

ITF Cruise Ship Task Force
Model Agreement
for Catering Personnel employed on
flag of convenience cruise vessels

Effective 1 January 2014



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Useful Addresses:

Article 1 - Application

This Collective Bargaining Agreement ('the Agreement') sets out the standard terms and conditions applicable to all Catering Personnel employed on flag of convenience cruise vessels covered by this agreement included in the attached Pay Scale (Seafarers) employed on the Owners/Company's vessels.

This Agreement is applicable and of full force and effect whether or not the Owners/Company have entered into individual contracts of employment with any Seafarer.

Words in the masculine gender shall include the feminine.

Discrimination and harassment on the basis of gender, religion, race, colour, nationality, social origin, political opinion or sexual orientation shall not be tolerated.

The Company further guarantees that they will not violate any provisions contained within the following ILO Conventions:

- the Forced Labour Convention, 1930 (No. 29)
- the Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87)
- the Right to Organize and Collective Bargaining Convention, 1949 (No. 98)
- the Equal Remuneration Convention, 1951 (No. 100)
- the Abolition of Forced Labour Convention, 1957 (No. 105)
- the Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
- the Minimum Age Convention, 1973 (No. 138)
- the Worst Forms of Child Labour Convention, 1999 (No. 182)
- the Maritime Labour Convention, 2006 (MLC)

The ITF Special Agreement requires the Owners/Company (inter alia) to employ the Seafarers on the terms and conditions of this Agreement, and to enter into individual contracts of employment with each Seafarer which incorporate the terms and conditions of this Agreement ('the Employment Contract'). The Owners/Company has further agreed with the Union to comply with all the terms and conditions of this Agreement.

Seafarer means any person who is employed or engaged or works in any capacity on board a ship.

Owners/Company means the owner of the ship (ship owner) or another organisation or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on ship owners in accordance with MLC 2006, regardless of whether any other organisation or persons fulfill certain of the duties or responsibilities on behalf of the ship owner.

Ship and Vessel means a ship to whom this agreement is applicable.

Manning Agent and Hiring Partner refer to a Seafarer's recruitment and placement service, i.e. any person, company, institution, agency or other organisation, in the public or private sector, which is engaged in recruiting Seafarers on behalf of ship owners or placing Seafarers with ship owners.

A Seafarer to whom this Agreement is applicable shall be covered by the Agreement with effect from the

date on which the Seafarer is engaged, or the date from which the ITF Special Agreement is effective, whether the Seafarer has signed articles or not, until the date on which the Seafarer signs off and/or the date until which, in accordance with this Agreement, the Owners/Company are liable for the payment of wages, whether or not the Employment Contract is executed between the Seafarer and the Owners/Company and whether or not the Ship's Articles are endorsed or amended to include the terms of this ITF approved Agreement.

Article 2 - Recruitment, Employment and Mustering Expenses

1. The Seafarer shall normally be engaged on a nine (9) plus minus one (1) month fixed term Employment Contract, but may also be engaged for a specific period, not exceeding ten (10) months. The duration shall be stated in the Employment Contract, during which the Seafarer will serve on vessels covered by this Agreement.

The Owners/Company agree to undertake a teaching and training programme so that continuous and systematic training is conducted on board, enabling promotion or higher-paid positions.

2. The Owners/Company shall have at their discretion, the option of transferring Seafarers from one vessel to another vessel, provided that there will not be any interruption of time for calculation of leave benefits nor increase in length of service

Prior to engagement, the Seafarer shall be interviewed and medically examined for fitness.

3. The Owners/Company shall therefore be entitled to require each Seafarer to have a satisfactory pre-employment medical examination, at the Owners/Company's expense, by a Company-nominated doctor or a medical facility approved to issue the required Medical Certificate by the Government in the Seafarer's home country and that the Seafarer answers faithfully any questionnaire on their state of health, which may be required. Failure to do so may affect the Seafarer's entitlement to compensation under Articles 12, 13 and 14.
4. Travel and mustering expenses as well as expenses arising from recruitment, employment, visa, medical certification and travel, from the place of hire to the place of embarkation, shall be paid by the Owners/Company with the same standards applicable for repatriation (ref. article 9)
5. The Seafarer shall not be asked or required to pay recruitment fees or any other fees to the Manning Agent or Hiring Partner, and shall be reimbursed by the Owners/Company if such fees have been charged.

Article 3 - Probationary Period, Termination of Employment and Dismissal

1. The first ninety (90) days of service shall be considered a probationary period, which entitles the Owners/Company or its representative, i.e. the Master of the vessel, to terminate the Employment Contract by giving seven (7) days' notice.

During the probationary period, the Seafarer is entitled to terminate the Employment Contract by giving seven (7) days notice.

The probationary period shall not apply to Seafarers previously engaged by the Owners/Company within a one (1) year period prior to being re-hired.

- a) If the Employment Contract is terminated within the probationary period by the Owners/Company, the repatriation costs shall be paid by the Owners/Company.
 - b) If the Employment Contract is terminated within the probationary period by the Seafarer, the repatriation costs shall be paid by the Seafarer.
2. A Seafarer is entitled to terminate the Employment Contract by giving one (1) month's notice of termination to the Owners/Company or the Master of the Ship, either in writing or verbally in the presence of a witness.
- a) If the Seafarer was employed for a specified voyage, and if the voyage is subsequently altered substantially, either with regard to duration or trading pattern, the Seafarer shall be entitled to terminate the Employment Contract as soon as possible.
 - b) A Seafarer is entitled to refuse to sail into a warlike operations area.
 - c) A Seafarer shall be entitled to terminate the Employment Contract immediately if the Ship is certified substandard in relation to the applicable provisions of the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watchkeeping Convention (STCW) 1978, 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, or Minimum Standards in Merchant Ships, as supplemented by the Protocol of 1996. In any event, a Ship shall be regarded as substandard if not in possession of the certificates required under either applicable national laws and regulations or international instruments.
 - d) The Owners/Company shall not be entitled to terminate the Employment Contract of a Seafarer prior to the expiration of his period of engagement, except as specified in Article 3.1) and further as follows:
 - (i) upon the total loss of the Ship; or
 - (ii) when the Ship has been laid up for a continuous period of at least one (1) month; or
 - (iii) upon the sale of the Ship;
 - (iv) upon the misconduct of a Seafarer giving rise to a lawful entitlement to dismiss; or
 - (v) upon repatriating the Seafarer due to sickness, injury or maternity.
3. Seafarers who have their Employment Contract terminated because of illness, injury or maternity shall be given priority in the event that they wish to return to the Owners/Company within two (2) years of signing off.
4. Upon the misconduct of a Seafarer giving rise to a lawful entitlement to dismiss, the Owners/Company shall, prior to dismissal, hold a hearing before a Committee consisting of the Master as Chairman, Chief Officer, Hotel Manager and a fourth member. The fourth member shall be, depending on whether the Seafarer is an Officer or from the remaining crew, an Officer or the Ship's elected or appointed Union Representative. When the Seafarer is not an Officer and a Union Representative has not been elected or appointed, the fourth member shall be appointed by the Seafarer from among the remaining crew.

In special cases, the Committee may be appointed by the Owners/Company and the hearing held ashore if considered necessary, in order to best elucidate the factual basis for the dismissal. The composition of the Committee shall, if possible, be as stated in the previous paragraph.

The Chairman shall question the Seafarer and any witnesses who might be able to provide information in the case. The remaining members of the Committee and the Seafarer may ask questions either through the Chairman or directly, with the Chairman's consent. The submitted statements shall be entered into the log book or a special protocol. The statements shall be read out to those who have submitted them. If the Master makes a decision in the matter, the Master shall state the grounds for it and the decision shall be entered into the log book or the special protocol. The members of the Committee shall verify by signature the accuracy of the statements.

The Seafarer is entitled to request a certified transcript of the statements entered into the log book or the special protocol of the case.

A decision on dismissal shall be made as soon as possible and, at the latest, within fourteen (14) days after the circumstances of the case become known, unless special conditions necessitate a longer time limit. The Seafarer shall, if possible, be informed of the decision immediately.

In the event that the above procedure has not been adhered to, the dismissal shall be ineffective in terminating the Employment Contract of the Seafarer and the Seafarer shall be entitled to damages provided for in Article 3.5 below.

Any disputes concerning dismissal may be appealed through the Grievance Resolution Procedure, Annex 5 of this document.

5. A Seafarer shall be entitled to compensation of two (2) months' Basic Pay on termination of the Employment Contract for any reason except where:
 - (i) the termination is as a result of the expiration of an agreed period of service in the Employment Contract; or
 - (ii) the termination is as a result of notice given by the Seafarer as aforesaid; or
 - (iii) the Seafarer is lawfully and properly dismissed by the Owners/Company as a consequence of the Seafarer's own misconduct, such as, but not limited to, violating the Company's Code of Conduct as incorporated into the Alcohol and Drug Policy, Annex 3 of this document, or the Sexual Harassment Policy, Annex 4 of this document;
 - (iv) the Employment Contract is terminated during the probationary period; or
 - (v) the Employment Contract is terminated due to illness or injury.

6. For the purposes of this Agreement, refusal by any Seafarer to obey an order to sail the Ship shall not amount to misconduct of the Seafarer where:
 - (i) the Ship is unseaworthy and/or otherwise substandard as defined in Article 3.2.d above; or
 - (ii) for any reason it would be unlawful for the Ship to sail; or
 - (iii) for any reason it would be unlawful for the Ship to sail; or
 - (iv) the Seafarer has a genuine grievance against the Owners/Company in relation to implementation of this Agreement or the Employment Contract; or
 - (v) the Seafarer refuses to sail into a warlike operations area.

Article 4 - Wages, Social programme compensation, Allotment Note and Wire Transfer

1. The Seafarer's pay, vacation and overtime rates are set out in the attached Wage Scale, Annex 1 to this document.

The pay shall be in US dollars (USD).

Each month the Seafarer is on board, he shall be entitled to payment of 100% percent of the Seafarer's Monthly Guaranteed Pay and Extra Overtime Compensation, after approved deductions have been made.

Pay accrues from, and includes, the day the Seafarer leaves the designated airport to travel to the Ship, and accrues up to and including the day the Seafarer has been repatriated in accordance with ILO MLC 2006, Regulation 2.5.

2. The Owners/Company shall pay all employer-related contributions to Government mandated Social Programs and any Union programs included in the Wage Scale, and shall also each month pay the equivalent amount in cash to Seafarers who are not part of this as Social Program Compensation.

However, any contributions to mandated Government Social Programmes in the Seafarer's country of residence that are paid by the Owners/Company shall be deducted from the Social Programme Compensation before the balance is paid to the Seafarer.

It is the understanding between the parties to this Agreement that the Social Programme Compensation is meant to be used by the Seafarer to purchase medical insurance covering the Seafarer whilst on vacation, medical insurance for the Seafarer's family and to enable the Seafarer to participate in a pension/provident fund scheme in the Seafarer's country of residence.

3. Any Seafarer who so desires or who is obligated by law, shall be allowed an Allotment Note, payable at monthly intervals, or a monthly free Wire Transfer to a bank account of his choosing of up to 100% of his wages after allowing for approved deductions.

Article 5 - Working Hours, Overtime, Rest Periods and Time & Attendance

1. The Wage Scale, Annex 1 to this document includes compensation for irregular working hours and work on Saturdays and Sundays.
2. Each Seafarer shall have at least eleven (11) hours of rest in any period of twenty-four (24) hours. The eleven (11) hours of rest may be broken into no more than two (2) periods, one (1) of which shall consist of at least six (6) consecutive hours of rest. The interval between consecutive periods of rest shall not exceed fourteen (14) hours. This period of twenty-four (24) hours shall begin at the time a Seafarer starts work immediately after having had a period of at least six (6) consecutive hours of rest. Musters, fire-fighting and lifeboat drills, and other drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue.

3. A watch list shall be made available showing all ordinary working hours for all Seafarers covered by this Agreement, except for Seafarers in Group 1 of the Wage Scale.
4. Each Seafarer is responsible for the accurate recording of the daily working and rest hours on the Time & Attendance Form provided by the Company/Owners. The Time & Attendance Form shall be signed by the Seafarer and counter-signed by the Master once per week after which the record is final. One copy of the signed Time & Attendance Form shall be handed to the Seafarer.
5. Overtime shall be recorded in duplicate by the Seafarer on a daily basis and signed by a designated supervisor at least once per week, after which the record is final. One copy shall be handed to the Seafarer. All hours in excess of eight (8) per day Monday through Friday shall be included in this record, and the one hundred and thirty (130) guaranteed overtime hours per month shall be deducted before the additional hours are paid on a monthly basis according to the extra overtime rate as set forth in Column ... of the Wage Scale, Annex 1 of this document.. If the Seafarer does not serve on board for the whole calendar month, then the number of Guaranteed Overtime hours shall be prorated as two (2) hours per day.
6. Hours worked during an emergency that directly affects the immediate safety of the Ship, its passengers and crew, of which the Master shall be the sole judge, or hours spent on safety boat drill, or work required to give assistance to other Ships or persons in immediate peril, shall not count for overtime payment.
7. Any break during the work period of less than thirty (30) minutes shall be counted as working time.
8. The Seafarers covered by this Agreement are divided into two (2) groups (see sample Wage Scales, Annex 1 of this document):

Group 1 Fully Consolidated Wages - The Monthly Guaranteed Pay (Column ... of the Wage Scale) covers the hours worked for (Column ... of the Wage Scale), work on public holidays and annual leave pay (Column ... of the Wage Scale). Seafarers in this Group are salaried and not entitled to Extra Overtime Compensation.

Group 2 Partially Consolidated Wages - The Monthly Guaranteed Pay (Column ... of the Wage Scale) includes basic pay for a forty (40) hour, ordinary work week (Column 1 of the Wage Scale), one hundred and thirty (130) guaranteed overtime hours per month (Column ... of the Wage Scale) and annual leave pay (Column ... of the Wage Scale).

Overtime worked in addition to the guaranteed overtime, shall be paid according to the extra overtime rate as set forth in Column ... of the Wage Scale.

Article 6 - Public Holidays

For the purpose of this Agreement, the following days shall be considered as holidays at sea or in port: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, International Labour Day (1 May), the last Monday in May and the last Monday in August, or such Public Holidays as are agreed upon, having regard to the nationality of the majority of the Seafarers, and as agreed between the Owners/Company and the Union.

If a Public Holiday falls on a Saturday or a Sunday, the following working day shall be observed as a holiday.

Article 7 - Annual Leave

Seafarers covered by this Agreement shall be given five (5) days' annual leave per month of service, and be covered by the provisions in Articles 12, 13 and 14 during their annual leave.

Annual Leave Pay shall be based on the Monthly Basic Pay. Column ... of the Wage Scale represents five (5) days' annual leave per month.

Parts of a month shall be prorated.

Article 8 - Compassionate Leave

The Owners/Company shall consider a special request of early termination of the Employment Contract on compassionate grounds. If such termination is requested in the case of death or serious illness in the immediate family, the repatriation costs will be paid by the Owners/Company.

Article 9 - Repatriation and Traveling Expenses

The Owners/Company shall pay the Seafarer's travel to the vessel from the designated airport by scheduled air services closest to the Seafarer's residence, and repatriation to the same airport after completion of the service period.

A Seafarer shall also be entitled to repatriation at the Owners/Company's expense:

- (i) when the Employment Contract is terminated by the Owners/Company prior to the Employment Contract's expiration date;
- (ii) upon the loss, laying-up or sale of the Ship;
- (iii) if the Ship has been arrested (whether by a Seafarer or not), provided the Ship has remained under arrest for more than fourteen (14) days;
- (iv) if the Owners/Company have not complied with the provisions of the Agreement, the Seafarer is entitled to claim the outstanding wages and to be repatriated at the Owners/Company's expense;
- (v) when signed off due to medical reasons or when the Seafarer is pregnant.

Repatriation shall take place in such a manner that it meets all reasonable requirements with regard to comfort. The Owners/Company shall be liable for the cost of maintaining the Seafarer ashore until repatriation takes place.

Travel expenses consist of: tickets for flights, train and bus/coach, and preapproved taxi fares, hotel and food expenses.

Travel expenses paid by the Owners/Company shall not include the Seafarer's baggage in excess of normal weight allowed by the air carrier. However, the allowance for combined checked and hand luggage must not be less than 30 kilos. Any baggage fees in excess of the 30 kilo allowance shall be paid for by the Seafarer.

The Owner's/Company obligation to repatriate ceases if a Seafarer has been lawfully dismissed according to Article 3.4.

If the Seafarer requests an early termination of the Employment Contract, the repatriation costs shall be paid by the Seafarer. Under no circumstances shall Seafarers be required to bear the cost of replacing Seafarers.

Seafarers shall, upon departure from the vessel, be informed of an approximate date of return to work, if applicable.

Article 10 - Fire Squads and Mobile Groups

Seafarers participating in Fire Squads/Mobile Groups which require them to remain on board when the Ship is in port, shall be rotated so that no Seafarer is disproportionately burdened.

Article 11 – Non-Seafarers' Work

1. Neither Seafarers nor anyone else on board, whether in permanent or temporary employment by the Owners/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-affiliated Unions concerned, and provided that 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 and unloading of passenger luggage. However, this does not include the on board distribution and collection of passenger luggage which is considered Seafarers' work.
 - Loading and unloading of Ship's spares and provisions. However, this may not include the on board transportation nor the on board stowing of Ship's spares and provisions which is considered Seafarers' work.
2. When a vessel is in a port where an official trade dispute involving an ITF Dockers' Union is taking place, neither the Ship's Seafarers nor anyone else on board, whether in permanent or temporary employment by the Owners/Company, shall undertake cargo handling and other work, traditionally and historically done by members of the ITF-affiliated Union involved in the official trade dispute.

3. When the ITF Dockers' Union in a port allows Ship's Seafarers to carry out work that traditionally or historically has been done by dock workers, the Seafarers shall be paid the extra overtime rate specified in the applicable wage scale for each hour, or part of an hour, that such work is performed during their regular 40-hour work week, in addition to their normal pay. Any such work performed outside their regular 40-hour work week shall be compensated by double the extra overtime rate for each hour or part of an hour that such work is performed, in addition to their normal pay.
4. If a Seafarer is normally paid fully consolidated wages then the extra overtime rate shall be calculated as follows: Total Monthly Consolidated Pay divided by 303 and multiplied by 1.5 equals the extra overtime rate to be used when calculating the payment.

Article 12 - Medical Care, Sick Pay and Maintenance

1. During the period of employment and at the time of disembarking, the Seafarer shall be liable to medical examination when requested by the Owners/Company or its representative on the Owners/Company account.
2. While serving on board, an ill or injured Seafarer shall be entitled to medical treatment at the Owners/Company expense. If the Seafarer is ill or injured at the termination of the service period, the Seafarer shall be entitled, at the Owners/Company's expense, to medical treatment (including hospitalisation) and maintenance until the Seafarer has reached maximum medical improvement (MMI).

In the event of injury resulting from accident, the medical treatment shall continue until MMI has been reached and a disability grading has been established.

3. When a Seafarer is signed off and landed at any port because of illness or injury, wages shall continue until repatriated at the Owners/Company's expense, or upon arrival at home or at the place of original engagement, whichever is most convenient for the Seafarer. Thereafter, the Seafarer shall be entitled to Sick Pay at a rate equivalent to Basic Pay while remaining ill or injured up to a maximum of one hundred and thirty (130) days, provided satisfactory medical certificates are submitted.
4. In the event of illness or injury that necessitates being signed off, the Seafarer shall be entitled to free repatriation to the place of residence.

The Employment Contract shall be regarded as terminated from the date the Seafarer signs off the vessel.

Article 13 – Maternity Benefits

The Seafarer should inform the Owners/Company of any known pregnancy before the Employment Agreement is signed.

The Seafarer shall, in the event of a pregnancy discovered during the period of employment:

- inform the Master as soon as the pregnancy is confirmed;
- be repatriated as soon as possible but not later than the 26th week of pregnancy; and

- be entitled to ten (10) weeks Basic Wages.

In the event of maternity necessitating being signed off, the Seafarer shall be entitled to free repatriation to the place of residence

The Employment Contract shall be regarded as terminated from the date the Seafarer arrives at the repatriation destination subject to the provisions stated in Article 7.

Article 14 - Death and Disability Compensation

1. Loss of life in service

If a Seafarer dies whilst in the employment of the Owners/Company, including deaths occurring whilst traveling to and from the vessel, or as a result of marine or similar peril, the Owners/Company shall pay the sums specified in the attached Schedule of Cash Benefits, Annex 2 to this document, to the spouse/common law partner and to each dependent child up to a maximum of four (4) under the age of 21. If the Seafarer does not leave a spouse/common law partner, the aforementioned sum shall be paid to the estate of the deceased Seafarer to be administrated by the person or body authorised by law to act on behalf of the deceased Seafarer’s estate.

2. Disability

A Seafarer who suffers injury as a result of an accident from any cause whatsoever whilst in the employment of the Owners/Company, regardless of fault, including accidents that occur whilst traveling to or from the Ship, and whose ability to work is consequently reduced shall, in addition to his sick pay, be entitled to compensation according to the provisions of this Agreement.

The compensation which the Owner/Company, Manager, Manning Agent, and any other legal entity substantially connected with the vessel shall be jointly and severally liable to pay, shall be calculated by reference to an agreed medical report, with the Owners/Company and the Seafarer both permitted to commission their own. When there is disagreement, the parties to this Agreement shall appoint a third doctor whose findings shall be binding on all parties. The aforesaid medical report determines the Degree of Disability and the table below the Rate of Compensation:

Degree of Disability	Rate of Compensation		
	Officers	Senior Ratings	Junior Ratings
%	USD	USD	USD
100	140,000	120,000	100,000
75	105,000	90,000	75,000
60	84,000	72,000	60,000
50	75,000	60,000	50,000
40	56,000	48,000	40,000
30	42,000	36,000	30,000
20	28,000	24,000	20,000
10	14,000	12,000	10,000

with any differences, including less than 10% disability, to be pro-rated.

Regardless of the degree of disability, an injury that results in loss of profession will entitle the Seafarer to the full amount of compensation: USD one hundred forty thousand (140,000) for Officers, USD one hundred twenty thousand (120,000) for Senior Ratings and USD one hundred thousand (100,000) for Junior Officers. For the purpose of this Article, loss of profession refers to occasions when a Seafarer's physical condition prevents a return to sea service under the applicable national and international standards and/or when it is otherwise clear that the Seafarer's condition will deprive the Seafarer of future, comparable employment on board Ships.

Any payment effected under any section of this Article shall be without prejudice to any claim for compensation made in law and made without delay using the Model Receipt and Release Form for Contractual Claims, Annex 6 to this document, and shall be credited towards any further claim that the Owners/Company may be responsible for.

Article 15 – Uniforms and Safety Equipment

1. The Owners/Company shall provide uniforms and laundering of same free of charge to the Seafarers.
2. The Owners/Company shall also provide the protective and safety equipment which at any time is required according to the official regulations. The equipment is the property of the Owners/Company. Protective equipment for personal use is to be returned when signing off. In connection with loading/unloading or work with materials that are corrosive or damaging to health, the Seafarers shall at all times be informed as to the elements of danger involved and be equipped with protective equipment and working clothes.
3. The working clothes provided by the vessel shall be of materials which do not cause static electricity and should be of an easily visible colour.
4. The Seafarer shall contribute to the implementation of measures which are introduced to protect against accidents and damage to health. The Seafarer shall follow orders, use required protective equipment, show caution and do what is needed to avoid damage to life and health.

Article 16 - Crew's Effects

1. When any Seafarer suffers total or partial loss of, or damage to, his personal effects, either whilst on board the Ship or traveling to and from the Ship on Owners/Company business, he shall be entitled to recover from the Owners/Company compensation up to a maximum specified in the Schedule of Cash Benefits, Annex 2 of this document. The Seafarer shall certify that any information provided with regard to lost property is true to the best of his knowledge.
2. Jewelry, Money and Electronic Equipment must be hand-carried whilst traveling to and from the Ship; such items are not covered by this provision if transported in checked luggage.
3. To qualify for compensation whilst traveling to and from the Ship, the Seafarer must report the loss/damage to a representative of the transport company concerned, i.e. airline, hotel etc as soon as possible after the Seafarer becomes aware of the situation.

4. The Owners/Company shall, in addition, compensate the Seafarer for necessary clothing needed after a shipwreck.

Article 17 - Food and Accommodation

The Owners/Company shall provide sufficient food of good quality, accommodation of adequate size and standard, bedding amenities and recreational facilities for the use of each Seafarer whilst serving on board, in accordance with ILO standards.

When food and/or accommodation are not provided on board, the Owners/Company shall be responsible for providing food and/or accommodation of good quality ashore.

The accommodation standards shall at least meet those criteria contained in relevant ILO instruments relating to crew accommodation.

Article 18 - Service in Warlike Operations and High Risk Areas

1. During the assignment a Seafarer shall be given full information of the war zone's inclusion in the Ship's trading pattern and shall have the right not to proceed to a warlike operations area. In this event the Seafarer shall be repatriated at the Owners/Company's cost with benefits accrued until the date of return to the port of engagement.
2. Where a Ship enters into an area where warlike operations take place, the Seafarer shall be paid a bonus amounting to double their Total Monthly Salary, including earned Merit Pay, for the duration of the Ship's stay in such an area subject to a minimum of five (5) days' pay. Similarly the compensation for disability and death shall be doubled.
3. A warlike area or high risk zone will be designated by the ITF. The list of such ITF designated areas will be available on the ITF website and amended from time to time. An updated list of the warlike operations areas shall be kept on board the vessel and be accessible to the Seafarers.
4. A Seafarer shall have the right to accept or decline the assignment without risking the termination of the Employment Contract or suffering any other detrimental effect.
5. Where a Ship enters an area designated as a 'High Risk Area', each Seafarer covered by the Agreement shall receive a bonus equal to 100% of their Monthly Basic Wage, including earned Merit Pay, prorated with 1/30 of their Basic Wage, including earned Merit Pay, for each day the Ship transits the area. Similarly, the compensation for disability and death shall be doubled for deaths or injuries occurring during the transit period.
6. A 'High Risk Area' will be as agreed by the parties to this Agreement.

Article 19 - Insurance Cover

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

Article 20 - Representation, Union Fees and ITF Welfare Fund

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.
2. The Owners/Company shall arrange to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the relevant organisation
3. The Owners/Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
4. The Owners/Company acknowledge 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.
5. The Owners/Company acknowledge the right of Seafarers to elect a Liaison Representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of acting as Liaison Representative unless the Union has been given adequate notice of the dismissal.
6. The parties to this Agreement agree on the principle that all disputes between the Unions and the Owners/Company can be and must be resolved through friendly negotiations and have, therefore, agreed on the attached Grievance Resolution Procedure, Annex 5 of this document.

Article 21 - Ship Board Safety Committee and Safety Representative

1. The Owners/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*. The Owners/Company shall provide a link between the Owners/Company and those on board through the designation of a person or persons ashore having direct access to the highest level of management*. The Owners/Company shall also designate an on board competent Safety Officer who shall implement the Owners/Company Safety and Health policy and carry out the instructions of the Master to:
 - (i) improve Seafarers' safety awareness;
 - (ii) investigate any safety complaints brought to his attention and report the same to the Safety and Health Committee and the individual, where necessary;
 - (iii) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents;
 - (iv) carry out safety and health inspections; and
 - (v) monitor and carry out the on board safety training of Seafarers.

(Footnote - *as per the requirements of the ISM Code)

2. The Owners/Company acknowledge the right of the Union and/or ITF to appoint, or have elected by and from the Seafarers, a Safety Representative(s). In support of carrying out the role of Safety Representative, access to information, assistance and advice should be provided, where necessary, by the Safety Committee, to facilitate:
- (i) access to all parts of the ship;
 - (ii) participation in the investigation of accidents and near accidents;
 - (iii) access to all necessary documentation, including investigation reports, past minutes of the Safety and Health Committee, etc;
 - (iv) appropriate training.

In addition, the Safety Representative shall not be subject to dismissal or other prejudicial measures for carrying out functions assigned to the role of Safety Representative and shall be entitled to the same protections as the Liaison Representative.

Article 22 - Waiver and Assignments

The Owners/Company undertake 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 agrees to return to the Owners/Company, their servants or agents any wages (including back wages) or other emoluments due, or to become due, to the Seafarer under this Agreement. The Owners/Company agree that any such documents already in existence shall be null and void and of no legal effect.

Article 23 – Interpretation, Choice of Law and Jurisdiction

Notwithstanding provisions to the contrary, any controversy regarding the validity, enforcement and/or the terms and conditions or interpretation of this Agreement shall be governed by the laws of (INSERT NAME OF RELEVANT COUNTRY).

The Court of _____ will have exclusive jurisdiction as to any proceedings brought forth regarding the validity of this Agreement or to enforce the arbitration provision or the decision of the Arbitrator.

Article 24 – Separability

In the event that any provision, term or condition of this Agreement is invalid or unenforceable for any reason, it shall be deemed severed and the remaining provisions, terms or conditions and parts of this Agreement shall not be affected and shall remain enforceable and in full force and effect.

Article 25 - Amendments to and Duration of the Agreement

This Agreement shall be effective fromand further for one (1) year at a time if a request for termination is not given either by the Owners/Company or the Union with three (3) months' written notice. The terms and conditions of this Agreement may be reviewed at any time by the Owners/Company and Union and, if at any time, the Owners/Company and Union mutually agree on amendments and/or additions to this Agreement, such amendments and additions shall be agreed in writing and signed by the parties and considered incorporated in the ITF Special Agreement.

Wage Scale

The Wage Scale is attached to the original signed document and otherwise kept in the Purser's Office.

A Seafarer who is given an offer of promotion shall upon request be permitted to see the part of the Wage Scale covering the offered position.

A Seafarer shall upon request be permitted to see the part of the Wage Scale covering the current role.

Annex 2

Schedule of Cash Benefits

Article 14

Compensation for loss of life/death in service:

To the spouse/common law partner or the estate	USD 90,000
To each* dependent child under the age of 21.....	USD 20,000

*For a maximum of four (4) children.

Article 16

Crew's Effects, Loss or Damage:

Maximum — USD 4,000

Drug and Alcohol Abuse Policy for Shipboard Personnel

1. Policy Statement

2. Foreword

3. Abuse of Drugs - Control and Prevention

- Introduction
- Drugs and drug addiction
- Action when drugs are found on board
- Drug detection
- Use of drugs on board
- Random drug-testing procedures

4. Abuse of Alcohol - Control and Prevention

- Introduction
- The law and use of alcohol on board
- Random alcohol test procedures

1. Policy Statement

The Owners and the Company which operates and manages the Ship regard the promotion of Health and Safety measures as a mutual objective for both management and crew at all levels.

Following a series of major pollution accidents and other disasters in the shipping and offshore industry during recent years, all crew need to clearly understand the Company policy regarding the abuse of drugs and intoxicants by Ship-based personnel.

All crew are reminded that the Owners and the Company which operates and manages the Ship have an obligation to ensure that vessels are properly manned, and this obligation also includes a duty to ensure that Ship's crew are not performing their duties under the influence of alcohol or drugs.

2. Foreword

Drug and alcohol abuse and their effects are a significant social problem which, increasingly, is the focus of public attention and government legislation.

One example, specific to the marine industry, is the US Coast Guard Regulations which have been

introduced for the testing of both national and foreign marine personnel.

Recognising the potentially serious impact of marine accidents, the Owners and the Company

which operates and manages the Ship have developed a policy to encourage safe Ship operations and protection of the environment with strict instructions to regulate the use of drugs and alcohol.

These instructions have been updated and are now presented in a policy that can be easily understood by all.

The Owners/Company Policy supports the principle that Ships' officers, crew and other Company employees, should not be impaired by the use of intoxicants when performing scheduled or unscheduled duties. It must be borne in mind that all Seafarers should be able to respond, at any time, to an emergency situation.

Therefore, our policy is that the only acceptable level of drug or blood alcohol content, at any time, must not exceed rules stipulated in the Seaman's Law (hereinafter defined as applicable law or Governmental regulation relative to the Owners/Company's vessels and its officers and crew).

The Owners and the Company which operates and manages the Ship believe it is in the best interest of all sectors of the maritime industry to work together to ensure a safe work place and to protect the safety and wellbeing of the public and the environment.

The objective is to ensure safety, to prevent human injury or loss of life, and to avoid damage to the environment, especially the marine environment.

3. Abuse of Drugs - Control and Prevention

3.1 Introduction

- 3.1.1 Drug abuse and drug trafficking are extensive throughout the world generating large sums of money and developing a complex international network of criminal activity.
- 3.1.2 Commercial shipping inevitably plays a part, albeit unintentionally, in the carriage of illicit drugs. The quantities of illicit drugs being moved in commercial traffic and trade continue to increase and there is no sign that illegal markets are saturated.

3.2 Drugs and drug addiction

- 3.2.1 The drug user has generally developed an ability to lie about his habit and keep it a secret. Always consider that one or more of the crew may be couriers, addicts or both.
- 3.2.3 In a closed community, such as a Ship's crew, there may be a strong bond of group loyalty, which results in an unwillingness to believe the worst about a colleague. Drug traffickers and abusers are aware of this and will, if suspicions are aroused, seek to take advantage of it.
- 3.2.4 Any chemical which affects the body's systems of perception is a drug. Within this definition is a wide variety of substances, which may broadly be classified as follows:

Socially acceptable and freely available: tea, coffee, limited alcohol and tobacco, aspirin and similar substances and vitamin tablets.

Socially unacceptable, but freely available: glue, methylated spirit, petrol, solvents and cleaning fluids.

Socially acceptable, but strictly controlled pharmaceuticals: barbiturates, diazepam (librium, etc.) and numerous other prescription drugs.

Socially unacceptable and controlled pharmaceuticals or substances: cannabis, LSD, morphine, heroin, amphetamines, opium.

3.2.5 All vessels carry medical supplies for the treatment of illness during a voyage, as well as emergency medical stores. The Captain is responsible for the safe storage of drugs and the security of the ship's medical locker.

3.2.6 The Ship's Medical Officer will stipulate prescribed medicines according to need and proper safety precautions for ships and people.

3.3 Action when drugs are found on board

3.3.1 If you suspect any person on board of abusing, or smuggling drugs, you should immediately inform the Captain (or Ship's Officer who is then obliged to inform the Captain). Alternatively, highly confidential information can be passed directly to the Company's shore-based Marine Personnel Manger.

3.3.2 All drugs are extremely dangerous and some can be absorbed through the skin. The following points must be observed to ensure personal safety when a suspect substance is discovered:

- Do not feel, handle or touch without skin protection and face mask
- Do not inhale powders or fumes
- Do not rush your actions
- UNDER NO CIRCUMSTANCES taste, eat or drink the suspected substance

3.4 Drug detection

3.4.1 Sophisticated forensic analysis is often required to establish the exact nature of any substance found. However, the following chart may help with tentative identification:

DANGEROUS DRUGS – REFERENCE CHART			
DRUGS COMMON NAME	FORMS	CHARACTERISTICS	INFLUENCE
CANNABIS Marijuana Grass, Pot Tea, Charas, Ganja, Mahona	Herbal Resin Oil	Spicy smell like damp earth or rotten vegetables Causes nausea after prolonged exposure Smell lingers on clothing etc	Powerful hallucinations Slow reactions, uninhibited behaviour Lowers intelligence rating
HALLUCINOGENS LSD, Acid, Stamps Strawberry Fields Lucy, The Pill, Dots	Powders Pills Paper	All forms are odourless	Highly irrational behaviour Oblivious to outside stimuli Convinced of superhuman ability Schizophrenia & insane behaviour
OPIATES & OPIOIDS "O", Hop, Pin, Yen	Raw Prepared Drugs Medical Morphine Diamorphine Synthetic Codeine	Sweet oily pungent aroma Slightly oily pungent aroma " " " " " Smell may be disguised by additive May smell of ammonia or fishy Normally odourless Odourless Odourless	Dilated pupils Drowsy, stupid state Slow response to stimuli
COCAINE Ice, Snow, Coke, Charlie, Dream, Flake, Dust	Coca Leaf Coca Paste Powder	Odourless Strong chemical odour like linseed Odourless	Immediate "high" followed by intense depression. Psychotic, violent & extremely confused. Brain seizure, loss of consciousness & lung damage
STIMULATING DRUGS Speed, Meths, Hearts, pep, Pills, Truck Drivers, Blues, Peaches, Minstrels Goldfish	Tablets Capsules Syrups Various powders	In pure form all are white powders or crystals. Often damp, with characteristic unpleasant smell due to solvent residues	Dilated pupils, excited and erratic behaviour and extreme sociability
SEDATIVE DRUGS Downers, Mickeys, Sleepers, etc	Pills Tablets	In pure form all are white powders but are available in many hundreds of brand names found as pills	Dilated pupils, drowsy Appearance. Slurred speech

3.5 Use of drugs on board

- 3.5.1 Any individual who uses drugs to such an extent that his efficiency is impaired, not only places himself in danger, but also endangers the rest of the crew and persons on board.
- 3.5.2 Individuals who need to use a prescribed drug for medical reasons should ensure that the Ship's Medical Officer and the Captain are informed so that unnecessary suspicion can be avoided.
- 3.5.3 Individuals who use dangerous drugs for recreation place their own, and the lives of others, in great danger. Placing the lives of others in danger is a criminal act and the Owners/Company will not hesitate to prosecute in such cases.
- 3.5.4 When individuals are suspected beyond reasonable doubt of using, distributing or smuggling dangerous drugs, the only course of action open to the Captain is instant dismissal, together with further legal action as necessary.
- 3.5.5 The use of any controlled substance which causes or contributes to unacceptable job performance or unusual behaviour is also prohibited.
- 3.5.6 The misuse of legitimate drugs, or the use, possession, distribution, or sale of illicit or non-prescription drugs on board, cannot be condoned and is also prohibited.

3.6 Random drug testing procedures

- 3.6.1 The Company will carry out random, unannounced, and post-accident tests to detect for drug abuse.
- 3.6.2 Tests for drug abuse will include pre-employment, periodic, random, unannounced and post-accident testing.
- 3.6.3 The exact method of testing for drug abuse will depend on whether the test is a random, unannounced or post-accident test and this will be decided by the Owners/Company.
- 3.6.4 The random test will consist of the crew member providing a urine sample, in an approved sample bottle, which will be sealed and signed in their presence. The sealed and signed sample will then be sent to an independent approved laboratory for analysis.
- 3.6.5 The urine sample will be provided under controlled conditions to prevent any substitution, mishandling or contamination.
- 3.6.6 When post-accident tests are required, a medical practitioner may carry out an “on the spot” analysis. Blood samples may be required in such cases.
- 3.6.7 The detection by the Owners/Company of an illicit or non-prescription drug, following a random, unannounced or a post-accident test, will initiate formal proceedings that will result in suspension from duty pending full investigation, or dismissal at the next most suitable port.
- 3.6.8 Refusal to cooperate in a random, unannounced or post-accident drug test, will be considered as obstructing an authorised person in the course of his lawful duty, and will, therefore, be grounds for disciplinary proceedings.

4. Abuse of Alcohol - Control and Prevention

4.1 Introduction

- 4.1.1 The controlled use of intoxicants on board is to ensure that no Seafarer can operate the ship’s equipment while impaired by drugs or alcohol.
- 4.1.2 By definition, this means that officers and crew members can, without exception, be expected to abstain from the abuse or misuse of alcohol.

4.2 The law and use of alcohol on board

- 4.2.1 Rules have existed for many years, which have effectively created a no alcohol regime for the navigators, engineers and other watch keepers.
- 4.2.2 Catering and hotel staff have generally been regarded as outside the scope of the law, but paradoxically it is the catering staff who have the most direct contact with passengers, especially

during an evacuation. They will form the largest part of the lifeboat preparation teams and the Owner/Company, therefore, expects all Seafarers serving on its vessels to observe all rules.

4.2.3 The same rules apply to key members of shore staff when on board and on duty.

4.2.4 A policy of zero tolerance in regard to alcohol consumption is enforced, at all times, for the following positions:

- Master
- Chief Officer
- Watch keeping Deck Officers and Ratings
- Chief Engineer
- Senior 1st Engineer
- Watchkeeping Engineers and Ratings
- Environmental Engineer
- Chief Electrician
- Communications Officer
- Hotel Manager

4.3 Random alcohol test procedures

4.3.1 The Company will carry out random, unannounced and post-accident tests of alcohol use.

4.3.2 Tests of alcohol use will include pre-employment, periodic, random, unannounced and post-accident testing.

4.3.3 The exact method of testing for alcohol use will depend on a number of factors, for example whether the test is random, unannounced or post-accident.

4.3.4 All random alcohol tests will be carried out by the vessel's Captain, or by external representatives appointed by the Owner/Company within a strict code of conduct as follows:

Tests conducted by external representatives appointed by the Company

The random test will consist of the crew member providing a urine sample, in an approved sample bottle, which will be sealed and signed in his presence. The sealed and signed sample will then be sent to an independent approved laboratory for analysis.

The urine sample will be provided under controlled conditions to prevent any substitution, mishandling or contamination.

Urine alcohol is measured in Mg/100ML (Milligram/100Millilitre).

When post-accident tests are required, a medical practitioner may carry out an "on the spot" analysis. Blood samples may be required in such cases.

The limits for alcohol content in the blood or breath are normally determined by the flag state. However, these should not be greater than those indicated in the STCW, Chapter VIII:

- Blood alcohol content of 0.05%; or
- 0.25 Mg/L alcohol in the breath

Tests conducted internally by the Captain and medical staff:

- Tests will be based on a breath analysis using a breathalyser which is carried on board as part of the vessel's equipment.
- In the initial stages blood will not be drawn. However, if the breathalyzer gives a positive result, the taking of a subsequent blood test for legal purposes, such as a court judgment, is indispensable. If the breathalyser result is negative, no purpose is served by a blood test.
- If a positive breath content (BAC) reading is detected by the breathalyzer, the crew member could be asked to agree to a medical examination where a blood sample will be required.
- Positive BAC readings will be recorded in the Ship's log book. In the case of a negative reading, a statement will be made in the log book that a breathalysing test was carried out with a negative result.
- The breathalyzing test will be conducted before the Captain and two other witnesses, one selected by the tester and one by the crew member.
- Strict rules of hygiene will be followed. A new plastic mouthpiece will be used for each person tested, and to ensure absolute hygiene, the hermetic seal will be broken by the crew member himself.
- When post-accident tests are required, a medical practitioner may carry out an 'on the spot' analysis. Blood samples may be required in such cases.

BREATHALYZER TEST FORM RESULTS

SHIP: M/S: _____ TEST DATE: _____ TIME: _____
Day/Month/Year

CREWMEMBER TESTED: _____ CREW#: _____
Print Name

CREW ID #: _____ RANK/POSITION: _____

TEST ORDERED BY: _____
Captain Delegated to: Name/Rank

TEST WITNESSED and VERIFIED BY: _____
Ship's Doctor Printed Name and Signature

TEST WITNESSED and VERIFIED BY: _____
Chief Officer or Delegate Printed Name and Signature

PRE-TEST READING: _____ RESULT: _____ %
(Normal range 0-0.04)

TEST RESULT REPORTED TO: _____
Captain (Name)

I, the undersigned Seafarer understand and accept the results of this test.

SIGNATURE OF CREWMEMBER TESTED: _____

Two witnesses of Officer's rank required, preferably Chief Officer and Ship's Doctor.

- One copy to crew medical file.
- One copy to Staff Captain's records.
- One copy of all positive results to Legal and Claims and Ship's Personnel.

All tests to be logged.

Sexual Harassment Policy for Shipboard Personnel

1. Purpose

To inform all shipboard personnel of how the Union and Owners/Company define sexual harassment, of the Owners/Company's position regarding sexual harassment and the procedures that will be used to take action against sexual harassment.

2. Application

The policy applies to all shipboard personnel and Owner/Company staff visiting the ship. The Owner/Company shall adopt a Sexual Harassment Policy in relation to passengers and other third parties visiting the ship

3. Policy

The Owners/Company is committed to providing its employees with an on board environment that is free of conduct considered harassing and/or abusive. Sexual harassment in any form is unacceptable and prohibited. All complaints of sexual harassment will be promptly and thoroughly investigated and will be handled in a confidential manner as far as possible. If it is determined that sexual harassment has occurred, appropriate corrective action will be taken immediately.

4. Definition

Sexual harassment does not refer to occasional compliments of a socially acceptable nature.

Sexual harassment is defined as unwelcome sexual advances, a request for sexual favours and other verbal or physical conduct of a sexual nature when:

- (i) *Such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;*
- (ii) Such conduct is used as a basis for employment decisions affecting an individual; or
- (iii) Such conduct, intentionally or unintentionally, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

No supervisor or other employee shall threaten or insinuate, either explicitly or implicitly, that another employee's or applicant's refusal of sexual advances will adversely affect that individual's employment, evaluation, advancement, assigned duties, shifts or any other condition of that individual's employment or career development. Similarly, no supervisor or other employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct or in exchange for sexual favours.

5. Procedure

1. All supervisors are responsible for:

- a) Notifying employees of the Owner's/Company's Sexual Harassment Policy; informing employees that all inquiries or complaints of alleged incidents of sexual harassment will be investigated by the Ship's Management; and advising the employee of the findings and, if an investigation confirms that such conduct has occurred, the Owners/Company will take prompt and appropriate corrective actions;
- b) Reporting all alleged incidents of sexual harassment to the appropriate management;
- c) Rejecting an employee's offer or promise of sexual favours that are made in anticipation of, or in exchange for preferential treatment in connection with his/her employment, and informing the employee that such exchange violates Owners/Company policy and will not be tolerated.

2. All employees who believe they are the victim of sexual harassment are responsible for:

- a) Reporting the facts of the incident to their immediate supervisor so that the matter can be investigated;
- b) Bringing the complaint directly to the Captain if the incident involves a supervisor or other management member or if the employee is not satisfied with the previous handling of the complaint;
- c) Rejecting an employee's offer or promise of sexual favours that are made in anticipation of, or in exchange for preferential treatment in connection with terms and conditions of employment, and informing the employee that such exchange violates Owners/Company policy and will not be tolerated.

6. Violations of Policy

If an investigation confirms that sexual harassment has occurred, the Company will take appropriate corrective actions up to and including dismissal.

If any manager or supervisor is made aware of sexual harassment and fails to take corrective action according to this policy, he will be subject to disciplinary actions.

If any Ship's personnel retaliate against an employee for reporting a claim of harassment, he will be subject to dismissal.

I have received a copy of the Sexual Harassment Policy for Shipboard Personnel. I understand the Policy and will comply with it.

Employee (Print name)

Employee Signature

Company

Position

Date

Employee Identification #

Grievance Resolution Procedure

On MLC certified Ships, on board complaint procedures are MLC mandated. Notwithstanding any other provisions of the Agreement to the contrary, the following grievance resolution procedures are also mandatory and must be used by all parties in resolving any claims or grievances arising from, or related to, the Seafarer's service on board the Ship.

A. General

- a) Seafarers and Owners/Company shall seek to resolve complaints at the lowest level possible, following the procedures outlined below in ascending order.
- b) However, since complaints are often about those individuals to whom the complaint needs to be submitted, or even about the Master of the Ship, Seafarers, in appropriate cases, shall have a right to complain directly to the Master or to appropriate external authorities.
- c) Victimization of a Seafarer for filing a complaint is prohibited and shall be penalized in accordance with the gravity of the actions taken against him. The term 'victimisation' includes any adverse action taken by any person with respect to a Seafarer for lodging a complaint that is not manifestly vexatious or maliciously made.
- d) Seafarers shall be provided with a copy of the complaint procedures applicable on the ship.

B. On Board Complaint Procedures

- a) While on board a vessel, if Seafarers believe that a provision of this Agreement has been violated or that they have been unfairly treated, the Seafarers shall take their complaints, either personally or through a fellow Seafarer, to the head of department or their superior officer.
- b) The head of department or superior officer shall then attempt to resolve the matter within prescribed time limits appropriate to the seriousness of the issues involved, which shall not exceed 30 days.
- c) If the head of department or superior officer cannot resolve the matter to the satisfaction of the Seafarer, the latter may refer it to the Master, who shall handle the matter personally. Should the Seafarer choose not to refer the matter to the Master, he may use the On Shore Complaint Procedures as described below.
- d) In the pursuit of any claim or grievance on board the ship, the Seafarer shall at all times have the right to be accompanied and to be represented by another Seafarer of his choice.

- e) The Master shall attempt to resolve all claims and grievances referred to him as soon as practicable and appropriate considering the seriousness of the complaint but in any event, shall respond not later than thirty (30) days after he receives notice of the matter.
- f) All complaints and the decisions concerning them shall be recorded in a document, and a copy of the document shall be provided to the Seafarer.

C. On Shore Complaint Procedures

- a) If the Seafarer is dissatisfied with the decision of the Master, whether the Seafarer is on board the vessel or ashore, or if the Seafarer chooses not to appeal to the Master for whatever reason and is dissatisfied with the decision of superior officer, the Seafarer shall deliver written notice of a claim or grievance, and of his dissatisfaction with the decision reached, to the representatives of the Union and to the Owners/Company within forty-five (45) days after receiving notification of the decision. Within thirty (30) days of receipt of such written notice, the representatives of the Union and the Owners/Company shall confer to resolve the dispute.
- b) The above procedure also applies if the Seafarer is on shore when filing the grievance.
- c) The parties shall investigate whether the On Board Complaint Procedures set forth above were followed and shall recommend that such procedures be exhausted unless the particular circumstances of the case prevent it.
- d) All On Shore Complaint Procedures and the decisions concerning them shall be recorded in a document, and a copy of the document shall be provided to the Seafarer.
- e) The decision of the Master or Owners/Company shall prevail until the claim or grievance has been resolved by representatives of the Union and the Owners/Company. If the Seafarer is continuing to serve in his assigned capacity during the resolution process, he shall continue to peacefully and satisfactorily perform his duties, and the parties shall faithfully observe this Agreement while grievances and disputes are being resolved.

5. Arbitration

- a) If not resolved by the Union, the Owners/Company, and/or the Seafarer, all claims, grievances, and disputes of any kind relating to, or in any way connected with, the Seafarer's service to the Owners/Company, including but not limited to claims for personal injury or death, no matter how described, pleaded or styled, and whether asserted against the Seafarer, Company, Master, Ship Owner, vessel, vessel operator or their Agents, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), except as otherwise provided in any government-mandated contract, such as the Standard POEA Contract for Seafarers from the Philippines.
- b) Any arbitration shall be conducted pursuant to such rules as the parties may agree upon. If the parties are unable to agree upon the rules to be applied, the arbitration shall be conducted pursuant to the rules applicable in the venue appropriate to the subject matter of the dispute,

as the arbitrator shall determine. In the event of a conflict between the arbitration rules selected and the terms of this Agreement, the terms of the Agreement shall prevail. The arbitration award shall be in writing and shall set forth the arbitrator's findings of fact and conclusions of law.

- c) As mandated by MLC on board complaint procedures, arbitration shall take place in _____ and be administered by _____ pursuant to the rules applicable in the venue appropriate to the subject matter as the arbitrator shall determine.
- d) If extraordinary circumstances such as the inability of the Seafarer to travel due to health reasons or inability to obtain travel documents, in such cases the arbitration shall take place in a mutually agreed upon location
- e) The arbitrator shall be selected in the following manner. The Union and Owners/Company shall each nominate up to three arbitrators. The Union and Company shall jointly select one arbitrator from the list of nominees. The arbitrator shall be familiar with the maritime industry and its employment relations. Should the parties be unable to agree on one name, all names from the list of nominees will be placed in a bag. The Union and Owners/Company shall then cast dice until one or the other has a higher number. Whoever has the higher number shall then select one name from the bag. The individual thus selected shall act as the arbitrator.
- f) The complaining party shall submit a written complaint to the arbitrator describing the nature of the claim or grievance and the remedy sought. The responding party shall submit a written response to the complaint. Each party shall provide the other with a copy of all documents submitted to the arbitrator. The arbitrator shall have the discretion and the power to order examinations under oath of parties and witnesses, to order medical examinations and any other measures necessary for the fair consideration of the dispute.
- g) The Company shall bear all the costs related to the arbitration process from beginning to end including, but not limited to, fees charged and expenses incurred by the arbitrator. Any costs related to proceedings brought to enforce a decision will be borne solely by the non-prevailing party. The Union and the Owners/Company shall pay their own attorney fees and legal representation.
- h) Upon the Seafarer's request, the Union shall decide whether a claim should be brought to arbitration and, if the Union so decides, shall appoint legal representation for the Seafarer. If the Seafarer rejects the representation appointed by the Union at arbitration or afterwards, then the Seafarer will be responsible for the cost of his legal representation, if any. If the Seafarer is represented by an independent counsel at any point, this counsel will substitute for the Union at all stages of the procedure, except when the Arbitrator seeks the Union's opinion on any issue concerning the interpretation of this Agreement.
- i) The Owners/Company, the Union, and the Seafarer acknowledge that by agreeing to arbitration they voluntarily and knowingly waive any right they may have to a jury trial. The arbitration referred to in this Article is exclusive, mandatory, and binding. Claims and lawsuits arising from or relating to the Seafarer's service on board the Ship shall not be brought by any party to the Agreement except to compel arbitration or to enforce the arbitration award.

6. **Contact Information**

Unions:

Employer:

Model Receipt and Release Form for Contractual Claims

Ship: (name, port of registry and IMO no.).....

Incident (date and place)

Seafarer/Legal heir and/or dependant:

Ship owner:

I, [Seafarer] [Seafarer’s Legal heir and/or dependant]* hereby acknowledge receipt of the sum of [currency and amount] in satisfaction of the Ship owner’s obligation to pay contractual compensation for personal injury and/or death under the terms and conditions of my/the Seafarer’s employment and I hereby release the Ship owner from obligations under the said terms and conditions.

The payment is made without admission of liability of any claims and is accepted without prejudice to my/the Seafarer’s legal heir and/or dependant’s right to pursue any claim at law in respect of negligence, tort or any other legal redress and arising out of the above incident.

Any payments made herein shall be credited to any additional recovery.

Dated: Place:

Seafarer, Legal heir and/or Dependand:

Signed:

For acknowledgement:

Ship owner/Ship owner’s representative: Signed:

Insurer/Insurer representative

Signed:

Useful Addresses: