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IR No. 175 — INDUSTRIAL RELATIONS ACT 1960

It is hereby notified for general information that on 16th August 2024, the following memorandum of a collective agreement was certified by the Industrial Arbitration Court and registered pursuant to section 25 of the Industrial Relations Act. The Court does not vet the agreement other than to ensure that there are no major errors or discrepancies and that the collective agreement is in compliance with the provisions of the Industrial Relations Act.

THIS COLLECTIVE AGREEMENT is made this 22nd day of April 2024 between the BERNHARD SCHULTE SHIPMANAGEMENT (SINGAPORE) PTE LTD of 108, Middle Road, #08-00, Bernhard Schulte House, Singapore 188976 (hereinafter called the “Company”) of the one part and the SINGAPORE MARITIME OFFICERS’ UNION (SMOU) of 75 Jellicoe Road, #02-01 Wavelink Building, Singapore 208738 and the SINGAPORE ORGANISATION OF SEAMEN (SOS) of 52 Chin Swee Road, #09-00 Seacare Building, Singapore 169875 (hereinafter jointly and severally called the “Unions”) being trade unions of employees registered pursuant to the Trade Unions Act of the other part.

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:

PART I GENERAL PROVISIONS

1. *Title*—This Agreement shall be known as the “BERNHARD SCHULTE SMOU/SOS IMEC IBF SEAFARERS’ AGREEMENT 2024”.

2. *Scope*—(1) This Agreement shall cover both officers and ratings (hereinafter known as “seafarer”) as listed in Appendix I to this Agreement who are engaged in work on such vessels of the Company as are listed in Appendix II to this Agreement or as are subsequently included in an exchange of letters between the Company and the Unions, a copy of which shall be duly registered with the Singapore Industrial Arbitration Court while this Agreement is in force. Furthermore, “seafarer” means any person who is employed or engaged or works in any capacity to whom this collective bargaining agreement applies.

(2) The Company shall provide to the Unions a Bill of Sale and/or any other valid documents showing the reasons for changes to particulars of vessels in Appendix II. Any changes required shall be set out in a joint letter made out between the Company and the Unions and submitted to the Singapore Industrial Arbitration Court, for the changes to form part of this Agreement.

3. *Recognition*—(1) The Company recognises the Unions as the sole collective negotiating body relating to the rates of wages and other conditions of service of the Seafarers coming within the scope of this Agreement.

(2) The Unions shall use their best endeavours to ensure that all their members loyally co-operate in working for the advancement of seafarers' interest and the Company's interest and business in all respects to the best of their ability.

(3) The Company shall facilitate and deliver all forms of communication between the Unions and the seafarers working onboard the vessels covered by this Agreement.

4. *Duration*—(1) This Agreement shall come into effect on 1st January 2024 and shall remain in force until 31st December 2025.

(2) During the currency of this Agreement, neither party shall vary, modify or annul any of its terms save as is provided herein or in accordance with the provisions of the Industrial Relations Act.

(3) The Company agrees to negotiate with the Unions to amend the wages and/or other conditions of employment to meet any future ITF benchmark and/or criteria and apply the revised wages and conditions to the seafarers on the vessel.

(4) Negotiations for a renewal of the collective agreement may commence three months before the expiry of this Agreement but not earlier.

(5) 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).

5. *Grievance and Shipboard Disputes Procedures*—(1) Both the Unions and the Company endorse the necessity to establish and maintain good and harmonious industrial relations.

(2) The Unions and the Company agree to make every possible effort to resolve any grievances or complaints from seafarers at the lowest level.

(3) With regards to disagreements or disputes that may arise in connection with this Agreement, a Shipboard Disputes Procedures has been adopted as shown in Appendix V to this Agreement.

(4) Any dispute arising out of the operation of this Agreement that cannot be settled in accordance with the Shipboard Disputes Procedures shall be referred by the Unions or the Company to the President of the Industrial Arbitration Court of Singapore who shall have the discretion to select a referee appointed in accordance with section 43 of the Industrial Relations Act.

PART II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

6. *Pre-Employment*—(1) Each seafarer shall undertake to serve the Company competently, honestly, faithfully and soberly and shall undertake that they possess, and will exercise, all skill and competence commensurate with the certificate of competence, which they declare to hold, and should be verified by the Company.

(2) The Company shall be entitled to require that any seafarer shall have a satisfactory pre-employment examination, at Company's expense, by a Company-nominated doctor and that the seafarer shall 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 clauses 28, 29, 30(1), 30(2) 31 and 32. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this clause shall equally apply to seafarers who were previously employed by the Company, signed off due to medical reasons pursuant to clause 22(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.

(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 documents 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.

(4) Each seafarer shall sign an MLC compliant seafarer's employment contract.

(5) Documentation as required by Flag State shall be at Company's expense.

7. *Engagement and Discharge*—A seafarer's employment shall commence from the day that they leave their place of engagement and shall cease on the day after they signed off from the vessel or on the day of their arrival at the place of their engagement, whichever is the later.

8. *Probationary Service*—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 Company shall be entitled to terminate the employment prior to the expiry of the contract. In such an event, compensation for premature termination of employment provided shall not apply.

9. *Watchkeeping*—(1) Watchkeeping at sea and, when deemed necessary, in port, shall be organised where possible on three-watch basis.

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

(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, also whenever deemed necessary by the Master or officer of the navigational watch.

(4) The Master and Chief Engineer shall not normally be required to stand watches.

10. *Hours of Duty*—The normal working hours of duty for every seafarer in no case shall exceed eight (8) hours per day from Monday to Friday.

11. *Overtime*—(1) All officers shall be paid overtime compensation as per the amount shown in Appendix I to this Agreement, based on the fixed overtime.

(2) All ratings shall be paid minimum guaranteed overtime compensation as per the amount shown in Appendix I to this Agreement. This minimum guaranteed overtime payment covers compensation for 103 hours overtime per month. Any overtime work performed beyond 103 hours guaranteed overtime per month shall be compensated according to the hourly overtime rates as per Appendix I to this Agreement. The hourly overtime rate shall be computed as follows:

$$\frac{\text{Monthly basic wage} \times 12 \times 1.25}{52 \times 40}$$

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

(4) Such overtime 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 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.

(5) Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril shall not count for overtime payment.

(6) If, by a system breakdown or failure, overtime records cannot 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 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.

12. *Rest Periods*—(1) Each seafarer shall have a minimum of 10 hours rest in any 24-hour period and 77 hours in any seven-day period.

(2) This period of 24 hours shall begin at the time a seafarer starts work immediately after having had a period of at least 6 consecutive hours of off duty.

(3) The hours of rest may be divided into no more than two 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. For Catering personnel, the rest period shall be as outlined in Appendix VII.

(4) The Company shall post in an accessible place onboard a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position onboard in the language of the ship and in English.

(5) Nothing in this clause 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.

(6) A short break of less than 30 minutes will not be considered as a period of rest.

(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.

(8) The allocation of periods of responsibility on UMS Ships, where a continuous watch keeping in the engine room is not carried out, shall also be conducted in a manner that 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.

(9) Records of Seafarer's daily hours of rest shall be maintained to allow for monitoring of compliance with this clause.

PART III SALARY AND OTHER MONETARY ITEMS

13. *Wages*—(1) The minimum monthly wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wages scale shown in Appendix I 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 I 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.

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

(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.

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

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

14. *Subsistence Allowance*—When food and/or accommodation are not provided on board, the Company shall be responsible for providing food and/or accommodation of suitable quality.

15. *Standby*—(1) A seafarer may be placed on standby for a period not exceeding two (2) weeks, on half-basic wage pending assignment to a vessel.

(2) Any period of standby shall count as service with the Company.

(3) The Company reserves the right to summarily dismiss, after due warning, a seafarer on standby in the event of their refusing to accept an assignment. In this case, any standby wages paid to the seafarer shall be refunded to the Company.

16. *Allotments*—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 the Company) payable at monthly intervals to one account as indicated by the seafarer after allowing for any applicable deductions as specified in clause 13, in line with the provisions of MLC Standard A2.2 paragraph 5.

17. *Manning*—(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.

(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.

(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 authorised 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 recommendations; and
- (e) Riding squads should not be used to replace current crew or be used to permanently undermine ITF agreements.

(4) Shorthand Manning - Where a shortage occurs for whatever reasons and the complement falls short of the agreed manning, wages of the shortage category shall be paid to the affected members of the concerned department. In principle such shortage however shall be made up before the vessel leaves the next port of call. This provision shall not affect any overtime paid in accordance with clause 11 of this Agreement.

18. *Central Provident Fund / Seafarers' Provident Fund*—(1) The Company shall comply with the Central Provident Fund (CPF) Act where applicable.

(2) The Company shall contribute the United States Fifty Dollars (US\$50) as shown in Appendix I to this Agreement per month or a prorated sum for part of a month to the Seafarers' Provident Fund Scheme or any other provident or retirement fund administered by the Union for every seafarer employed onboard under this Agreement, when such Scheme is implemented.

(3) Prior to the implementation of such Scheme, the contribution stipulated above shall be paid directly into the seafarer's monthly salary.

(4) When such Seafarers' Provident Fund or any other provident or retirement fund is implemented, the full details of the scheme shall be set out in a Joint Letter and submitted to the Industrial Arbitration Court, for such changes to form part of this Agreement.

19. *Warlike Operations / High Risk Area*—(1) A Warlike Operations Area shall be determined by the 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.

(2) At the time of the assignment the Company shall inform the seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known, during the period of the seafarer's employment on the vessel, the Company shall advise the seafarer immediately.

(3) If the vessel enters a Warlike Operations area:

- (a) 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.
- (b) The seafarer shall be entitled to a double compensation for disability and death.
- (c) 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.
- (d) 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.

(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 sub-clauses (1) and (2) shall apply. Full details of any Areas so designated shall be attached to this Agreement and made available on board the vessel.

(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 clause, 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 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.

20. *Overseas Travel*—Where a seafarer travels overseas on Company business, the Company shall pay —

- (a) All hotel (including meals) and transportation charges and other reasonable expenses incurred by the seafarer; and
- (b) In the case of travel by air, charges for luggage up to 30 kg.

PART IV TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

21. *Duration of Employment*—The maximum period of engagement 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 clause 22 of this Agreement. This period of engagement may be reduced following local negotiations between the Company in membership of the Joint Negotiating Group (JNG) and an ITF affiliate. However, should the voyage duration be subject to such reduction, any cost should be included within the overall cost of the settlement.

22. *Termination of Employment*—(1) The employment shall be terminated —

- (a) Upon the expiry of the agreed period of service.
- (b) When signing off owing to sickness or injury, after medical examination in accordance with clause 28, but subject to the provisions of Appendix IV.

(2) The Company may terminate the employment of a seafarer —

- (a) By giving one month's written notice to the seafarer.
- (b) If the seafarer has been found to be in serious breach of their employment obligations in accordance with clause 24.
- (c) Upon the total loss of the vessel, or when the vessel has been laid up for a continuous period of at least one month or upon the sale of the vessel.

(3) A seafarer to whom this Agreement applies may terminate a current employment contract —

- (a) For justified reasons, by giving one month's notice to the Company;
- (b) 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;
- (c) If the vessel is about to sail into a Warlike Operations area or a High Risk Area, in accordance with clause 19 of this Agreement;
- (d) If the seafarer was employed for a specified voyage on a specified ship and the voyage is subsequently altered substantially, either with regards to duration or trading pattern;
- (e) If the vessel 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) 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 Vessels as supplemented by the Protocol of 1996 and so remains for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a vessel 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;
- (f) If the vessel has been arrested and has remained under arrest for 30 days;
- (g) If after any agreed grievance procedure has been invoked, the Company has not complied with the terms of this Agreement.

(4) A seafarer shall be entitled to receive compensation of two (2) months' basic wage on termination of their employment in accordance with clauses 22(2)(a), 22(2)(c), 22(3)(c), 22(3)(d), 22(3)(e), 22(3)(f) and 22(3)(g) above and clause 30. There will be no entitlement to compensation if the seafarer's agreed period of service has expired as per clause 22(1)(a) and wages have been paid.

(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. 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.

23. *Repatriation / Embarkation*—(1) Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.

(2) During repatriation for normal reasons, the Company shall be liable for the following costs until the seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:

- (a) Payment of basic wages.
- (b) The cost of accommodation and food.
- (c) Reasonable personal travel and subsistence cost during the travel period.
- (d) Transportation of the seafarer's personal effects up to the amount agreed with the Company.

(3) A seafarer shall be entitled to repatriation at the Company's expense on termination of employment as per clause 22 except where such termination arises under clause 22(2)(b).

(4) The provisions of clauses 23(1), 23(2) and 23(3) shall also apply to seafarers travelling to join the vessel.

24. *Misconduct*—(1) The Company may terminate the employment of a seafarer following a serious default of the seafarers' 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 misconduct or incompetence which has been the cause of the dismissal.

(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 seafarer's proven misconduct. Such cost does not, however, include the costs of providing a replacement for the dismissed seafarer.

(3) For the purpose of this Agreement, refusal by any seafarer to obey an order to sail the vessel shall not amount to a breach of the seafarers' employment obligations where —

- (a) The vessel is unseaworthy or substandard as defined in clause 22(3)(e);
- (b) For any reason it would be unlawful for the vessel to sail;
- (c) 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
- (d) The seafarer refuses to sail into a Warlike Area or a High Risk Area as identified in clause 19.

(4) The Company shall ensure that a fair, effective and expeditious on-board 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 crewmembers 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.

25. *Crew's Effects*—(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 of US\$3,500 only, which includes cash up to US\$350.

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

(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.

PART V LEAVE ITEMS

26. *Leave and Public Holidays*—(1) Annual leave entitlement for every seafarer shall be as shown in Appendix I to this Agreement.

(2) Annual leave shall be granted on a pro-rata basis for every incomplete month of service.

(3) Any seafarer with unexhausted leave entitlement on termination of service shall be entitled to cash payment in lieu thereof.

(4) Every seafarer shall be entitled to eleven (11) paid holidays as declared and gazetted by the Government of Singapore or as agreed between the 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.

27. *Compassionate Leave*—A seafarer shall be granted compassionate leave in accordance with the Compassionate Scheme for seafarers as outlined in Appendix III to this Agreement.

PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

28. *Medical Benefits*—(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.

(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 clause 23, whichever is the earlier.

(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:

(a) In the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports.

(b) In the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with clause 31 concerning permanent disability.

(c) In those cases where, following repatriation, seafarers have to meet their own medical care cost, in line with sub-clause 3(a), they may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended.

(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.

29. *Sick Pay*—(1) When a seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages plus guaranteed, or in the case of officers, fixed overtime, shall continue until they have been repatriated at the Company's expense as specified in clause 23.

(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 medical certificate, without undue delay.

(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 for permanent disability compensation payable in accordance with clause 31.

(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.

30. *Maternity*—(1) In the event that a crew member 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;

(c) the seafarer shall be entitled to receive contractual pay for the full contract period, plus 100 days basic pay.

(2) 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.

(3) Notwithstanding the above, the provisions in the Child Development Co-Savings Act shall apply if the seafarer is eligible to those provisions.

31. *Compensation for Disability*—A seafarer shall be entitled to compensation for disability in accordance with paragraph 2 of Appendix IV to this Agreement.

32. *Loss of Life – Death in Service*—The nominated beneficiary and dependent children of a seafarer shall be entitled to compensation for death of a seafarer as specified in accordance with paragraph 1 of Appendix IV to this Agreement.

33. *Insurance*—The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the clauses 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.

PART VII MISCELLANEOUS ITEMS

34. *Food, Accommodation, Bedding, etc*—(1) The Company shall provide, as a 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 shall give due consideration to the Guidelines in that 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.

(2) The Company should, as far as is reasonably possible, provide seafarers on board their ships with internet, with charges, if any, being reasonable in amount.

(3) 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.

35. *Personal Protective Equipment*—(1) The Company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations which specify any additional equipment, for the use of each seafarer while serving on board.

(2) The Company shall 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 manufacturer's recommendations.

(3) Seafarers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment.

(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.

(5) Seafarers shall 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.

36. *Seafarers' Endorsement*—(1) The Company shall submit to the Unions the crew complement coming within the scope of this Agreement upon request.

(2) Where a seafarer is assigned to a vessel direct from a foreign port due to economic reasons, the Company shall assist them to apply for Union membership and forward all necessary documents and Union dues to the Unions promptly upon the seafarer's consent.

(3) The Unions warrant that it will comply with the provisions of the General Data Protection Regulation (EU) 2016/679 and the Personal Data Protection Act (Singapore) in relation to any personal data of the Company's employees, submitted to the Unions. The Unions will take all appropriate technical and organisational measures necessary against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data.

37. *Union Fee*—(1) The Company agrees that a collective bargaining agreement union fee of United States Thirty Dollars (US\$30) per seafarer per month shall be payable to the Union for every seafarer who come within the scope of this Agreement, to cover the Union's cost of negotiating, concluding, monitoring and enforcing this Agreement and representing the seafarers vis-à-vis the Company.

(2) The union fee shall be paid within two weeks from the date of invoice by the Unions. The monies paid under this paragraph are not refundable.

(3) The Unions agree that in respect of the seafarers who are members of the respective Unions, the monthly Union subscription payable by the seafarers concerned shall be deemed to have been fully set off by the union fee. In addition, the Company shall expeditiously check off from the seafarers' salary any arrears of Union subscriptions as advised by the Union.

38. *Contribution to Seafarer's Training, Upgrading and Education Project*—(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). Financial contributions to the Project shall be at the rate shown in the wage scale Appendix I per seafarer per month while onboard.

(2) 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. Proof of payment to be given to IMEC at not more than quarterly intervals specifying the amount and the period covered and the name of the vessel(s).

39. *Seafarers' Medical Scheme (SMS)*—The Company agrees to participate in the Seafarers' Medical Scheme (SMS) administered by the Unions. The rate of contribution shall be as shown in Appendix I to this Agreement for every seafarer employed under the terms of this Agreement, to cover such seafarers under the Seafarers' Medical Scheme administered by the Unions. The Company and the Union shall notify the Singapore Industrial Arbitration Court in a joint letter showing the effective date of the SMS scheme to form part of this Agreement.

40. *Welfare*—(1) The Company shall make an annual contribution to the Unions respectively for welfare, educational, social and other purposes benefiting the general membership of the Unions of an amount as agreed between the Company and the Union. Such contributions shall be paid annually in advance to the Unions.

(2) The Company shall also pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement for Flag of Convenience Ships, applicable to members of the JNG of the International Bargaining forum (IBF) and only following approval by the ITF London.

(3) The Company shall be liable to the payment of the above contributions in respect of any vessel(s) that are covered by this Agreement.

41. *General*—(1) Transportation from shore to ship and vice versa, shall be arranged and paid for by the Company.

(2) The Company reserves the right to transfer any seafarer while on board to any of its ships of the same owner/manager provided their terms and conditions of employment remain the same. All expenses shall be borne by the Company.

42. *Discipline*—(1) Every seafarer shall perform his duties faithfully, diligently and to the satisfaction of the Company/Master and shall obey and comply with all reasonable instructions, direction and lawful orders that may be given by the Company/Master or its duly authorised representative. Every seafarer shall work and live in harmony with their co-employees on the ship and shall at all times conduct themselves in a sober, polite and orderly manner with due regard to the customs, comfort and convenience of their co-employees.

(2) A seafarer shall not commit any offence, nor shall they commit or be guilty of any act of insubordination, smuggling, drunkenness, misbehaviour, dishonesty or misconduct or any act or omission which may amount to negligence or default in the performance of their duties, or which may be detrimental to the interests of the Company.

(3) A seafarer shall not without the permission of the Company/ Master absent themselves from work.

(4) Should any dispute arise in respect of the interpretation and/or application of the provisions of this Agreement, both parties shall attempt to reconcile their differences amicably through discussion and negotiation. Both the Company and the seafarers shall endeavour, within the spirit of this Agreement, to refrain from any action that disrupts the normal working pattern of the ship without prior consultation with the ITF.

43. *Non-Seafarers Work*—(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, unlashings, checking and receiving.

(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 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.

(3) For crew members' compensation for such work performed during the normal working week, shall be by the payment of the overtime rate specified in clause 11 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.

(4) In implementing the provisions of clause 43(1) and 43(2) above, specific conditions may apply as identified in Appendix VI to this Agreement.

44. *Waivers and Assignments*—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 to or 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.

45. *Equality*—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 the seafarers.

46. *Shipboard Safety Committee*—(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.

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

(3) The Company acknowledges the right of the 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 the seafarer's duties as a liaison representative unless the Union has been given adequate notice of the dismissal and the agreed Grievance Procedure observed.

47. *Amenities*—Seafarers will have access to free call on a one-off basis linked to compassionate circumstances as per clause 22(3)(b).

48. *Seafarers' Employment Promotion Fund*—The Company shall remit US\$10 per seafarer per month to the Seafarers' Employment Promotion Fund (SEPF) in order to meet the objectives agreed in discussions at the IBF.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the date and year first hereinbefore mentioned.

Signed for and on behalf of:

In the presence of:

BERNHARD SCHULTE SHIPMANAGEMENT (SINGAPORE) PTE LTD

ATUL OJHA

Senior Operations Director

RAYMOND B PETER

Managing Director

Signed for and on behalf of:

In the presence of:

SINGAPORE MARITIME OFFICERS' UNION (SMOU)

GWEE GUO DUAN

Assistant General Secretary

TERENCE TAN

Secretary

Signed for and on behalf of:

In the presence of:

SINGAPORE ORGANISATION OF SEAMEN (SOS)

DANIEL TAN

General Secretary

KOH SOO LEE

Senior Manager

BERNHARD SCHULTE SMOU/SOS IMEC IBF SEAFARERS' AGREEMENT 2024

**MINIMUM MONTHLY WAGE SCALE IN UNITED STATES DOLLARS FROM
1 JANUARY 2024 TO 31 DECEMBER 2024**

Officers:

	WAGE ELEMENT												FUND ELEMENT “A”						GRAND TOTAL
Rank	Basic Wage	Daily Wage	Fixed Overtime *1	Guaranteed Overtime *2	Hourly Overtime Rate *3	Leave *4	Leave Subsistence *5	Seniority *6	SPF *7	Bonus *8	SVA *9	Total Cash	IMTF *10	SMS *11	WF *12	UF *13	SEPF *14	NSA *15	
Master	2,655	89	2,283	0	0	708	64	133	50	345	900	7,138	10	10	25	30	10	65	7,288
Chief Officer	1,812	60	1,558	0	0	483	64	91	50	236	0	4,294	10	10	25	30	10	65	4,444
2nd Officer	1,275	43	1,097	0	0	340	64	64	50	166	0	3,056	10	10	25	30	10	65	3,206
3rd Officer	1,035	35	890	0	0	276	64	52	50	135	0	2,502	10	10	25	30	10	65	2,652
Radio Officer	1,515	51	1,303	0	0	404	64	76	50	197	0	3,609	10	10	25	30	10	65	3,759
Chief Engineer	2,335	78	2,008	0	0	623	64	117	50	304	850	6,351	10	10	25	30	10	65	6,501
2nd Engineer	1,812	60	1,558	0	0	483	64	91	50	236	0	4,294	10	10	25	30	10	65	4,444
3rd Engineer	1,275	43	1,097	0	0	340	64	64	50	166	0	3,056	10	10	25	30	10	65	3,206
4th Engineer	1,035	35	890	0	0	276	64	52	50	135	0	2,502	10	10	25	30	10	65	2,652
Electrical Engineer	1,215	41	1,045	0	0	324	64	61	50	158	0	2,917	10	10	25	30	10	65	3,067

Ratings:

	WAGE ELEMENT												FUND ELEMENT “A”						GRAND TOTAL
Rank	Basic Wage	Daily Wage	Fixed Overtime *1	Guaranteed Overtime *2	Hourly Overtime Rate *3	Leave *4	Leave Subsistence *5	Seniority *6	SPF *7	Bonus *8	SVA *9	Total Cash	IMTF *10	SMS *11	WF *12	UF *13	SEPF *14	NSA *15	
Bosun	804	27	0	597	5.80	214	64	32	50	27	0	1,788	10	10	15	30	10	65	1,928
Able Body Seaman	682	23	0	507	4.92	182	64	27	50	23	0	1,535	10	10	15	30	10	65	1,675
Able Body Seaman	682	23	0	507	4.92	182	64	27	50	23	0	1,535	10	10	15	30	10	65	1,675
Able Body Seaman	682	23	0	507	4.92	182	64	27	50	23	0	1,535	10	10	15	30	10	65	1,675
Ordinary Seaman	466	16	0	346	3.36	124	64	19	50	15	0	1,084	10	10	15	30	10	65	1,224
Fitter/Repairer Pumpman	804	27	0	597	5.80	214	64	32	50	27	0	1,788	10	10	15	30	10	65	1,928
Oiler/Greaser	682	23	0	507	4.92	182	64	27	50	23	0	1,535	10	10	15	30	10	65	1,675
Oiler/Greaser	682	23	0	507	4.92	182	64	27	50	23	0	1,535	10	10	15	30	10	65	1,675
Oiler/Greaser	682	23	0	507	4.92	182	64	27	50	23	0	1,535	10	10	15	30	10	65	1,675
Wiper	466	16	0	346	3.36	124	64	19	50	15	0	1,084	10	10	15	30	10	65	1,224
Chief Cook	804	27	0	597	5.80	214	64	32	50	27	0	1,788	10	10	15	30	10	65	1,928
Steward	652	22	0	484	4.70	174	64	26	50	22	0	1,472	10	10	15	30	10	65	1,612
Steward	652	22	0	484	4.70	174	64	26	50	22	0	1,472	10	10	15	30	10	65	1,612
TOTAL	24,704		13,729	6,493		6,587	1,472	1,149	1,150	2,371	1,750	59,405	230	230	445	690	230	1,495	62,725

BERNHARD SCHULTE SMOU/SOS IMEC IBF SEAFARERS' AGREEMENT 2024**MINIMUM MONTHLY WAGE SCALE IN UNITED STATES DOLLARS FROM
1 JANUARY 2025 TO 31 DECEMBER 2025**

Officers:

Rank	WAGE ELEMENT												FUND ELEMENT “A”						GRAND TOTAL
	Basic Wage	Daily Wage	Fixed Overtime *1	Guaranteed Overtime *2	Hourly Overtime Rate *3	Leave *4	Leave Subsistence *5	Seniority *6	SPF *7	Bonus *8	SVA *9	Total Cash	IMTF *10	SMS *11	WF *12	UF *13	SEPF *14	NSA *15	
Master	2,678	89	2,410	0	0	714	64	134	50	348	900	7,298	10	10	25	30	10	65	7,448
Chief Officer	1,821	61	1,639	0	0	486	64	91	50	237	0	4,388	10	10	25	30	10	65	4,538
2nd Officer	1,283	43	1,155	0	0	342	64	64	50	167	0	3,125	10	10	25	30	10	65	3,275
3rd Officer	1,038	35	934	0	0	277	64	52	50	135	0	2,550	10	10	25	30	10	65	2,700
Radio Officer	1,519	51	1,367	0	0	405	64	76	50	197	0	3,678	10	10	25	30	10	65	3,828
Chief Engineer	2,357	79	2,121	0	0	629	64	118	50	306	850	6,495	10	10	25	30	10	65	6,645
2nd Engineer	1,821	61	1,639	0	0	486	64	91	50	237	0	4,388	10	10	25	30	10	65	4,538
3rd Engineer	1,283	43	1,155	0	0	342	64	64	50	167	0	3,125	10	10	25	30	10	65	3,275
4th Engineer	1,038	35	934	0	0	277	64	52	50	135	0	2,550	10	10	25	30	10	65	2,700
Electrical Engineer	1,222	41	1,100	0	0	326	64	61	50	159	0	2,982	10	10	25	30	10	65	3,132

Ratings:

	WAGE ELEMENT												FUND ELEMENT “A”						GRAND TOTAL
Rank	Basic Wage	Daily Wage	Fixed Overtime *1	Guaranteed Overtime *2	Hourly Overtime Rate *3	Leave *4	Leave Subsistence *5	Seniority *6	SPF *7	Bonus *8	SVA *9	Total Cash	IMTF *10	SMS *11	WF *12	UF *13	SEPF *14	NSA *15	
Bosun	833	28	0	619	6.01	222	64	33	50	27	0	1,848	10	10	15	30	10	65	1,988
Able Body Seaman	694	23	0	515	5.00	185	64	28	50	23	0	1,559	10	10	15	30	10	65	1,699
Able Body Seaman	694	23	0	515	5.00	185	64	28	50	23	0	1,559	10	10	15	30	10	65	1,699
Able Body Seaman	694	23	0	515	5.00	185	64	28	50	23	0	1,559	10	10	15	30	10	65	1,699
Ordinary Seaman	473	16	0	351	3.41	126	64	19	50	16	0	1,099	10	10	15	30	10	65	1,239
Fitter/Repairer Pumpman	833	28	0	619	6.01	222	64	33	50	27	0	1,848	10	10	15	30	10	65	1,988
Oiler/Greaser	694	23	0	515	5.00	185	64	28	50	23	0	1,559	10	10	15	30	10	65	1,699
Oiler/Greaser	694	23	0	515	5.00	185	64	28	50	23	0	1,559	10	10	15	30	10	65	1,699
Oiler/Greaser	694	23	0	515	5.00	185	64	28	50	23	0	1,559	10	10	15	30	10	65	1,699
Wiper	473	16	0	351	3.41	126	64	19	50	16	0	1,099	10	10	15	30	10	65	1,239
Chief Cook	833	28	0	619	6.01	222	64	33	50	27	0	1,848	10	10	15	30	10	65	1,988
Steward	662	22	0	491	4.77	177	64	26	50	22	0	1,492	10	10	15	30	10	65	1,632
Steward	662	22	0	491	4.77	177	64	26	50	22	0	1,492	10	10	15	30	10	65	1,632
TOTAL	24,993		14,454	6,631		6,666	1,472	1,160	1,150	2,383	1,750	60,659	230	230	445	690	230	1,495	63,979

Remarks “Wage Element”

- *1 Fixed Overtime for officers.
- *2 Guaranteed Overtime for ratings.
- *3 Hourly Overtime rates payable where applicable for overtime work in excess of 103 hours of Guaranteed Overtime.
- *4 8 Days Leave Pay. This includes 2.5 Annual Leave with Pay and 5.5 Compensatory Leave Pay.
- *5 8 Days Leave Subsistence at \$8 per day.
- *6 Seniority payable to a seafarer after 12 months or more service in the Company.
- *7 SPF = Contributions to the Seafarers Provident Fund as per clause 18(2).
- *8 Bonus payable to a seafarer on completion of contract.
- *9 Fixed Supervisory Allowance.

Remarks “Fund Element A”

Breakdown of Monthly Fund Element “A” as follows:

- 10 IMTF = \$230 per vessel payable to the International Maritime Training Fund as per clause 38.
- 11 SMS = \$230 per vessel payable to the Seafarers’ Medical Scheme as per clause 39.
- 12 WF = \$445 per vessel payable Welfare as per clause 40.
- 13 UF = \$690 per vessel payable Union Fee as per clause 37.
- 14 SEPF = \$230 per vessel to Seafarers’ Employment Promotion Fund as per clause 48.
- 15 NSA = S\$1495 per vessel as National Social Allowance in recognition of certain statutory social and other benefits payable by company in the seafarer’s countries of residence and not payable to the Seafarers.

Annual Leave with pay

Annual leave with pay shall be calculated on the basis of a minimum of 2.5 calendar days per month of employment.

Compensatory Leave Pay

Compensatory leave pay in addition to annual leave with pay shall be calculated on the basis of at least 5.5 days for each completed month of service and pro rata for a shorter period.

*Appendix II (Clause 2)***BERNHARD SCHULTE SMOU/SOS IMEC IBF
SEAFARERS' AGREEMENT 2024****PARTICULARS OF VESSELS**

No.	Name Of Vessel / IMO Port Of Registry / Official Number Type Of Vessel GRT Engine Power	Name
1.	ARDMORE / 9878034 Liberia Oil/Chemical Tanker 24,576 Tons 34,777 Kw	Pioneer Tanker Pte Ltd Singapore
2.	MOUNT GONGGA / 9741774 Liberia Ore Carrier 135,472 Tons 49,175 Kw	Stella Ivy Shipping Pte Ltd Singapore (ADDED W.E.F 11 JAN 2024)

*Appendix III (Clause 27)***BERNHARD SCHULTE SMOU/SOS IMEC IBF
SEAFARERS' AGREEMENT 2024****COMPASSIONATE LEAVE**

1. Compassionate leave shall be granted to a seafarer under the following circumstances:
 - (a) Serious illness of the members of the seafarer's immediate family.
 - (b) Demise of the members of the seafarer's immediate family.
 - (c) Any natural disaster affecting the seafarer's immediate family.
2. The maximum period of paid compassionate leave shall be seven days.
3. The repatriation expense of a seafarer granted compassionate leave shall be borne by the Company.
4. Definition of immediate family:
 - (a) If the seafarer is unmarried, their father and mother shall constitute as the seafarers' immediate family.
 - (b) If the seafarer is married, the members of their immediate family shall consist of their spouse, children and their father and mother.
5. The Company shall make every effort to release a seafarer for compassionate leave and the seafarer shall carry on their duties as usual until their replacement takes over from them.
6. The Company shall grant compassionate leave subject to a replacement seafarer being available.
7. The Company reserves the right to release a seafarer from further obligation to complete the contract if there is no available position.

Appendix IV (Clauses 31 & 32)

**BERNHARD SCHULTE SMOU/SOS IMEC IBF
SEAFARERS' AGREEMENT 2024**

COMPENSATION FOR DEATH AND DISABILITY

1. LOSS OF LIFE

- (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, the Company shall pay the sums specified below to a nominated beneficiary and to each dependent child up to a maximum of four (4) under the age of 18. If the seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the seafarer. 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. For the purpose of this clause a seafarer shall be regarded as "in employment of the company" for so long as the provisions of the medical attention and sick pay apply and provided the death is directly attributable to the sickness or injury that caused the seafarer's employment to be terminated in accordance with clause 22(1)(b).

(i) To the nominated beneficiary : US\$114,018 in 2024
US\$116,299 in 2025

(ii) To each dependent child under the age of 18 : US\$22,805 in 2024

US\$23,262 in 2025
Subject to a maximum
of four (4) children.

- (2) 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 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.

*Appendix IV — continued***2. COMPENSATION FOR PERMANENT DISABILITY**

- (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, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.
- (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 a seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the seafarer and the decision of this doctor shall be final and binding, on both parties.
- (3) The Company shall provide disability compensation to the seafarer in accordance with the following table, with any differences, including less than 10% disability, to be pro rata:

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

Appendix IV — continued

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

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

- (4) A seafarer whose disability, in accordance with paragraph 2(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 entitlement under this clause shall be resolved in accordance with the procedures set out in paragraph 2(2) above.
- (5) 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 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.
- (6) Any payment effected under paragraphs 2(1) to 2(4) shall be without prejudice to any claim for compensation made in law, but such payment shall be deducted from any award for damages.
- (7) If the claims are found to be fraudulent, then the compensation shall be refunded in full.

Appendix IV — continued

- (8) Lost at sea: If a seafarer is lost at sea and his body is not found after his disappearance or the sinking or wrecking of the conveyance in which he was travelling at the time of the injury and under such circumstances as would otherwise, be covered hereunder, it will be presumed that he suffered loss of life resulting from injury due to such disappearance, sinking or wrecking. In such circumstances the death compensation shall be payable provided the person or persons receiving the compensation shall sign an undertaking to refund such sum to the Company if the said seafarer is subsequently found to be living.
- (9) The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the clauses of this Agreement.

*Appendix V (Clause 5)***BERNHARD SCHULTE SMOU/SOS IMEC IBF
SEAFARERS' AGREEMENT 2024****SHIPBOARD DISPUTES PROCEDURE**

The International Bargaining Forum wishes to ensure that disagreements or disputes that might arise between seafarers, their representatives and the seafarers' 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 clauses contained in the IBF Framework Agreement or any IBF CBA based on the framework IBF Agreement which has been adopted following local negotiations as provided for in the IBF Memorandum of Agreement dated 13 November 2003.
- "Dispute" means non-observance of clauses contained in the IBF Framework Agreement, including the wage scales.

The procedures will apply as follows:

1. 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.
2. 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.
3. 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.

Appendix V — continued

4. 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.
5. 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.
6. This disputes procedures shall operate taking full account of any disputes procedures or arbitration clause provided in the appropriate IBF CBA or any other relevant agreement between the parties to this Agreement.

*Appendix VI (Clause 43)***BERNHARD SCHULTE SMOU/SOS IMEC IBF
SEAFARERS' AGREEMENT 2024****NON-SEAFARERS WORK - IMPLEMENTATION**

Agreement. 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 clause 43(1) and clause 43(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 clause 43(1) and clause 43(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).

During any deferment of clause 43(1) and clause 43(2) as identified above the following provisions shall apply:

- (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 seafarer 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 unlashings.
- (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 clause 43(3) shall apply with immediate effect as written in this Agreement.

*Appendix VII (Clause 12)***BERNHARD SCHULTE SMOU/SOS IMEC IBF
SEAFARERS' AGREEMENT 2024****REST PERIODS**

Due to the specific working routine of those employed in a catering capacity, rest periods may be divided into three (3) periods.

These rest periods shall be taken between end of breakfast duties and lunch preparation, between end of lunch duties and dinner preparation and following dinner duties until breakfast preparation 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.

WONG CIXIAN
Registrar
Industrial Arbitration Court
Singapore

(CA. 129 of 2024)