

APSU IMEC IBF COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ASSOCIATED PHILIPPINE SEAFARERS' UNION

AND

INTERNATIONAL MARITIME EMPLOYERS'

COUNCIL LTD.

VALID FROM JANUARY 01, 2024 TO DECEMBER 31, 2024

AND

JANUARY 01, 2025 TO DECEMBER 31, 2025

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For the year 2024 to 2025

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into in Manila, Philippines, this **01** day of **January, 2024** by and between:

_____, Attorney-in-fact of
_____, a domestic corporation duly organised and existing
under the laws of the Republic of the Philippines, represented by its President,
_____, with principal office at
_____, Philippines,
hereinafter referred to as the “**COMPANY**”;

- and -

ASSOCIATED PHILIPPINE SEAFARERS' UNION (APSU), an affiliate of the
INTERNATIONAL TRANSPORT WORKERS' FEDERATION (ITF), a labour
organisation duly registered with the Department of Labour and Employment, herein
represented by its National President, **MICHAEL C. MENDOZA** with principal office at
Elliptical Road corner Maharlika Avenue, Diliman, Quezon City, Philippines, hereinafter
referred to as the “**UNION**”.

WITNESSETH: THAT

WHEREAS, the UNION is the sole and exclusive bargaining representative of all
Filipino crewmembers for the purpose of this Agreement on board _____ -
flag vessel;

“ _____ ”

WHEREAS, it is the desire of the parties to this agreement to promote and maintain industrial peace and harmony between the COMPANY and the UNION based on mutual respect of rights which will serve the best interest of all concerned;

NOW, THEREFORE, for and in consideration of the above premises and of the following covenants and conditions, the COMPANY and the UNION agree as follows

Article 1

Application

Section 1: This **IBF APSU-ITF/ IMEC AGREEMENT** 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 (JNG) 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 of maritime employers .

Section 2: This Agreement is deemed to be incorporated into and to contain the terms and conditions of the 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.

Section 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.

Section 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.

Section 5: The words “seafarer”, “ship”, IBF Special Agreement’, “UNION”, “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 Organisation on 23 February 2006 as amended.

Section 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.

Section 7: For the entire period of seafarers’ employment under this Agreement the Company shall have measures in place so that seafarers stay protected against discrimination and/or harassment on the basis of gender, religion, race, colour, nationality, political opinion, social origin and sexual orientation – compliant with the principles of the ILO Convention on Violence and Harassment, 2019 (No.190).

Article 2

UNION Security

Section 1: The COMPANY recognizes the UNION as the sole and exclusive collective bargaining representative of the Filipino seafarer on board vessel/s covered by this Agreement.

Section 2: All such seafarers covered by this Agreement engaged from the Philippines on board any vessel/s owned, chartered or operated by the COMPANY, shall as a condition of their employment in this COMPANY, be members of the UNION and maintain their membership in good standing with the Constitution and By Laws of the UNION.

Section 3: The COMPANY agrees that seafarers who maybe engaged after the signing of this Agreement, shall be drawn/selected from among the qualified members in the APSU RESERVED POOL and upon employment on board vessel/s all such seafarers shall maintain their membership in good standing in accordance with the Constitution and By Laws of the UNION as a condition of their engagement with the COMPANY.

Section 4: The COMPANY and the UNION agreed that a copy of this agreement should be made available to all seafarers on board the vessel by posting same in a conspicuous area of the vessel accessible to all seafarers.

Article 3

Pre-Employment

Section 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.

Section 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 will affect the seafarer's entitlement to compensation as per Articles 29, 30, 31, 32 and 36. 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 24.1 (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.

Section 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 document 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.

Section 4: Each seafarer shall sign an MLC compliant seafarer's employment contract.

Section 5: Documentation as required by Flag State shall be at COMPANY expense.

Article 4

Probationary Service

Section 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 an event compensation for premature termination of employment provided shall not apply.

Article 5

Duration of Employment

Section 1: A seafarer shall be engaged for the period specified in APPENDIX 6 to this Agreement and such period may be extended or reduced by the amount shown in APPENDIX 6 for operational convenience.

Article 6

Non-Seafarers Work

Section 1: Neither seafarers nor anyone else on board whether in permanent or temporary employment by the COMPANY shall carry out cargo handling services in a port, 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 clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlash, checking and receiving.

Section 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 y will not take any punitive measures against any seafarer who respects such dockworkers' 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.

Section 3: For crewmembers compensation for such work performed during the normal working week, as specified in Article 7, 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.

Section 4: In implementing the provisions of Articles 6.1 and 6.2 above, specific conditions may apply as identified in Appendix 7 to this CBA.

Article 7

Hours of Duty

Section 1: The normal hours of duty shall be as specified in APPENDIX 6, but in no case shall exceed;

- a). Eight hours (8) per day from Monday to Friday and four (4) hours on Saturday

Article 8

Overtime

Section 1: Entitlement to overtime for all seafarers shall be as specified in APPENDIX 2.

Section 2: Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department, if requested by a seafarer the hard copy will be provided.

Section 3: Such record, endorsed by the Master or a person authorised 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 their contract, one (1) 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 their overtime records at any time during their contractual term.

Section 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.

Section 5: If, by a system breakdown or failure, overtime records can't be reconstructed in a timely manner, the seafarer shall be paid an amount equal to 120 hours of overtime for Deck & Engine personnel or 140 hours of overtime for Catering personnel per month for the period for which no records exist, or a pro-rata amount should this period be less than one month. This amount will be inclusive of any payment made in respect of guaranteed overtime hours set out in this agreement.

Article 9

Holidays

Section 1: For the purpose of this Agreement the days listed in APPENDIX 6 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.

Section 2: Any special Holidays declared by the President of the Philippines other than those listed above shall not be applicable to seafarers on board a vessel.

Article 10

Rest Periods

Section 1: Each seafarer shall have a minimum of 10 hours rest in any 24-hour period and 77 hours in any seven-day period.

Section 2: This period of 24 hours shall begin at the time a Seafarer starts work immediately after having a period of at least 6 consecutive hours off duty.

Section 3: The hours of rest may be divided into no more than two (2) 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. Due to the specific working routine of those employed in Catering capacity, rest periods may be divided into three periods. These rest periods shall be taken between end of breakfast duties and lunch preparations, between end of lunch duties and dinner preparations and following dinner duties and until breakfast preparations on the following morning. The hours of rest afforded to Catering personnel shall include one period of minimum 6 hours and two (2) further periods of minimum 1 hour, but total rest hours not to be less than as specified in 10.1 above.

Section 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.

Section 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.

Section 6: A short break of 30 minutes or less will not be considered as a period of rest.

Section 7: Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.

Section 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 minimises 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.

Section 9: Records of seafarers' daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

Article 11

Wages

Section 1: The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scale APPENDIX 1 and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the seafarer. The wage scale in Appendix 1 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.

Section 2: The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the seafarer, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.

Section 3: Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly. For the purpose of this provision seafarer cash cards and e-wallets may be considered equivalent to cash, subject to the seafarer's explicit consent and the availability of customer support.

Section 4: For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.

Section 5: No seafarer employed in the Deck, Engine or Catering departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.

Article 12

Allotments

Section 1: Each seafarer to whom this Agreement applies shall be allowed an allotment note free of charge of up to 80% of basic wages (or such higher amount as agreed with the Master or Company) payable at monthly intervals to one account as indicated by the seafarer after allowing for any deductions as specified in Article 11, in line with the provisions of MLC Standard A2.2, paragraph 5.

Article 13

Leave

Section 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 14

Provident Fund

Section 1: The COMPANY and the UNION agree to provide a provident fund particularly for the Filipino seafarers on board the Ship/s covered by this Agreement. It is agreed that this program will encourage the seafarer's loyalty to the COMPANY and to the UNION, reward the seafarer's dedication to duty and service and provide them with benefits upon reaching the age of retirement or when they are separated from service when assistance is most needed by them.

Section 2: Starting from the date a member joins in the service on board the Ship, and every month thereafter while said member is serving on board a Ship, the COMPANY shall contribute to the program an equivalent of TEN PERCENT (10%) of the member's basic pay for the credit of said member. It is further agreed by the Parties that this Provident Fund shall be managed by a Board of Trustees whose members shall come from the UNION, the COMPANY and the manning agent/s supplying manpower to the participating vessels of the COMPANY.

Section 3: The administration and implementation of this program shall be governed by the Rules and Regulations which shall be approved by the COMPANY and the UNION.

Article 15

Special Maintenance Bonus

Section 1: The ratings positions indicated in the Schedule attached to this Agreement shall, in addition to the basic wage, guaranteed overtime payment and other allowances, receive a Special Maintenance Bonus. The bonus shall be payable in recognition of maintenance duties including the cleaning of hatches, tanks and deck and engine and catering work areas and shall be paid on full on board as specified in wage scale APPENDIX 1.

Article 16

Service Incentive

Section 1: In recognition to the Seafarers' dedication to duty, their devotion and loyalty to the COMPANY and the UNION, the COMPANY agrees to give extra compensation in the form of a monthly incentive allowance to the Seafarers in accordance to the APPENDIX 4 attached herewith.

Section 2: It is understood that the above Incentive allowance given to a Seafarer shall not be considered as part of their basic pay.

Article 17

Study leave Incentive

Section 1: In order to encourage officers to obtain higher certificates of competency, a payment for study pay, based on two (2) months at the basic wage, shall be awarded to officers who have successfully completed an approved course leading to the award of a higher certificate of competency. Payment will be made on production of the certificate.

Article 18

Subsistence Allowance

Section 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 19

Watchkeeping

Section 1: Watchkeeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.

Section 2: It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on day work.

Section 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, in addition, whenever deemed necessary by the Master or officer of the navigational watch.

Section 4: The Master and Chief Engineer shall not normally be required to stand watches.

Article 20

Manning

Section 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.

Section 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.

Section 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:

- a). persons engaged for security purposes should not undertake other seafarers' duties;
- b). only specific tasks authorized by the Master can be carried out by the riding squads;
- c). classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
- d). all riding squads must be covered by agreements in line with ILO conventions and recommendation; and
- e). riding squads should not be used to replace current crew or be used to undermine ITF agreements.

Article 21

Shorthand Manning

Section 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 8.

Article 22

Warlike Operations Areas / High Risk Area

Section 1: A warlike operations area shall be determined by 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.

Section 2: At the time of the assignment the COMPANY shall inform the Seafarer 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.

Section 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 the seafarer's home or 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 their employment or suffering any other detrimental effects.

Section 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 Section 1 and Section 2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.

Section 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 their home or to the 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 23

Crew's Effects

Section 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 specified in APPENDIX 3.

Section 2: The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.

Section 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 24

Termination of Employment

Section 1: The employment shall be terminated:

- upon the expiry of the agreed period of service identified in APPENDIX 6;
- when signing off owing to sickness or injury, after medical examination in accordance with Article 29, but subject to the provision of Article 32.

Section 2: The COMPANY may terminate the employment of a seafarer:

- by giving one (1) month's written notice to the seafarer;
- if the seafarer has been found to be in serious default of their employment obligations in accordance with Article 26.
- upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one (1) month or upon the sale of the ship.

Section 3: A seafarer to whom this Agreement applies may terminate a current employment:

- for justified reasons, by giving one month notice to the COMPANY;
- 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.

- if the ship is about to sail into a Warlike Operations area or a High Risk Area, in accordance with Article 22 of this Agreement;
- 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 of trading pattern;
- if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974 as amended, 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;
- if the ship has been arrested and has remained under arrest for 30 days;
- if after any agreed grievance procedure has been invoked, the COMPANY has not complied with the terms of this Agreement;

Section 4: A seafarer shall be entitled to receive compensation of two (2) months' basic pay on termination of their employment in accordance with 24.2(b) and (c), 24.3(c), (d), (e), (f) and (g) above and Article 36.1. There will be no entitlement to compensation if the seafarer's agreed period of service has expired as per 24.1 (a) and wages have been paid.

Section 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 25

Repatriation/Embarkation

Section 1: Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.

Section 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:

- payment of basic wages;
- the cost of accommodation and food;
- reasonable personal travel and subsistence;
- transportation of the seafarer's personal effects up to the amount agreed with the COMPANY.

Section 3: A seafarer shall be entitled to repatriation at the COMPANY's expense on termination of employment as per Article 24 except where such termination arises under Article 24.2(b).

Section 4: The provision of Article 25.1, 25.2 and 25.3 shall also apply to seafarers travelling to join the vessel.

Article 26

Misconduct

Section 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.

Section 2: In the event of the dismissal of a seafarer in accordance with this clause, 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.

Section 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 seafarer employment obligations where:

- the ship is unseaworthy or otherwise substandard as defined in Article 24.3 (e);
- for any reason it would be unlawful for the ship to sail;
- 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
- the seafarer refuses to sail into a Warlike Operations Area or High Risk Area as identified in Article 22.

Section 4: The COMPANY shall ensure that a fair, effective and expeditious onboard procedure is in place to deal with reports of breaches of employment obligations and with seafarers' complaints or grievances. Such procedure shall be available and equally apply to all seafarers including Masters. It shall allow seafarers to be accompanied or represented during the procedure and provide safeguards against victimisation for raising complaints that are not manifestly vexatious or malicious.

Article 27

Transportation and Conveyance

Section 1: The COMPANY agrees to undertake at its own expense to furnish transportation to any seafarer covered by this Agreement from the port/seaport of Manila to the port of employment and return and to give them cost of board and lodging and other incidental expenses in relation to the seafarer's conveyance to and from the vessel which is for the account of the COMPANY, while waiting for the assigned vessel in a foreign port.

Section 2: The COMPANY agrees that if a seafarer covered by the Agreement is left behind by the vessel for reason of injury or sickness, he shall be provided with transportation to catch up with the vessel or repatriated at the option of the COMPANY. However, in the event such seafarer is left behind through their own fault or desertion, the **COMPANY** reserves the right to deduct from their wages or future wages any expenses incurred by the COMPANY for the repatriation of the seafarer and should their wages be insufficient to cover such expenses, the COMPANY may take legal steps as it may deem proper to collect the balance.

Section 3: The transportation expenses hereinabove provided shall not include the seafarer's baggage in excess of the normal allowed weight by the air carrier and any excess baggage/s will be at the seafarer's expense and/or account.

Article 28

Stand by

The COMPANY shall pay 50% of the basic salary for seafarers who may be placed on standby at COMPANY's discretion subject to the following:

Section 1: Licensed and unlicensed seafarers who have previously rendered satisfactory service in any ship owned or operated by, or bareboat chartered to, the COMPANY may be placed on standby for a period not to exceed 60 days.

Section 2: Those who have no previous service may also be placed on standby of a period not to exceed 30 days.

Section 3: Standby pay per day shall be 1/60 of monthly basic wage and shall be made by the COMPANY at least one day before departure date of seafarers.

Section 4: In the event the seafarer placed on standby fail or refused without valid and justifiable reason to join a ship/s designated by the COMPANY, then the unpaid accumulated standby pay shall be forfeited in favor of the COMPANY and it shall have the right not to release all documentation papers like, but not limited to, seafarer's certificates, passport, clearance.

Section 5: To withdraw said documents, the seafarer shall refund all standby pay received plus the expenses incurred by the COMPANY for documentation and medical purposes and travel agent's fees.

Article 29

Medical Attention

Section 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.

Section 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 25, whichever is the earlier.

Section 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:

- in the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports.
- in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with Article 31 concerning permanent disability;
- in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 29 Section 3 (a), they may submit claims for

reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended.

Section 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 30

Sick Pay

Section 1: When a seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages plus guaranteed overtime or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the COMPANY's expense as specified in Article 25.

Section 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 certificate, without undue delay.

Section 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 31.2 concerning permanent disability.

Section 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 31

Disability

Section 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.

Section 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.

Section 3: The COMPANY shall provide disability compensation to the seafarer in accordance with Appendix 5, with any differences, including less than 10% disability, to be pro rata.

Section 4: A seafarer whose disability, in accordance with 31.2 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 31.2 above.

Section 5: Any payment effected under 31.1 to 31.4 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.

Section 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 32

Loss of Life – Death in Service

Section 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 to a legal beneficiary and to each dependent child up to a maximum of four (4) under the age of 21 as specified in Appendix 5. If the seafarer shall leave no legal 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 families' 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 scheduled port of call, subject to national legislation and as quickly as possible.

Section 2: Any payment effected under this Article shall be without prejudice to any claim for death compensation made in law but may be offset against any such payments.

Section 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 29 and 30 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 24.1 b.

Section 4: The provisions of Article 31.6 above shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.

Section 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 attached Appendix 5 to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age 21. 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 33

Insurance Cover

Section 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 a 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. The details of the applicable financial security system shall be posted in a conspicuous place on board where it is available to the seafarers.

Article 34

Union Members' Welfare Aid Program and Family Medical/ Dental Plan

Section 1: The COMPANY agrees to contribute per seafarer on board or on paid vacation for the operation and maintenance of UNION Family Medical and Dental Program and Welfare Aid Program whose services can be freely availed of by the UNION members and their dependents.

Section 2: A grace period of 90 days after completion of contract, expiration of this agreement, disembarkation due to naval/ maritime risks and hazards, death or serious disabling physical injuries, the covered member can avail of the benefits and services that are specified in Appendix 9.

Article 35

Family Planning

Section 1: In compliance with its obligations under the Labor Code of the Philippines, as amended, the COMPANY through the APSU's Family and Dental Clinics' shall provide free family planning services for its pool of seafarers which shall include, but not limited to, the application or use of contraceptives and intra-uterine devices.

Article 36

Maternity

Section 1: In the event that a seafarer 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.
- the seafarer shall be entitled to 100 days basic pay.
 - 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 37

Philippine Social Security System (SSS) Employees compensation, Philhealth, and Pag-Ibig (HDMF) Program

Section 1: The Filipino seafarers shall be covered by the Philippine Social Security System (SSS) /Employees compensation, Philhealth Insurance, and Pag-Ibig (HDMF). The employers share shall be paid by the Company as provided by the Philippine government regulations and the employee's contribution from the Filipino Seafarer shall

be deducted from his salary. The premiums shall be remitted by the COMPANY to the government agency concerned.

Article 38

Overseas Workers Welfare Administration Contribution

Section 1: The COMPANY shall pay the OWWA contribution effective from January 1, 2022. The UNION and the COMPANY agree to encourage the Administration to assist distressed seafarers who have been landed and detained for whatever reason by a Port State or other local authority.

Article 39

Food, Accommodation, Bedding, Amenities, etc.

Section 1: The COMPANY shall provide, as minimum, accommodation, recreational facilities, amenities and services, including social connectivity, as adapted to meet the special needs of seafarers who must live and work on ships. The Company shall also provide food and catering services in accordance with the standards specified in Title 3 of MLC and give due consideration to the Guidelines in the Convention, including the provision of equipment for sports, exercise, table games, deck games and, where possible, facilities for swimming. Where onboard drinking water falls below potable (safe to drink) standards, other fresh water shall be provided at no cost to the crew in sufficient amounts.

Section 2: Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 24.3 emergencies.

Section 3: The Company should, so far as is reasonably practicable, provide seafarers on board their ships with internet, with charges, if any, being reasonable in amount.

Section 4: Seafarers off duty shall be granted shore leave upon the vessel's arrival in port, except only when leaving the vessel is prohibited/restricted by relevant authorities of the port state or due to safety and/or operational reasons.

Article 40

Personal Protective Equipment

Section 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.

Section 2: The COMPANY will supply the crew with appropriate personal protective equipment for the nature of the job, which will be sanitised, maintained or replaced in line with the manufacturers' recommendations.

Section 3: Seafarers shall 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.

Section 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.

Section 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 41

Shipboard Security Officer Training

Section 1: In order to comply with IMO and ILO regulations concerning enhanced security, the COMPANY will contribute to the cost.

Article 42

Shipboard Safety Committee

Section 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.

Section 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; and
- b) investigate any safety complaints and report the same to the Safety and Health Committee and the individual, where necessary; and
- c) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents;
- d) carry out safety and health inspections.

Section 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 Art. 46 Sec. 5.

Article 43

Labor-Management Cooperation Schemes

Section 1: Towards the realisation and implementation of the policy of the State and the objectives of the Labor Code of the Philippines, as amended, the Parties hereto agree to cause the survey, study and subsequent implementation of labour management cooperation schemes for increasing productivity, sharing of the benefits resulting therefrom, workers education, reduction of monotony of work, and recreational activities and job enrichment.

Article 44

Grievance Procedures

Section 1: The Company and the Union agree that any grievance, dispute or conflict from the interpretation or application of any of the provisions of this Agreement, or enforcement or Company policies, shall be adjusted or settled through negotiation, and conciliation under the grievance machinery procedure in Section 5. The Company and the Union further agree that they will use their best endeavors to ensure that any other dispute or conflict between the parties will be discussed, resolved and settled amicably by the parties within ninety (90) days from the date of filling of a notice of dispute or conflict. In case of failure to settle the dispute or conflict, any of the parties retain their freedom to take appropriate action.

Section 2: Any seafarer whilst serving onboard on one of the Company's vessels who feels that they have been unjustly treated or subjected to an unfair consideration may endeavor to have the said grievance settled by:

- Presenting the complaint to their immediate superior, following the DMLC Part II of the vessel;
- An appeal to the head of the department in which the seafarer shall be employed, or failing that;
- An appeal directly to the Master.

Section 3. If the grievance cannot be resolved under the provisions of Section 2, the Master shall refer that matter to the Company. If the Company is unable to resolve this matter, it shall be referred to the Union.

Section 4. If the grievance cannot be resolved during the period of service onboard the seafarer upon their return home shall lodged a grievance with the Union and/or the Company.

Section 5. In furtherance of the procedure set out in Section 4 and in case the grievance, conflict or dispute between the Company and the individual seafarer arises from the interpretation or application of any of the provision of this agreement, or the enforcement of the Company policies, a Grievance Committee shall be established to resolve such conflict or dispute in accordance with grievance machinery procedure in the Annex 2 of this agreement.

Section 6. The seafarer or their legal heir or nominated beneficiary, as applicable, shall be represented exclusively by the Union in the Grievance Committee.

Section 7. The Company and the Union agree not to coerce or attempt to coerce a member of the Union to make a false or untrue statement against another seafarer.

Article 45

Equality

Section 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 46

Membership Fees, Welfare Fund and Representation of Seafarers

Section 1: Subject to national legislation, in order to be covered by this Agreement all Seafarers shall be members of an appropriate national trade union affiliated to the ITF.

Section 2: The COMPANY shall arrange to pay in respect of each Seafarer the Entrance/ Membership fees in accordance with the terms of the relevant UNION.

Section 3: The COMPANY shall pay contribution to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.

Section 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.

Section 5: The COMPANY acknowledges the right of the seafarer to elect a liaison representative from among the crews 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 the UNION has been given adequate notice of the dismissal and the agreed Grievance procedure has been observed.

Article 47

Contribution to Seafarers Training, Upgrading, Education Project

Section 1: To improve the training, standards of competence and education of seafarers, the parties to this Agreement have agreed to participate in a Training, Upgrading and Education Project to be known as the International Maritime Training Fund (IMTF) per seafarer per month while onboard. The COMPANY shall remit funds to support the Project quarterly, in respect of each seafarer covered by this Agreement to the designated bank account authorised by the Joint Panel.

NatWest Bank
49 Bishopsgate, Ground Floor Level
London
EC2N 3AS
SWIFT / BIC – NWBKGB2

IBAN – GB47 NWBK 6073 0123 8966 63

Account Name – The International Maritime Training Fund

Account number – 23896663

Sort Code – 50-00-00

Article 48

Seafarers' Employment Promotion Fund

Section 1: The COMPANY shall remit US\$10 per seafarer per month to the Seafarers' Employment Promotion Fund in order to meet the objectives as agreed at the IBF. The details of the applicable bank account and other requirements for the payment shall be as in Appendix 8.

Article 49

Crew Communication

Section 1: In times of serious domestic Medical Emergencies as specified in Article 22.3 (b) and in such other circumstances as agreed by the COMPANY the seafarer shall be entitled to the provision of free on board communication services.

Section 2: Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 24.3 emergencies.

Section 3: Additionally, each seafarer may make free use of ships email system where one is fitted, for reasonable amount of time, as determined by the Master taking into account the vessels operational communication requirements, for communication with his family.

Article 50

Authority of the Master

Section 1: It is understood and agreed that nothing in this Agreement is intended to do away with or shall be construed so as to restrict in any way the authority of the Master or prevent the obedience of any members of the crew to any lawful order of any of his superiors.

Article 51

Jurisdiction

Section 1: It is understood and agreed that all rights and obligations of the Parties to this Agreement including the Appendices hereof, shall be governed by the laws of the Republic of the Philippines, international conventions, treaties and covenants wherein the Philippines is a signatory.

Section 2: The Parties agree that all disputes arising out of the interpretation and implementation of this Agreement shall be settled in accordance with the Shipboard Dispute Procedure.

Section 3: Other disputes outside Article 24 shall be brought for judicial resolution at Manila, Philippines.

Article 52

Declaration of Nullity

Section 1: It is agreed that the decision of a court declaring a word, phrase, sentence, paragraph or provision of this Agreement as contrary to law, public policy and moral or void shall in no way affect the efficacy and validity of the remaining provisions of this Agreement.

Article 53

Conflict with Contract Provisions

Section 1: In case of conflict between the provision/s of the Individual Employment Contract of the seafarer and that of this Agreement, the provisions of this Agreement shall be upheld and must prevail over that of the Individual Employment Contract.

Article 54

Waivers and Assignments

Section 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 55

Validity of Agreement

Section 1: This Agreement is made this _____ day of _____ 2024 and effective from 01 January 2024 to 31 December 2025.

IMEC

PHILIPPINE SEAFARERS' UNION (PSU)-ITF

By:

CEO

Signed in the Presence of:

By:

MICHAEL C. MENDOZA

National President

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public in and for Quezon City, Metro, Manila, Philippines, this
_____ day of _____ 2023, personally appeared:

<i>Name</i>	<i>Competent Evidence of</i>		<i>Community Tax Certificate</i>	
	<i>Type of ID</i>	<i>ID Number and Expiry Date (if</i>	<i>Number</i>	<i>Date/Place of Issue</i>
MICHAEL C.				

both known to me and to me known to be the same persons who executed the
foregoing instrument. They both acknowledged to me that the same is their free and
voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place herein above first written.

Doc No.

Page No.

Book No.

Series of 20

APPENDIX 1

Wage scale

VAC is the total of Annual Leave with pay and Compensatory Leave

APPENDIX 2

Wages, Overtime, Leave Entitlements

Wages to be developed in accordance with the Total Crew Cost Methodology agreed by the IBF.

Ratings

Overtime Rate

In the case of ratings, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the rating concerned shown in this APPENDIX 1

Guaranteed Overtime

Guaranteed overtime payments shall be not less than 85 hours per month for ratings with a 44-hour normal working week. Agreements already in force providing for guaranteed overtime payments outside these limits may remain in effect as provided for above.

Officers

Agreements, which provide for hourly overtime payments for officers should observe the principles set out above concerning overtime payments for ratings.

Agreements, which provide for consolidated wage rates for officers, including compensation for work performed outside the normal working week, should contain provisions dealing with:

- a) The maintenance of records of the officers' rest periods;
- b) The rate at which wage-related allowances not shown on the wage schedule e.g. sick pay, are calculated.

Agreements already in force providing for consolidated wage rates shall remain in effect as provided for above.

Annual Leave with pay

Annual Leave with pay shall be calculated on the basis of a minimum of 4.5 calendar days per month of employment and pro rata for a shorter period (Based on basic wage).

Compensatory Leave Pay

Compensatory leave pay in addition to annual leave with pay shall be calculated on the basis of at least 6.5 days for Ratings and 7.5 for Officers for each completed month of service and pro rata for a shorter period (Based on basic wage).

APPENDIX 3

Compensation Payments

Crew's Effects

Maximum compensation for loss of effects as provided for in Article 23 of this Agreement shall be **US\$3, 500, which includes cash up to US\$350.**

Ref Article 46: Membership Fees/Union Dues and Representation:

Associated Philippine Seafarers' Union (APSU)

Entrance Fees:	US\$2.50
Membership Fees/Union Dues:	1.5% of Monthly Basic Pay (in US\$)

Membership fees/Union dues shall be deducted from the seafarers' salary. The Company shall arrange to pay Entrance fees which may be deducted to the seafarers' salary.

ITF Seafarers' International Assistance, Welfare and Protection Fund.

Company's Contribution: US\$250.00 per seafarer per annum.

APPENDIX 4

Service Incentive

Section 1: To achieve loyalty and encourage continued long and satisfactory service of the seaman, the COMPANY agrees grant monthly Service Incentive Pay as follow:

Section 2: Service Incentive shall be paid on entry into the rank with the COMPANY at the applicable rate. For the first three (3) years the payment shall be at the base rate for the rank and thereafter at the base rate factor annually until the maximum payment is reached in accordance with the following table:

Master	US\$25.00 per month up to maximum of \$150.00
Chief Engineer	US\$24.00 per month up to maximum of \$144.00
Chief Officer/2 nd Engr.	US\$ 16.50 per month up to maximum of \$99.00

Second Officer/3 rd Engr. Radio Officer/Elec. Officer/Chief Stwd.	US\$ 12.75 per month up to maximum of \$77.00
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Third Officer 4 th Engr.	US\$ 12.00 per month up to maximum of \$72.00
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Bosun/Fitter/Pumpman Chief Cook/Machinist	US\$ 9.00 per month up to maximum of \$90.00
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AB/Motorman 2 nd Cook/Oiler	US\$ 7.50 per month up to maximum of \$75.00
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OS/Messman/Wiper	US\$ 5.25 per month up to maximum of \$52.50
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Section 3: Service shall be deemed uninterrupted, when a seafarer is on paid vacation, or awaiting reassignment after their paid vacation, or is on leave due to medical reasons, or when interruption is not attribute to the seafarers' fault or own-making.

Section 4: The monthly service incentive pay is separate and distinct from the basic monthly wage and therefore shall not be included for purposes of overtime computation.

Appendix 5

Death & Disability

Disability

In the event a seafarer suffers permanent disability in accordance with the provision of Article 31 of this Agreement, the scale of compensation shall be:

2024

<u>Degree of Disability</u>		<u>Rate of Compensation</u>	
<u>Percentage (%)</u>	<u>Ratings</u>	<u>Junior Officers</u>	<u>Senior Officers (4)</u>
<u>100</u>	<u>114,018</u>	<u>152,022</u>	<u>190,027</u>
<u>75</u>	<u>85,512</u>	<u>114,017</u>	<u>142,520</u>
<u>60</u>	<u>68,411</u>	<u>91,213</u>	<u>114,017</u>
<u>50</u>	<u>57,009</u>	<u>76,012</u>	<u>95,014</u>
<u>40</u>	<u>45,607</u>	<u>60,810</u>	<u>76,012</u>
<u>30</u>	<u>34,206</u>	<u>45,606</u>	<u>57,009</u>
<u>20</u>	<u>22,805</u>	<u>30,404</u>	<u>38,008</u>
<u>10</u>	<u>11,403</u>	<u>15,203</u>	<u>19,003</u>

2025

<u>Degree of Disability</u>	<u>Rate of Compensation</u>
-----------------------------	-----------------------------

<u>Percentage (%)</u>	<u>Ratings</u>	<u>Junior Officers</u>	<u>Senior Officers (4)</u>
100	<u>116,299</u>	<u>155,063</u>	<u>193,828</u>
75	<u>87,223</u>	<u>116,298</u>	<u>145,371</u>
60	<u>69,780</u>	<u>93,038</u>	<u>116,298</u>
50	<u>58,150</u>	<u>77,533</u>	<u>96,915</u>
40	<u>46,520</u>	<u>62,027</u>	<u>77,533</u>
30	<u>34,891</u>	<u>46,519</u>	<u>58,150</u>
20	<u>23,262</u>	<u>31,013</u>	<u>38,769</u>
10	<u>11,632</u>	<u>15,508</u>	<u>19,384</u>

Note: "Senior Officers" for the purpose of this Article means Master, Chief Officer, Chief Engineer and 2nd Engineer. "Junior Officers" for the purpose of this Article means 2nd Officer, 3rd Engineer, 3rd Officer, 4th Engineer, Radio Officer and Electrical Officer.**Loss of Life**

Death in Service

Death in service benefits as provided in Article 32 of this Agreement shall, unless more favourable benefits are negotiated, be:

To the nominated beneficiary

2024 - US\$

2025 – US\$

To each dependent child maximum four (4) under the age of age of 21.

2024 - US\$

2025 – US\$

APPENDIX 6

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) months or reduced to eight (8) months for operational convenience. Thereafter, the seafarer's engagement shall be automatically terminated in accordance with Article 22 of this Agreement. This period of engagement may be reduced following local negotiations between the COMPANY in membership of the IMEC and an ITF Affiliate. However, should the voyage duration be subject to such reduction any costs should be included within the overall cost of the settlement.

Normal Working Hours

Following accepted working practice in the country to which a local agreement applies; normal working hours shall not exceed 44 hours:

a). eight (8) hours per day Monday to Friday and four (4) hours on Saturday.

Holidays

The days regarded as holidays in accordance with Article 9 shall be subject to National negotiations; however, national holidays shall be subject to a minimum of ten (10) days.

New Year's Day	01 January
Maundy Thursday	movable date
Good Friday	movable date
Araw ng Kagitingan	9 April
Labor Day	01 May
Independence Day	12 June
National Heroes Day	Last Monday of August
All Saints Day	01 November
Bonifacio Day	30 November
Christmas Day	25 December
Rizal Day	30 December

APPENDIX 7

Non-Seafarers Work- Implementation (Article. 6)

The parties fully subscribe to the intent and the principles of Article 6 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 6.1 and 6.2 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 6.1 and 6.2 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 6.1 and 6.2 as identified above the following provisions shall apply:

6.1 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 clause "cargo handling" may include but is not limited to: loading, unloading, stowing, unstowing, pouring, trimming, classifying, sizing, stacking, unstacking as well as composing and decomposing unit loads; and also, services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlash.

6.2 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 6.3 shall apply with immediate effect as written in this CBA.

APPENDIX 8

Seafarers' Employment Promotion Fund Bank Account Details

For IMEC companies, the procedure for making payments into the Seafarers' Employment Promotion Fund shall be as in the IMEC Circular below:

SEPF Bank Account change

Members are advised that the bank account for payments towards The Seafarers' Employment Promotion Fund has changed.

With immediate effect, all payments to this fund only should be made to the following account:

The Seafarers Employment Promotion Fund

Bank Address: NatWest Bank, 216 Bishopsgate, London, EC2M 4QB (US\$ account)

Account number: 23814896

Sort code: 50-00-00

IBAN: GB36 NWBK 6073 0123 8148 96

SWIFT/BIC: NWBKGB2L

When making payments, please include:

- period covered
- IMEC member name to which payment is being made on behalf of
- payment request number

ANNEX 1

SHIPBOARD DISPUTES PROCEDURE - IBF MEMBERS

The International Bargaining Forum wishes to ensure that disagreements or disputes that might arise between seafarers and their employers are dealt with promptly and fairly and do not interfere with the development of good industrial relations practices and safe and reliable ship operations. This disputes procedure, agreed at the International

Bargaining Forum, shall apply to those JNG members' vessels that are covered by IBF Special Agreements.

For the purpose of this Procedure reference to:

"ITF inspector or national affiliates" means an ITF official or an official of an affiliate of ITF who receives a report, during a routine ship visit in accordance with Article 1g of the IBF Special Agreement, or otherwise, that a disagreement or dispute exists on a particular ship or ships.

"Disagreement" means disagreement concerning the interpretation of Articles contained in the IBF Framework Agreement or any Agreement based on the framework Agreement which has been adopted following local negotiations as provided for in the IBF Memorandum of Agreement.

"Dispute" means non-observance of Articles contained in the IBF Framework Agreement, including the wage scales.

The procedures will apply as follows:

Both disagreements and disputes, as defined above, arising on board which are reported to an ITF Inspector should be resolved at the local level whenever possible. Unless all other avenues have been exhausted, disagreements will not result in delay to a ship except in exceptional circumstances.

If it proves impossible to resolve such issues at local level within 2 days, they shall be referred by the ITF inspector or national affiliate to the ITF Special Seafarers Department (SSD) and the Union signing the agreement, for further appropriate action and the Master should similarly notify the relevant JNG member.

The SSD shall contact the appropriate JNG member together with the Union signing the agreement, in order to resolve issues raised in accordance with 2 above and/or the JNG member should contact the SSD. The SSD or JNG member as appropriate shall also notify the JNG Secretariat.

In the event that it proves impossible to resolve the matter within a further 2 days between the SSD, the Union signing the agreement and the JNG member, or if either party is aggrieved about the nature of the dispute or disagreement or the manner in which it is resolved, either party may refer the issue to be considered by the IBF. Should this be the case the IBF must consider the issue at its next meeting which must not be later than 3 months after notification of the matter with a view to resolve it and in the case where no resolution can be found, the procedure as in the IBF Operational Agreement should further apply.

Notwithstanding paragraphs 1-4 above, when JNG members or the SSD becomes aware of a potential dispute or disagreement on board a relevant ship, they should together with the Union signing the agreements, seek means to resolve the issue in order to avoid the dispute or disagreement escalating. This disputes procedures shall operate taking full account of any disputes procedures or arbitration clause provided in the appropriate Agreement or any other relevant agreement between the parties to this agreement.

ANNEX 2

ONSHORE GRIEVANCE MACHINERY PROCEDURE

SECTION 1. WHO MAY INITIATE

- The seafarer represented/assisted by the Union; or
- The seafarer's legal heirs/nominated beneficiary, as applicable, and who shall be represented/assisted by the Union; or
- The signatory Company thru its authorized officer/representative; or
- The signatory Union.

SECTION 2. SUBJECT MATTER COVERED BY THE GRIEVANCE PROCEDURE

- 2.1. Unresolved dispute/s or grievance/s involving unpaid wages, benefits, terms and conditions of their contract;
- 2.2. Disputes/issues arising from the interpretation and application of the provisions of the collective bargaining agreement;

2.3. Disputes involving the implementation or enforcement of Company policy/ies and/or

questions on employer – employee relations.

SECTION 3. APPEARANCE

3.1. The Company and the Union/seafarer shall personally appear in all the stages of the proceedings.

3.2. Refusal or continued failure of any party to appear/participate in the proceedings shall constitute as a waiver on their part to participate in the proceedings which shall continue to determine the merits of the claim of the participating party.

SECTION 4. PROCEDURE

4.1. In cases of unresolved disputes;

4.1.a. The seafarer represented by the Union or the Company thru its authorized officer/representative notifies in writing the other party of the unresolved dispute specifically stating therein:

- The grievance in relation to the collective bargaining agreement provision violated or that which needs interpretation
- Desired results

4.1.b. Within 15 working days from receipt of the written notice, the Company and the Union shall meet for the preliminary conference to identify the provision of the CBA involved in relation to the cause of the grievance:

1. to assess whether there is a genuine grievance;
2. to join issues;
3. to stipulate facts

4.1.c. The Company and the Union shall sign a SUBMISSION AGREEMENT signifying their undertaking and commitment to be bound by the agreement on the settlement reached in the grievance procedure.

4.1.d. Within 5 working days from the date of the preliminary conference, the Company and the Union shall meet to discuss their respective positions for the consideration of each party with the objective of settling the issue/s;

4.1.e. The Company and the Union shall within but not later than 10 working days from the date of completion of the preliminary conference, arrive at sound, fair, and mutually acceptable term/s of settlement.

4.2. In cases falling under 2.2 and 2.3 above of incapacity of the seafarer (medical/death), the legal heirs/nominated beneficiary, as applicable, and represented by the Union shall notify the Company in writing of the issue/s or claim/s to be resolved specifically stating therein:

Claim/s and the provision in the cba supporting their claim/s;

Desired results

4.2.a. Within 15 working days from receipt of the written notice, the Company and the Union shall meet for the preliminary conference to identify the provision in the CBA which is the subject of the grievance:

1. to assess whether there is a genuine grievance;
2. to join issues;
3. to stipulate facts

4.2.b. Within 5 working days from the date of the preliminary conference, the Company and the Union shall meet to discuss their respective positions for the consideration of each party with the objective of settling the issue/s;

4.2.c. The Company and the Union shall within but not later than 10 working days from the date of completion of the preliminary conference arrive at a sound, fair, and mutually acceptable term/s of settlement.

4.2.d. In disputes falling under 20.1.4 of the CBA, the Company and the Union agree to be bound by provisions of Philippine law on the parameters in the selection of the third doctor who will assess the seafarers as and by way of third opinion.

4.2.d.1. The seafarer shall submit to the chosen doctor for physical/medical examination and assessment of impediment grade.

4.2.d.2. The Company and the Union agree to share the seafarer's personal data that may be classified as personal and sensitive personal information in Art.4.7 and 4.8 of the CBA for purposes of this grievance procedure.

4.3. The findings and assessment of the chosen doctor as to the impediment grade of the seafarer shall be made the basis for computing his disability compensation benefit. The disability shall be based solely on the disability grading provided under Section 32 of the DMW/POEA Standard Employment Contract / this CBA, and shall not be

measured or determined by the number of days a seafarer is under treatment or the number of days in which sickness allowance is paid.

4.4. In case the Company and the Union failed to settle the grievance, the dispute shall be referred to the exclusive jurisdiction of Union/Company accredited maritime voluntary arbitrators. The Revised Procedural Guidelines in the Conduct of Voluntary Arbitration Proceedings shall apply. The list of Union/Company accredited voluntary arbitrator or panel of voluntary arbitrators shall be agreed by the Company and the Union and circulated before 1 January 2024.

4.5. The settlement agreement shall be final and executory. Either party is barred from filing an action/elevating the dispute to voluntary arbitration or other superior or collegiate judicial or quasi-judicial body.

4.6. For this purpose, the Company and the Union shall sign an Agreement signifying their undertaking and commitment to be bound by the findings of the chosen doctor and to effect settlement as soon as practicable.

SECTION 5. COMPOSITION OF THE GRIEVANCE COMMITTEE/PANEL

The committee/panel shall be composed of at most: a) two (2) representatives from the Company and b) two (2) representatives from the Union.

SECTION 6. TRANSITORY PROVISIONS

All disputes pending resolution upon adoption of this onshore grievance machinery procedure shall be resolved in accordance with the existing system and shall be adjusted to the provisions hereof as may be applicable or pursuant with Philippine laws.

ANNEX 3

APSU Guidelines for Union Welfare Aid Program (WAP) and Medical/ Dental Benefits for Member and Dependents.

The following benefits and services are offered by the APSU to member and their dependents:

- Welfare Aid Program

Under this program the following are offered by the APSU to members and their dependents:

- Death Benefits –90 days grace period upon disembarkation.

- Death of a member (regardless of length of membership)
- Death of a member 's spouse (after one (1) year of contribution of a covered member)
- Death of a member's children (unemancipated, 21 years old and below and not to exceed four (4)) - per child after two (2) years of continued contribution.
- Funeral Assistance

(For the spouse and children not qualified of the benefits shown above)

- Spouse
- Children (minor and not to exceed four (4))
- Disability Benefits –90 days grace period upon disembarkation.

Members in good standing who suffer from physical injury by reason of or in the occasion of their work are entitled to Disability assistance according to the following schedule:

Loss of:

- 2 limbs
- 2 hands or all fingers or 2 thumbs
- Both feet
- Both eyes (sight)
- Permanently bedridden as a result of injuries

The payment of disability assistance will be given in full immediately after the filling, verification and approval of claims.

- Hospitalization Benefits - 90 days grace period upon disembarkation.

(Note: Out-patients are not included in this program).

- Hospitalised member
- Hospitalised spouse
- Hospitalised children (unemancipated, 21 years old and below and not to exceed four (4))

The payment of hospitalisation assistance will be given in full immediately after the filing, verification, and approval of claims. The assistance is non-cumulative.

When filing hospitalisation assistance, the member or the beneficiary concerned must present the following documents:

1. Employment certificate.
2. Medical certificate.
3. Hospitals' official receipts and statement of accounts, marriage contract of member (for hospitalised wife or child), and birth certificate of child (for hospitalised child, 21 years old and below only).

II Family Medical and Dental Benefits

Covered by these are the members, their legitimate spouses and children (up to four (4) and unemancipated).

- Medical Services
- Free medical consultation / Counseling
- Free minor surgical / medical procedures
- Incision and drainage
- Suturing
- Excision
- Electro-cautery
- Administration of injection medicines (except medicines / vaccines)
- Wound dressings
- Laboratory
- ECG
- Referral
- Dental Services
- Free dental consultation / examination
- Free dental extraction
- Free dental filling
- Oral prophylaxis

- Dental prosthesis with minimum charge
- Family Planning Services
- Free family planning consultation / counselling
- Free contraceptive materials (pills, condoms), IUD insertion, tubal ligation, vasectomy with referral system
- X-Ray Services
- For the desired X-ray procedure needed by patient
- Laboratory Services
- Referral
- Complete blood count; hematocrit; haemoglobin determination
- Blood platelet count
- Urinalysis
- Stool examination
- Fasting blood sugar
- Cholesterol
- Uric acid
- Blood typing
- Sperm analysis
- Fresh vaginal smear
- Electro-Cardiogram
- With interpretation of cardiologist.

Referral Cases- The UNION physician attends to referrals.