



Fleet Memoranda

Form: FM
Issue No: 1 – 01/15
Amend No: 0

ECM 01 – Carisbrooke Shipping Ltd – Seafarer Employment Agreement, Collective Bargain Agreements (e.g. ITF/Nautilus/POEA), Working Hours & Overtime

Recipient: All Officers and Crew
Date: 09 June 2017
Department: Employment and Crewing

The below are applicable to all Seafarers (all ranks, all nationalities, all genders) employed on Carisbrooke Shipping Ltd managed vessels.

The below are extracted from Company SMS Manual and Files, from MLC Convention and from the MLC compliant template Seafarer Employment Agreement and Collective Bargain Agreements (e.g. ITF/Nautilus POEA).

NOTHING IS NEW!

A COPY OF THIS FLEET MEMO IS TO BE KEPT IN EACH CABIN.

REMINDERS/EXTRACTS /QUOTES FROM VARIOUS ABOVE:

Seafarer means any person who is employed or engaged or works in any capacity on board a ship to which this Convention applies (all our vessels).

Seafarers' Employment Agreement (SEA) includes **both** a contract of employment (CoE) and articles of agreement- and the relevant Collective Bargain Agreement (e.g. ITF/Nautilus/POEA).

Contract of Employment (CoE) is the document signed in original **by each Seafarer and the MLC Shipowner (or on behalf of MLC Shipowner).**

The **MLC Shipowner** for all CS Ltd managed vessel is **Carisbrooke Shipping Ltd**. Seafarers can be recruited and employed directly by the MLC Shipowner (CS Ltd- Personnel Department) or via MLC certified /approved Manning Agencies (Seafarers Recruitment and Placement Services).

The signed SEA contains also the phrase: QUOTE By Signing Below, I Confirm that I have been given Sufficient Time to Review and Seek Advice on this Agreement and of the relevant Collective Bargaining Agreement.

UNQUOTE

Wages: The term basic pay or wages means the pay, however composed, for normal hours of work; it **does not include** payments for overtime worked, bonuses, allowances, paid leave or any other additional remuneration; **Overtime** means time worked in excess of the normal hours of work.

The seafarer shall be compensated for all work performed in excess of the regular eight (8) hours.

Overtime is GUARANTEED (in our SEAs).

This fixed rate overtime shall include (N.B. **but not limited to**) overtime work performed on Sundays and holidays but shall not exceed one hundred five (105) hours a month

No overtime work shall be considered for any work performed in **case of emergency** affecting the safety of the vessel, passenger, crew or cargo, of which the master shall be the sole judge, or for fire boat, or emergency drill or work required to give assistance to other vessels or persons in immediate peril.



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CLARIFICATIONS:

By signing SEA the Seafarer agrees for: Basic Wage + Overtime Guaranteed + Leave Pay + all terms in **THE APPLICABLE CBA** and of course the SEA is MLC compliant by definition.

Seafarers' working hours, which are clearly laid out in both the Seafarers Employment Agreement (SEA) and Collective Bargaining Agreement (CBA), provided and signed by all Seafarers prior to embarkation of a vessel, include the following:

- **44 hours (Basic Wage) per week** – which makes up 50% of their monthly-consolidated wage.

- In addition, Seafarers are paid **105 overtime hours per month**, which together with the monthly 'leave pay equivalent to 2.5 days per month' makes up the other 50% of their monthly wage.

The 105 hours overtime per month might be and should be required by the Master and/or Head of departments to be worked BY ANY/ALL SEAFARERS for VESSEL/COMPANY/MLC SHIPWONER related tasks towards mandatory requirements and Company Standards as detailed in the SMS Manuals and Files.

In essence: ALL SEAFARERS MAY BE REQUIRED TO WORK APPROX 300HRS/30 DAYS MONTH.

IT IS THE DUTY OF THE MASTER AND HEAD OF DEPARTMENTS TO ENSURE THAT THE VESSEL'S MAINTENANCE AND REQUIRED COMPLIANCE FOR SAFETY, SECURITY, POLLUTION PREVENTION, WORKING AND LIVING CONDITIONS ARE KEPT IN FULL, EFFECTIVE AND EFFICIENT.

Works carried out for Charterers/Commercial Operators benefit /purposes are to be dealt with in accordance with Company SMS Manuals, Files and Forms (see COM 01 , and TSM 108 , Form F07- as amended) .

The Rest and Work Hours requirements, and follow up actions in event of breaches are to be strictly observed.

The seafarer shall keep his cabin/living quarters (including bathroom, toilet, etc.) in clean and tidy condition to the satisfaction of Master. The work is to be performed outside the seafarer's regular working hours and for which no overtime shall be claimed.

If, at any time, any seafarer requires clarification or wishes to raise any questions or concerns, these need addressing with their Manning Agency (SRPS) or to Carisbrooke Shipping Ltd –Personnel Department prior to signing the relevant SEA and pre-joining pack checklist.

Whilst on board, please address your queries/complaint to the Head of Department, Master or use the On Board Complaint Procedure & Form as available in MLC Crew Folder placed in Messrooms on board of all CS Ltd vessels.

Seafarers are kindly requested to review the above and the documents used for references, before attempting to make/ lodge a complaint.



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Many thanks for your continuous support.

Issued by :

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