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. Pre-Employment

Each seafarer shall undertake to serve the Company competently and shall undertake that he/she possesses, and will exercise, the skill commensurate with the certificates that he/she declares to hold, which should be verified by the Company.

The Company shall be entitled to require that any seafarer shall have a satisfactory pre-employment medical examination, at Company expense, by a Company-nominated doctor and that the seafarer answers faithfully any questionnaire on their state of health, which may be required. Failure to do so will affect the seafarer's entitlement to compensation as per Chapters 9, 10, and 19. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this paragraph shall equally apply to seafarers who were previously employed by the Company, signed off due to medical reasons, and may be willing to be re-employed upon recovery. Any such recovered seafarer shall be treated equally to other candidates undergoing medical examination.

3. Duration of Engagement of Seafarer

The maximum duration of engagement of seafarers is nine (9) months for those working on tankers and gas carriers and ten (10) 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 Company'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.

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4. 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 from the first month of embarkation and for all months of service, following the successful completion of 8 months of service, and for each month thereafter and it will be paid as stipulated in the wage scale.

5. 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.

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

6. Tanker / Gas Carrier Allowance

A special allowance equivalent to five percent (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.

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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 the end of breakfast duties and lunch preparation, between the end of lunch duties and dinner preparation, and following dinner until breakfast preparation on the following morning. The hours of rest afforded to cater personnel shall include one period of a minimum of 6 hours and two further periods of 1 hour, but total rest hours are 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 a 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 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 continuous watchkeeping 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 are not limited to: loading, unloading, lashing, unlashing, checking, and receiving.

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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 that 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 Appendix 1.

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 of overtime or pro rata will be available per month as per guaranteed overtime in the Wage Scale (GOT).
 - i. For Cook, Steward, Assistant Steward, Fitter/Repairer, Cook C and ETR 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 hourly 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.

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- 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 a 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.

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Overtime Record

Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.

Such record (since title is 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 / Embarkation

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

During repatriation for normal reasons, the Company shall be liable for the following payments and allowances:

- a) payment of basic wages between the time of signing off 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.

The provisions of Chapter 8 shall also apply to seafarers travelling to join the vessel.

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 107,285 for the period 1 January 2024 - 31 December 2024 and 108,090 for the period 1 January 2025 - 31 December 2025 and in addition to each

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child (up to 4 max.) under the age of 18 to an amount of 21,449 for the period 1 January 2024 - 31 December 2024 and 21,610 for the period 1 January 2025 – 31 December 2025. 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 the 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 the 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 Company 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 act 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. A seafarer who suffers permanent disability as a result of an accident, whilst in the employment of 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 Company shall be liable, and the seafarer shall be entitled, in addition to sick pay, to compensation according to the provisions of the Agreement.

The Company 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 act 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

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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.

2024-2025 Disability Compensation Scale

%	Ratings	Junior Officers	Senior Officers
100			
100	106,486	141,917	177,397
75	79,829	106,439	133,047
60	63,863	85,150	106,486
50	53,219	70,960	88,699
40	42,575	56,768	70,960
30	31,932	42,575	53,219
20	21,289	28,383	35,481
10	10,644	14,193	17,740

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

Companies 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 Company or by the representative of the insurers for a payment less than the contractual amount due under this agreement. Where the nature of the personal injury makes it difficult for the Company to make 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 the 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:

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- 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.

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 Company 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.

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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 Company shall arrange to pay the amount of €7.00 as a fee for the registration and €50.00 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 Company 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 the crew who are permanent and registered members of the relevant union. In doing so, the Company 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 Company acknowledges the right of the seafarers to elect a liaison representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the seafarer's duties as a liaison representative unless the relevant union has been given adequate notice of the dismissal and the agreed grievance procedure has been observed.
- 5. The Company acknowledges the right of seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO 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.

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6. The seafarers' Unions FTPAW S.E.K. and SEGDAMELIN PEO respectively have the right to decline signing any special agreement and/or issuing a card to any Company. The future procedure of issuing the cards will be mutually agreed. Both unions recognise the Cyprus Shipping Chamber 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 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 Company 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 the 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 Company 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 for the cost of his/her repatriation.
- 5. The Company 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 Company may discharge a seafarer:
- I. Upon the total loss of the Ship, or
- II. When the Ship has been laid up, 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 Company shall require the Master to complete an entry into the logbook giving a copy to the seafarer prior to dismissal, or
- V. by giving one month's written notice to the seafarer;
- 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 Company as a consequence of the seafarer's own misconduct.

Social Insurance

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

Chapter 17

Settlement of disputes

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.
- 3. The signatories to this agreement recognise that the carefully balanced international frameworks which govern maritime social/labour matters and confer the effective exercise of jurisdiction and control on the flag state to regulate such matters, must be maintained. Based on this principle, having regard to the increasing number of States' efforts to try and apply national employment conditions to seafarers employed on foreign flag vessels calling their ports, the signatories to this agreement acknowledge that, on the balance of the States' respective claims to jurisdiction and in the absence of any evidence to the contrary that, a ship covered by this agreement has been found to be in violation of innocent passage, as is the term clearly defined in Article 19 of the United Nations Convention on the Law of the Sea (UNCLOS), the flag state effectively exercises its jurisdiction and control over the ship in all maritime

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social/labour matters, a right which is also conferred upon flag states by the Maritime Labour Convention 2006 (MLC2006) and specific provisions of UNCLOS.

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, as amended from time-to-time, 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 the Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.

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- 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 loosing 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.

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 Company 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 Company 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 Company undertakes not to demand or request any seafarer to enter into any document whereby, by way of waiver or assignment or otherwise, the seafarer agrees or promises to accept variations to the terms of this Agreement or return to the Company, their servants or agents any wages (including Backwages) or other emoluments due or to become due to him/her under this Agreement and the Company

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agrees 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 a 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 12 January 2024, and comes into effect as of 1 January 2024 and shall continue until 31 December 2025. The signatories hereby agree that, near the expiration 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 Tran	sport
Petroleum & Agricultural	Workers
FTPAW Cyprus (SEK)	

Charalambos Avgousti General Secretary For the Cyprus Shipping Chamber (CSC)

Themis Papadopoulos President

Philippos Philis

CBA Committee

Chairman

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

And Allied Occupations Trade Union PEO (SEGDAMELIN PEO)

Nadia Kyritsi General Secretary

In the presence of the Cyprus Employers & Industrialists Federation

Michalis Antoniou Director General

WAGE SCALE FROM 1st JANUARY 2024 UNTIL 31st DECEMBER 2024 CYPRUS CARGO VESSELS OF 800 TDW OR ABOVE

RANK	BASIC	FOT	GOT HOURS	GOT HOURS LEAVE DAYS		LONG	IMO**	TOTAL	TO
	SOSO				ALLOWANC E	SERVICE BONUS*		SALARY USD\$	
			103	8			Tell Silver		1.25
Master	2600	860		693	48	173	% 34	4376	
C/ENG	2356	563		628	48	157	65	3817	
CH.OFF	1207	816		322	48	80	40	2514	
2/ENG	1207	816		322	48	80	40	2514	
2/OFF	1043	704		278	48	70	40	2183	
3/ENG	1043	704		278	48	70	40	2183	
ETO	1043	704		278	48	70	40	2183	
3/OFF	898	586		231	48	58	40	1831	
4/ENG	898	586		231	48	58	40	1831	
Bosun	730		543	195	48	49	30	1594	5.27
Cook	730	615		195	48	49	30	1665	
ETR	730	615		195	48	49	30	1665	
AB Seaman	999		496	178	48	44	30	1462	4.81
Oiler	999		496	178	48	44	30	1462	4.81
O.S. Seaman	521		388	139	48	35	30	1159	3.76
Steward	290	497		157	48	39	30	1362	
Asst. Steward	222	469		148	48	37	30	1289	
Wiper/Cleaner	403		300	108	48	27	30	916	2.91
Waiter (Messman)	403		300	108	48	27	16	902	2.91
Cadet								420	
								32981	
*LONG SERVICE BONUS	An additional 2 da	ays bonus will be p	An additional 2 days bonus will be paid for each month of service on succesful completion of 8 months and for each month thereafter	of service on succ	sesful completion or	f 8 months and for	each month there	eafter.	
OMI**	IMO is not payab	le to the seafarers	IMO is not payable to the seafarers as it is a fund to assist in their training	sist in their training		The state of the s			

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For tanker and gas carrier crews a 5% bonus applies on the Total Salary

Tankers/Gas Carriers

WAGE SCALE FROM 1st JNUARY 2025 UNTIL 31st DECEMBER 2025 CYPRUS CARGO VESSELS OF 800 TDW OR ABOVE

RANK	BASIC	FOT	GOT HOURS	GOT HOURS LEAVE DAYS		LONG	**OMI	TOTAL	OT
	\$GSN				ALLOWANC E	SERVICE BONUS*	e deservation de la constant de la c	SALARY USD\$	
			103	ω					1.25
Master	2628	869		701	48	175		4421	
C/ENG	2380	569		635	48	159	99	3856	
CH.OFF	1220	824		325	48	81	40	2539	
/ENG	1220	824		325	48	81	40	2539	
2/OFF	1054	712		281	48	70	40	2205	
3/ENG	1054	712		281	48	70	40	2205	
ETO TE	1054	712		281	48	70	40	2205	
3/OFF	877	592		234	48	58	40	1849	
4/ENG	877	592		234	48	58	40	1849	
Bosun	737		549	197	48	49	30	1610	5.33
Cook	737	621	9000	197	48	49	30	1682	
ETR	737	621	50-02	197	48	49	30	1682	
AB Seaman	673		501	179	48	45	30	1476	4.86
Oiler	673		501	179	48	45	30	1476	4.86
O.S. Seaman	526		392	140	48	35	30	1171	3.80
Steward	597	503		159	48	40	30	1376	
Asst. Steward	563	474	400	150	48	38	30	1302	
Wiper/Cleaner	407		303	109	48	27	30	924	2.94
Waiter (Messman)	407		303	109	48	27	16	910	2.94
Cadet								450	
								33307	

An additional 2 days bonus will be paid for each month of service on succesful completion of 8 months and for each month thereafter. IMO is not payable to the seafarers as it is a fund to assist in their training For tanker and gas carrier crews a 5% bonus applies on the Total Salary *LONG SERVICE BONUS Tankers/Gas Carriers ·*IMO

Appendix 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 settled as per the provisions of Chapter 17 or through an alternative dispute resolution mechanism to be agreed by the parties.

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 unlashing.
- 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.

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