

### SEAFARERS EMPLOYMENT AGREEMENT (FOREIGN FLAG VESSELS)

This contract of employment is entered between M/s GLORY INTERNATIONAL FZ LLC, Address: Business Center, Rakez, Ras Al Khaimah, UAE. Contact Details: Tel: 04-3366906, Fax: 04-3366971 as Ship's Manager for and on behalf of:

Ship's Owner: GLORY INTERNATIONAL FZ LLC,
BUSINESS CENTRE,
RAS-AL-KHAIMAH ECONOMIC ZONE,
P.O BOX- 121813 RAK, UNITED ARAB EMIRATES

The Seafarer whose details mentioned as below:

Name : ANIL KUMAR SINGH

Date & Place Of Birth : 08-08-1974 (HOLPUR KUNDA, UTTAR PRADESH)

Nationality : INDIAN

Passport Number : Z3985232

CDC Number : MUM147985

In the rank of <u>CHIEF OFFICER</u> on board <u>"M. T. GLOBAL LADY"</u> for a period of  $\underline{06(+1)}$ , Commencing from  $\underline{27}^{TH}$  MAY 2022 at the port of engagement <u>PIPAVAV</u>.

The terms and conditions are as follows:

## 1. REMUNERATION:

PARTICULARS	AMOUNT U.S. DOLLARS		
BASIC SALARY		1645/-	
FIXED OVERTIME ALLOWANCE		525/-	
LEAVE WAGES		490/-	
TANKER ALLOWANCE		840/-	
TOTAL:	US\$(p.m.)	3500/-	

(Basic wages shall be paid from the date of joining vessel. The remuneration for the sea service period along with other allowances shall commence from the actual date of joining the vessel. Leavewages will be calculated on monthly/prorate basis and be paid

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at the time of signing off).

The employer will reimburse against your application of expenses towards joining expenses. In addition to the above, actual visa fees, airport tax and other legal claims (If any) will be reimbursed against the youchers / actual receipts towards the expenses incurred.

In General – Seafarer agrees to be employed under the ITF CBA 2022 - 2023 for Seafarers which has been read and understood and other terms under this contractand company manuals shall apply excluding appendix 2 where the wage scale of Crew Member is mutually agreed between Ship Owner and Crew Member as written in this contract and signed/acknowledged/agreed by Crew Member.

#### 1. INCREMENTS:

Increments are calculated basis completion of sailing time. Accordingly, your incrementwill be due after completion of sea service.

### CASH ADVANCES ON BOARD

All seafarers will be allowed to draw cash advances up to the amount of their earning standing against their name. At no time his accounts will run in to negative balance. As far as possible the company will endeavor to make advances available.

### ALLOTMENT

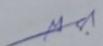
The employer will provide the facility of sending one monthly allotment without any extra cost to the seafarer. To facilitate transfer of wages to your account, you are required to open an account in your country. You may leave the necessary instructions with the Bank for transfer of wages as required by you.

#### **BALANCE OF WAGES**

As far as possible, the company will pay your balance of wages prior to your signing off the vessel. However, in the event of currency restrictions prevailing in that port, the employer will pay you in local currency if you desire so. If, in exceptional circumstances, funds are not available on board or with agents, the employer will settle your Balance of Wages within a month by remitting same into your nominated bank account provided by you to the Master prior signing off. At time of signing off from the vessel all remaining salaries will be remitted by Wire Pay System in respective accounts with the next following monthly remittance transfers.

#### PROBATION PERIOD

During your first contract with the employer, the first tour of duly will be considered as probation period. In case a seafarer is promoted on board during his contract, the first





three months after the promotion will be the probation period. During probation period company is entitled to terminate your employment in case of unsatisfactory performance and appraisals from your superiors.

You will be responsible for all personal taxation whether of an income or capital nature, which maybe levied upon you from time to time.

# MEDICAL ATTENTION, SICK PAY, DEATH AND DISABILITY COMPENSATION.

 The employer will pay all medical expenses from the date of commencement of the contract till the time of your repatriation to your home town, for any sickness contracted or injury received whilst upon the employer's business, provided it was not self-inflicted

or due to your own fault or negligence in which case the seafarer forfeits the right for compensation and shall be liable for all expenses incurred.

An officer repatriated to their port of engagement, unfit because of sickness or injury, shall be entitled to medical attention (including hospitalization) at the Company's expense (Ref CBA Article 21);

- In the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports;
- In the case injury, for so long as medical attention is required or until a medical determination is made in accordance with Clause 24.2 concerning permanent disability.
- Proof of continued entitlement medical attention shall be by submission of satisfactory medical reports, endorsed by Company's Doctor. (Ref CBA Article 21)
- Compensation of loss of life: In case of death of seafarer due to an accident whileserving on board or while traveling to or from the vessel on employer's business or due to marine peril, the employer will pay to his immediate next of kin compensation as per the governing CBA.
- 4. Disability Compensation: If a seafarer due to no fault of his own meets with an accident while working on board or while traveling to or from the vessel on employer's business or due to marine peril and as a result his ability to work is reduced, the employer will pay him disability compensation as per the governing CBA.





#### DENTAL / OPTICAL TREATMENT

Cosmetic dental work will not be paid by the employer. Spectacles are to be on the seafarer's own account. In the event of spectacles being broke during service, replacement will be on employers account (Subject to suitable on-board log entry).

### LOSS OF PERSONAL EFFECTS

In case of loss or damage to personal effects, because of wreck or loss due to stranding or abandonment of the vessel, or because of fire, flooding or collision, payment of compensation will be made in accordance with the regulations of the PNI Club covering the vessel and the prevailing practices of the marine industry, but the maximum amount shall not exceed USD 1000.00.

#### TRAVEL

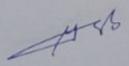
At all times seafarers will be flown economy class and will be entitled to baggage allowance as applicable. Any extra baggage expenses incurred will be paid by the seafarer.

The terms and conditions of insurance cover, as applicable during the service on board a vessel would apply from time to time of the seafarer's departure from his home port to join the vessel and up to his return to home port. This cover is subject to conditions under repatriation clause of the agreement.

### **DOCUMENTS**

Seafarer will be required to carry all his documents in original which are considered necessary for service on board the vessel to which he is being assigned. Any expense that the employer may incur due to the officer not having complied with the above will be chargeable to the officer, anydocument(s), license(s) found to be fictitious or not valid by any authority, the employee should be bearing all costs and consequences arising out of it. Without limiting the extent, such documents will mean to include:

- Passport & CDC to be with validity of not less than 6 months having at least 2 blankpages for any required visa.
- International vaccination certificate in respect of Yellow Fever and another specificrequirement.





- 3. Certificate of competency.
- 4. Certificate of courses which are mandatory as per STCW'2010 convention.
- 5. Certificate for any additional training, which the seafarer may have attended.

### **DRUG & ALCOHOL**

At the time of joining the company a seafarer is required to give an undertaking that he is not a habitual user of drug other than at time when, prescribed by doctors for medications.

Seafarer attention is drawn to the drug abuse act as laid down by the U.S. Coast Guard and any infringement by the officer which may incur a penalty or prosecution on him will not be defended by the employer.

Seafarer's attention is drawn to our policy on use of drugs and misuse of Alcohol. The seafarer undertakes not to consume any alcohol 4 hours of going on watch keeping and further agrees that at no time he will consume alcohol of an amount exceeding 40mg/100cc of blood at the time of taking over his watch keeping / port duties and agree to abide by the Company's Drug & Alcohol policy which he has read and understood.

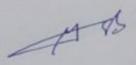
Any violation of these requirements may lead to disciplinary action including dismissal of the seafarer.

# HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION POLICY

Seafarers attention is drawn to the Manager's policy on Health, safety and Environmental protection policy to give priority to occupational health, ensure safety at sea, prevention of human injury or loss of life, prevention of pollution, avoidance of damage to the marine environment, preservation / conservation of our environment and continual improvement in health, safety and environmental performance.

## EARLY TERMINATION OF CONTRACT

A seafarer may resign from our services at any time before the expiry of his contract after giving one month notice in writing, in which case he will be entitled to leave pay prorata, but he is to be responsible for his repatriation expenses. In the event of his leaving the employer's services on less than 1 month notice, he is entitled to leave pay pro-rata, but he will be responsible for his repatriation and relief expenses and employer reserves the right to recover from his all costs and/orlosses incurred, which would not have arisen had he fulfilled his contract period.





If, due to circumstances involving no fault of a seafarer, it becomes necessary to terminate employment within the period of your service, the employer will give one month's notice in writing or one month's basic wages in lieu thereof, plus leave pay on pro-rata for the actual period of service and free repatriation to the place of your engagement.

If you are discharged due to your misconduct, negligence or incompetence within this period of during your probationary period as in (FF), you will receive wages only up to and including the dayof termination of your services, but you will be responsible for your repatriation and relief expenses and for all costs and/or losses incurred, which would not have arisen, had you not been discharged. Termination may result due to any or all of the below causes:

- Violating the Employer's Alcohol & Drug Policy, Employer has very strict no Alcohol &Drug policy onboard.
- Carelessness and/or dishonesty.
- Incompetence.
- Failure to obey orders/instructions.
- Failure to observe Failure to observe a general standard of good conduct whether personalor in the line of duty.
- Misrepresentation or concealment of any fact material for this Contract or the PEME.
- Failure to abide by the rules and regulations of the Employer, its customers, and/or anygovernment or authority.
- Engaging in the black market or other illegal transactions in currencies or commodities.
- Seafarer's arrest, indictment, or conviction.
- Any other conducts or acts would tend to discredit the Employer or interfere with theefficient conduct of its business.

The company reserves the right to transfer you on any vessel managed by the company during the tenure of this contract under similar terms and conditions.

Failure of carrying any original certificate on board will have consequences, if any fines and penalties are incurred than it will be on individual accounts.

### **CERTIFICATION AND EQUIVALENT LICENSES**

During the period of your employment you may be required to sail or serve on vessels of any type under any flag within normal trading limits without extra pay. The employer may assist you in making application and obtaining foreign licenses or certificates to meet vessel's flag country requirements on certification of officers. All expenses in obtaining such certificates will be reimbursed by the employer at the end of the seafarer's contract. The employer will bear the cost involved in obtaining any necessary visas or permits, which may be required to allow you to enteror remain in any area on

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employer's business.

At the time of joining you are required to give a declaration that you are not an alcoholic or a habitual user of drug except as properly prescribed by the doctors for medication. The employer will not defend your personal liability for infringements of any drugs or drugs trafficking law. Violation of these rules may result in termination of your contract and discharged as per the Clause <u>EARLY TERMINATION OF CONTRACT</u>.

You warrant that you will disclose or will disclose to the doctor, at the time of medical examination, true and complete information about and relevant to your past and present health status. Any continuing medication needed, and surgical operation undergone must be disclosed also. If you are subsequently found to have failed to disclose the true status of health, you will be liable for all costs and expenses incurred by the employer therefore thereof.

Death & Disability Compensation:

The ship owner undertakes to repatriate the seafarers so employed if stranded at any place as well as to look after his reasonable maintenance and to transport the mortal remains of the seafarer, if permissible under local laws, in case of death.

To the nominated beneficiary As per ITF TCC CBA 2019-2020

Note: "Senior Officers" for this clause means Master, Chief Officer, Chief Engineer and 2<sup>nd</sup> Engineer.

Signing this contract, binds you to sign the appropriate articles of the ship to which you may be appointed from time to time by the employer and it also defines that all claims arising from this contract are subject to prevailing marine rules / regulations.

All crew members and officers should strictly follow company manuals with regards to compliance with ISM and ISPS code and adhere to company's policies always. Safety and MARPOL procedures should be fully complied in accordance with latest regulations and company manuals.

 Various on-board procedures, salary & wage calculations, disciplinary procedures, cargo handling, maintenance, safety, operation and MARPOL procedures are laid down in company operation and ship board management manuals. All seafarers should be guided by the same.

ote: The 2018 amendments to the MLC 2006 related to the seafarer wages and compensation if held captive N/OFF the ship due to piracy or robbery will be effected.

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(On behalf of Employer/Ship Owner)

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Name of Beneficiary :	MRS	GAYATRI	SINGH

Account number : 52 02 91 00 25 78 706

Name of Bank : UNION BANK OF INDIA

Address of bank : 291-A, SHANTIPURAM,

ALLAHARAD-LUCKNOW HIGHWAY, ALLAHABAI

Swift Code / IFSC Code : URIN 0917524

I hereby confirm that I have read and fully understood the foregoing terms as well as terms & conditions at the time of my appointment and further that I voluntarily agree to those terms and will comply herewith in every respect.

Signature of Employee

Date: 27/05/2022

Copy to: Original (Seafarer)

Copy to: Master Copy to: Ship Owner Signature of Employer