

**Cyprus Collective Bargaining Agreement (CBA) for Seafarers onboard Cyprus Cargo vessels, Tanker and Gas carriers for Cyprus beneficially owned vessels**

**Chapter 1**

**1. Wage Rates**

The wage rates of seafarers aboard Cyprus Cargo and Tanker vessels are fixed in US Dollars as attached.

**2. Duration of Engagement of Seafarer**

The maximum duration of engagement of seafarers is seven (7) months for those working on tankers and gas carriers and eight (8) months for those serving on dry cargo vessels irrespective of area, which may be extended by one month or reduced by one month, at the shipowner's option for operational convenience.

A probationary period of 1 month shall apply, during which, both the seafarer and/or the company shall be entitled to terminate the employment prior to the expiry of the contract. In such an event, the party terminating will bear all relevant expenses incurred.

Commencement and end of Employment Agreement to be stipulated. Employment of individual Officers and Ratings shall be at the day of departure from their country of residence to the date of expiration of the contract or arrival back in their country of residence or any other place as mutually agreed at the time of engagement.

**3. Long Service Bonus**

Every Seafarer after completion of continuous service as in the wage scale is entitled to a bonus calculated on the basis of the length of service and which is two (2) days for every month. The calculation of the bonus will be made as from the first month of embarkation and for all months of service, following the successful completion of 7 months service, and for each month thereafter and it will be paid as stipulated in the wage scale.

**4. Daily Wages**

For the purpose of calculating the wage scale the daily rate is 1/30 of the basic wage.

The wage scale shall be deemed as a minimum requirement. Where a higher entitlement than in the wage scale may be agreed for the Seafarer, such higher entitlement shall be guaranteed and may not be decreased for the duration of the tour of duty.

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A seafarer who is 21 or over and is not a trainee shall be paid at the equivalent rate of an ordinary seaman.

## **5. Tanker / Gas Carrier Allowance**

A special allowance equivalent to five per cent 5% of the monthly total wages, shall be payable in the case of seafarers serving on board tankers / gas carriers or ships of the type ORE-BULK-OIL (O.B.O.), in so far as such ships carry liquid cargo.

## **Chapter 2**

### **Hours of Work**

#### **1. Deck and Engine personnel at Sea and in Port**

The hours of work of deck and engine personnel are eight (8) hours per day from Monday till Friday, between 06:00 hours and 20:00 hours

Each day, in port, including Sundays and holidays, shall begin from 00:01 hours and end at 24:00 hours.

#### **2. Rest Period**

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

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

The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours. Due to the specific working routine of those employed in a catering capacity, rest periods may be divided into three periods. These rest periods shall be taken between end of breakfast duties and lunch preparation, between end of lunch duties and dinner preparation and following dinner until breakfast preparation on the following morning. The hours of rest afforded to catering personnel shall include one period of minimum 6 hours and two further periods on 1 hour, but total rest hours not to be less than 77 hours in any seven-day period.

The company shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.

Nothing in this Chapter shall be deemed to impair the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. In such situation, the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored, the master shall ensure



that any seafarers who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the STCW requirements covering overriding operational conditions shall apply, including those of STCW A-VIII/1, Article 9.

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

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

The allocation of periods of responsibility on UMS Ships, where a continuous watch keeping in the engine room is not carried out, shall also be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.

### **3. Non-Seafarers Work**

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, unlashng, checking and receiving.

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.

For seafarers compensation for overtime work performed beyond normal working hours, shall be by the payment of the overtime rate specified in Chapter 3 for each hour or part hour that such work is performed in addition to the basic pay.

In implementing the provisions of paragraphs 1 and 2 above, specific conditions may apply as identified in Memorandum 1 to this CBA.

### **Chapter 3**

#### **Extra Work and Extra Remuneration (Overtime)**

1. The hours of monthly compulsory employment are 173.
2. For officers, all overtime is included in a fixed overtime arrangement (FOT).
3. For ratings, the shipowner guarantees that a minimum of 103 hours overtime or pro rata will be available per month as per guaranteed overtime in the Wage Scale (GOT).
  - i. For Cook, Steward and Assistant Steward all overtime is included in a fixed overtime arrangement (FOT).
4. For ratings above 103 hours guaranteed overtime, the rate of overtime is 1.25 multiplied by the hours wage rate.
5. Any fraction more than half an hour shall count as one hour, any fraction less than half an hour shall not be taken into consideration.

### **Chapter 4**

#### **Additional Work for which no overtime is payable irrespective of the time during which it is performed**

No overtime is payable to either officers or ratings in respect of the following work which they are obliged to perform, even beyond normal working hours, during any time and day of the week.

1. Work during emergencies of which the Master shall be the sole judge, in connection with the safety of the vessel, or of those on board, or of the cargo on board or in connection with the safety of the vessel from war risks, or during fire, or abandonment drill, as well as in the case of rendering assistance to other vessels or persons in distress.
2. Work necessary during maneuvers, for unmooring, anchoring or berthing the vessel, or in connection with the safety of the vessel, or that of those on board as well as of the cargo.

### **Chapter 5 – Holidays**

The following fifteen (15) religious feasts and National Days are holidays. Any work performed during these days shall be remunerated as overtime work.

Such holidays are:

1. New Year's Day.
2. Epiphany (6th of January).
3. Green Monday (Kathara Deftera) (Movable).



4. 25th of March (Greek National Day).
5. 1st April (Cyprus National Day).
6. Good Friday (Movable).
7. Easter Monday (Movable).
8. 1st May (Labour Day).
9. Holy spirit (Movable).
10. 15th of August (Religious Holiday).
11. 1st of October (Cyprus Independence).
12. 28th of October (Greek National Day).
13. 6th of December (St. Nicholas Day).
14. Christmas Day.
15. Boxing Day.

## **Chapter 6**

### **Wages and Allotments**

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

Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of up to 80% of basic wages after allowing for any deductions.

## **Chapter 7**

### **Overtime Record**

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 seafarer for approval every month or at shorter intervals. Both copies must be signed by the Master and/or Head of the Department as well as by the seafarer, after which the record is final. One copy shall be handed over to the seafarer.

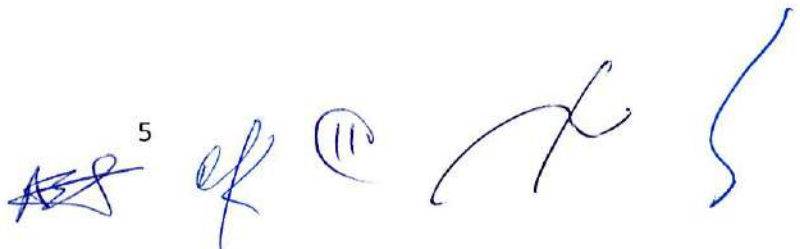
## **Chapter 8**

### **Repatriation**

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

During repatriation for normal reasons, the company shall be liable for the following costs:

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- a) payment of basic wages between the time of discharge and the arrival of the seafarer at his/her country of residence or any other place as mutually agreed at the time of engagement.
- b) the reasonable cost of maintaining the seafarer ashore until repatriation takes place.
- c) reasonable personal travel and subsistence costs during the travel period.
- d) transport of the seafarer's personal effects up to the amount allowed free of charge by the relevant carrier but not more than 30Kg.

A seafarer shall be entitled to repatriation at the company's expense on termination of the employment agreement as per Chapter 15, except where such termination arises under Chapter 15.5 IV.

## **Chapter 9**

### **Compensation for loss of life and incapacity**

#### **1. Death in service**

In case a seafarer dies during his/her employment with the Company, then the shipowner shall be liable and the seafarer's nominated beneficiary shall be entitled to compensation of US\$96,983 for the period 1 January 2019-31 December 2019, and US\$104,466 for the period 1 January 2020-31 December 2020 and in addition to each child (up to 4 max.) under the age of 18 to an amount of US\$19,397 for the period 1 January 2019-31 December 2019, and US\$20,974 for the period 1 January 2020-31 December 2020. If the seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the seafarer. The Company shall also transport at its own expense the body to seafarer's home where practical and at the families' request and pay the cost of burial expenses. Where the death has occurred at sea the repatriation of the body shall be carried out at the next scheduled port of call, subject to national legislation and as quickly as possible.

For the purpose of this clause, a seafarer shall be regarded as "in employment of the Company" for so long as the provisions of Chapter 10 apply and provided the death is directly attributable to sickness or injury that caused the seafarer's employment to be terminated.

The provisions of Chapter 10 shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.

The shipowner shall be excluded from liability in respect of:

- a) death incurred otherwise than in the employment of the Company,
- b) death as a result of sickness or injury incurred due to the willful misconduct of the deceased seafarer,



c) death as a result of sickness or infirmity intentionally concealed when the engagement is entered into, and

d) death as a result of suicide confirmed by an official inquest or inquiry.

## **2. Disability**

i. In case a seafarer suffers injury as a result of an accident, whilst in the employment of the Company or arising from his/her employment agreement with the Company, including accidents occurring while traveling to or from the Ship, and whose ability to work as a seafarer is reduced as a result thereof, then the shipowner shall be liable, and the seafarer shall be entitled, in addition to sick pay, to compensation according to the provisions of the Agreement.

The shipowner shall be excluded from liability in respect of:

a) injury incurred otherwise than in the employment of the Company,

b) injury or sickness due to the willful misconduct of the injured or sick seafarer, and

c) sickness or infirmity intentionally concealed when the engagement is entered into.

ii. The disability suffered by the seafarer shall be determined by a Doctor appointed by the company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the company and the seafarer and the decision of this doctor shall be final and binding on both parties.

The Company shall provide disability compensation to the seafarer in accordance with the following table with any differences, including less than 10% disability, to be pro rata.

### **2021 Disability Compensation Scale**

%	Ratings	Junior Officers	Senior Officers
100	96,983	129,310	161,637
75	72,737	96,983	121,228
60	58,189	77,586	96,983
50	48,491	64,655	80,819
40	38,793	51,724	64,655
30	29,095	38,793	48,491
20	19,397	25,727	32,328
10	9,698	12,931	16,164

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### **2022 Disability Compensation Scale**

%	Ratings	Junior Officers	Senior Officers
100	104,866	139,820	174,775
75	78,649	104,866	131,081
60	62,919	83,892	104,866
50	52,433	69,911	87,388
40	41,946	55,929	69,911
30	31,460	41,946	52,433
20	20,974	27,964	34,957
10	10,487	13,983	17,478

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

A seafarer whose disability, in accordance with Section 2(ii) above, is assessed at 50% or more, shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50% disability but certified as permanently unfit for further sea service in any capacity by the company-nominated doctor, shall also be entitled to 100% compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in Section 2(ii).

Shipowners in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the shipowner or by the representative of the insurers for a payment less than the contractual amount due under this agreement. Where the nature of the personal injury makes it difficult for the shipowner to make a full payment of the claim, consideration should be given to the payment of an interim amount so as to avoid undue hardship.

### **3. Other Remedies**

The remedies provided in this Chapter do not affect any other legal remedies that a seafarer may seek, however, any payment effected under this Chapter, shall be without prejudice to any claim for compensation made in law, but may be deducted from any settlement in respect of such claims.

### **4. Insurance Cover**

The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the provisions of this Agreement. Further, the Company shall ensure that a certificate or other documentary evidence of a financial security system be carried on board attesting to the protection of the crew against abandonment in accordance with the 2014 amendments to MLC, 2006. The certificate



or other documentary evidence of a financial security system shall be posted in a conspicuous place on board where it is available to the Seafarers.

## **Chapter 10**

### **Sick leave Payment and Medical Care**

#### **1. Sick leave Payment**

1. When a seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages shall continue until they have been repatriated at the company's expense as specified in Chapter 8.

2. Thereafter the seafarers shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 120 days. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.

3. However, in the event of incapacity due to an accident the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with Chapter 9 concerning permanent disability.

4. Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.

#### **2. Medical Care**

1. A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies.

2. A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the Company's expense for as long as such attention is required or until the seafarer is repatriated, pursuant to Chapter 8, whichever is the earlier.

3. A seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the Company's expense:

a) in the case of sickness, for up to 120 days after repatriation, subject to the submission of satisfactory medical reports;

b) in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with Chapter 9 concerning permanent disability;

4. Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed where necessary, by a company appointed

doctor, with the first medical certificate being issued not later than 72 hours after the seafarer's arrival at his home country. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the company and the Union and the decision of this doctor shall be final and binding on both parties.

## **Chapter 11**

### **Leave**

1. Every seafarer is entitled to leave of 8 days for each completed month of service or pro-rata for a shorter period until the expiration of the Employment Agreement. For leave days the seafarer is entitled to respective wages as well as food allowance off ship of US\$48 per month.

2. The payment of the leave, as well as the food allowance, is effected on the completion of the employment period and repatriation of the seafarer. Any leave entitlement remaining at the time his/her employment agreement is terminated shall be compensated for in cash at the daily rate specified in the attached wage scale.

## **Chapter 12**

### **Bedding, Mess, Utensils etc.**

The company is obliged to provide every seafarer with sufficient good quality food, bed, one mattress, at least one pillow, three blankets, two sheets, one pillowcase, two towels, soaps, crockery and necessary utensils. The sheets, pillowcase and towels shall be changed at least once a week as per ILO Maritime Labour Convention 2006, Guideline B.3.1.10. Laundry facilities must be supplied and recreational facilities should be in line with the ILO Maritime Labour Convention 2006, Guideline B.3.1.11.

In addition, the Shipowners shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment mentioned in above shall be of a good quality.

The accommodation standards should generally meet those criteria contained in the ILO Maritime Labour Convention 2006 relating to crew accommodation.

## **Chapter 13**

### **Loss of personal effects through misfortune**

If a seafarer suffers total or partial loss or damage to his/her personal effects due to wreck, loss, stranding, abandonment, fire, flooding or collision of the vessel, then he/she shall be entitled to compensation amounting up to US\$3,300, provided that there shall be no recovery in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.



## Chapter 14

### Union Matters

1. The seafarer shall not be treated less favourably than a seafarer who is a member of a Trade Union.
2. The Shipowner shall arrange to pay the amount of €6.83 as fee for the registration and €44.42 as a prepaid annual subscription to the relevant union he has contracted with through a Special Agreement for a particular ship, for those seafarers covered by this Collective Agreement, and in accordance with the terms of the relevant union. The payment of such fees shall be made only in respect of those seafarers who expressed the wish to become permanent and registered members of the relevant union through their voluntary personal request. In no circumstances, shall a Special Agreement with a union lead to the seafarers automatically becoming registered members of the said union.
3. The Shipowner may communicate forthwith to the relevant union, any crew changes, submitting names, addresses, ranks and particulars of qualifications as well as particulars of registration and subscription fees, for crew who are permanent and registered members of the relevant union. In doing so, the Shipowner and the relevant union shall ensure that personal data is collected, processed and transferred in accordance with the latest personal data protection legislation, and where applicable, that such collection, processing and transfer complies with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which entered into force on 25 May 2018.
4. The Shipowner acknowledges the right of the seafarers to elect a liaison representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the seafarer's duties as a liaison representative unless the relevant union has been given adequate notice of the dismissal and the agreed grievance procedure has been observed.
5. The Shipowner acknowledges the right of seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Convention 87 on the Freedom of Association and Protection of the Right to Organise Convention, 1948 and ILO Convention 98 on the Right to Organise and Collective Bargaining Convention, 1949.
6. The seafarers' Unions FTPAW S.E.K. and SEGDA MELIN PEO respectively have the right to decline signing any special agreement and/or issuing a card to any Shipowner. The future procedure of issuing the cards will be mutually agreed. Both unions recognise the Cyprus Shipowners Employers Association as the true representative of genuine Cypriot Shipowners.

## **Chapter 15**

### **Termination of Employment Agreement**

1. The seafarer who is forced to abandon his/her work before the agreed period of his/her service on the ship is over, and is not responsible for the loss of the ship or the seizure, is entitled to damages equal to one month's total salary, in accordance with the wage scale, if the shipowner is unable to offer equivalent employment on another vessel.

2. The seafarer is entitled to compensation for wrongful dismissal before embarkation to a half month's total salary and after embarkation to one month's total salary, in accordance with the wage scale.

3. If the seafarer was employed solely for a specified voyage, and if the voyage is subsequently altered substantially, either with regard to duration or trading pattern, he/she shall be entitled to terminate his/her employment agreement as soon as possible.

4. A seafarer may terminate his/her employment agreement, by giving one month's notice of termination to the Owners or the Master of the Ship, either in writing or verbally in the presence of a witness. However if it is before the expiry of his/her contracted period he/she is liable of the cost of his/her repatriation.

5. The Owners shall not be entitled to terminate the employment agreement of a seafarer prior to the expiry of his/her period of engagement (as specified in Chapter 1) except only that the Owners may discharge a seafarer:

I. Upon the total loss of the Ship, or

II. When the Ship has been laid up for a continuous period of a least one month, or

III. Upon the sale of the Ship, or

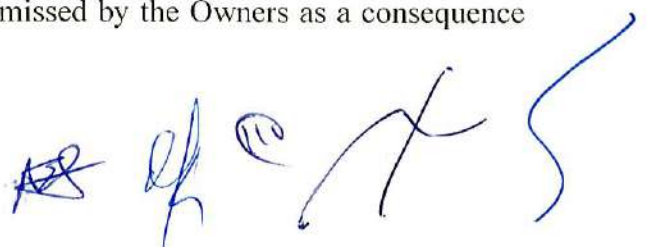
IV. Upon the misconduct of the seafarer giving rise to a lawful entitlement to dismiss, provided that in the case of dismissal for misconduct of the seafarer the Owners shall require the Master to complete an entry into the log book giving a copy to the seafarer prior to dismissal.

6. A seafarer shall be entitled to receive compensation of one month's total salary on termination of his/her employment agreement for any reason except where:

I. The termination is as a result of the expiry of an agreed period of service in his/her Employment Agreement; or

II. The termination is as a result of notice given by the seafarer as aforesaid; or

III. The seafarer is lawfully and properly dismissed by the Owners as a consequence of the seafarer's own misconduct.





## **Chapter 16**

### **Social Insurance**

The Shipowners are obliged to comply with the provisions of the currently existing legislation of Cyprus regarding social insurance.

## **Chapter 17**

### **Settlement of Collective Agreement**

Every dispute between the contracting parties, arising from the application and construction of the terms to the present Collective Agreement, is settled in accordance with the industrial Relations Code and as provided by the relevant Laws in Cyprus concerning the termination of employment.

## **Chapter 18**

### **Applicable Law**

1. Individual employment agreements shall be governed exclusively by the provisions of the present Collective Agreement and Cyprus Law.
2. Every member of the contracting Seafarers' Organisation is entitled to resort to his/her Organisation or to its various local branches for any question that might arise out of the application of the present Collective Agreement and in connection with the conditions of work, prescribed herein or by Law, pursuing through their assistance the solution of such question through the competent Cyprus Harbour or Consular authorities.

## **Chapter 19**

### **Maternity**

In the event that a crewmember becomes pregnant during the period of employment:

1. the seafarer shall advise the master as soon as the pregnancy is confirmed;
2. the Company will repatriate the seafarer as soon as reasonably possible but in no case later than the 26th week of pregnancy; and where the nature of the vessel's operations could in the circumstances be hazardous — at the first port of call.
3. the seafarer shall be entitled to two months basic pay.
4. the seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such a vacancy be available.

## **Chapter 20**

### **IMO Fund**

The additional allowance of \$30 per month for the Able Seaman and pro rata for the other ranks shall be allowed towards the onboard training cost of the Company for the Seafarers to conform with the IMO requirements in respect to the STCW 1978 Convention as amended. This amount shall not be payable to the seafarers.

## **Chapter 21**

### **Warlike Operations / High Risk Areas**

Warlike Operations areas shall be determined by the International Bargaining Forum (IBF). An updated list of IBF Warlike Operations areas shall be kept on board the vessel and shall be accessible to the crew.

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

If the vessel enters a Warlike Operations area:

- The Seafarer shall have the right not to proceed to such area. In such case, the Seafarer shall be repatriated at Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.
- The Seafarer shall be entitled to a double compensation for disability and death.
- The Seafarer shall also be paid a bonus equal to 100% of the basic wage for the durations of the ship's stay in a Warlike Operations area – subject to a minimum of 5 days' pay.
- The Seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.

In addition to areas of warlike operations, the IBF may determine High Risk Areas and define, on a case-by-case basis, the applicable seafarers' benefits and entitlements, as well as employers' and seafarers' obligations. In the event of any such designations the provisions of paragraph 1 and paragraph 2 of this Chapter shall apply. The full details of any areas so designated, as amended and updated from time to time, are attached to the CBA as Annex 1.



In case a Seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships or otherwise prevented from sailing as a result of such an act, irrespective whether such act takes place within or outside IBF designated areas, the Shipowner shall ensure that a seafarer's employment agreement shall continue to have effect, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. Wages and other entitlements under this Collective Agreement, including the remittance of any allotments, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The Shipowner shall also make every effort to provide captured Seafarers, with food, welfare, medical and other assistance as necessary.

## **Chapter 22**

### **Amendment of the Agreement**

The terms and conditions of this Agreement shall be reviewed on the expiry of the Agreement by the Unions and if at any time the Unions and the Association mutually agree on amendments and/or additions to this Agreement, such amendments and additions shall be agreed in writing and signed by the parties and considered incorporated in the Special Agreement.

## **Chapter 23**

### **Waivers and Assignments**

The Shipowners undertake not to demand or request any seafarer to enter into any document whereby, by way of waiver or assignment or otherwise, the seafarer agrees or promises to accept variations to the terms of this Agreement or return to the Shipowners, their servants or agents any wages (including Backwages) or other emoluments due or to become due to him/her under this Agreement and the Shipowners agree that any such document already in existence shall be null and void and of no legal effect.

## **Chapter 24**

### **Equality**

Each seafarer shall be entitled to work, train and live in an environment free from harassment and bullying whether sexually, racially or otherwise motivated.

A seafarer to whom this Agreement is applicable shall be covered by the terms and conditions of the Agreement from the date on which the seafarer departs from the port of engagement whether he/she has signed Articles or not, until the date when he/she signs off or returns to his/her port of engagement, or the date when the engagement comes to an end or the date when the employer's obligation to pay wages ceases whichever is the later.

## **Chapter 25**

### **Shipboard Safety Committee**

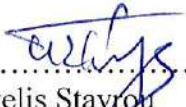
A seafarer will be appointed or elected as ship safety representative to participate in meetings of the ship's Shipboard Safety Committee. Such a committee shall be established on board a ship on which there are five or more seafarers.

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This Agreement was signed in Limassol, Cyprus on 21 December 2020, and comes into effect as of 1 January 2021 and shall continue until 31 December 2022. The signatories hereby agree that, near the expiration of the first year of the agreement, discussions will be initiated in order to review the wage scales, always taking into consideration the shipping conditions at the time. The Agreement shall continue thereafter unless either party to the Agreement gives 2 months written notice of termination to the other party.


For the Federation of Transport  
Petroleum & Agricultural Workers  
FTPAW Cyprus (SEK)

  
.....  
Pantelis Stavrou  
General Secretary

For the  
Cyprus Shipowners  
Employers Association (CY.S.E.A.)


  
.....  
Philippos Philis  
President

For the Cyprus Agricultural,  
Forestry, Transport, Ports, Seamen,  
And Allied Occupations Trade Union  
PEO (SEGDA MELIN PEO)

  
.....  
Athos Eleftheriou  
General Secretary

  
.....  
Eberhard Koch  
Vice-President

In the presence of the  
Cyprus Employers & Industrialists  
Federation

  
.....  
Michalis Antoniou  
Director-General

**WAGE SCALE FROM 1st JANUARY 2021 UNTIL 31st DECEMBER 2021  
CYPRUS CARGO VESSELS OF 800 TDW OR ABOVE**

RANK	BASIC USD\$	FOT	GOT HOURS	LEAVE DAYS	FOOD ALLOWANC E	LONG SERVICE BONUS*	IMO**	TOTAL SALARY USD\$	OT
Master			103	8					1.25
C/ENG	2267	542		605	48	151	65	3678	
CH.OFF	1162	785		310	48	77	40	2423	
2/ENG	1162	785		310	48	77	40	2423	
2/OFF	1004	678		268	48	67	40	2104	
3/ENG	1004	678		268	48	67	40	2104	
ETO	1004	678		268	48	67	40	2104	
3/OFF	835	564		223	48	56	40	1766	
4/ENG	835	564		223	48	56	40	1766	
Bosun	702		523	187	48	47	30	1537	5.07
Cook	702	592		187	48	47	30	1606	
ETR	702	592		187	48	47	30	1606	
AB Seaman	641		477	171	48	43	30	1410	4.63
Oiler	641		477	171	48	43	30	1410	4.63
O.S. Seaman	501		373	134	48	33	30	1119	3.62
Steward	568	479		152	48	38	30	1314	
Asst. Steward	536	451		143	48	36	30	1244	
Wiper/Cleaner	388		289	103	48	26	30	884	2.80
Waiter (Messman)	388		289	103	48	26	16	870	2.80
Cadet								450	

\*LONG SERVICE BONUS An additional 2 days bonus will be paid for each month of service on successful completion of 7 months and for each month thereafter.

\*\*IMO IMO is not payable to the seafarers as it is a fund to assist in their training

Tankers/Gas Carriers For tanker and gas carrier crews a 5% bonus applies on the Total Salary



**WAGE SCALE FROM 1st JULY 2022 UNTIL 31st DECEMBER 2022  
CYPRIUS CARGO VESSELS OF 800 TDW OR ABOVE**

RANK	BASIC USD\$	FOT	GOT HOURS	LEAVE DAYS	FOOD ALLOWANC E	LONG SERVICE BONUS*	IMO**	TOTAL SALARY USD\$	OT
Master			103	8					1.25
CH/ENG	2292	548		611	48	153	65	3717	
CH/OFF	1175	794		313	48	78	40	2448	
2/ENG	1175	794		313	48	78	40	2448	
2/OFF	1015	685		271	48	68	40	2126	
3/ENG	1015	685		271	48	68	40	2126	
ETO	1015	685		271	48	68	40	2126	
3/OFF	844	570		225	48	56	40	1784	
4/ENG	844	570		225	48	56	40	1784	
Bosun	710		528	189	48	47	30	1553	5.13
Cook	710	598		189	48	47	30	1623	
ETR	710	598		189	48	47	30	1623	
AB Seaman	648		482	173	48	43	30	1424	4.68
Oiler	648		482	173	48	43	30	1424	4.68
O.S. Seaman	507		377	135	48	34	30	1130	3.66
Steward	574	484		153	48	38	30	1327	
Asst. Steward	542	456		144	48	36	30	1257	
Wiper/Cleaner	392		292	105	48	26	30	893	2.83
Waiter (Messman)	392		292	105	48	26	16	879	2.83
Cadet								450	

*LONG SERVICE BONUS	An additional 2 days bonus will be paid for each month of service on successful completion of 7 months and for each month thereafter.								
**IMO	IMO is not payable to the seafarers as it is a fund to assist in their training								
Tanker/Gas Carriers	For tanker and gas carrier crews a 5% bonus applies on the Total Salary								

## Memorandum 1

### Non-Seafarers Work (Chapter 2, Section 3) – Implementation

The parties fully subscribe to the intent and the principles of Chapter 2, Section 3 of this CBA. However, they also acknowledge that, depending on the location of the port and the type of the vessel, a full implementation of the provisions contained, specifically, in the text of paragraphs 1 and 2 of Chapter 2, Section 3, may imply prior contact between the Company and various third parties, such as Charterers.

Therefore, where such communication between the Company and respective third parties is necessary, the parties agree that the full implementation of the provisions of paragraphs 1 and 2 of Chapter 2, Section 3, shall be deferred for a transitional period to be identified in each specific case between the parties of the CBA.

Such deferment shall not be longer than 1 January 2020 for container vessels operating in the following areas; Baltic Sea, Canada, North Europe and West Europe excluding Mediterranean Sea (European sub-regions as defined by the European Union).

Any disputes shall be subject to the IBF Disputes Procedure.

During any deferment of paragraphs 1 and 2 of Chapter 2, Section 3, as identified above, the following provisions shall apply:

1. Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, unstowing, pouring, trimming, classifying, sizing, stacking, unstacking as well as composing and decomposing unit loads; and also, services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlashng.

2. Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Company shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Company will not take any punitive measures against any seafarer who respects such dock workers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.

The provisions of paragraph 3 of Chapter 2, Section 3, shall apply with immediate effect as written in this CBA.



## Annex 1

### IBF LIST

of designated risk areas, with applicable benefits (as of 19 October 2019):

**1) IBF Warlike Operations Area** – 12 nm. off the mainland Yemeni Coast, excluding Maritime Security Transit Corridor (MSTC) in the Red Sea - Chart 1

- bonus equal to basic wage, payable for 5 days minimum + per day if longer;
- doubled compensations for death and disability;
- right to refuse sailing, with repatriation at company's cost and compensation equal to 2 month's basic wage

**1a) IBF Warlike Operations Area** – all ports in Yemen

- bonus equal to basic wage, payable for 5 days minimum + per day if longer;
- doubled compensations for death and disability;
- right to refuse sailing, with repatriation at company's cost and compensation equal to 2 month's basic wage

**2) "IBF High Risk Area"** – Gulf of Aden + 400 nm. off Somali East Coast (Shown in red shade on Chart 2 below, excluding the Internationally Recognized Transit Corridor (IRTC) as detailed in Chart 2)

- bonus equal to basic wage, payable for the actual duration of stay / transit;
- doubled compensations for death and disability;
- right to refuse sailing, with repatriation at company's cost
- increased BMP level

**3) "IBF Extended Risk Zone"** – West Indian Ocean and the Red Sea, up to the Yemen/Saudi Arabia border at 16° 22'N (shown on chart 2) and including the MSTC (shown on charts 1 and 3) but excluding the Warlike Operations Areas and the High Risk Area designated in 1, 1a and 2 above.

- bonus equal to basic wage, payable only on the day the vessel is attacked;
- doubled compensations for death and disability if occur on the day the vessel is attacked
- increased BMP level

**4) "IBF High Risk Area"** – Gulf of Guinea: territorial waters (12 n m.), ports and inland waterways of Nigeria and Benin (chart 4a), excluding the MEZ, SAA and the STS\* (Shown in green shade on chart 4b below, excluding the Maritime Exclusion Zone (MEZ), the Secure Anchorage Area (SAA) and the Ship-to-Ship Zone (STS) which are to be treated as IBF Extended Risk Zones with identical treatment as Designation 3 above)

- bonus equal to basic wage, payable for the actual duration of stay / transit;
- doubled compensations for death and disability;

- right to refuse sailing, with repatriation at company's cost (by submitting respective notice)
- increased security requirements

**Notes:**

- In Areas 2 and 3 above, bonuses and compensations are not payable when the vessel is anchored or berthed in secure ports, except in Somalia
- In Area 4 above, secure berthing in guarded port areas is excluded.

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**Chart 1: Warlike Area 12nm off the Yemeni Mainland coast**

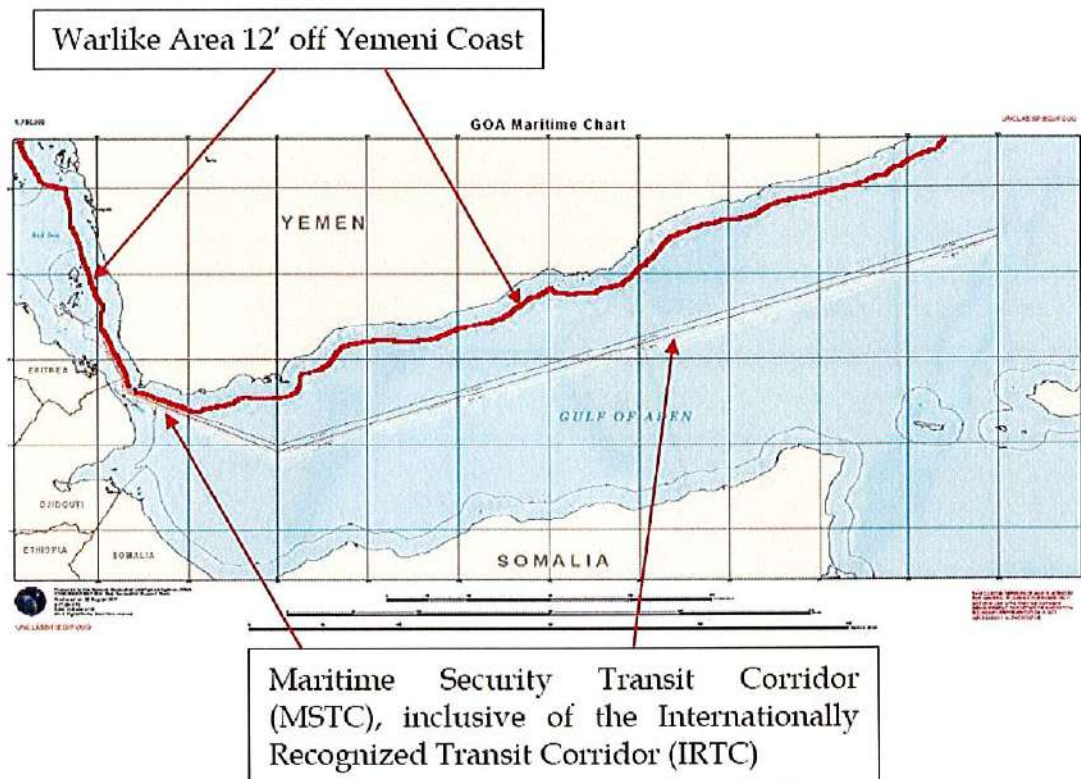
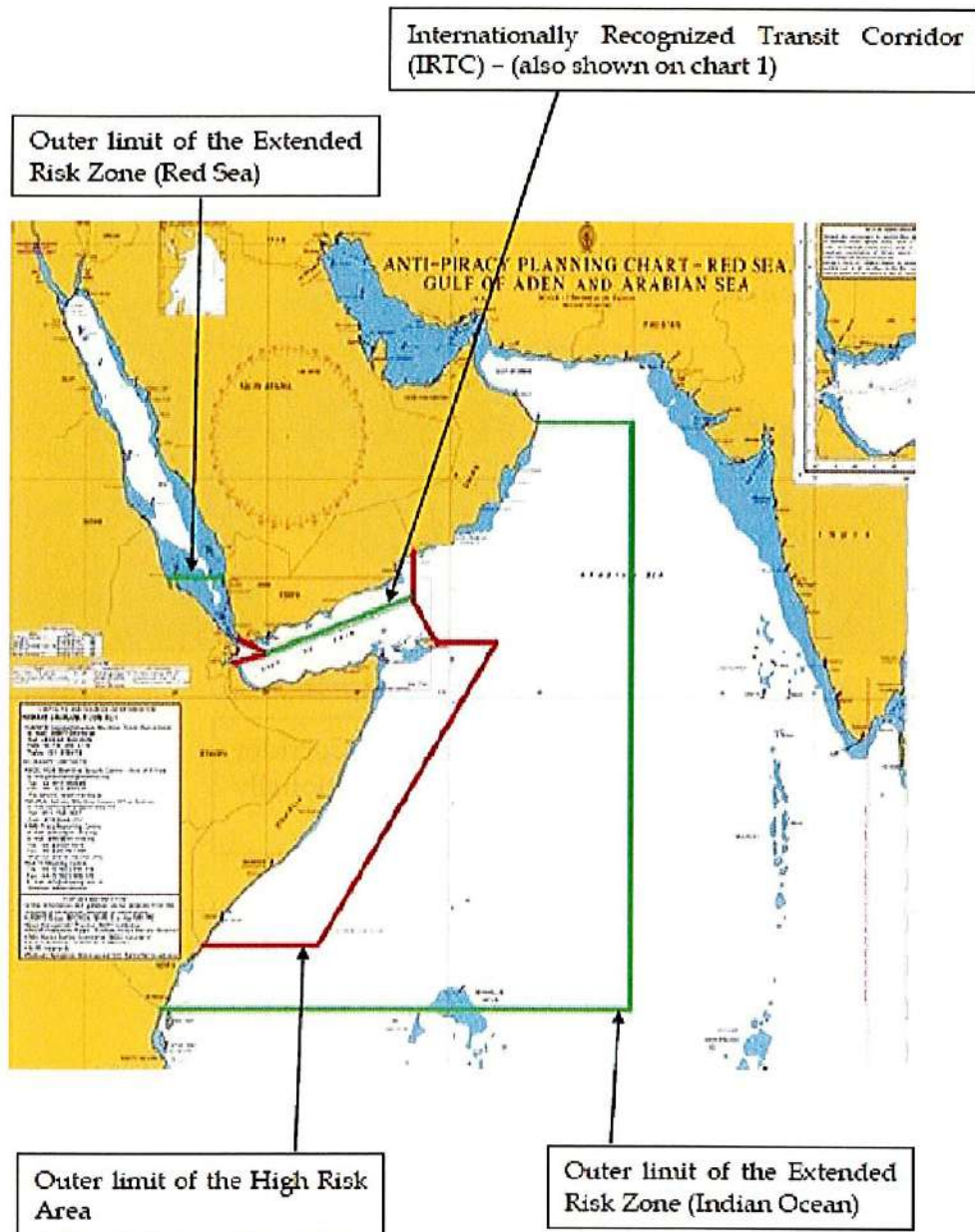


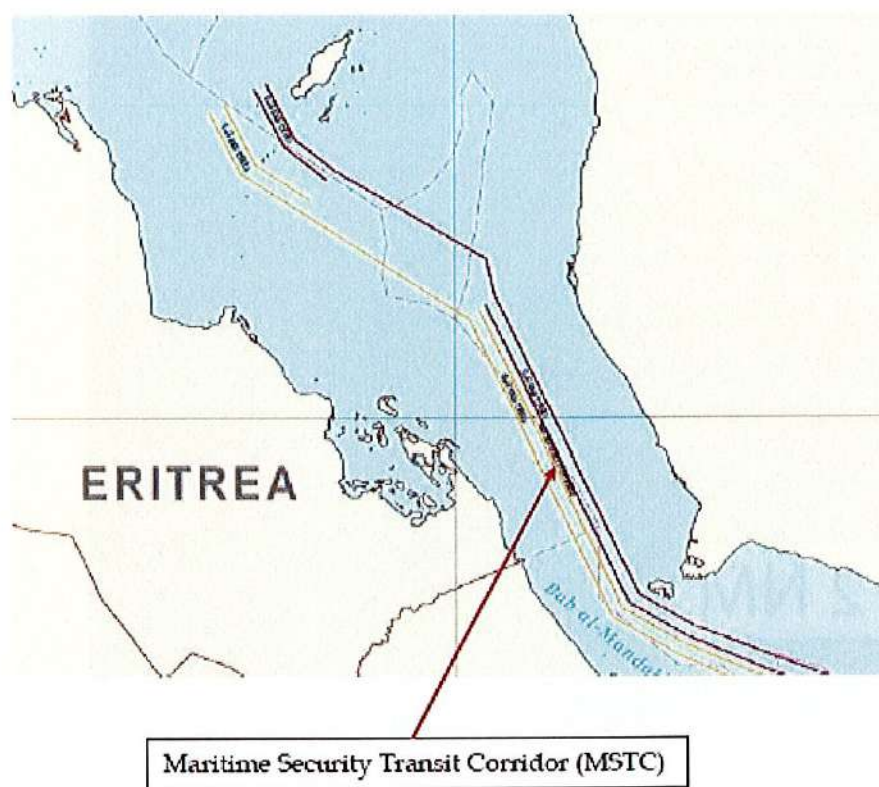
Chart 2: East Africa



*Handwritten signatures and initials in blue ink.*



**Chart 3: Maritime Security Transit Corridor (MSTC) in the Red Sea and the Bab al-Mandeb Straits**



*(Vessels transiting within the MSTC are in Extended Risk Zone, NOT Warlike Area or High Risk Area)*

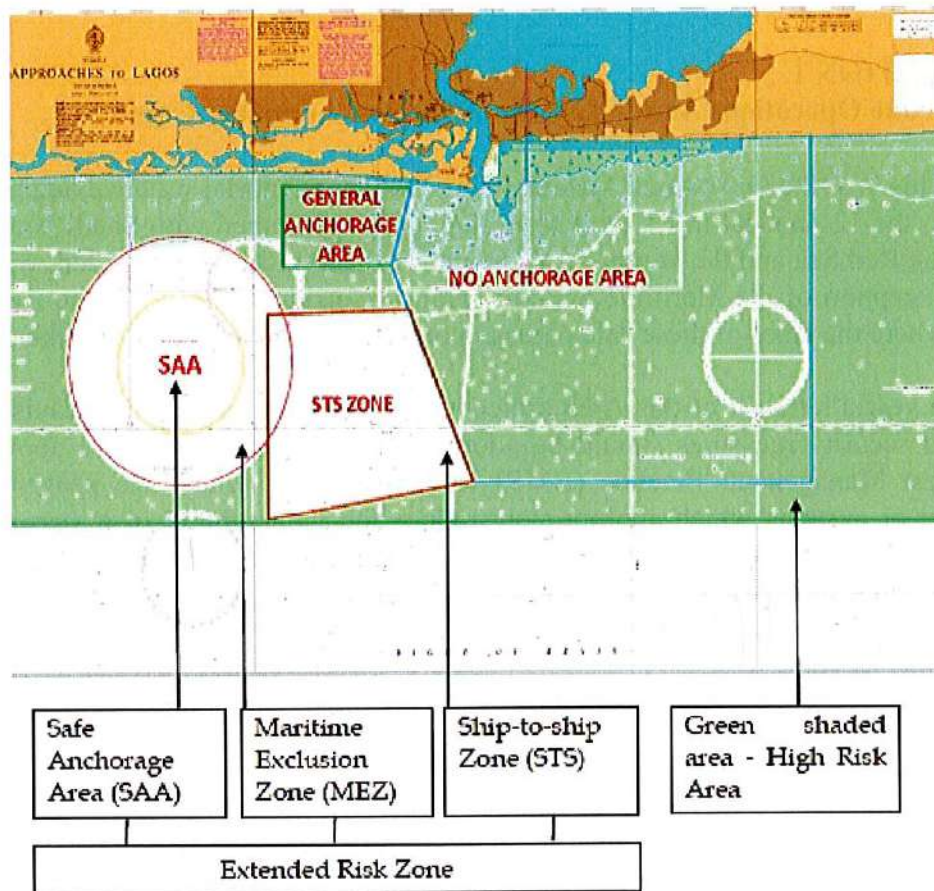
Chart 4a: West Africa – Benin and Nigeria



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Chart 4b: West Africa - MEZ, SAA, STS



## **Attachment to the IBF list of warlike and high risk designations**

The details of the areas included in the List are as follows:

### **DESIGNATION 1.**

#### **IBF Warlike Operations Area – 12 n.m. off Yemeni mainland Coast**

- This Warlike Operations Area includes Yemeni territorial waters extending up to the 12 nautical miles limit from the border of Yemen with Saudi Arabia in the Red Sea and the border of Yemen and Oman in the Gulf of Aden, with the exception of the Maritime Security Transit Corridor (MSTC) in the Red Sea where the lanes of these safe passage corridor overlap with this Warlike Area.

During a vessel's transit of this Area protection of seafarers through the provision of increased security measures should be adopted. Such measures must be above the latest Best Management Practice (BMP) level and may include the provision of personnel or systems which appropriately reduce the vulnerability of a vessel. The sufficiency of such extra security measures should be determined depending on vessel type, size, freeboard during transit and speed, with consulting and seeking advice of respective ITF union(s) where necessary.

The adoption of Best Management Practice is required as a minimum standard of protection.


During the period of transit/stay within this Warlike Area, seafarers shall be entitled to compensation amounting to 100% of the basic wage and a doubled compensation payable in case of death and disability. This entitlement should be payable for a minimum of 5 days upon the entry into the Area and further for each day of the vessel's actual stay in the Area.

In the case of vessels transiting the IBF Warlike Area, seafarers have the right not to proceed with the passage. In such an event, the seafarer concerned shall be repatriated at the company's cost with benefits accrued until date of return to the port of engagement and with the payment of 2 months' basic wage as compensation.

In order to assist the military efforts to counter piracy in this region, all vessels that are subject to a confirmed attack should report to international navies present in the area or other relevant authority, to assist in the deployment of naval resources to appropriate areas, where piracy attacks are occurring.

This Area excludes the Maritime Security Transit Corridor (MSTC) in the Red Sea established by Combined Maritime Forces (CMF). This corridor is patrolled by international naval forces and therefore recommended for a safe passage. Under this IBF List the MSTC is designated as an Extended Risk Zone (Designation 3).

This designation is in force from 0001Z on 1 March 2018.

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#### **DESIGNATION 1a.**

##### **IBF Warlike Operations Area: all ports in Yemen**

- This Area includes all ports within the country of Yemen and applies to all vessels from the time that they are berthed "all fast" alongside.

The entitlements are the same as those listed in **Designation 1** above (**IBF WOA off Yemeni mainland coast**).

The designation is in effect from 17 April 2015 until terminated by either party, with a minimum of 7 days' notice required.

#### **DESIGNATION 2.**

##### **"IBF High Risk Area": Gulf of Aden + 400 n.m. off Somali East Coast, excluding the IRTC.**

The Western Border of this High Risk Area runs from the coastline at the border of Djibouti and Somalia to position 11 48 N, 45 E; from 12 00 N, 45 E to Mayyun Island in the Bab El Mandeb Straits.

- The Eastern Border runs from Rhiy di-Irisal on Suqutra Island to position 14 18 N, 53 E; from 14 30 N, 53 E to the coastline at the border between Yemen and Oman, together with a 400 mile zone off the eastern coast of Somalia, i.e. from Suqutra Island down to the Kenian border in the South.

During a vessel's transit of this Area protection of seafarers through the provision of increased security measures should be adopted. Such measures must be above the latest Best Management Practice (BMP) level and may include the provision of personnel or systems which appropriately reduce the vulnerability of a vessel. The sufficiency of such extra security measures should be determined depending on vessel type, size, freeboard during transit and speed, with consulting and seeking advice of respective ITF union(s) where necessary.

The adoption of Best Management Practice is required as a minimum standard of protection.

During the period of transit of this High Risk Area seafarers shall be entitled to compensation amounting to 100% of the basic wage and a doubled compensation payable in case of death and disability. This entitlement should apply on each day of the vessel's stay in the High Risk Area.

In the case of vessels that will transit the IBF High Risk Area outside of the east bound and west bound lanes created under the International Recommended Transit Corridor (IRTC), seafarers have the right not to proceed with the passage. In such an event, the seafarer concerned shall be repatriated at the company's cost with benefits accrued until date of return to the port of engagement.

In order to assist the military efforts to counter piracy in this region, all vessels that are subject to a confirmed attack should report to international navies present in the area or other relevant authority, to assist in the deployment of naval resources to appropriate areas, where piracy attacks are occurring.

This designation is in force from 0001Z on 1st July 2014.

### **DESIGNATION 3.**

**“IBF Extended Risk Zone” – W. Indian Ocean and Red Sea, with the addition of the Maritime Security Transit Corridor (MSTC) which includes the Internationally Recognized Transit Corridor (IRTC).**

The coordinates of this area comprise of and stretch further than the IBF High Risk Area as outlined above.

- “The Extended Risk Zone runs from Yemen/Saudi Arabia border at 16° 22’N in the Red Sea and 22° N in the Gulf of Oman, to 65° E and 5° S. A Warlike Area or High Risk Area within these coordinates will take precedence, except for transit within the MSTC, which includes the IRTC”.

During a vessel’s transit of this area, protection of seafarers through the provision of increased security measures should be adopted. Such measures must be above the latest Best Management Practice (BMP) level and may include the provision of personnel or systems which appropriately reduce the vulnerability of a vessel. The sufficiency of such extra security measures should be determined depending on vessel type, size, freeboard during transit and speed, with consulting and seeking advice of respective ITF union(s) where necessary.

The adoption of Best Management Practice is required as a minimum standard of protection.

During the period of transit of the Extended Risk Zone, outside the area which is designated as High Risk Area, each seafarer shall be entitled to a bonus equal to 100% of the basic wage and a doubled compensation in case of injury or death - on any day during which the vessel he serving on is attacked. The proof of these entitlements shall be subject to a confirmed entry into the ship’s log book and a report of attack being lodged with recognised international reporting authorities, such as UKMTO. The maximum period when these entitlements may apply shall not exceed the number of days of the vessel’s transit of the IBF Extended Risk Zone outside the area designated as High Risk Area. For the purpose of this article an attack means any unauthorised and obvious action taken by a third party in a willful attempt to board or damage the vessel or to harm the crew which leads to the activation of the relevant vessel contingency plans including the alerting of the whole crew.

Within all of the IBF Extended Risk Zone, the above identified entitlements to extra basic pay and extra compensation for injury or death will not apply while vessels are alongside a berth, at anchor in secure anchorages off ports or attached to SBM facilities - with exception of Somali and Yemeni waters and ports.



Vessels may deviate from the MSTC lanes without affecting the terms and conditions for the seafarers onboard for collision avoidance purposes only, as long as they are returned to the original lanes, as soon as it is safe and practicable to do so.

In order to assist the military efforts to counter piracy in this region, all vessels that are subject to a confirmed attack should report to international navies present in the area or other relevant authority, to assist in the deployment of naval resources to appropriate areas, where piracy attacks are occurring.

This designation is in force from 0001Z on 16th December 2015, revised on the 1 March 2018.

#### **DESIGNATION 4.**

**“IBF High Risk Area” – Gulf of Guinea, excluding the Maritime Exclusion Zone (MEZ), the Secure Anchorage Area (SAA) and the Ship-to-Ship Zone (STS)**

This IBF High Risk Area includes:

- the territorial waters of Benin and Nigeria, including ports, terminals and roads anchorages, the delta of the Niger river, other inland waterways and port facilities, except only when the vessel is attached securely to a berth or SBM facility in a guarded port area. MEZ, SAA and STS are excluded from this High Risk Area and are considered Extended Risk Zones.

Within this Area the following provisions should apply:

All companies operating vessels or installations in the above Area should have sufficient security arrangements to safeguard their personnel, given the nature of the risk, and should provide adequate protection, advice and compensations to the crews. Specifically, the following requirements should be complied with:

Upon the vessel's entry into and, further, throughout the entire stay in the Area as specified above, seafarers must be protected by increased security measures that will provide adequate levels of safety and security on board, such as the Best Management Practice.

In the ports of the above listed countries and inland waterways and approaches to these ports, including offshore installations, extra security measures for reducing the vessel's vulnerability to an unsanctioned approach and boarding should be adopted. Such measures should, inter alia, provide for an enhanced look-out and an emergency alert/action plan securing sufficient safety for the crew and reliable contact with the authorities. The sufficiency of such extra security measures should be determined depending on the vessel's type, size and freeboard.

Prior to approaching a port, detailed local advice about the security situation should be obtained and arrivals and departures timed to coincide with security patrols operated by respective government forces, if available. Shore leave should be prohibited unless exceptional circumstances or emergencies may demand otherwise.

Normal crew changes should not be effected in any above listed country unless absolutely essential.

Under normal circumstances the company shall notify the seafarer if the vessel on which he/she is due to serve/is serving is planned to call into the Area at least 30 days prior to the entry. On receipt of this notification, the seafarer may request to exercise his/her right of repatriation at Company expense, with benefits accrued until date of return to final destination. If it proves impossible for a Company to notify a seafarer more than 30 days prior to the entry (for example due to schedule changes), the Company shall make all reasonable endeavors to repatriate the seafarer at the earliest opportunity, at Company expense, with benefits accrued until date of return to final destination.

The company should pay each seafarer agreeing to proceed into the Area a compensation amounting to 100% of the basic wage for each day of the seafarer's stay in the Area and a doubled compensation in case of death and/or disability.

In the event of an attack regular liaison should be maintained with seafarers' families to advise them of the status of respective crewmembers working in the Area and the security measures being adopted to safeguard and assist them.

Compared to the terms and conditions of the respective IBF Collective Bargaining Agreement, this agreement may lead to more favorable treatment for seafarers serving in the Area, but in no case will it undermine any existing contractual entitlements.

This designation is in force from 16th December 2015

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The bottom of the page features several handwritten marks in blue ink. On the left, there is a signature that appears to be 'J.P.' with the number '32' written above it. To the right of this is another signature. Further right is a circled number '119'. To the right of the circle is a large, stylized 'X' mark. On the far right is a long, wavy vertical line.