



COLLECTIVE BARGAINING AGREEMENT FOR FILIPINO SEAFARERS

ONBOARD

NETHERLANDS NATIONAL FLAG VESSELS

BETWEEN

NETHERLANDS MARITIME EMPLOYERS' ASSOCIATION (NEMEA)

AND
SPECIMEN

NAUTILUS INTERNATIONAL, NL

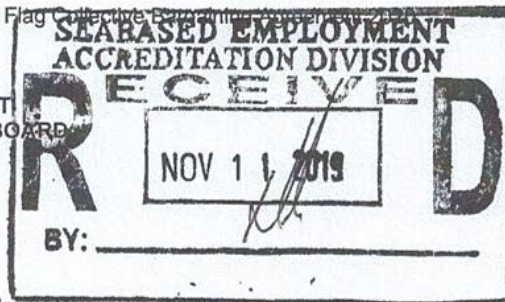
**ASSOCIATED MARINE OFFICERS' & SEAMEN'S UNION
OF THE PHILIPPINES (AMOSUP)**

January 01, 2020 – December 31, 2020

AMOSUP NETHERLANDS FLAG 2020
COLLECTIVE BARGAINING AGREEMENT FOR FILIPINO OFFICERS AND RATINGS
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**COLLECTIVE BARGAINING AGREEMENT
FOR FILIPINO OFFICERS AND RATINGS ON BOARD
NETHERLANDS FLAG VESSELS**



KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into at Manila, Philippines, this 5th day of December 2019 by and between:

The Dutch shipowners association the Netherlands Maritime Employers Association (NEMEA), herein referred to as the "SHIPOWNERS ASSOCIATION", on behalf of their members, each member herein referred to as the "COMPANY". It is understood that "COMPANY" means: a member of one of the SHIPOWNERS ASSOCIATION with whom or on whose behalf the officer or rating has his employment agreement

-AND-

The ASSOCIATED MARINE OFFICERS' & SEAMEN'S UNION OF THE PHILIPPINES (AMOSUP), affiliate of the PHILIPPINE TRANSPORT AND GENERAL WORKERS ORGANIZATION, an affiliate of I.T.F., a labor organization duly registered with the Department of Labor and Employment, herein represented by its President, DR. CONRADO F. OCA, with principal office at the Seamen's Center, Cabildo cor. Sta. Potenciana Streets, Intramuros, Manila, 1002 Philippines, and NAUTILUS INTERNATIONAL, NL with principal office at Schorpioenstraat 266, 3067 KVV, Rotterdam, Netherlands, herein represented by its Executive Officer MARCEL VAN DEN BROEK, hereinafter referred to as the "UNIONS".

WITNESSETH: THAT

WHEREAS, the UNIONS are the sole and exclusive representatives of all Filipino crewmembers for the purpose of Collective Bargaining Agreement on board Netherlands Flag vessels.

WHEREAS, it is the desire of the parties to this Agreement to promote and maintain harmonious relations between the COMPANY and the UNIONS based on mutual respect of rights which will serve the best interest of all concerned;

NOW THEREFORE, for and in consideration of the above premises and of the following covenants and conditions, the SHIPOWNERS ASSOCIATIONS and the UNIONS agree as follows:

Art. 1 UNION SECURITY; UNION DUES

- 1.1 The SHIPOWNERS ASSOCIATION and the COMPANY recognize the UNIONS as the sole and exclusive collective bargaining representative of all Filipino officers and ratings on board vessel/s.
- 1.2 All officers and ratings covered by this Agreement employed from the Philippines on board any vessel owned, chartered or operated by the COMPANY, shall as a condition of their employment in this COMPANY, be members of AMOSUP and maintain their membership in-good-standing in accordance with the Constitution and By Laws of AMOSUP.
- 1.3 The COMPANY agrees that officers and ratings who maybe employed after the signing of this Agreement, shall be drawn/selected from among the qualified members in the AMOSUP RESERVE POOL and upon employment on board any vessel all such officers and ratings shall maintain their membership in-good-standing in accordance with the Constitution and By Laws of AMOSUP as a condition of their continued employment with the COMPANY.
- 1.4 A copy of this Agreement shall be made available to all officers and ratings onboard the vessel by posting same in a conspicuous area of the vessel accessible to all officers and ratings.
- 1.5 During the lifetime of this Agreement, the COMPANY agrees to deduct from the salary of each member of AMOSUP and remit to AMOSUP, membership dues and assessments levied in accordance with the Constitution and By Laws of AMOSUP upon receipt of the corresponding written authorization from AMOSUP.

Art. 2 DURATION, EFFECTIVITY AND SCOPE OF APPLICATION

- 2.1 Subject to the provisions hereinafter provided, this Agreement shall be in effect for a period of one (1) year from 01 JANUARY 2020 to 31 DECEMBER 2020. However, in the event that a vessel is on an incomplete voyage at the time of expiration of this Agreement, it shall automatically be extended to the date of arrival at the next major port if renewal is not mutually open where repatriation of crew could be arranged without interfering with the normal operations of the vessel. However, if renewal of this Agreement is mutually agreed upon, the officer or rating shall continue to work until a new agreement is formalized.
- 2.2 Parties may one year after signing of this agreement discuss possible amendments. Such discussion will only take place if all of the parties agree to have such discussions. Amendments will only be made with the consensus of all parties.
- 2.3 Application of this CBA, including the wage scales as mentioned in the Appendix A1 and A1.1 of the CBA, is only permitted, if the following conditions are met:
 - the Company is a member of Nemea and
 - the Dutch flag vessel which will be manned with Filipino seafarers is a member of Royal Association of Netherlands Shipowners (KVRN)

If these conditions are not met, application of this CBA is only permitted if the seafarer is being paid according to the "non-KVNR member wagescales", Appendix A2 and A2.1 which includes the non-KVNR differential.

For Inquiries please email <vergunning@kvnr.nl>. Please include the name of vessel and IMO number in your query.

Art. 3 **HIRING**

- 3.1 All officers and ratings listed in Appendix "Z" of this Agreement shall be drawn/selected from among the members of AMOSUP subject to the management's exclusive right and prerogative to hire in accordance with the COMPANY's standard of qualification, experience, competence, health and character of such officer or rating.
- 3.2 The UNIONS hereby recognizes and respects the contractual nature of the employment of such officer or rating in any vessel of the COMPANY, which is in accordance with the Individual Employment Contract entered into between the officer or rating and the COMPANY and recognizes the right of the COMPANY to consider the employment of such officer or rating as terminated after the expiration of such contract and appoint new replacement for such officer or rating, subject to and in accordance with the terms and conditions of the Individual Employment Contract, as well as the provisions of this Agreement.
- 3.3 The Company through its Manning Agent shall cooperate with AMOSUP for the proper and complete documentation of the Seafarers covered to ensure their full and complete availment of benefits under the AMOSUP Programs through the timely submission of their details such as embarkation /disembarkation report (member's full name, date of birth, date of embarkation/disembarkation, vessel name) to start based on the CBA effectivity date. The Company through its manning agent shall explain to the Seafarer of the nature, purpose and extent of the processing of his or her personal data that will be submitted to AMOSUP and should obtain the consent of the seafarer prior to processing pursuant to the Data Privacy Law of 2012.
- 3.4 The Union undertakes to safeguard and protect all crew personal data it receives under Article 3.3 and any crew personal data contained in documents relating to repatriation of seafarers and that it will comply with the provisions of General Data Protection Regulation (EU) 2016/679 in relation to any personal data of the Company's employees, submitted to the Union where required to do so by law. The Union will take all appropriate technical and organizational measures necessary against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data and will use such crew personal data only for explicit and legitimate purposes.

Art. 4 **COMMENCEMENT AND DURATION OF EMPLOYMENT**

- 4.1 Subject to the provisions hereinafter provided, the commencement of employment of an officer or rating shall be at the time of departure from Manila to the date of expiration of contract or arrival in Manila, unless terminated for just cause or causes enumerated in this Agreement. It is mutually agreed that the term of service of the officer or rating covered by this Agreement shall be a maximum of 12 months subject to a work-leave rotation agreed with the Company or TEN (10) months as covenanted by the parties and subject to the provisions of Article 7.3 hereof, however, a flexibility of one (1) month more or one (1) month less as a result of operational convenience or convenience of port of call shall be acceptable without penalizing the Company or the seafarer. If any lesser or longer period is agreed for operational convenience this shall be specified in the Individual Employment Contract.
- 4.2 Each officer or rating shall undertake to complete his contract and serve the COMPANY competently and shall undertake that he possesses and will exercise the skill commensurate with the certificates, which he declares to hold.

Art. 5 **GENERAL POLICY OF EMPLOYMENT**

- 5.1 The COMPANY and the UNIONS shall maintain close contact in order that minor problems which may occur with regard to interpretation and implementation of this Agreement may be settled in a most harmonious and business-like manner.
- 5.2 Subject to the observance of the Grievance Procedure in Article 16 and for the purpose of this Agreement refusal by any officer or rating to obey an order to sail a vessel shall not amount to his misconduct in case:
- the vessel is un-seaworthy as defined in paragraph 6.8 below, or
 - for any reason it would be unlawful for the vessel to sail, or
 - the officer or rating has a genuine grievance against the employer in relation to implementation of this Agreement.
 - the officer or rating refuses to sail into a warlike operations area.
- 5.3 The COMPANY and the UNIONS agree not to coerce or attempt to coerce a member of the UNION to make a false or untrue statement against another seafarer.
- 5.4 In case the officer or rating fails to render service for the time herein prescribed without justifiable cause, reason or motive, his right to receive further wages, benefits and privileges mentioned hereinafter shall be forfeited and his failure shall make him liable to reimburse the COMPANY of any expenses which may be incurred in his repatriation.

- 5.5 All officers and ratings hired by the COMPANY for the first time and employed under this Agreement shall be required to undergo a trial/probationary period of employment of three (3) months. If during this period the officer or rating is found unsuitable for the position he is holding, he may be disembarked and his contract terminated without any rights to any additional indemnity or may be demoted in rank with corresponding salary and benefits at the discretion of the COMPANY and subject to POEA approval; Provided, however, that costs of repatriation shall be for the account of the COMPANY; Provided further more that any termination of contract and/or demotion during this trial/probationary period of employment shall be considered as "just cause" and/or in lawful exercise of the COMPANY's prerogative in the selection of its employees.

Art. 6 TERMINATION

- 6.1 In the event that the COMPANY cannot continue the employment of the officer or rating due to the following reasons:
- a. shipwreck; or total loss of the vessel
 - b. lay-up for repairs for more than 30 days;
 - c. withdrawal of vessel from service;
 - d. sale of vessel;
 - e. seizure of the vessel;
 - f. change of ship management,
- the COMPANY shall have the right to terminate the services of the officer or rating of such vessel prior to expiration of the Individual Employment Contract;
- 6.2 If the COMPANY fails to re-deploy the officer or rating within thirty (30) days from the occurrences of any of the above contingencies, it will pay to the latter a separation pay equivalent to two (2) months' basic wage or a balance of the term whichever is lower but not less than one (1) month in addition to accrued wages and benefits;
- 6.3 Except as provided in 6.2 above, for the purpose of the Agreement separation pay shall be equivalent to one (1) month's basic wage;
- 6.4 If following a change of COMPANY, the officer or rating agrees to continue his service with the new COMPANY, the officer or rating shall continue to receive the same wages and conditions and no termination pay shall be payable;
- 6.5 Should the officer or rating refuse to continue his services with the new COMPANY, he shall be repatriated to Manila at the original COMPANY's cost and shall receive all benefits as specified in 6.2;
- 6.6 In case of change of manning agent while the COMPANY remains the same or where the officer or rating refuses to continue under the same COMPANY as a result of change of manning agent, the officer or rating shall be entitled only to accrued wages and benefits but not to separation pay.
- 6.7 The COMPANY shall be entitled to terminate the employment of an officer or rating without payment of separation pay prior to the expiry of the period as mentioned in paragraph 4.1, based on any of the following grounds:
- a. within the probationary period;
 - b. the termination is as a result of the expiry of an agreed period of service in his Individual Employment Contract;
 - c. the termination is as a result of notice given by the officer or rating;
 - d. the officer or rating is lawfully and properly dismissed by the COMPANY as a consequence of his own misconduct.
- 6.8 An officer or rating shall be entitled to terminate his employment if the vessel is certified un-seaworthy in accordance with the provisions of Chapter 1, Regulation 19 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 for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships. A vessel shall also be regarded as un-seaworthy if it is not in possession of one or more of the certificates required under Chapter 1 Regulation 12 and 13 of SOLAS or ILO Convention No. 147.

Art. 7 TRANSPORTATION AND CONVEYANCE

- 7.1 The COMPANY agrees to undertake at its own expense to furnish transportation to any officer or rating covered by this Agreement from the airport/seaport of Manila to the port of embarkation and return and to pay basic wage per officer or rating exclusive of cost of board and lodging and other incidental expenses in relation to his conveyance to and from the vessel which are for the account of the COMPANY, while waiting for the assigned vessel in a foreign port.
- 7.1.1 The transportation expenses herein above provided shall not include the seafarer's baggage in excess of the normal allowed weight/dimensions by the air carrier and any such excess baggage will be for his expenses and/or account.

- 7.2 The cost of airplane fares (economy) to port of embarkation, costs of meals and hotel charges, if applicable, shall be paid by the COMPANY according to the number of days required from the airport/seaport in Manila to the port of embarkation.
- 7.3 In case an officer or rating debarks from the vessel in a foreign country, due to his vacation or completion of his employment period and returns to Manila, Philippines, the COMPANY shall complete the necessary procedures relating to the repatriation of the officer or rating concerned (see paragraphs 7.1 and 7.2 above) including tickets for his flight, and issuance of such pertinent clearance and payments of wages due to him on board vessel.

Art. 8 REPATRIATION

- 8.1 An officer or rating shall be entitled to repatriation at the COMPANY's expense to the place of his original engagement in any of the following instances:
- a. after the contract period of service on board;
 - b. when signing off owing to sickness or injury in accordance with the doctor's certification of unfitness for his duty;
 - c. when his employment is terminated owing to discharge by the COMPANY's request but without any misconduct on his part;
 - d. upon the loss, laying-up or sale of the vessel in accordance with the provisions of paragraph 6.1;
 - e. if the vessel has been arrested (whether by a seafarer or not) provided the vessel has remained under arrest for more than 14 days;
 - f. on discharge according to paragraph 6.8;
 - g. discharge within the probationary period.
- 8.2 Repatriation shall take place in such a manner that it meets all reasonable requirements with regard to comfort. The COMPANY shall be liable for the cost of maintaining the officer or rating ashore until repatriation takes place.
- 8.3 Should the term of contract of the officer or rating expire when he is at sea or in any foreign port where repatriation is deemed difficult, he shall continue to perform his duties and obligations under the same terms and conditions of this Agreement with corresponding compensation until suitable replacement is made or until such that a new contract is signed if extension or service is mutually desired. If repatriation is made other than at Philippine ports, the COMPANY agrees to provide transportation (see paragraphs 7.1 and 7.2) from the port of disembarkation to Manila provided that the COMPANY has the option to select the port from where repatriation shall be made.
- 8.4 If an officer or rating is left behind by the vessel for reason of injury or sickness, he shall be provided with transportation to catch up with the vessel or repatriated at the option of the COMPANY. However, in the event such officer or rating is left behind through his own fault or desertion, the COMPANY may take legal steps as it may deem proper to collect the balance.
- 8.5 In case an officer or rating debarks from a vessel due to injury or sickness sustained while on duty, the aforesaid paragraph 7.1 hereof shall apply in addition to medical expenses and other benefits provided in Article 17 hereof. The COMPANY/Master shall undertake to arrange for the immediate medical treatment including hospitalization in case of emergency of the officer or rating at port or places outside Philippine waters.
- 8.6 When, during the course of voyage, the spouse and/or children, or in the case of unmarried officer or rating, a parent, falls dangerously ill while the officer or rating is onboard, every effort will be made to repatriate the officer or rating concerned as quickly as possible. The same will apply in case an abovementioned relative has passed away, the officer or rating will be repatriated to be able to attend the funeral.
- 8.7 Where the officer's or rating's repatriation is in accordance with the COMPANY's policy of personnel rotation on board its vessel, such repatriation shall not in any way prejudice the officer's or rating's right to wages and benefits for the unexpired term of his contracts if the COMPANY fails to redeploy him, provided he makes himself available within the period agreed in writing with the employer.
- 8.8 In case an officer or rating requests in writing his repatriation due to other grounds not enumerated in paragraphs 8.1 and 8.6, he shall pay for the repatriation cost. However, the COMPANY, on its own discretion may consider assisting him.

Art.9 WORKING HOURS, OVERTIME, WATCHKEEPING (RATINGS), REST PERIOD, NON SEAFARER WORK

- 9.1 The working hours for earning the basic salary shall be eight (8) hours per day from Monday to Friday except Saturday which shall be for four (4) hours or a total working hour of forty four (44) per week (190 regular working hours per month). For those who attend sea watch, their working hours shall be in accordance with STCW 1995 as amended.
- 9.2 Whenever possible, a sufficient number of men shall be employed in performing overtime jobs in order to minimize the same and to promote safety of lives at sea. Overtime shall be recorded individually and in duplicate either by the Master or the head of the department. Such record shall be handed to the officer or rating for approval every fortnight or at shorter intervals. Both copies to be signed by the Master and/or head of the department as well as by the officer or rating, after which the record is final. One copy shall be handed over

to the officer or rating.

- 9.3 Officers are compensated by a fixed monthly consolidated overtime as stipulated in Appendix A.1 and A.2 of this Agreement. Ratings receive an overtime allowance as specified in Appendix A1.1 and A2.1 which covers a guaranteed overtime of 85 hours per month. Overtime in excess of guaranteed overtime of 85 hours will be paid in accordance with the rates prescribed in Appendix A1.1 and A2.1 of this Agreement.
- 9.4 In case of existence of potential danger as determined solely by the Master and to maintain safety of the vessel, the crew, the passengers and/or cargo on board, or the saving of lives, or of other vessel/s or the training for using life boats or fire equipment, the officer or rating shall perform necessary work under any circumstances.
- 9.5 Overtime compensation will not be paid for the following services even if performed past the initial eight (8) hours or on Sundays and legal holidays:
- All types of emergency work for the safety of the vessel, crew and cargo
 - Turning and relieving of watches
 - Fire and boat drills
 - Inspection of quarters for cleanliness
 - Taking sights of officers
 - Preparation of payroll.
- 9.6 Each officer or rating shall have at least 10 hours off-duty in each period of 24 hours, provided that the minimum number of hours of rest in any seven-day period is not less than 77. The period of 24 hours shall begin at the time he starts work.
- When it is not possible for an officer or rating to be allowed at least one period of a minimum of 10 consecutive hours off-duty in any period of 24 hours, the rest period can be divided into no more than two periods of which one is of at least 6 consecutive hours duration.
- 9.7 Neither seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual seafarers volunteer to carry out such duties; and those seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlash, checking and receiving.
- 9.8 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 dockworkers' trade dispute and any such lawful act by the seafarer shall not be treated as any breach of the seafarer's contract of employment, provided that this act is lawful within the country it is taken.
- 9.9 For crewmembers compensation for such work performed during the normal working week shall be by the payment of the overtime rate specified in Appendix A1.1 and A2.1 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.
- 9.10 Vessels with special gas (e.g. CO2/LNG/LPG) connecting and disconnecting systems, etc., loading, transporting and unloading special gas are exempted from the provisions in paragraph 9.7.
- 9.11 Heavy lift vessels and vessels with special ship crane systems loading, transporting and unloading heavy cargo/structure or project cargo are exempted from the provisions in paragraph 9.7.

In case there are cargo specialized and licensed dock workers, qualified for heavy lift or project cargo, who have been trained for this and have experience with the stability of these ships, in particular the metacentric height and/or the special loading and unloading systems, the company shall use those dock workers for cargo handling.

Art. 10 HOLIDAYS

- 10.1 The following shall be regarded as Philippine Holidays:

New Year's Day	- January 1st
Maundy Thursday	- Movable date
Good Friday	- Movable date
Araw ng Kagitingan (Bataan and Corregidor Day)	- April 9
Labor Day	- May 1st
Independence Day	- June 12th
National Heroes Day	- Last Sunday of August
All Saints Day	- November 1st
Bonifacio Day	- November 30th
Christmas Day	- December 25th
Rizal Day	- December 30th

Art. 11 PAID VACATION

- 11.1 The officer or rating shall be entitled to EIGHT (8) days vacation leave with pay (based on basic pay only) for every month of service.
- 11.2 The vacation leave benefit mentioned herein shall be cumulative or commutative at the option of the officer or rating if extension of service is mutually agreed upon, payable in Manila in Philippine Currency. In the event such earned leave benefits are commuted, it shall be payable in Philippine Currency to the officer, rating or his assigned allottee at the rate of exchange as prescribed in paragraph 12.2 of this Agreement. In both cases, however, it is mutually agreed that payment of leave benefits shall be based on the permanent basic salary.

Art. 12 SALARIES

- 12.1 Salaries and Wages shall be paid in accordance with the rates stipulated in Appendix A1, A1.1, A2 and A2.1 of this Agreement.
- 12.2 Not more than twenty percent (20%) of the monthly basic salary shall be credited to his account on board and the balance shall be payable to the officer's or rating's assigned allottee in Philippine Currency at the rate of exchange indicated in the credit advise of the local authorized Philippine Bank on the date of receipt of the funds. Payment shall be made on the first day of the month where such allotment shall become due.
- 12.3 Master's Payment order may be issued by the Master upon request of the officer or rating in lieu of cash at any particular time for purposes of remitting his earnings to his allottee in the Philippines except the seaman's mandatory 80% salary remittance as required by the Labor Code and Central Bank regulations.
- 12.4 The officer or rating agrees that in case U.S. dollars are not available when payment of such wages shall be due, he can be paid in any other foreign currency available, in part or in full, if the officer or rating so desires, subject to the provisions of foregoing Sections and to the local/foreign governmental agency's restrictions or regulations on dollar use and allocation. The COMPANY further agrees that dollar remittance for salaries shall be coursed through the Philippine National Bank or to any other bank authorized by the Central Bank of the Philippines.
- 12.5 The collective bargaining agreement regarding the application of the Netherlands Minimum Wage Act for Filipino seafarers employed on board or Dutch flag vessels (refer to Appendix E) regulates when a seafarer is entitled to payment according to the Dutch minimum wage as well as provides an example calculation of the amount of the supplement to his wages up to the Dutch minimum wage.

Art.13 SENIORITY BONUS, FIXED BONUS AND CHRISTMAS BONUS

- 13.1 The COMPANY grants a monthly **SENIORITY BONUS** to achieve loyalty and to encourage long and satisfactory service of the officers.
- 13.2 Subject to provisions of paragraphs 13.3 and 13.4, officers shall be entitled to the Seniority Bonus for continuous and uninterrupted service with the COMPANY based on entry into rank. It shall be paid to the officer from the 2nd year of service with the COMPANY at the applicable rate. In case of promotion, the officer shall be considered in the first year of the new rank. Seniority Bonus shall be at the base rate for the rank and thereafter incremented at the base rate factor (maximum of 6 steps increment) per uninterrupted year of service, until the maximum payment is reached in accordance with the table as mentioned in Appendix "D" of this Agreement.
- 13.3 Service shall be deemed uninterrupted, when an officer is on vacation, or awaiting reassignment after his vacation, or is on leave due to medical reasons, or when interruption is not attributable to the officer's fault or own-making.
- 13.4 Continuous and uninterrupted service contract with the COMPANY for the designated rank starting from January 1, 2007 shall be counted.
- 13.5 The monthly Seniority Bonus is separate and distinct from the basic monthly wage and therefore shall not be include for purposes of overtime computation.
- 13.6 The COMPANY grants a monthly **FIXED BONUS** to the staff officers as mentioned in Appendix D2
- 13.7 The monthly Fixed Bonus is separate and distinct from the basic monthly wage and therefore shall not be included for purposes of overtime computation.
- 13.8 For all ratings and officers an amount of 6 USD is to be put aside each month for a structural 'Christmas' bonus, payable when signing off. If the full year is not completed on board, entitlement will be pro rata.

Art. 14 MANNING

- 14.1 The vessel shall be competently and adequately manned in accordance with Dutch Manning Act to ensure its safe operation.

Art. 15 SUBSISTENCE

- 15.1 Food and drinking water should be of appropriate quality, nutritional value and quantity, in accordance with the Dutch Crew Decree taking into account the different cultural and religious backgrounds of the crew.

Art. 16 SHIPBOARD DISPUTE / GRIEVANCE PROCEDURE

16.1 General

16.1.1. The parties of this Agreement agree on the principle that all disputes between the UNIONS and the COMPANY can be and must be resolved speedily through friendly negotiations. The parties affirmed their mutual interest for the continuity of work until all matters in dispute shall have been discussed and settled through alternative modes of dispute resolution.

16.2 Grievance

16.2.1. A dispute or grievance arising out of or in connection with the terms and provisions of this Agreement shall be resolved in accordance with the following procedure:

any officer or rating who feels that he has been unjustly treated or subjected to unfair working conditions, including but not limited to compensation, shall endeavor to have said grievance resolved by the highest officer on board the vessel, as follows:

1. Presentation of the complaint to his immediate superior;
2. Appeal to the head of the department;
3. Appeal directly to the Master

16.2.2. If the grievance cannot be resolved under paragraph 16.2.1, the decision of the Master shall govern at sea and in foreign ports and until the vessel arrives at a port where the Master shall refer such dispute to either the COMPANY or AMOSUP for resolution through the grievance procedure.

16.2.3. In pursuit of the foregoing principle, a Grievance Committee shall be constituted to be composed of one/two COMPANY and one/two labor representatives to be appointed by AMOSUP.

16.2.4. Any grievance, dispute or misunderstanding concerning any ruling of practice, wages or working conditions in the COMPANY or alleged breach of the Individual Employment Contract, or any dispute arising from the interpretation or application of the provisions of this Agreement or a claim for alleged violation thereof or any complaint that any such officer or rating may have against the COMPANY, as well as complaint which the COMPANY may have against the crewmember/s shall be brought to the attention of the Grievance Committee.

16.2.5. The Grievance Committee shall resolve any dispute brought before it within thirty (30) days from and after the same is submitted to it for resolution and if the same cannot be settled by the Grievance Committee, or if the Grievance Committee, for any reason, fails or refuses to act on the dispute within the thirty (30) day period hereinabove provided, the same shall be referred to a Voluntary Arbitrator/s herein-below specified. A certificate of deadlock or dispute being unresolved shall be issued by the Grievance Committee.

16.3 Voluntary Arbitration

16.3.1. The parties to this agreement agree to be bound by the provisions of Articles 261 and 262 of the Labor Code of the Philippines, as amended and recognizes that voluntary arbitrators/ panel of voluntary arbitrators shall have original and exclusive jurisdiction and authority to hear and decide, within thirty (30) days from date of submission of last pleading or clarificatory hearing, all unresolved grievances referred by the Grievance Committee and/or those arising from the interpretation or implementation of the collective bargaining agreement or company personnel policies.

16.3.2. The COMPANY and AMOSUP shall select from among the list of Voluntary Arbitrators / panel of Arbitrators below specified. Thereafter, they are required to accomplish, execute and submit the Submission Agreement to the National Conciliation and Mediation Board – Department of Labor & Employment (hereinafter referred to as NCMB -DOLE). Costs of voluntary arbitration shall be equally shared by the COMPANY and AMOSUP.

In case the officer or rating is represented by counsel other than AMOSUP, he shall bear the cost/expenses of voluntary arbitration and/or shall directly apply with the NCMB -DOLE for subsidy.

16.3.3. The Voluntary Arbitrator (hereinafter referred to as VA) or Panel of Voluntary Arbitrators (hereinafter referred to as PVA) consisting of three members, to be chosen by the parties, shall be selected from among the accredited Maritime Voluntary Arbitrators or respected members (retired) of the judiciary and the academe who are non-practicing lawyers and currently unaffiliated with any law firm/s; the list of which shall be provided by the NCMB – DOLE upon the signing of the Submission Agreement by the parties.

16.3.4. The VA or members of the PVA shall be entitled to receive an arbitration fee for each case handled, amounts of which shall be standardized depending on the individual Arbitrators appreciation of the complexity of the factual matters to be determined and legal issues to be resolved.

16.3.5. The VA or PVA shall adopt the Revised Procedural Guidelines in the conduct of Voluntary Arbitration Proceedings insofar as they are applicable and consistent with the provisions of this chapter as to enable the parties to the dispute, disagreement or controversy to present fully but expeditiously their respective sides.

16.3.6. In case a PVA shall have been chosen by the parties, the concurrence of two (2) members shall be necessary to render a decision which shall be valid and binding upon the parties.

The decision of the VA or PVA shall be guided by the existing agreement (CBA), the applicable laws, rules and regulations, relevant jurisprudence and evidence/s presented.

- 16.3.7. The decision of the VA or PVA shall be final and executory after ten (10) calendar days from receipt of the copy of the decision by the parties.

The decision of the VA or PVA is not subject to a Motion for Reconsideration.

- 16.3.8. **ENFORCEMENT OF DECISION.** In instances of non-compliance by either or both parties, a motion to enforce/execute the award may be filed with the VA who may issue a writ of execution requiring either the sheriff or the National Labor Relations Commission or the regular courts or any public official whom the parties may designate in the submission agreement, to execute the final decision.

In the absence of the VA or in case of his incapacity, the motion shall be filed with the Labor Arbiter in the region having jurisdiction over the workplace. The filing of motion for the issuance of Writ of Execution is without prejudice to any other action the aggrieved party may take against the non-complying party such as a petition for contempt or imposition of fines and penalties.

- 16.3.9. **PRE-EXECUTION CONFERENCE.** Within two (2) working days from the receipt of the Motion for the Issuance of a Writ of Execution, the VA or in case of his incapacity, the Labor Arbiter before whom the Motion is filed shall schedule a pre-execution conference to thresh out matters relevant to execution.

- 16.3.10. **ISSUANCE OF A WRIT.** Execution shall issue upon a decision that finally disposes of the actions or proceedings.

- 16.3.11. **ENFORCEMENT OF WRIT.** The Sheriff or other authorized officer shall be guided by the NLRC Manual on Execution and Judgment, the Procedural Guidelines in the Execution of VA's Decision, the Memorandum of Agreement Executed between NLRC and NCMB and in the absence of applicable rules, the Revised Rules of Court, as amended.

- 16.3.12. **DESIGNATION OF SPECIAL SHERIFF.** Only the Secretary of Labor and Employment may designate special sheriffs to ensure compliance with the decision of the VA or PVA.

- 16.3.13. **EFFECT OF FILING OF PETITION FOR CERTIORARI ON EXECUTION.** The filing of petition for certiorari with the Court of Appeals or the Supreme Court shall not stay the execution of the assailed decision unless a temporary restraining order or injunction is issued by the Court of Appeals or the Supreme Court pending resolution of such petition.

Art. 17 HOSPITALIZATION MEDICAL AND DENTAL SERVICES

- 17.1 The COMPANY agrees to grant all officers and ratings covered by this Agreement hospitalization benefits, medical and dental services for illness and injuries arising out of and in the course of employment as provided by law but which are not due to their refusal to obey lawful orders or heed previous warnings of their superiors or to immoral acts, vicious habits, or notorious negligence.

- 17.2 The COMPANY agrees that any officer or rating covered by this Agreement shall not lose right to his wages in the event he is incapacitated from work on account of illness or injury arising out of and in the course of employment and should the officer or rating die or is totally and permanently incapacitated from work due to such sickness or injury, to pay him compensation benefits in accordance with the provisions embodied in Book IV of the New Labor Code of the Philippines, as amended, or the Philippine Overseas Employment Administration or as provided for in this Agreement, whichever is greater and beneficial at the option of the officer or rating concerned (refer to paragraph 22.3.1).

- 17.3 The UNIONS agree that if any such officer or rating contract or suffer illness or injury through his own notorious negligence or immoral acts, vicious habits, or deliberate refusal to obey lawful orders or heed previous warnings of his superiors, any expenses advanced by the COMPANY due to such illness or injuries shall be considered as loan deductions from his salaries by periodic deductions in amounts to be determined by the COMPANY. The UNIONS further agree that if any such officer or rating for any reason resigns or is discharged from service for just cause before the full amount of the loan is paid, the COMPANY has the right to withhold his accruing wages and if such wages are not sufficient to pay for the loan, the COMPANY may take legal steps as it may deem proper to collect the balance.

Art. 18 MEDICAL AND SANITARY EQUIPMENT

- 18.1 The COMPANY shall provide medical and hygienic materials, ship's medical kit and Medical Aids Book (as recommended by ILO).

Art. 19 JOB SECURITY

- 19.1 Promotion, demotion, suspension, dismissal or disciplinary action of the officer or rating, shall be left to the discretion of the Master, upon consultation with the COMPANY. This notwithstanding, any and all disciplinary action taken on board the vessel shall be provided for in Appendix "B" of this Agreement.

- 19.2 In the event the officer or rating is temporarily assigned to a higher rank to fill a vacancy, he shall be paid the salary of such temporary rank for the duration of the assignment. The officer or rating shall be notified by the

Master that the promotion is of a temporary nature and the officer or rating shall revert to his permanent rank when the vacancy is filled.

- 19.3 Qualified officer or rating shall be promoted to maximum extent possible subject to the Master's discretion.
- 19.4 The COMPANY shall have the option, at its discretion, of transferring officer or rating from one vessel to another vessel. Provided, however, that this transfer to another vessel shall not suffer demotion in rank or position nor in pay and that there will be no interruption of time for calculation of leave benefits nor increase in terms of service. Transfer, lay-off or discipline of seamen for incompetence, inefficiency, neglect of work, bad behavior, perpetration of crime, drunkenness, insubordination, desertion, violation of laws and regulations of any port touched by the COMPANY's vessel/s and other just and proper causes shall be at Master's discretion when in the high seas or foreign ports. The Master shall refer the case/dispute upon reaching port and if not satisfactorily settled, the case/dispute may be referred to the grievance machinery or procedure provided in this Agreement.

Art. 20 WAR BONUS – SERVICE IN WARLIKE OPERATION AREAS

- 20.1 During the assignment an officer or rating shall be given full information of the war zone inclusion in the vessel trading pattern and he shall have the right not to proceed to a warlike operation area in which event he shall be repatriated at COMPANY's cost with benefits accrued until the date of return to the port of engagement. An officer or rating shall have the right to accept or decline the assignment without risk of losing his employment or suffering any other detrimental effects.
- 20.2 Where a vessel enters into an area where warlike operations take place, the officer or rating will be paid a bonus equal to the basic wage for the duration of the vessel's stay in such area subject to a minimum of five days. Similarly the compensation for disability and death shall be doubled.
- 20.3 A warlike area will be as indicated by the SHIPOWNERS ASSOCIATION and NAUTILUS INTERNATIONAL, irrespective of the nationality of the crew.

Art. 21 SOCIAL SECURITY SYSTEM (SSS), AND PHILHEALTH

- 21.1 The COMPANY agrees to cover or enroll the officer and rating under the Philippine Social Security System and the Employee's Compensation Commission.
- 21.2 The COMPANY will also arrange to cover and enroll the officer or rating under the National Health Insurance Program by virtue of Republic Act 7875 of 1995 as amended.

Art. 22 LIFE/DISABILITY INSURANCE, WELFARE MUTUAL BENEFIT PLAN (WMBP)

- 22.1 It is the concern of AMOSUP and the COMPANY, through the Welfare Mutual Benefit Plan, to enhance Filipino seafarer well-being, feels that added protection to include legitimate spouses, as well as minor children-dependents, will contribute more to the attainment of such objective, in cases where the member is unmarried, his father and/or mother shall be deemed beneficiaries. While ordinary life insurance benefits only the assured, it is the purpose and intention of this Welfare Mutual Benefit Plan to grant bigger coverage, protection and benefits to its bona fide members indicated in this Agreement.
- 22.2.1 **COMPENSATION FOR DEATH** - If an officer or rating dies either in an accident or by reason of illness while in service or traveling to and from the ship, the Company shall pay a fixed rate of US\$80,000 to his next of kin; regardless of whether the seafarer has a child or not. In case the seafarer has one (1) child or more children, this compensation already includes the payment of US\$7000.00 to each child under the age of twenty-one (21) but not exceeding four (4) children provided in Section 20 (B) (1) of the POEA SEC.
- 22.2.2 In case of death by illness, it is understood that the same illness was not pre-existing before the officer or rating was hired by the Company. The medical certification by the Company physician that the officer or rating is physically fit before hiring and his actual employment in the Company shall be conclusive proofs that he did not have such illness prior to hiring.
- 22.2.3 The costs of the Life Insurance Coverage are defined in Appendix C, hereof.
- 22.2.4 To help the officer's or rating's family in case of his death under the circumstances stated in paragraph 22.2.1 above and taking into consideration the substantial time required in processing of death compensation, AMOSUP agrees to advance to the designated beneficiaries immediately upon receipt of guarantee and certification from the local manning agent/company's representative detailing designated beneficiaries and other relevant information the appropriate amount indicated hereunder, to wit:

- a) for officers: P210,000.00;
b) for ratings: P170,000.00,

it being understood that any such amount paid forms as an integral part of the whole death compensation referred to in paragraph 22.2.1 above.

- 22.3.1 **DISABILITY BENEFIT** - An officer or rating who sustains an injury as a result of an accident regardless of fault, or contracted illness while employed in the COMPANY or while travelling to or from the ship and who cannot work and have to be subjected to treatment as a result thereof, shall be entitled to the following benefits:

- 22.3.2 Sick wages or sick leave pay equivalent to 100% of the basic salary during the first 120 days of his treatment and if his treatment continues after 120 days, the sick leave pay shall be equivalent to 70% of the basic salary until he is declared fit for duty or his degree of partial disability is established but such sick leave pay and treatment shall in no case exceed 365 days.
- 22.3.3 In case the accident or illness of the officer or rating necessitates his hospitalization, medical treatment or examination, the COMPANY agrees to shoulder all costs thereof and all other related or incidental expenses including but not limited to transportation cost, subsistence, etc., that may be incurred by the officer or rating. The officer or rating shall comply with written instructions given him by the Company's Medical Advisor towards early recovery and/or to avoid aggravation of his illness. Any concrete evidence of deliberate disregard or violation by the officer or rating of any of said instructions which is proven to have aggravated his illness or result to his death may justify a corresponding reduction of the liability of the COMPANY under this Agreement.
- 22.3.4 The degree of disability will be established as soon as all possible medical intervention has been provided and the medical condition is declared stable, but not later than 240 days from the date of arrival in Manila. This 240 day period can be extended to a maximum of 365 days upon written mutual agreement between the COMPANY and the officer or rating subject to the provision of 22.3.2
- 22.3.5 The consequences of injury or illness resulting from drug and/or alcohol abuse, criminal behavior, attempted suicide and deliberate exposure to exceptional danger are not covered.
- 22.4.1 **DISABILITY COMPENSATION** - The degree of disability which the COMPANY subject to this Agreement is liable to pay shall be determined by a doctor appointed by the COMPANY's Medical Advisor.
- 22.4.2 If a doctor appointed by the officer or rating and AMOSUP disagrees with the assessment, a third doctor may be agreed jointly between the COMPANY, the officer or rating and AMOSUP. The third doctor's decision shall be final and binding on both parties.
- 22.4.3 The COMPANY shall furnish the officer or rating with copies of the medical certificate and other pertinent documents/reports.
- 22.4.4 The aforesaid medical report shall determine the degree of disability based on the formula prescribed in the POEA Standard Employment Contract. The maximum disability compensation for an officer or rating is US\$80,000 and the COMPANY shall pay to the officer or rating the disability compensation at a percentage based on the degree of disability indicated hereunder, to wit:

Degree of disability	Rate of Compensation
%	US\$
100	80,000
75	60,000
60	48,000
50	40,000
40	32,000
30	24,000
20	16,000
10	8,000

- 22.5 Any payment effected for death or disability under this article shall be without prejudice to any claim for compensation made in law, but such payment shall be deducted from any award for damages.
- 22.6 While the covered officer or rating is no longer working aboard vessel by virtue of completion of contract and expiration of this Agreement and naval/maritime risks and hazards cease and within the grace period of thirty (30) days as herein provided, and death or serious disabling physical injuries occur, or sustain, the following benefits and schedules are granted:
- | | |
|---|-------------|
| Loss of Life | P20, 000.00 |
| Partial permanent disability: Loss of Two (2) limbs | P5, 000.00 |
| Two (2) hands or all fingers or (2) thumbs | P5, 000.00 |
| Both feet | P5, 000.00 |
| Both eyes (sight) | P5, 000.00 |
| Injuries (not a total & permanent) which resulted in being permanently bed-ridden | P5, 000.00 |
- 22.7 After two (2) years of continued contributions by the COMPANY or the member concerned and while covered member is still working aboard vessel and during the lifetime of the Collective Bargaining Agreement between AMOSUP and the SHIPOWNERS ASSOCIATION, should death occur to the legitimate spouse, the amount of ten thousand (P10, 000.00) pesos shall be granted as death benefit to the surviving spouse- member.
- 22.8 After three (3) years of continued contribution by the COMPANY and the member concerned, and while the covered member is working aboard vessel and during the lifetime of the Collective Bargaining Agreement between AMOSUP and the SHIPOWNERS ASSOCIATION, should death occur to any of the legitimate minor child who is unmarried, the amount of four thousand (P4, 000.00) pesos per child's death shall be granted.
- 22.9 Loss of life of the member's spouse and/or any child not qualified under the foregoing paragraphs 22.7 and 22.8 shall be extended financial assistance in the amount of one thousand (P1, 000.00) pesos only.
- 22.10 Funeral allowance for wife and/or children not to exceed four (4), not qualified under the foregoing paragraphs

22.7 and 22.8, shall be extended financial assistance in the amount of one thousand (P1,000.00) pesos only.

- 22.11 Funeral allowance will be extended to the member's legitimate spouse and/or children not qualified under coverage of paragraphs 22.7 and 22.8 of this plan only while the member is still working aboard any vessel covered by a collective bargaining agreement of AMOSUP and a grace period of three (3) months not less than ninety (90) days which shall also be considered as the maximum stand-by period of the member, to be allowed for the enjoyment of the funeral allowance, provided, however, that the member is a bona fide member and in good standing with the AMOSUP.
- 22.12 Funeral services to all bona fide members covered by paragraph 22.2.1 will be rendered free of charge under the Plans contracted by AMOSUP with designated service provider.
- 22.13 OLD AGE FINANCIAL ASSISTANCE - AMOSUP recognizes the fact that by reason of the rigors of the seafaring profession, advanced age serves as a deterrent to the efficiency and re-employment of its loyal members. To help secure said members when the eventuality comes and in addition to the benefits they may have enjoyed, any deserving member under this collective agreement who has reached sixty (60) years, unable to work as duly certified by a AMOSUP's physician as physically and medically unfit for any kind of work and with no apparent source of living or means of livelihood but being a bona fide member who has served a minimum of five (5) years on board vessel/s covered by AMOSUP Collective Bargaining Agreement, shall receive an old age financial assistance, subject to the recommendation of the Special Welfare Mutual Benefit Plan, Committee and approved by the Union President, as follows:
- a) Two Thousand Pesos (P2, 000.00), Philippine Currency, for the first year of his service; and
 - b) Five Hundred Pesos (P500.00), Philippine Currency, for every year of service thereafter, payable in lump sum but shall not exceed the total number of years he had actually worked on board vessel/s as such member under the AMOSUP Collective Bargaining Agreement.

Art. 23 THE FAMILY MEDICAL AND DENTAL PLAN (FMDP)

- 23.1 Professional medical services shall be extended to bona fide members, including their duly registered legitimate spouses, minor children who are unmarried and not more than 18 years of age and not exceeding four (4) in number, which services shall include free medicine as may be prescribed, including X-ray, E.C.G., laboratory examinations and/or confinement in the Union's hospital on doctor's recommendation in proper cases all free of charge.
- 23.2 Professional dental services shall likewise be extended to bona fide members, including their duly registered legitimate spouse and minor children unmarried and not over 18 years of age, not exceeding four (4) in number, such services as extraction, filling, x-ray, others except denture, full or partial, or gold/silver crowning, and such service shall be performed by duly licensed dentist free of charge, including the prescribed medicine as may be available in stock.
- 23.3 The COMPANY agrees to a monthly contribution of US\$25.00 for each crewmember on board for the operation and maintenance of the Family Medical and Dental Plan in direct participation with the UNION for the members and immediate dependents.

Art. 24 SAILOR'S HOME

- 24.1 The UNION recognizes the difficulty and inconvenience of obtaining reasonable board and lodging imposed on a majority of the Seafarers who reside in the distant island of the archipelago, prior to their embarkation onboard their assigned vessels, and likewise, following their repatriation after completion of their contract. The UNION is also cognizant of the concentration of all business functions, operation and administration in the Manila Metropolitan area, and fully aware of its responsibility to unload the burden and restriction these circumstances imposed upon the Seafarers, to which the COMPANY agrees appropriate measures have been established and steps taken to meet the need of the Seafarers.
- 24.2 Pursuant to Article 24.1 above, a more flexible and comfortable facility for seafarers board and lodging is being provided through the AMOSUP SAILOR'S HOME/S which are fully air-conditioned, complete with beds sheets and cushions, spacious lounge, and free continental breakfast service among other things. The AMOSUP Sailor's Home/s are established at the following locations:

Sailors Home Intramuros
Cabildo cor. Sta. Pontenciana Sts.,
Intramuros, Manila
Tel: (+632) 527 3605

Sailor's Home Iloilo
Ofiate St., Mandurriao, Iloilo City
Tel: (+6333) 323-3130

Sailors Home Annex Intramuros
Cabildo St., Intramuros, Manila
Tel: (+632) 254 1798

Sailor's Home Davao
AMOSUP-JSU Multipurpose Center
R. Castillo St., Brgy Centro,
Agdao, Davao City
Tel: (+6382) 234-6281

Sailor's Home Cebu
Camino Vicinal St.,
Mandaue City, Cebu
Tel: (+6332) 236-6871 loc.106

Art. 25 THE FAMILY CARE PLAN

- 25.1 AMOSUP fully realizes the great obligations and responsibilities imposed by present standard of living to which situation the COMPANY concurs. Towards this end, appropriate steps have been taken and prepared to meet the risks and/or exigencies of time to accord any member such timely assistance when needed most through the Union's Family Care Plan, the implementation thereof and pertinent rules and regulations relative to the same shall be furnished all concerned.
- 25.2 The foregoing plans meet the approval of the COMPANY who hereby confirms and affirms that it will undertake to support and implement the foregoing plans in accordance with the Individual Employment Contract and this Agreement, and in case of death or total and permanent disability of the seamen during the term of his service aboard ship and/or travel to and from the said ship, such relief or compensation as maybe considered either under the seaman's Individual Employment Contract and its addendum, if any, or the foregoing plans, or under the POEA Rules and Regulations or this Agreement, whichever is applicable and recovery under any one scheme shall be a bar to recovery under any of the other schemes. The benefits referred to in the preceding paragraph shall be over and above those other benefits provided for under this Agreement.
- 25.3 The COMPANY, in manifestation of its commitment to support the aforementioned benefits, agrees to give a monthly premium contribution in such amount/s as per actuarial computation due for each seaman on board ship and on paid vacation leave for the operation and maintenance of the afore-mentioned PLANS.

Art. 26 CREW'S EFFECTS

- 26.1 The COMPANY agrees to cover personal effects, loss or damage by marine peril in the maximum of US\$3,000.00.

Art. 27 OTHER FACILITIES

- 27.1 The COMPANY shall provide the following for the use of each officer or rating whilst he is serving on board:
- a) accommodation of adequate size and standard;
 - b) one mattress and at least one pillow, three blankets, two sheets, one pillow-case and two towels.
 - c) necessary cutlery and crockery;
 - d) laundry facilities;
 - e) recreational facilities in accordance with ILO Recommendation No. 138 (1970)
- In addition, the COMPANY shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment mentioned in subparagraphs (c) and (d) above shall be of good quality. The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.
- 27.2 The COMPANY shall provide foul weather and protective work and safety equipment when necessary such as helmets, goggles, working gloves, boiler suits, safety belts, but which shall be considered ship's property and accounted for by the officer or rating on disembarkation, normal wear and tear excluded. However, prior to departure, the COMPANY agrees to provide working clothing to the officer or rating, two cover-alls each for Deck and Engine Departments, and Catering Department crew with three sets each of uniform which shall be for the account of the COMPANY.
- 27.3 The officer or rating shall have the privilege of purchasing any articles from the vessel's slop chest except alcoholic drinks according to the prevailing rules for such sale as set by the Master. Such items to be sold to the officer or rating at slop chest price.

Art. 28 TRAINING

- 28.1 The COMPANY and the UNION agrees that to enhance the efficiency of the officer or rating and up-date their knowledge in the modern equipment on board vessel, the officer or rating should be encouraged to take up-grading courses.
- 28.2 The COMPANY agrees to enroll their officer or rating of good standing for up-grading courses prior to re-engagement on COMPANY's account.

Art. 29 PROVIDENT PLAN

- 29.1 The COMPANY and AMOSUP agree that in order to provide security of their officers and ratings, a provident plan must be promulgated. They both agree that this plan will enhance their efficiency and loyalty and further encourage their continued service with the COMPANY.
- 29.2 The COMPANY agrees to contribute to the provident fund monthly an amount equivalent to ten percent (10%) of the basic salary for each officer and US\$50 for each rating while engaged on board the vessel. The COMPANY and AMOSUP further agree that this provident plan shall be managed by a Board of Trustees whose membership shall come from a SHIPOWNERS ASSOCIATION' representative in Manila and AMOSUP.
- 29.3 The Board of Trustees shall draw out the implementing instructions for the Provident Plan to be approved by the SHIPOWNERS ASSOCIATION' and AMOSUP.

Art. 30 SAFETY PROGRAM

- 30.1 The COMPANY has a marine personnel safety program in effect on all vessel/s. Participation in this program is mandatory. Any officer or rating who violates COMPANY's safety program or regulations shall be subject to disciplinary action per Appendix "B" of this Agreement.

Art. 31 SHIPMENT OF REMAINS

- 31.1 The seafarer's remains and personal effects, in case of death shall be shipped to Manila at COMPANY's expense or, if not possible under the circumstances, the proper disposition thereof, upon previous arrangement with seafarer's next-of-kin.

Art. 32 SEAFARER'S TRAINING, UPGRADING AND EDUCATION PROJECT (Training Levy & ODP)

- 32.1 To improve the training, standards of competence and education of Filipino officers and ratings, the parties to this Agreement have agreed to participate in a Training, Upgrading and Education Project.
- 32.2 In recognition of the need to upgrade the facilities and curriculum of the Palompon Institute of Technology, Evangelista Street, Palompon, 6538 Leyte, Republic of the Philippines to enable it to uplift the training and standards of competence and education of Filipino officers, the UNION agrees to a system wherein the COMPANY shall also remit funds to support the Project quarterly, at the rate of **U\$10.00** per seafarer per month to KVNRR (Royal Association of Netherlands Shipowners)
- The COMPANY will receive an invoice issued by KVNRR.
- 32.3 To ensure that the Project meets its objective, the Shipowners Association through the KVNRR shall submit at least annually a report on the status of collections and disbursements of the Fund for review of the Parties. The Shipowners Association and the Unions also agree that there shall be a periodic assessment and/or review of the operations and performance of the Palompon Institute of Technology at least once a year.
- 32.4 The continued implementation of the Project shall be subject to review by the Union and the Shipowner's Association during the annual re-opening of negotiations for this Agreement.

Art. 33 FAMILY PLANNING

- 33.1 In compliance with its obligations under the Labor Code, the COMPANY shall provide free family planning counseling for its officers and ratings.

Art. 34 TABLE OF OFFENSES AND MAXIMUM PENALTIES

- 34.1 The parties in this Agreement agree to achieve efficiency, loyalty and discipline on board the vessel, to strictly adhere to the TABLE OF OFFENSES AND MAXIMUM PENALTIES as hereto attached and marked as APPENDIX "B" forming an integral part of the contract.

Art. 35 LABOR-MANAGEMENT COOPERATIVE SCHEMES

- 35.1 Towards the realization and implementation of the policy of the state and the goals of the New Labor Code, as amended, the parties hereto are agreed to cause the survey, study and subsequent implementation of labor-management cooperative schemes for increasing productivity, sharing of the benefits resulting there from, workers education, reduction of monotony at work, and recreational activities and job enrichment, as prescribed in Section 2, Rule IX of Book V of the Implementing Rules of P.D. 442, as amended.

Art. 36 COMMUNICATION

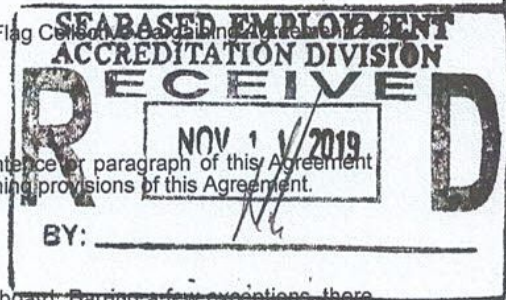
- 36.1 In times of serious domestic medical emergencies as specified in paragraph 8.6 and in such other circumstances as agreed by the Company, the officer or rating shall be entitled to the provision of free on board communication services.
- 36.2 Additionally, each officer or rating may make free use of the ships email system for reasonable amounts of time as determined by the Master taking into account the vessels operational communication requirements for communication with the family. The above provision is recognized in Appendix A1, A1.1, A2 and A2.1. Should the email facilities be unavailable on board for the officer's or rating's use, the amount recognized for this provision in Appendix A1, A1.1, A2 and A2.1 shall be paid in cash monthly to the officer or rating.

Art. 37 AUTHORITY OF THE MASTER

- 37.1 It is understood and agreed that nothing contained in this Agreement is intended to or shall be construed as to restrict in any way the authority of the Master or prevent the obedience of any officer or rating to any lawful order of any superior officer.

Art. 38 JURISDICTION

- 38.1 The contracting parties agree that all disputes arising out of this Agreement shall be settled in accordance with the procedure set forth in Article 16 hereof and if the dispute cannot be settled under the provisions of this Agreement, the same shall be brought for judicial resolution at Manila, Philippines.

**Art. 39 DECLARATION OF NULLITY**

- 39.1 It is agreed that the decision of a court declaring a word, phrase, sentence or paragraph of this Agreement illegal or void shall in no way affect the efficacy and validity of the remaining provisions of this Agreement.

Art. 40 CASH MONEY ON BOARD

- 40.1 Social partners have agreed to reduce the amount of cash money on board. Barring a few exceptions, there are better, safer and cheaper alternatives available. To discourage the withdrawal of cash money in order to limit unnecessary expenses as well as security risks for the entire crew, from 31 December 2018, employers may levy a fee covering administrative costs of 3% on local currencies and 6% on non-local currencies. Smaller amounts (up to 50 dollars per port) will remain available free of charge in ports where cash money is known to be not easily accessible, in order to buy essentials. A joint working group will monitor the introduction of the new system. In case the working group sees unreasonable effects on seafarers, social partners will reopen the discussion on the new system.

Art. 41 CONFLICT WITH CONTRACT PROVISIONS

- 41.1 In case of conflict between the provision/s of the Individual Employment Contract of the officer or rating and that of this Agreement, the provisions of this Agreement shall be upheld and prevail over that of the Individual Employment Contract.

IN WITNESS WHEREOF, the contracting parties hereto have caused this AGREEMENT to be executed by their respective duly authorized officers on the date and place herein before first written.

NETHERLANDS MARITIME EMPLOYERS ASSOCIATION

drs ERWIN L.M. MEIJNDERS

NAUTILUS INTERNATIONAL, NL

MARCEL VAN DEN BROEK

ASSOCIATED MARINE OFFICERS' AND SEAMEN'S UNION OF THE PHILIPPINES

DR. CONRADO F. DOA

SIGNED IN THE PRESENCE OF;

APPENDIX A1 - NETHERLANDS WAGE SCALE FOR OFFICERS (44 regular work hours per week) Effective January 01, 2020

This wagescale is only applicable to shipowners who are a member of Netherlands Maritime Employers' Association (Nemea). The vessel on which the Filipino officers are employed has to fly the Dutch flag and has to be a member of the Royal Association of Netherlands Shipowners (KVNRI).

Position	Year	Basic Salary	F.O.T.	Leave Pay	Subs Allow	Seniority ***	Ret. fund	Pag ibig	Fixed Bonus***	Comm**	Xmas Bonus *****	IMO*	Total Seafarer	Emp. Welfare Fund	SSS	FM DP	WM BP	Train Levy ****	ODP ****	Sailor's Home	Educ.	Total Funding	Total Crew Cost
		44 hrs/wk	62.3% basic	8 days per month			10% basic			3% Basic			2020							(Art.24)			
Master	2020	2,337	1,456	623		389	234	10	250	70	6	50	5,425	91	32	25	15	10	10	39	34	256	5,681
Chief Officer	2020	1,507	939	402		268	151	10	250	45	6	50	3,628	84	32	25	15	10	10	39	34	249	3,877
2nd Officer	2020	1,187	740	317		206	119	10	125	36	6	50	2,796	81	32	25	15	10	10	39	34	246	3,042
3rd Officer	2020	1,044	650	278		194	104	10		31	6	50	2,367	80	32	25	15	10	10	39	34	245	2,612
Chief Engineer	2020	2,125	1,324	567		389	212	10	250	64	6	50	4,997	91	32	25	15	10	10	39	34	256	5,253
2nd Engineer/ Single Engineer	2020	1,507	939	402		268	151	10	125	45	6	50	3,503	84	32	25	15	10	10	39	34	249	3,752
3rd Engineer/ Electro Technical Officer	2020	1,187	740	317		206	119	10		36	6	50	2,671	81	32	25	15	10	10	39	34	246	2,917
4th Engineer	2020	1,044	650	278		194	104	10		31	6	50	2,367	80	32	25	15	10	10	39	34	245	2,612
Trainee Mate	2020	730	455	195	32		50	10		15	6	18	1,511		32	25	10	10	5	25	20	127	1,638
Trainee Engineer	2020	730	455	195	32		50	10		15	6	18	1,511		32	25	10	10	5	25	20	127	1,638

* IMO

**Communication

***Seniority/

****Fixed Bonus

*****ODP/

*****Training Levy

***** Xmas bonus

Single Engineer

SSS - Philippine Social Security System (Art.21)

FMDP -

WMBP -

Sail Hom - Sailor's Home

Educ - Training and Education (Amosup Training Center)

requirements of member seafarers which is run by Amosup.

Amounts mentioned in the column "IMO" are the contribution towards employer's training costs related to the STCW 95 Convention and are not payable to the Officer (Art. 36) in case it is not possible to communicate per e-mail on board, this amount will be paid cash to the seafarer

(Art.13) Payment of the Seniority and Fixed Bonus shall be based on the provisions and schedule agreed and appearing in Appendix "D" of the agreement. Company agrees that the amount in above wage scale shall also be payable even if no Seniority program and Fixed Bonus is being implemented by the Company.

The Training Levy and the ODP contribution shall be paid by the company per man per month to the KVNRI for use under the Filipino Officers Development Program

Monthly reservation for Christmas Bonus. To be paid out when signing off.

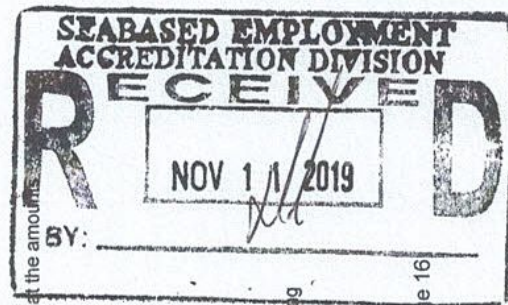
Single Engineer on board ship with engine rating less than 3000 kw power rating

Family Medical and Dental Plan (Art. 23)

Welfare Mutual Benefit Plan (Art.22)

Sail Hom - Sailor's Home

The funding agreed for the maritime training & upgrading of member seafarers housed in the MAAP campus geared to the training and upgrading requirements of member seafarers which is run by Amosup.



APPENDIX A1.1 - NETHERLANDS WAGE SCALE FOR RATINGS (44 regular work hours per week) Effective January 1, 2020

This wagescale is only applicable to shipowners who are a member of Netherlands Maritime Employers' Association (Nemea). The vessel on which the Filipino ratings are employed has to fly the Dutch flag and has to be a member of the Royal Association of Netherlands Shipowners (KVNR).

Rank	Basic Salary	GOT	Leave Pay	Pension Plan	Comm ***	Xmas bonus *****	IMO* Req	Seaman Total	Sail Home	FMDP	WMBP	Educ	ODP **	Train Levy **	SSS	Total Cost	O.T. In Xcess of 85 hours
	44 hrs/wk	ratings :50% basic	8 days/mo					2020									
Ch/Int'l Cook	822	411	219	50	15	6	18	1,541	25	25	10	20	5	10	32	1,568	6.03
Bosun	779	390	208	50	15	6	18	1,466	25	25	10	20	5	10	32	1,593	5.71
Carpenter	779	390	208	50	15	6	18	1,466	25	25	10	20	5	10	32	1,593	5.71
Oilier#1	779	390	208	50	15	6	18	1,466	25	25	10	20	5	10	32	1,593	5.71
E.R.S.	779	390	208	50	15	6	18	1,466	25	25	10	20	5	10	32	1,593	5.71
Filter/Repairer	779	390	208	50	15	6	18	1,466	25	25	10	20	5	10	32	1,593	5.71
Donkeyman	779	390	208	50	15	6	18	1,466	25	25	10	20	5	10	32	1,593	5.71
Pumpman	779	390	208	50	15	6	18	1,466	25	25	10	20	5	10	32	1,593	5.71
AB cook *****	736	368	196	50	15	6	18	1,389	15	25	10	15	5	10	32	1,501	5.39
Bosun Mate/QM	716	358	191	50	15	6	18	1,354	15	25	10	15	5	10	32	1,466	5.25
Asst. Engr.	716	358	191	50	15	6	18	1,354	15	25	10	15	5	10	32	1,466	5.25
AB/QM	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
2nd Cook	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Trainee 2nd Cook****	494	247	132	50	15	6	15	959	15	25	10	15	5	10	32	1,071	3.62
Fireguard	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Motorman	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Fireman	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
SSS - Philippine Social	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Greasier	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Asst. Fitter	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Asst. Plumber	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Asst. Carpenter	649	325	173	50	15	6	15	1,233	15	25	10	15	5	10	32	1,345	4.76
Asst. Electrician	779	390	208	50	15	6	18	1,466	15	25	10	15	5	10	32	1,578	5.71
OS/WIPER	494	247	132	50	15	6	15	959	8	25	8	10	5	10	32	1,057	3.62
Asst. Oiler	494	247	132	50	15	6	15	959	8	25	8	10	5	10	32	1,057	3.62
Asst. Greaser	494	247	132	50	15	6	15	959	8	25	8	10	5	10	32	1,057	3.62
Messman/Laundryman	494	247	132	50	15	6	15	959	8	25	8	10	5	10	32	1,057	3.62
Deck Boy	284	142	76	50	15	6	15	588	0	25	8	0	5	10	32	668	2.08
Engine Boy	284	142	76	50	15	6	15	588	0	25	8	0	5	10	32	668	2.08
Cleaner	284	142	76	50	15	6	15	588	0	25	8	0	5	10	32	668	2.08
Utility	284	142	76	50	15	6	15	588	0	25	8	0	5	10	32	668	2.08

Shipowner additional insurance funding of 580 to cover death and disability benefit at USD80,000 for ratings

All works performed beyond the 85 hours GOT shall be compensated by their hourly OT rate

*With effect from 01/01/1998 an additional allowance of USD15, per month for the Able Seaman and pro rata for the other ratings shall be allowed towards the onboard training costs of seafarers to meet the IMO requirement. In respect of the revised STCW Convention 1995. This amount shall not be payable to the seafarer on board.

**** Trainee 2nd Cook - only applicable to crew that are trained at the MAAP cooking school and that have NO previous sea experience

**ODP/Training Levy - The Training Levy and the ODP contribution shall be paid by the company per man per month to the KVNR for use under the Filipino Officers Development Program

***Communication - In case it is not possible to communicate per e-mail on board, this amount will be paid cash to the seafarer

***** The AB cook is an AB who is responsible for the preparation of meals. Only allowed on ships with a crew of less than 7.

***** Xmas bonus - Monthly reservation for Christmas Bonus. To be paid out when signing off.

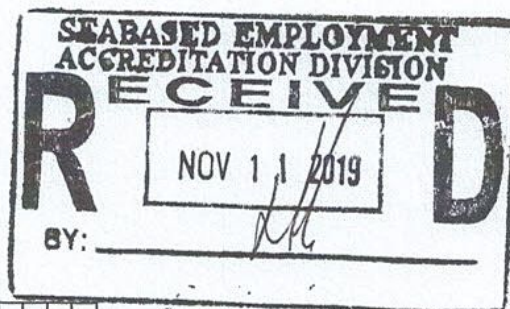
Sail Home - Sailor's Home This funding is a program of the union for transient members

SSS - Philippine Social Security System (Art. 23)

FMDP - Family Medical and Dental Plan (Art. 23)

WMBP - Welfare Mutual Benefit Plan (Art. 22)

Educ - Training and Education (Amosup Training Center) The funding agreed for the maritime training & upgrading of member seafarers housed in the MAAP campus geared to the training and upgrading requirements of member seafarers which is run by Amosup.



APPENDIX A2 - NETHERLANDS WAGE SCALE FOR OFFICERS (44 regular work hours per week) Effective January 01, 2020
for Dutch flag vessels which are NOT a member of Royal Association of Netherlands Shipowners (KVNR)

Position	Year	Basic Salary	F.O.T.	Leave Pay	Subs Allow	Seniority ***	non-KVNR differential	Ret. fund	Pag lbig	Fixed Bonus***	Comm**	Xmas Bonus ****	IMO*	Total Seafarer	Emp. Welfare Fund	SSS	FM DP BP	WM BP	Train Levy ****	ODP ****	Sailor's Home	Educ.	Total Funding	Total Crew Cost
		44 hrs/wk	62.3% basic	8 days per month		*****		10% basic			3% Basic			2020							(Art.24)			
Master	2020	2,337	1,456	623		389	100	234	10	250	70	6	50	5,525	91	32	25	15	10	10	39	34	256	5,781
Chief Officer	2020	1,507	939	402		268	100	151	10	250	45	6	50	3,728	84	32	25	15	10	10	39	34	249	3,977
2nd Officer	2020	1,187	740	317		206	100	119	10	125	36	6	50	2,896	81	32	25	15	10	10	39	34	246	3,142
3rd Officer	2020	1,044	650	278		194	100	104	10		31	6	50	2,467	80	32	25	15	10	10	39	34	245	2,712
Chief Engineer	2020	2,125	1,324	567		389	100	212	10	250	64	6	50	5,097	91	32	25	15	10	10	39	34	256	5,353
2nd Engineer/ Single Engineer	2020	1,507	939	402		268	100	151	10	125	45	6	50	3,603	84	32	25	15	10	10	39	34	249	3,852
3rd Engineer/ Electro Technical Officer	2020	1,187	740	317		206	100	119	10		36	6	50	2,771	81	32	25	15	10	10	39	34	246	3,017
4th Engineer	2020	1,044	650	278		194	100	104	10		31	6	50	2,467	80	32	25	15	10	10	39	34	245	2,712
Trainee Mate	2020	730	455	195	32		100	50	10		15	6	18	1,611		32	25	10	10	5	25	20	127	1,738
Trainee Engineer	2020	730	455	195	32		100	50	10		15	6	18	1,611		32	25	10	10	5	25	20	127	1,738

* IMO Amounts mentioned in the column "IMO" are the contribution towards employer's training fees related to the STCW 95 Convention and are not payable to the Officer (Art. 36) in case it is not possible to communicate per e-mail on board, this amount will be paid cash to the seafarer

**Communication (Art.13) Payment of the Seniority and Fixed Bonus shall be based on the provisions and schedule agreed and appearing in Appendix "D" of the agreement. Company agrees that the amount is above wage scale shall also be payable even if no Seniority program and Fixed Bonus is being implemented by the Company.

***Seniority/ Fixed Bonus The Training Levy and the ODP contribution shall be paid by the company per man per month to the KVNR for use under the Filipino Officers Development Program

****ODP/ Training Levy Monthly reservation for Christmas Bonus. To be paid out when signing off.

***** Xmas bonus To be paid if the officer is employed on a vessel which is NOT a member of KVNR.

***** non-KVNR differential - To be paid if the officer is employed on a vessel which is NOT a member of KVNR.

SSS - Philippine Social Security System (Art.21)

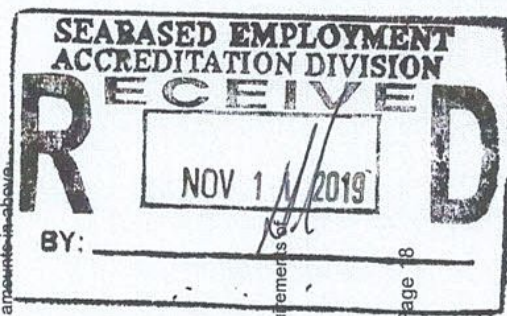
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APPENDIX A2.1 - NETHERLANDS WAGE SCALE FOR RATINGS (44 regular work hours per week) Effective January 1, 2020
for Dutch flag vessels which are NOT a member of Royal Association of Netherlands Shipowners (KVNR)

Rank	Basic Salary	GOT	Leave Pay	Pension Plan	non-KVNR differential	Comm ***	Xmas bonus *****	IMO* Req	Seaman Total	Sail Home	FMDP	WMBP	Educ	ODP **	Train Levy **	SSS	Total Cost	O.T. In Excess of 85 hours
	44 hrs/wk	ratings :50% basic	8 days/mo		*****				2020									
Ch/Int'l Cook	822	411	219	50	100	15	6	18	1,641	25	25	10	20	5	10	32	1,768	6.03
Bosun	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,693	5.71
Carpenter	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,693	5.71
Oilier#1	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,693	5.71
E.R.S.	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,693	5.71
Fitter/Repairer	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,693	5.71
Donkeyman	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,693	5.71
Pumpman	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,693	5.71
AB cook *****	736	368	196	50	100	15	6	18	1,489	25	25	10	15	5	10	32	1,601	5.39
Bosun Mate/QM	716	358	191	50	100	15	6	18	1,454	25	25	10	15	5	10	32	1,566	5.25
Asst. Engr.	716	358	191	50	100	15	6	18	1,454	25	25	10	15	5	10	32	1,566	5.25
AB/QM	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
2nd Cook	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Trainee 2nd Cook****	494	247	132	50	100	15	6	15	1,059	15	25	10	15	5	10	32	1,171	3.62
Fireguard	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Motorman	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Fireman	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Oilier	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
SSS - Philippine Social S	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Asst. Fitter	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Asst. Plumber	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Asst. Carpenter	649	325	173	50	100	15	6	15	1,333	15	25	10	15	5	10	32	1,445	4.76
Asst. Electrician	779	390	208	50	100	15	6	18	1,566	25	25	10	20	5	10	32	1,678	5.71
OS/WIPER	494	247	132	50	100	15	6	15	1,059	8	25	8	10	5	10	32	1,157	3.62
Asst. Oilier	494	247	132	50	100	15	6	15	1,059	8	25	8	10	5	10	32	1,157	3.62
Asst. Greaser	494	247	132	50	100	15	6	15	1,059	8	25	8	10	5	10	32	1,157	3.62
Messman/Laundryman	494	247	132	50	100	15	6	15	1,059	8	25	8	10	5	10	32	1,157	3.62
Deck Boy	284	142	76	50	100	15	6	15	688	0	25	8	0	5	10	32	768	2.08
Engine Boy	284	142	76	50	100	15	6	15	688	0	25	8	0	5	10	32	768	2.08
Cleaner	284	142	76	50	100	15	6	15	688	0	25	8	0	5	10	32	768	2.08
Utility	284	142	76	50	100	15	6	15	688	0	25	8	0	5	10	32	768	2.08

Shipowner additional insurance funding of 580 to cover death and disability benefit at USD80,000 for ratings

All works performed beyond the 85 hours GOT shall be compensated by their hourly OT rate

*With effect from 01/01/1998 an additional allowance of USD15, per month for the Able Seaman and pro rata for the other rank/ratings shall be allowed towards the onboard training costs of seafarers to meet the IMO requirement. In respect of the revised STCW Convention 1995. This amount shall not be payable to the seafarers board.

*** Trainee 2nd Cook - only applicable to crew that are trained at the MAAP cooking school and that have NO previous sea experience

ODPTraining Levy - The Training Levy and the ODP contribution shall be paid by the company per man per month to the KVNR for use under the Filipino Officers Development Program

***Communication - In case it is not possible to communicate per e-mail on board, this amount will be paid cash to the seafarer

***** Xmas bonus - Monthly reservation for Christmas Bonus. To be paid out when signing off.

***** non-KVNR differential - To be paid if the rating is employed on a vessel which is NOT a member of KVNR

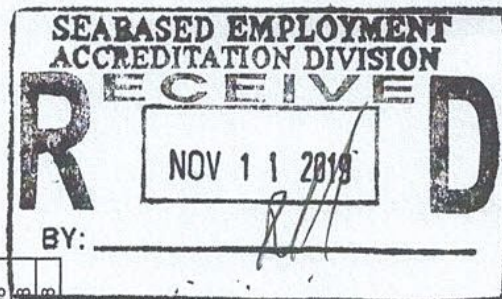
Sail Home - Sailor's Home This funding is a program of the union for transient members

SSS - Philippine Social Security System (Art.21)

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WMBP - Welfare Mutual Benefit Plan (Art.22)

Educ - Training and Education (Amosup Training Center) The funding agreed for the maritime training & upgrading of member seafarers housed in the MAAP campus geared to the training and upgrading requirements of member seafarers which is run by Amosup.



Appendix A3 - FILIPINO CADETS ON BOARD NETHERLANDS flag VESSELS effective January 01, 2020

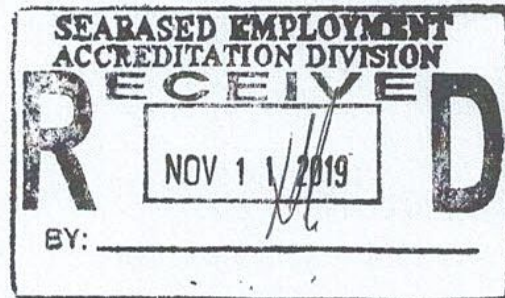
Rank	STIPEND	Comm ***	Total Cost
Cadet	200	15	215

Employment of above seafarers should be over and above the operational minimum safe manning of the vessel.

Candidates should not have any prior overseas shipboard experience.

Candidates shall be entitled to the CBA benefits applying to junior ratings.

SPECIMEN



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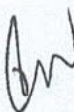
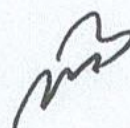
Appendix "B" TABLE OF OFFENSES AND MAXIMUM PENALTIES

1. Smuggling or violation of any customs rules and regulations of the Philippines and foreign ports	Dismissal and to pay cost
A) Smuggling any taxable items	Dismissal and to pay cost
B) Possession of narcotics or other contraband	Dismissal and to pay cost
C) Gun-running or possession of explosives and the like	Dismissal and to pay cost
D) Abetting or conniving with others to commit smuggling.	Dismissal and to pay cost
E) Misdeclaration of or failing to declare articles leading to its seizure and fire to vessel	Dismissal and to pay cost
F) Misdeclaration of or failing to declare articles leading to seizure but vessel not implicated	1st Offense - Reprimand & Warning 2nd Offense - Dismissal
G) Possession of pornographic materials leading to its seizure and fine to vessel	1st Offense - Reprimand & Warning 2nd offense- Dismissal at Master's discretion
H) Any other minor violation which will not implicate the vessel	
2. 2. DESERTION:	
A) Deserting or attempting to desert	Dismissal
B) Advising another to desert	Dismissal
C) Assisting or persuading another to desert	Dismissal
3. ABSENCE WITHOUT LEAVE:	
A) Abandoning post of duty without being properly relieved	Dismissal
B) Leaving the vessel without permission from responsible officers during working hours	1st Offense - Reprimand & Warning 2nd offense- Dismissal at Master's discretion
C) Entrusting to others assigned duties without authority of the department head	Dismissal
D) Leaving the vessel without permission after working hours	Dismissal
4. Commission of a felony punishable by Philippine or foreign laws	Dismissal
5. Drug addiction	Dismissal
6. Sleeping on post while on duty	Dismissal
7. Insubordination.	
A) Any act/s of disobedience to lawful orders of a superior officer	Dismissal
B) Assault or attempting to assault a superior officer	Dismissal
C) Insulting a superior officer by words or deeds	Dismissal
D) Inciting another to commit insubordination	Dismissal
8. Molesting passengers	Dismissal
9. Drunkenness:	
A) Drunk while on duty	Dismissal
B) Creating trouble on board ship due to intoxication	1st offense- Reprimand & warning 2nd offense- Dismissal
C) Failure to perform assigned jobs due to intoxication	1st offense- Reprimand & warning 2nd offense- Dismissal
10. Creating trouble outside the vessel's premises	1st offense- Reprimand & warning 2nd offense- Dismissal
11. For being left behind by vessel	Dismissal and to pay cost
12. Gambling:	
A) Which resulted in fighting any incident as upset the harmonious relationship	

on board the vessel	Dismissal
B) Any other form of gambling which is not purely recreational	at Master's discretion
13. Violation of COMPANY Policies and Regulations:	
A) Pilferage	Dismissal
B) Unauthorized disposal of COMPANY or vessel's properties for personal gain	Dismissal and to pay cost
C) Any acts of dishonesty without intention to defraud the COMPANY	Dismissal and to pay cost
D) For gross negligence and failure to observe proper stowage and cargo handling procedures resulting in delay of vessel and/or damages to cargoes	1st Offense - Reprimand & Warning 2nd Offense - Dismissal
F) For failure to observe and comply with regulations and non-baggage shipments and acceptance of parcels on board	at Master's discretion
G) For failure to observe regulations on expiration of shore liberty	1st Offense - Reprimand & Warning 2nd Offense - Dismissal
H) For being left behind by vessel in foreign port without justifiable reason	Dismissal and to pay cost
I) For disorderly conduct and/or disrespect towards passengers	Dismissal
J) For immorality so as to cast aspersion on the good name of the vessel and COMPANY	Dismissal
K) For inflicting harm or injury to others	Dismissal & to pay cost
14. Incompetence and inefficiency	Dismissal
15. Any form of activity which tends to create discontent or dissension among the crewmembers	Dismissal
16. For inciting mutiny or any activity which will hamper the efficient operation of the vessel	Dismissal
17. Any activity which will tend to destroy the harmonious relationship of the COMPANY and the UNION	Dismissal
18. A) For grave abuse or authority resulting in harm or injury to subordinate	1st Offense - Reprimand & Warning 2nd offense- Dismissal at Master's discretion
B) Any other cases of abuse of authority	
19. For gross misbehavior prejudicial to good order and discipline	1st Offense - Reprimand & Warning 2nd Offense - Dismissal
20. Causing through neglect damage loss, spoilage, or deterioration of COMPANY or vessel's stocks and property	at Master's discretion
21. Connivance with stowaways.	Dismissal
22. For wilfully making false statement reports or certification for personal gain or with intent to mislead or defraud the COMPANY	Dismissal
23. Any other minor case as to cast aspersion on the good name of the COMPANY and vessel.	at Master's discretion

Appendix "C" – LIFE INSURANCE COVERAGE COST

Rating	Annual Premium U\$
Bosun	960
Carpenter	960
Fitter/Repairer	960
Pumpman	960
Able Seaman	940
Electrician	940
General Purpose	940
Oiler/Greaser	940
Motorman/Fireman	940
Ordinary Seaman	915
Wiper	915
Deck boy	336
International Cook	967
2nd Cook	940
Steward	960
2nd Steward	940
Messman	915


Appendix "D" - OFFICERS' SENIORITY BONUS & FIXED BONUS

D.1 OFFICERS' SENIORITY BONUS

SECTION 1: To achieve loyalty and encourage continued long and satisfactory service of the officers, the COMPANY agrees to grant monthly Seniority Bonus.

SECTION 2: Subject to provisions of Section 3 & 4 below, Officers shall be entitled to Seniority Bonus for continuous and uninterrupted service with the company based on entry into rank. It shall be paid to Officers from the 2nd year of service with the company at the applicable rate. In case of promotion, the Officer shall be considered in the first year of the new rank. Seniority Bonus shall be at the base rate for the rank and thereafter incremented at the base rate factor (maximum of 6 step increment) per uninterrupted year of service, until the maximum payment is reached in accordance with the following table:

SENIORITY TABLE		
POSITION	Base rate	Maximum
Master/Chief Engr.	USD 64.80	USD 388.80
Chief Mate / 2nd Engr.	USD 44.60	USD 267.60
2nd Mate / 3 rd Engr.	USD 34.40	USD 206.40
3rd Mate / 4 th Engr	USD 32.40	USD 194.40

SECTION 3: Service shall be deemed uninterrupted, when an officer is on vacation, or awaiting reassignment after his vacation, or is on leave due to medical reasons, or when interruption is not attributable to the officer's fault or own-making.

SECTION 4 : Continuous and uninterrupted service contract with the Company for the designated rank starting from January 1, 2007 shall be counted.

SECTION 5: The monthly seniority bonus is separate and distinct from the basic monthly wage and therefore shall not be included for purposes of overtime computation.

D.2 FIXED BONUS

SECTION 1: The COMPANY agrees to grant monthly Fixed Bonus as indicated in the table below:

FIXED BONUS TABLE	
POSITION	
Master/Chief Engr. / Chief Officer	USD 250.00
2nd Officer / 2nd Engr.	USD 125.00

SECTION 2: The monthly fixed bonus is separate and distinct from the basic monthly wage and therefore shall not be included for purposes of overtime computation.

Appendix "E"

Collective bargaining agreement regarding the application of the Netherlands Minimum Wage Act for Filipino seafarers employed on board of Dutch flag vessels

This Agreement is made and entered into at Manila, Philippines this 5th day of December 2019 by and between:

on the ship owners' side:

The Dutch shipowners association the **NETHERLANDS MARITIME EMPLOYERS ASSOCIATION (NEMEA)**, on behalf of their members, with offices at Boompjes 40, Rotterdam, for the purpose of this Agreement represented by **MR. ERWIN MEIJNDERS** and

jointly referred to as the 'Shipowners Associations'

And

on the unions' side:

The **ASSOCIATED MARINE OFFICERS' & SEAMEN'S UNION OF THE PHILIPPINES (AMOSUP)**, affiliate of the **PHILIPPINE TRANSPORT AND GENERAL WORKERS ORGANIZATION**, an affiliate of I.T.F., a labor organization duly registered with the Department of Labor and Employment, herein represented by its **President, DR. CONRADO F. OCA**, with principal office at the Seamen's Center, Cabildo cor. Sta. Potenciana Streets, Intramuros, Manila, 1002 Philippines, and

NAUTILUS INTERNATIONAL, a labour union duly organized and existing in good standing under the laws of the Netherlands, established at Rotterdam, with offices at Schorpioenstraat 266 in Rotterdam, for the purpose of this Agreement represented by **MR. M.T.J.J. VAN DEN BROEK**, Executive Officer;

jointly referred to as the 'Unions'

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Considerations

- In specific cases the Collective Bargaining Agreement concluded between the parties on ship owners' side and the parties on the unions' side and applicable for international trading may, as far as the payments to the individual seafarers concerned, be superseded by the Dutch Minimum Wage Act (Wet minimumloon en minimumvakantiebijslag), (hereinafter: "Dutch MWA").
- The Dutch Ministry of Social Affairs and Employment and Ministry of Transport and Water Management are contemplating to amend the scope of the Dutch MWA in consultation with the social partners in Dutch shipping.
- Awaiting the outcome of this process, the parties on ship owners' side and the parties on the unions' side have agreed on the following temporary addendum to the respective Collective Bargaining Agreement.

Article 1 – Scope of application

- a) Parties agree to take as a starting point that the Dutch MWA does not or should not apply to seafarers on board of international trading vessels, which means seagoing vessels involved in the international trade that sail regularly outside the Dutch territorial waters as well as regularly visit a port outside the Netherlands.
- Also in case a seagoing vessel sails between two ports of which one port is outside the Netherlands (such as ferries and liner services) the Dutch MWA does not apply.

In addition, the Dutch MWA does not apply to voyages/activities in respect of the energy supply that involve regularly operating outside the Dutch continental shelf/Dutch exclusive economic zone, also if the vessel does not enter a foreign port.

- b) Parties agree to take as a starting point that the Dutch MWA does or should apply to seafarers of seagoing vessels that operate as part of projects/activities within the Dutch internal waters and/or within the Dutch territorial waters (12-nautical miles zone), unless it is a case of innocent passage of seagoing vessels involved in international trade as meant under a.

Innocent passage as meant under b) also includes seafarers working on board:

1. vessels while the seafarers are maintaining the sea readiness of the vessel;
2. vessels involved with (un)loading activities, warm laid-up vessels, vessels that are undergoing repair or maintenance, bunkering, audits or vessels that are preparing for voyages and vessels that are undergoing delivery and/or storage of proficiencies, bonded stores and spare parts, to the extent that these vessels normally fall under international trade as meant under a.

Also, only applicable as from the moment when the government of the Netherlands has formally confirmed to the Dutch Shipowners Associations and to the Dutch Union that it has jurisdiction to regulate in its legislation the following:

- c) Parties agree to take as a starting point that the Dutch MWA does or should also apply to all voyages of seagoing vessels with respect to the energy supply of the Netherlands (such as the construction, exploitation, decommissioning, supply of as well as accommodation in respect of oil- /gas platforms and wind parks) that are carried out within the Dutch continental shelf/Dutch exclusive economic zone, irrespective of the port (in or outside the Netherlands) from which the seagoing vessel operates. The project/activity is decisive and not solely (the activity of) the respective vessel or crew.

Article 2 – Dutch minimum wage level

Within the applicable CBA, if the Dutch Minimum Wage Act is applicable, the parties agree that the Dutch minimum wage level cannot be compared one-to-one with the international remuneration system of CBA's for seafarers with home address in Philippines, the payment per hour will be equal or above at gross Dutch minimum wage level, expressed in the currency of the applicable CBA.

The Dutch minimum wage per hour can be found here: <https://www.rijksoverheid.nl/onderwerpen/minimumloon/bedragen-minimumloon/bedragen-minimumloon-2020>.

The comparable daily Philippines wage is the amount mentioned in the CBA wage scales in the column 'Total Cost' per month, divided by the number of hours worked per month.

If applicable, the crewmember will receive at least the difference between both amounts as a subvention on his daily wage.

An example calculation is attached as appendix A and serves as an illustration.

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Article 3 – Consultation

- a) Parties agree to consult each other in case of
 - a situation that is not covered by this Agreement as a result of which it is not clear whether or not the Dutch Minimum Wage Act applies or should apply according to the parties,
 - a situation that is covered by this Agreement, but where the stipulations of this Agreement yield an unreasonable and unforeseen outcome for the stakeholders involved and/or
 - in case of a situation of abuse of this Agreement.
- b) A disagreement between parties is an insoluble disagreement if both or one of the parties states this is the case.

Article 4 - Jurisdiction clause and choice of law

- a. In case of a disagreement between (any one of) the Shipowners' Associations and Nautilus International regarding this agreement, the Court of Justice in Rotterdam, the Netherlands, is competent.
- b. In case of grievances between a seafarer and the shipowner/manning agent, the Court of Justice as mentioned in the general CBA is competent to settle any claim.

Article 5 - Validity of the Agreement

- a) This agreement shall be effective from 1 January 2020 up to and including 31 December 2020.
- b) In case of termination of this agreement, as long as this agreement has not yet been replaced by another, the conditions

as laid down in this agreement shall remain in force for current individual employment agreements, until the individual employment agreement is terminated.

- c) Parties to the agreement will consult each other about amending this agreement as soon as it is clear if and how the Dutch government will amend the Dutch Minimum Wage Act in relation to seafarers.

Signed in Manila

NETHERLANDS MARITIME EMPLOYERS ASSOCIATION (NEMEA)

The ASSOCIATED MARINE OFFICERS' & SEAMEN'S UNION OF THE PHILIPPINES (AMOSUP)

NAUTILUS INTERNATIONAL

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Annex A to Appendix "E" - Collective Bargaining Agreement regarding the application of Netherlands Minimum Wage Act for non-EU seafarers employed on board of Dutch Flag vessels

According to article 2 of the CBA, the example calculation is as follows:

A. calculation of total cost per hour worked

1 Position

Example CBA Your CBA

AB

2 The amount as mentioned in the Total Crew Cost Column, per month

USD 1,345.00

3 Normal working hours per week 44 = per month

190.67

190.67

4 Average number of hours overtime in Dutch merchant marine for ratings

68

68

5 Total number of working hours per month (= 4 + 5)

258.67

258.67

6 Total cost per hour worked (=2/5)

USD 5.20

A.

B. Calculation of Dutch minimum wage per hour

7 Dutch Minimum wage to be paid per hour based on biannual scale in Euro per 1-1-2020

€ 9.54

€ 9.54

8 Dutch Minimum wage including 8% Dutch holiday allowance

€ 10.30

€ 10.30

9 Exchange rate

Usd/Euro

0.904567

0.904567

10 Dutch Minimum wage to be paid per hour based on biannual scale in USD

USD 11.39

USD 11.39

B.

C. Calculation of additional payment per hour

11 Minimum wage per hour (10) minus total cost per hour (6)

USD 6.19

C.

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Appendix "Z" - LIST OF COVERED VESSELS/CREWLIST

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