Where a Hong Kong ship is wrecked or lost and a seafarer whose employment in the ship is thereby terminated, or a seafarer's employment in a Hong Kong ship is terminated other than for disciplinary reasons, before the date contemplated in the crew agreement under which he is so employed he shall, subject to this section, be entitled to basic wages at the rate payable under that agreement at the date of the wreck, loss or termination of employment other than for disciplinary reasons, for every day on which he is unemployed in the 2 months following that date.
  - b. Where a Hong Kong ship is sold or ceases to be a Hong Kong ship and a seafarer's employment in the ship is thereby terminated before the date contemplated in the crew agreement under which he is so employed, then he shall, subject to this section, be entitled to basic wages at the rate payable under that agreement at the date on which his employment is terminated for every day on which he is unemployed in the 2 months following that date.
  - c. A seafarer shall not be entitled to wages by virtue of subsection (a) or (b) for a day on which he was unemployed, if it is shown-
    - i. That the unemployment was not due to the wreck or loss of the ship, or termination of employment other than for disciplinary reasons or, as the case may be, the termination of his employment on the sale of the ship or its ceasing to be a Hong Kong ship; or
    - ii. That the seafarer was able to obtain suitable employment for that day but unreasonably refused or failed to take it.
- 15.5 The Company has the right to transfer any crewmembers to another vessel operated by the Company with the same terms and conditions in order to complete the Agreement as originally signed.

#### **Article 16 : Repatriation**

- 16.1 Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.
- 16.2 During repatriation for normal reasons, the Company shall be liable for the following costs until the seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:
- a. Payment of basic wages between the time of discharge and the arrival of the seafarer at:
    - i. The seafarer's place of hire, when leaving the vessel at a port in his/her country of residence; or
    - ii. The international airport in the seafarer's country of residence.
  - b. Cost of accommodation and food;
  - c. Transport of the seafarer's personal effects up to the amount allowed free of charge by the relevant carrier as agreed with the Company, but not more than 30 (thirty) kg.
- 16.3 A seafarer shall be entitled to repatriation to his/her country of residence at the Company's expense on termination of employment as per Article 15 except where such termination arises under Articles 15.1(a) and 15.3(a).



## Article 17 : Misconduct

- 17.1 The Company may terminate the employment of a seafarer following a serious default of the seafarer'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 seafarer specifying the serious default which has been the cause of the dismissal.
- 17.2 Serious default by a seafarer of his/her employment obligations includes any proven offence committed by the seafarer which is punishable under the Laws of the applicable Port State Jurisdiction, or any of the disciplinary offences defined under Section 4 of the Merchant Shipping (Seafarers) (Disciplinary Offences On Board Ships) Regulation, Cap. 478N of the Laws of the Hong Kong Special Administrative Region, China, as quoted hereafter: It is a disciplinary offence on board a ship for a seafarer-
- a. Wilfully to strike any person;
  - b. Wilfully to disobey a lawful command;
  - c. Without reasonable cause-
    - i. To fail to be available for duty at a time when he is required by the master or by a person authorized by the master to be so available;
    - ii. To fail to report or to remain at his place of duty at a time when he is so required to be at that place; or
    - iii. While on duty, to be asleep at his place of duty;
  - d. To be under the influence of drink or a drug (whether alone or in combination) to such an extent that he behaves in a disorderly manner or is unfit to be entrusted with his duty or with any duty which he might be called upon to perform, unless the drug was taken by him for medical purposes and either-
    - i. He took it on medical advice and complied with any directions given as part of that advice; or
    - ii. He had no reason to believe that the drug might have the influence it had;
  - e. Without the consent of the master or of any other person authorized to give it, to bring on board the ship or to have in his possession on board any offensive weapon;
  - f. Wilfully and without reasonable cause-
    - i. To damage the ship;
    - ii. To damage any property on board the ship; or
    - iii. To throw any such property overboard;
  - g. Without reasonable cause, to take or to be in possession of any property belonging to or in the custody of any person on board the ship; or
  - h. To cause or knowingly to permit to be on board the ship any person who, not being authorized by law to be on board the ship, is on board without the consent of the master or of any other person authorized to give it.
- 17.3 When a seafarer is dismissed 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 which are directly attributable to the seafarer's proven fault. The Company is not entitled to recover the costs of providing a replacement for the dismissed seafarer.
- 17.4 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 seafarer's employment obligations if:
- a. The ship is unseaworthy or otherwise substandard. A ship shall be regarded as unseaworthy or substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;
  - b. For any reason it would be unlawful for the ship to sail;
  - c. The seafarer has a genuine grievance against the Company concerning 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.

### **Article 18 : Medical Attention**

- 18.1 During the course of employment, a seafarer shall be entitled to immediate medical attention, including the right to visit a doctor or dentist in a port of call, where practicable, and in accordance with Article 18.6 of this Agreement.
- 18.2 A seafarer who is hospitalized abroad owing to illness 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 seafarer is repatriated to his/her country of residence, whichever happens first.
- 18.3 A seafarer repatriated to their port of engagement, unfit as a result of illness or injury, shall be entitled to reasonable medical attention (including hospitalization) at the Company's expense:
  - a. In the case of occupational disease or work-related injury, for so long as medical attention is required or until a medical determination is made in accordance with the provisions of the Employees' Compensation Ordinance, Cap. 282 of the Laws of the Hong Kong Special Administrative Region, China, concerning permanent disability.
  - b. In the case of an illness or injury other than occupational disease or work-related injury and which was not due to his/her serious and wilful misconduct, until he/she is declared fit for duty up to a maximum of 112 (one hundred and twelve) days from the day of the injury or the commencement of the sickness.
- 18.4 Seafarers must submit proof of entitlement to the medical attention specified in Article 18.3 in the form of satisfactory medical reports (endorsed, if necessary, by a Company-appointed doctor).
- 18.5 For the purposes of this Article, occupational diseases are those specified in the Second Schedule annexed to the Employees' Compensation Ordinance, Cap. 282 of the Laws of the Hong Kong Special Administrative Region, China.
- 18.6 The Company shall not bear the cost of:
  - a. Dental procedures, other than tooth extraction, basic treatment for the relief of acute episodes of infection and pain, or dental surgery if necessary due to accident in the course of duty;
  - b. Optical appliances, except for loss or damage from an accident in the course of duty;
  - c. Expenses arising out of any injury or disease caused by wilful misconduct;
  - d. Expenses incurred as a result of illness or disablement arising from attempted suicide, the wilful misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except when endeavouring to save human life, or the performance of any unlawful act;
  - e. Blood test and/or treatment for sexually transmitted diseases; or
  - f. Treatment expenses if it is proved that the seafarer at the time of entering into the employment, wilfully and with intent to deceive represented in writing that he/she had not previously suffered from the disease (as per Section 32.1(b) of the Employees' Compensation Ordinance, Cap. 282 of the Laws of the Hong Kong Special Administrative Region, China).

### **Article 19 : Sick Pay**

- 19.1 When a seafarer is landed at any port because of sickness or injury, payment of their full wages shall continue until they have been repatriated at the Company's expense as specified

in Article 16.

19.2 After a seafarer is repatriated because of sickness or injury, the seafarer shall be entitled to sick pay at the rate equivalent to their basic wage while they remain entitled to medical attention pursuant to Article 18.3 of this Agreement.

19.3 Seafarers must submit proof of entitlement to sick pay specified in Article 19.2 in the form of satisfactory medical reports (endorsed, if necessary, by a Company-appointed doctor).

If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, the Company and the seafarer may jointly nominate a third doctor, and the decision of this doctor shall be final and binding on both parties.

#### **Article 20 : Maternity**

- 20.1 In the event that a crew member becomes pregnant during her 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 26<sup>th</sup> (twenty-sixth) week of pregnancy; and at the first port of call (if remaining on the vessel could be hazardous to the pregnancy due to the nature of the vessel's operations);
  - c. The seafarer shall be entitled to 10 (ten) weeks' basic pay; or
  - d. The seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within 3 (three) years following the pregnancy should such a vacancy be available.

#### **Article 21 : Compensation for Death or Injury by Accident**

21.1 Compensation for death or injury by accident (or occupational disease) arising out of and in the course of employment, including employment on warlike operations or as a result of marine or other similar perils while serving as a seafarer of the ship, shall be payable by the Company/employer in accordance with the provisions of the Employees' Compensation Ordinance, Cap. 282 of the Laws of the Hong Kong Special Administrative Region, China.

#### **Article 22 : Loss of Life during Employment**

22.1 If a seafarer dies through any cause whilst in the employment of the Company under a Seafarers' Employment Agreement, the Company shall pay at least the minimum compensation specified in Annex IV, to the deceased seafarer's nominated beneficiary. 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.

22.2 The compensation described in Article 22.1 and in Article 21 of this Agreement shall not limit the Company's liability as employer to pay a greater death compensation which may be awarded under the laws or regulations relating to seafarers' death compensation in the seafarer's country of domicile, if applicable.

22.3 The Company may refuse the minimum compensation described in Article 22.1, at its discretion, in respect of:

- a. Death resulting from a deliberate self-injury, unless it can be reasonably demonstrated that this was as a result of mental illness which was aggravated whilst in the employment of the Company;

- b. Death resulting from personal injury or illness if the employee has at any time represented to the employer, or his representative, that he was not suffering or had not previously suffered from that or a similar injury or illness, knowing that the representation was false;
- c. Death directly attributable to the seafarer's addiction to drugs or his/her having been at the time of the accident under the influence of alcohol; or
- d. Death attributable to the serious and wilful misconduct of the seafarer.

22.4 The Company shall be liable to pay the cost of burial expenses in the case of death occurring on board or ashore during the period of engagement.

22.5 The Company shall bear reasonable costs of transporting the body of a deceased seafarer, or the ashes if cremated, and the deceased's personal effects back to the seafarer's country of residence.

### **Article 23 : Insurance Cover**

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

### **Article 24 : Accommodation, Recreational Facilities, Food and Catering**

24.1 The Company shall provide accommodation, recreational facilities, and food and catering services in accordance with the standards specified in the Hong Kong Marine Department Declaration of Maritime Labour Compliance – Part 1 (DMLC 1) and associated guidelines.

24.2 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.

24.3 Seafarers will have access to free communication on a one-off basis linked to compassionate circumstances at the Company's discretion.

### **Article 25 : Personal Protective Equipment**

25.1 The Company shall provide the necessary personal protective equipment in accordance with the standards specified in the Hong Kong Marine Department Declaration of Maritime Labour Compliance – Part 1 (DMLC 1) and associated guidelines, which specify any additional equipment, for the use of each seafarer while serving on board.

25.2 The Company will supply seafarers with appropriate personal protective equipment required for the job.

25.3 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.

25.4 Seafarers should not be permitted or requested to perform the work if the necessary safety equipment is not available to operate in compliance with any of the above regulations.

25.5 Seafarers should use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal

protective equipment remains the property of the Company.

#### **Article 26 : Shipboard Safety Committee**

- 26.1 The Company shall facilitate the establishment of an on-board Safety and Health Committee, in accordance with the standards specified in the Hong Kong Marine Department Declaration of Maritime Labour Compliance - Part 1 (DMLC 1) and associated guidelines, and as part of their safety-management system.
- 26.2 The Company shall provide a link between the Company and those on board by designating a person or persons ashore having direct access to the highest level of management as per the requirements of the ISM Code. The Company shall also designate an on-board competent Safety Officer who shall implement the Company's safety and health policy and programme and carry out the instructions of the Master to:
- a. Improve the crew's safety awareness;
  - b. Investigate any safety complaints brought to his/her attention and report them 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.
- 26.3 The Company acknowledges the right of the crew to elect a safety representative to the on-board Safety and Health Committee.

#### **Article 27 : Union Fees and Representation of Seafarers**

- 27.1 All the seafarers shall be members of at least one of the undersigned Unions.
- 27.2 The Company shall pay invoiced Union fees for each vessel listed in Annex I.
- 27.3 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.

#### **Article 28 : Equality**

- 28.1 Each seafarer is entitled to work, train and live in an environment free from harassment and bullying whether motivated by sex, race or any other factor. The Company will regard breaches of this entitlement as a serious act of misconduct on the part of seafarers.

#### **Article 29 : Breach of Agreement**

- 29.1 If the Company breaches the terms of this Agreement, the Unions, acting for themselves or on behalf of all or any seafarers, shall be entitled to take such measures against the Company as may be deemed necessary to obtain redress.

#### **Article 30 : Amendment of Agreement**

- 30.1 The terms and conditions of this Agreement and Annexes are binding for the duration of this Agreement. Said terms and conditions can be reviewed if at any time the Unions and the

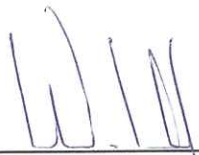
Company mutually agree on amendments and/or additions to this Agreement. Such amendments and additions shall be agreed in writing and signed by the parties.

### Article 31 : Validity of Agreement

31.1 This Agreement shall enter into force on 1<sup>st</sup> January 2017 and shall terminate on 31<sup>st</sup> December 2018.

Signed by:

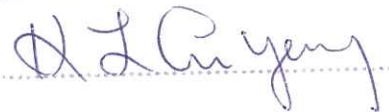
For and on behalf of **PACIFIC BASIN SHIPPING (HK) LIMITED**



1<sup>st</sup> January 2017 ✓

For and on behalf of the **AMALGAMATED UNION OF SEAFARERS – HONG KONG**

AMALGAMATED UNION OF SEAFARERS H.K.



For and on behalf of the **HONG KONG SEAMEN'S UNION**



Announcement from the Hong Kong Seamen's Union

Pursuant to the amendment of the Constitution of the Hong Kong Seamen's Union adopted by the 38th Congress, "members of the Hong Kong Seamen's Union under Collective Bargaining Agreement has been amended to include "associate seafarers of Hong Kong Seamen's Union". The associate seafarers are entitled to the benefits and negotiation rights as other members of the Hong Kong Seamen's Union.

For and on behalf of the **MERCHANT NAVY OFFICERS' GUILD – HONG KONG**

