

**SPECIAL AGREEMENT
TO THE ver.di/IMEC – IBF GIS
COLLECTIVE BARGAINING AGREEMENT (CBA)
FOR GERMAN FLAGGED SHIPS,
APPLICABLE ONLY TO MEMBERS OF
THE JOINT NEGOTIATING GROUP OF
THE INTERNATIONAL BARGAINING FORUM (IBF)
AND ONLY FOLLOWING APPROVAL BY THE ITF LONDON**

Agreement
No.: - - - -

In compliance with the policy of the International Transport Workers' Federation (hereinafter called "The ITF") and affiliated Vereinte Dienstleistungsgewerkschaft (Transport Department), this Special Agreement is made the «VON» and effective from «BIS» and shall remain in force until «vertragsende».

BETWEEN:

- (I) Signing on its own behalf and on behalf of all seafarers serving from time to time on board of the ships managed by the company described below:

The Union:

Vereinte Dienstleistungsgewerkschaft (ver.di), Paula Thiede Ufer 10, 10179 Berlin, Germany on behalf of its own and of the **INTERNATIONAL TRANSPORT WORKERS' FEDERATION (ITF)**, whose headquarters are at 49-60 Borough Road, London SE1 1 DR United Kingdom.

and:

(II)

«REEDER»

«CO»

«Strasse_Hausnummer»

«PLZ» «Ort»

«Land»

Phone: «Telefon»

Fax: «Faxnummer»

Email: «eMail» Signing on its own behalf and on behalf of:

«REEDER_3»,

«Registered_owner»,

«REEDER_2»

«Strasse_2»

«PLZ2» «Ort_2»

«Land_2»

«Telefon_2»

«Faxnummer_2»

which are responsible for the vessel managed by the company,

in respect of the «Flagge» flag ship «Schiffsname» described in Schedule 1 hereto ("The Ship").

WHEREAS:

- 1) The ITF is an independent trade union organization comprising fully autonomous trade union organizations in transport and allied services throughout the world and individual members of the ITF allocated to the Seafarer's Department;
- 2) The Company is the owner or the agent of the owner of the Ship described in Schedule 1 hereto;
- 3) The Joint Negotiating Group is a group of employers represented in the International Bargaining Forum by individual shipping companies, owners or managers in accordance with the Constitution of the IBF and who utilise the following ITF-approved Agreement, as amended from time to time, for ships covered by this Special Agreement.
- 4) An ITF Approved Agreement is an agreement that has been approved by the appropriate body of the ITF as complying with minimum standards of employment in accordance with ITF policy.
- 5) The ITF and the Company wish to regulate the conditions of employment of all seafarers (hereinafter individually referred to as a "Seafarer") serving from time to time on board the Ship;

NOW IT IS AGREED:

Article 1: The Company undertakes as follows:

- a) To man the ship in accordance to the German Manning Regulations (SchBesV) and
- l) in the case of seafarers being members of German Union ver.di (Vereinte Dienstleistungsgewerkschaft) and holding a European Union license have to be paid in accordance to the collective agreement on wages (**Heuertarifvertrag**) and to the collective agreement on terms and conditions (**Manteltarifvertrag**) negotiated from time to time between the **Vereinte Dienstleistungsgewerkschaft (ver.di)** and the **German Shipowners' Association (VDR)**.
- The company has to ensure that all insurable German national insurances (Sozialversicherungen) are concluded or, if not possible, at least the owners part (Arbeitgeberanteil) for these insurances is being paid to the seafarer and has to be separately specified in the seafarer's employment contract.
- and
- II) In case of seafarers not covered in paragraph I) the current **ITF Approved ver.di/IMEC – IBF GIS CBA** with «**REEDER**» & «**REEDER_2**» for worldwide trading (hereinafter called the GIS Fleet Agreement) as amended from time to time.
- b) to incorporate the terms and conditions of the relevant ITF Approved Agreement into the individual contract of employment of each Seafarer (and if necessary to register the contracts with the relevant national body) and into the Ship's Articles. Any Seafarer enjoying or offered terms and conditions which taken as a whole are recognized by the ITF as more favorable to the Seafarer shall continue to enjoy or be entitled to such terms and conditions notwithstanding paragraph a) above;
- c) to conclude appropriate insurance to cover itself fully against all liabilities in the relevant ITF Approved Agreements;
- d) to furnish to the ITF forthwith copies of the following:
- ISM- Certificate
 - Certificate of Registration
 - MSM Certificate
 - A signed Special Agreement
 - Signed Collective Bargaining Agreements
 - Crew List (number, position/designation, nationality and gender)
 - Welfare Fund payments
- e) to pay to the ITF or the appropriate affiliated union of the ITF fees as stated in Schedule 2 hereto and to pay to the ITF the Welfare Fund contributions as stated in Schedule 2 hereto;
- f) to maintain on board or ashore full records of seafarers employment as listed in the agreement and that each seafarer employed on a ship shall have access to those documents relating to his employment at any reasonable time;
- g) to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to access, inspect and/or copy any documents related to crew employment and safety or other information applicable to the well being of the Seafarer, whether the Ship is in berth or not and whether or not the Seafarer is on board the Ship;
- h) to man the Ship competently and adequately so as to ensure its safe operation and in no case at a lower level than the manning scale agreed and attached hereto;
- i) not to demand or request any Seafarer to enter into any document by which the Seafarer agrees to give up any rights to which he becomes entitled as a consequence of this agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect;

- j) to ensure that neither seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual seafarers volunteer to carry out such duties; and those seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlashings, checking and receiving.
- k) to ensure that when 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
- l) to reimburse the ITF and its affiliates all reasonable costs and expenses incurred in taking action to enforce the Company's undertakings herein.
- m) In implementation of clauses j and k above, due regard should be given to "Non-Seafarers' Work" clauses and Appendix 5 of the ver.di/IMEC – IBF GIS CBA.

Article 2:

- a) The ITF undertakes, having received and approved copies of the documents referred to in Article 1 (d) above, and provided that the ITF and/or the appropriate union have received the fees and payment due under Article 1 (e) above, and further provided that there are no outstanding claims of Seafarers, to issue within one month an ITF Green Certificate (hereinafter called "the ITF Green Certificate") certifying that the Ship is covered by an ITF Approved Agreement provided that the property in the ITF Green Certificate shall at all times remain in the ITF.
- b) Provided the amount of the ITF Welfare Fund payable under Article 1e and indicated in Schedule 2 of this Agreement has been received in full and provided the Company has no outstanding debts due to seafarers and no unsettled disputes through the IBF Disputes Procedure, the ITF agrees to transfer the IBF negotiated portion of the received Welfare Fund amount to an IBF Seafarers' Support Fund account, which should be further used in line with the IBF agreed rules and procedures.
- c) The ITF undertakes to safeguard and protect all crew personal data it receives under Article 1 (d) and any crew personal data contained in documents under Article 1 (g) relating to crew employment and safety and that it will comply with the provisions of the General Data Protection Regulation (EU) 2016/679 in relation to any personal data of the Company's employees, submitted to the ITF where required to do so by law. The ITF will take all appropriate technical and organisational measures necessary against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data and will use such crew personal data only for explicit and legitimate purposes.

Article 3: This Special Agreement shall remain in force for a period of two (2) years from **«BIS»** until **«vertragsende»** and thereafter for a further period two (2) years, unless terminated in accordance with Article 4 below. For the renewal of contract, the relevant documents (see Art. 1d) must be provided by the company.

Article 4: This Special Agreement may be terminated as follows:

- a) by the ITF following notification to the Company in the event of serious default by the Company of any of its undertakings herein and in the event that the serious default is not rectified by the Company. Upon termination, the Company shall forthwith return the ITF Green Certificate to or to the order of the ITF;
- b) by either party on any annual anniversary of this Special Agreement provided that at least one month's notice of termination is given;

c) at any time by the mutual agreement of the parties hereto.

Article 5: Save in the event of a proper termination, the Company undertakes that, no later than one month prior to each anniversary of this Special Agreement, it will send to the ITF the documents referred to in Article I(d) above, and will pay the fees and payments due under Article 1 (e) above. Upon receipt and approval of same the ITF undertakes to renew the ITF Green Certificate.

Article 6: In case of any litigation the German Social and Labor Legislation applies.

SCHEDULE 1

VESSEL:	«Schiffsname»	FLAG:	«Flagge»
IMO/LLOYDS NO :	«IMONR»	OFFICIAL NO:	
CALL SIGN	«CII_Sign»		
PORT OF REGISTRY:	«Hafen_der_Registrierung»	DATE OF REGISTRY:	«Datum_der_Registrierung»
REG TONNAGE (gross/net):	«Tonnage_gross» / «Tonnage_Netto»	ENGINE HP (NHP/IHP/BHP):	«PS»
REG OWNER:	«Registered_owner»	MANAGER:	«REEDER»
BEN OWNER:	«Beneficial_owner»	AGENT:	
GERMAN OR EUROPEAN UNION LICENCE HOLDERS	«deutsche_seefahrer»	SEAFARERS COVERED BY THE GIS FLEET AGREEMENT	«ausländische_Seefahrer»

The following manning of «Schiffsname» has been agreed with the company:

number	Rank	°
1	Master	
5	1st Nav Officer	
5	3rd Nav Officer	
2	Chief Eng Officer	
4	Chief Eng Officer	
5	Chief Eng Officer	
1	1st Eng Officer	
5	Ratings	
1	Jun./Train./Cad.	

Number of Officers: «Anzahl_Officers»

Number of Ratings: «Anzahl_Ratings»

Number of Jun./Train./Cad.: «Anzahl_Trainees»

Total Seafarers: «Anzahl_Seeleute»

* these Seamen are employed by «REEDER_2»

** these Seamen are employed by «REEDER»

SCHEDULE 2

FEES		
US\$ «itf_fees_p_seafarer» per position/year:	«Fees_for_invoice» positions	US\$ 0,00
WELFARE FUND		
US\$ «Welfare_p_Seafarer» per position/year:	«Welfare_for_invoice» positions	US\$ 0,00
TOTAL/year:		US\$ 0,00
The sum of US\$ 0,00	is equivalent to	€ «Beitrag_in_DM»

GIS ver.di - IMEC/IBF Wage Scale effective from 01.01.2023- 31.12.2023									
RANK ^{1,2)}	Basic Wages	Monthly Fixed OT*	Guaranteed Monthly OT. 103 h ³⁾	Leave Pay 8 Days Monthly	Sub allow. 8 days at \$19	Monthly Total	OT p/h	SF ⁴⁾	Gross Wages
Master	\$3.218	\$2.883		\$858	\$153	\$7.112	\$23,22	\$9	\$7.121
Ch.Engineer ⁴⁾	\$2.818	\$2.525		\$751	\$153	\$6.247	\$20,34	\$9	\$6.256
Chief Nav. Officer/1st Eng. Officer	\$2.144	\$1.921		\$572	\$153	\$4.790	\$15,47	\$9	\$4.799
2nd Nav./2nd Eng. Off.	\$1.461	\$1.309		\$390	\$153	\$3.313	\$10,54	\$9	\$3.322
3rd.Nav./3rd Eng.Off.	\$1.253	\$1.123		\$334	\$153	\$2.863	\$9,04	\$9	\$2.872
Radio-Off./Electr.Eng.Off.	\$1.466	\$1.314		\$391	\$153	\$3.324	\$10,58	\$9	\$3.333
Electrician	\$1.074		\$798	\$286	\$153	\$2.311	\$7,75	\$9	\$2.320
Boatswain/Pumpman/Fitter/Repairer/Chief Cook/Donkeyman/Carpenter/Storekeeper	\$756		\$562	\$202	\$153	\$1.673	\$5,46	\$9	\$1.682
Able Seaman/Motorman/Oiler/Greaser	\$677		\$504	\$181	\$153	\$1.515	\$4,89	\$9	\$1.524
Cook ⁵⁾	\$595		\$442	\$159	\$153	\$1.349	\$4,29	\$9	\$1.358
Ord. Seaman, Wiper, Messman	\$523		\$388	\$139	\$153	\$1.203	\$3,77	\$9	\$1.212
Steward / Messman	\$509		\$378	\$136	\$153	\$1.176	\$3,67	\$9	\$1.185
*On two watch system vessels the Officer carrying out the watches has to receive single overtime exceeding 124 hours per month									
1. Any general purpose rating shall receive 10% higher basic wages and allowances compared to the highest rank of the positions hers/his job designation is supposed to cover.									
2. A Seafarer who is over the age of 18 and who is not listed among the categories of ratings shall be paid at least the equivalent rate of an Ordinary Seaman.									
3. In case no proper overtime records are kept, as required in the current Collective Bargaining Agreement (CBA), the Seafarer shall be paid a lump sum for overtime worked calculated at 140 hours at the hourly overtime rate.									
4. Chief Eng. Officer below 3.000 kW: 1 st Eng. Officer wages apply and Chief Eng. Officer below 750kW: 2 nd Eng. Officer wages apply. In case the Chief Eng. is engaged in opening/closing the hatches or mooring/unmooring the vessel he is entitled to a bonus of US\$ 193,- per month.									
5. For vessels manned with 10 or less crew the Cook shall be paid as Cook, for vessels with 11 or more crew Chief Cook wages apply.									
6. The costs of IMO Training shall be borne by the company.									
7. In case of injury due to work accident, the seafarer is entitled to sickness provisions (medical treatment/medical wages) for a period of ca. 26 weeks from the company, and thereafter to medical treatment and medical wages for further 52 weeks from the insurance company (BG - Verkehr), provided he supplies the necessary sick-note continuously to the BG - Verkehr. In case of assessed disability of more than 20 %, the seafarer is entitled to an accident pension from the BG - Verkehr.									
8. SF: Seafarers Fees in accordance to §31.2 of the CBA. Seafarers Fees have to be paid annually as specified in the special agreement.									

GIS ver.di - IMEC/IBF Wage Scale effective from 01.01.2024- 31.12.2024

RANK ^{1,2)}	Basic Wages	Monthly Fixed OT*	Guaranteed Monthly OT. 103 h ³⁾	Leave Pay 8 Days Monthly	Sub allow. 8 days at \$19	Monthly Total	OT p/h	SF ⁸⁾	Gross Wages
Master	\$3.351	\$3.002		\$894	\$153	\$7.400	\$24,18	\$9	\$7.409
Ch.Engineer ⁴⁾	\$2.939	\$2.633		\$784	\$153	\$6.509	\$21,21	\$9	\$6.518
Chief Nav. Officer/1st Eng. Officer	\$2.238	\$2.005		\$597	\$153	\$4.993	\$16,15	\$9	\$5.002
2nd Nav./2nd Eng. Off.	\$1.524	\$1.366		\$406	\$153	\$3.449	\$11,00	\$9	\$3.458
3rd.Nav./3rd Eng.Off.	\$1.300	\$1.165		\$347	\$153	\$2.965	\$9,38	\$9	\$2.974
Electr.Eng.Off.	\$1.530	\$1.371		\$408	\$153	\$3.462	\$11,04	\$9	\$3.471
Electrician	\$1.120		\$832	\$299	\$153	\$2.404	\$8,08	\$9	\$2.413
Boatswain/Pumpman/Fitter/Repairer/Chief Cook/Donkeyman/Carpenter/Storekeeper	\$802		\$596	\$214	\$153	\$1.765	\$5,79	\$9	\$1.774
Able Seaman/Motorman/Oiler/Greaser	\$706		\$525	\$188	\$153	\$1.572	\$5,10	\$9	\$1.581
Cook ⁵⁾	\$620		\$460	\$165	\$153	\$1.398	\$4,47	\$9	\$1.407
Ord. Seaman, Wiper, Messman	\$541		\$402	\$144	\$153	\$1.240	\$3,90	\$9	\$1.249
Steward / Messman	\$527		\$391	\$141	\$153	\$1.212	\$3,80	\$9	\$1.221

*On two watch system vessels the Officer carrying out the watches has to receive single overtime exceeding 124 hours per month

1. Any general purpose rating shall receive 10% higher basic wages and allowances compared to the highest rank of the positions hers/his job designation is supposed to cover.

2. A Seafarer who is over the age of 18 and who is not listed among the categories of ratings shall be paid at least the equivalent rate of an Ordinary Seaman.

3. In case no proper overtime records are kept, as required in the current Collective Bargaining Agreement (CBA), the Seafarer shall be paid a lump sum for overtime worked calculated at 140 hours at the hourly overtime rate.

4. Chief Eng. Officer below 3.000 kW: 1st Eng. Officer wages apply and Chief Eng. Officer below 750kW: 2nd Eng. Officer wages apply. In case the Chief Eng. is engaged in opening/closing the hatches or mooring/unmooring the vessel he is entitled to a bonus of US\$ 193,- per month.

5. For vessels manned with 10 or less crew the Cook shall be paid as Cook, for vessels with 11 or more crew Chief Cook wages apply.

6. The costs of IMO Training shall be borne by the company.

7. In case of injury due to work accident, the seafarer is entitled to sickness provisions (medical treatment/medical wages) for a period of ca. 26 weeks from the company, and thereafter to medical treatment and medical wages for further 52 weeks from the insurance company (BG - Verkehr), provided he supplies the necessary sick-note continuously to the BG - Verkehr. In case of assessed disability of more than 20 %, the seafarer is entitled to an accident pension from the BG - Verkehr.

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RANK ^{1,2)}	Basic Wages	Monthly Fixed OT*	Guaranteed Monthly OT. 103 h ³⁾	Leave Pay 8 Days Monthly	Sub allow. 8 days at \$19	Monthly Total	OT p/h	SF ⁸⁾	Gross Wages
Master	\$3.418	\$3.063		\$911	\$153	\$7.545	\$24,67	\$9	\$7.554
Ch.Engineer ⁴⁾	\$3.001	\$2.689		\$800	\$153	\$6.643	\$21,66	\$9	\$6.652
Chief Nav. Officer/1st Eng. Officer	\$2.285	\$2.047		\$609	\$153	\$5.094	\$16,49	\$9	\$5.103
2nd Nav./2nd Eng. Off.	\$1.558	\$1.396		\$415	\$153	\$3.522	\$11,24	\$9	\$3.531
3rd.Nav./3rd Eng.Off.	\$1.322	\$1.185		\$353	\$153	\$3.013	\$9,54	\$9	\$3.022
Electr.Eng.Off.	\$1.570	\$1.407		\$419	\$153	\$3.549	\$11,33	\$9	\$3.558
Electrician	\$1.141		\$848	\$304	\$153	\$2.446	\$8,23	\$9	\$2.455
Boatswain/Pumpman/Fitter/Repairer/Chief Cook/Donkeyman/Carpenter/Storekeeper	\$826		\$614	\$220	\$153	\$1.813	\$5,96	\$9	\$1.822
Able Seaman/Motorman/Oiler/Greaser	\$719		\$535	\$192	\$153	\$1.599	\$5,19	\$9	\$1.608
Cook ⁵⁾	\$632		\$470	\$169	\$153	\$1.424	\$4,56	\$9	\$1.433
Ord. Seaman, Wiper, Messman	\$552		\$410	\$147	\$153	\$1.262	\$3,98	\$9	\$1.271
Steward / Messman	\$539		\$401	\$144	\$153	\$1.237	\$3,89	\$9	\$1.246

*On two watch system vessels the Officer carrying out the watches has to receive single overtime exceeding 124 hours per month

- Any general purpose rating shall receive 10% higher basic wages and allowances compared to the highest rank of the positions hers/his job designation is supposed to cover.
- A Seafarer who is over the age of 18 and who is not listed among the categories of ratings shall be paid at least the equivalent rate of an Ordinary Seaman.
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- In case of injury due to work accident, the seafarer is entitled to sickness provisions (medical treatment/medical wages) for a period of ca. 26 weeks from the company, and thereafter to medical treatment and medical wages for further 52 weeks from the insurance company (BG - Verkehr), provided he supplies the necessary sick-note continuously to the BG - Verkehr. In case of assessed disability of more than 20 %, the seafarer is entitled to an accident pension from the BG - Verkehr.
- SF: Seafarers Fees in accordance to §31.2 of the CBA. Seafarers Fees have to be paid annually as specified in the special agreement.

Date and place: **Berlin / «Ort» / «Ort_2», «VON»**

With the signature **«REEDER» & «REEDER_2»** confirms to have approved and signed the entire text on all pages of this **Special Agreement for MV «Schiffsname»**.

the company/on behalf of the company who is duly authorized by the owner of the Ship to sign on its behalf:
«REEDER»

signed on behalf of the ITF
Susana Pereira Ventura
Head of ITF Flag of Convenience
Campaign & Agreements Germany