

SPECIAL AGREEMENT

TO THE TOTAL CREW COST COLLECTIVE BARGAINING

AGREEMENT (CBA)

In compliance with the policy of the International Transport Workers' Federation (hereinafter called "The ITF") and affiliated Vereinte Dienstleistungsgewerkschaft (Seafarers Section), 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 the ship 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 »	« REEDER_2 »
«CO»	
«Strasse_Hausnummer»	«Strasse_2»
«PLZ» «Ort»	«PLZ2» «Ort_2»
«Land»	«Land_2»
Phone: «Telefon»	«Telefon_2»
Fax: «Faxnummer»	«Faxnummer_2»
Email: «eMail»	
Signing on its own behalf and on behalf of:	
« REEDER_3 »,	
« Registered_owner »,	

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 organisation comprising fully autonomous trade union organisations in transport and allied services throughout the world and individual members of the ITF allocated to the Special Seafarers' Department;
- 2) The Company is the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship described in Schedule 1 from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with the MLC 2006, regardless of whether any other organization or persons fulfill certain of the duties or responsibilities on behalf of the shipowner of the Ship;
- 3) 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 employ each seafarer in accordance with,
- I) in the case of seafarers being members of German Union ver.di (Vereinte Dienstleistungsgewerkschaft) and holding a European Union licence 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) all crew members named under Art. 1a) I) are fully covered by the **German Works Labour Constitution Act (Betriebsverfassungsgesetz)** and all shop agreements agreed between «REEDER», «Ort» and their works council remain in force
- III) all other seafarers not mentioned Art. 1. a) I), have to be paid as per current **ITF approved German Total Crew Cost CBA** with «REEDER» & «REEDER_2» for worldwide trading (hereinafter called the ITF Total Crew Cost CBA) as amended from time to time in accordance with Article 6 below;
- 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 favourable 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
 - Valid P&I Cover
 - A signed ver.di/IBF Special Agreement
 - Signed Collective Bargaining Agreements
 - Crew List (number, position/designation, nationality and gender)
 - Employment contracts
- e) to pay to the ITF or the appropriate affiliated union of the ITF seafarers 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 keep on board or ashore full records of all hours worked by Seafarers, all payments made to Seafarers, monthly payrolls and/or individual payslips of Seafarers, copies of the Special Agreement, ITF Approved Agreements and ITF Blue Certificate to be issued under Article 2 hereof and to allow each Seafarer access to these documents at all times;
- 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 all documents

Page 2 of 10 of the Special Agreement between **ITF** and «**REEDER**» & «**REEDER_2**»
effective from «**BIS**» until «**Vertragsende**»

With the signature the company & «REEDER_2» confirms to have approved and signed the entire text on all pages (Pages 1 to 10) of this Special Agreement for MV «Schiffsname».

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 agreed manning scale contained in the ITF Approved Agreement and/or 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, unlash, 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 Annex 4 of the German Total Crew Cost 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 contributions payable under Article 1 (e) above, and further provided that there are no outstanding claims of Seafarers, to issue an ITF Blue Certificate (hereinafter called "the ITF Blue Certificate") certifying that the Ship is covered by an ITF Approved Agreement provided that the property in the ITF Blue Certificate shall at all times remain in the ITF.
- b) 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 and thereafter for a further period of 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 immediately upon notification to the Company in the event of default by the Company of any of its undertakings herein. Upon termination, the Company shall forthwith return the ITF Blue 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 1 (d) above, and will pay the fees and contributions payable under Article 1 (e) above. Upon receipt and approval of same the ITF undertakes to renew the ITF Blue Certificate.

Article 6: The ITF shall be entitled to change the rates in the relevant ITF Approved Agreements and the rates shown in Schedule 2 hereto upon 2 months notice to the Company whereupon the changed rates shall come into force from the date specified.

Article 7: All notices given by the Company and the ITF hereunder shall be given in writing addressed to the ITF at its address hereinbefore described and to the company at the address described in Schedule 1 hereto.

SCHEDULE 1

NAME OF VESSEL:	«Schiffsname»
LLOYDS REGISTER NUMBER:	«IMONR»
PORT OF REGISTRY:	«Hafen_der_Registrierung»
DATE OF REGISTRY:	«Datum_der_Registrierung»
REGISTERED TONNAGE (gross/net):	«Tonnage_gross» / «Tonnage_Netto»
ENGINE HORSEPOWER (NHP/IHP/BHP):	«PS»
NUMBER OF SEAMEN AND APPRENTICES FOR WHICH ACCOMMODATION IS CERTIFIED:	«Anzahl_Seeleute»

REGISTERED MANAGING OWNER OR MANAGER

«REEDER»	«REEDER_2»
«Strasse_Hausnummer»	«Strasse_2»
«PLZ» «Ort»	«PLZ2» «Ort_2»
«Land»	«Land_2»
Phone: «Telefon»	«Telefon_2»
Fax: «Faxnummer»	«Faxnummer_2»

SCHEDULE 2

SEAFARERS FEES

US\$ «itf_fees_p_seafarer» per «Fees_for_invoice» US\$ 0,00
position/year: positions

WELFARE FUND

US\$ «Welfare_p_Seafarer» per «Welfare_for_invoice» US\$ 0,00
position/year: positions

TOTAL/YEAR:

The sum of US\$ 0,00 is equivalent to US\$ 0,00 €
«Beitrag_in_DM»

ADDENDUM

To the Special Agreement for «**Schiffsname**» effective from «**BIS**» until «**vertragsende**».

The following manning 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**»

ver.di TCC wage scale effective from 01.01.2023 until 31.12.2023								
	Wages						Contri- bution	
RANK ^{1),2)}	Basic Monthly Wage US\$	Fixed monthly OT.	Leave Pay 8 Days Monthly	Sub allow. 8 days à \$ 19	Seafarers' Total Cash		SF ⁸⁾	Gross Wages
Master	\$3.338	\$2.003	\$890	\$152	\$6.383		\$9	\$6.392
Chief Engineer ⁴⁾	\$2.987	\$1.792	\$797	\$152	\$5.728		\$9	\$5.737
Chief Officer / 1st Eng.	\$2.207	\$1.324	\$589	\$152	\$4.272		\$9	\$4.281
2nd Off. / 2nd Eng. / Electr. Eng.	\$1.796	\$1.078	\$479	\$152	\$3.505		\$9	\$3.514
3rd Officer / 3rd Eng.	\$1.670	\$1.002	\$445	\$152	\$3.269		\$9	\$3.278
		Guaranteed Monthly OT. 103 hrs ³⁾				Overtime rate per hour		
Electrician	\$1.183	\$881	\$315	\$152	\$2.531	\$8,55	\$9	\$2.540
Bosun / Fitter / Repairer / Chief Cook / Pumpman	\$886	\$659	\$236	\$152	\$1.933	\$6,40	\$9	\$1.942
AB / Oiler / Greaser / Motorman	\$791	\$589	\$211	\$152	\$1.743	\$5,72	\$9	\$1.752
Cook ⁵⁾	\$791	\$589	\$211	\$152	\$1.743	\$5,72	\$9	\$1.752
Messroom / Steward	\$675	\$503	\$180	\$152	\$1.510	\$4,88	\$9	\$1.519
OS / Wiper ⁶⁾	\$591	\$440	\$158	\$152	\$1.341	\$4,27	\$9	\$1.350
<p>1. Any general purpose rating shall receive 10% higher basic wages and subsistence allowance compared to the highest rank of the positions hers/his job designation is supposed to cover.</p> <p>2. No Seafarer employed in the Deck, Engine or Catering department who is 18 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.</p> <p>3. In case no proper overtime record is kept by the Master or the Officer in charge, the crewmember is automatically entitled to a lumpsum of 180h / monthly overtime.</p> <p>4. Chief Eng. below 3000 kW: 1st Eng. wages apply and Chief Eng. below 750 kW: 2nd Eng. 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\$ 197,00 per month.</p> <p>5. For vessels manned with 11 or more crew Chief Cook wages apply.</p> <p>6. Ordinary Seaman or Wiper engaged in watchkeeping (except for training purposes) are paid a Bonus of US \$ 100 per month.</p> <p>7. Each seafarer shall have free calls and access to email on board as per CBA. The costs of onboard IMO Training shall be borne by the company.</p> <p>8. SF: Seafarers Fees in accordance to §30.2 of the CBA. Seafarers Fees have to be paid annually as specified in the special agreement.</p>								

ver.di TCC wage scale effective from 01.01.2024 until 31.12.2024								
	Wages						Contri- bution	
RANK ^{1),2)}	Basic Monthly Wage US\$	Fixed monthly OT.	Leave Pay 8 Days Monthly	Sub allow. 8 days à \$ 19	Seafarers' Total Cash		SF ⁸⁾	Gross Wages
Master	\$3.474	\$2.084	\$926	\$152	\$6.636		\$9	\$6.645
Chief Engineer ⁴⁾	\$3.113	\$1.868	\$830	\$152	\$5.963		\$9	\$5.972
Chief Officer / 1st Eng.	\$2.298	\$1.379	\$613	\$152	\$4.442		\$9	\$4.451
2nd Off. / 2nd Eng. / Electr. Eng.	\$1.870	\$1.122	\$499	\$152	\$3.643		\$9	\$3.652
3rd Officer / 3rd Eng.	\$1.726	\$1.036	\$460	\$152	\$3.374		\$9	\$3.383
		Guaranteed Monthly OT. 103 hrs ³⁾				Overtime rate per hour		
Electrician	\$1.222	\$909	\$326	\$152	\$2.609	\$8,83	\$9	\$2.618
Bosun / Fitter / Repairer / Chief Cook / Pumpman	\$924	\$688	\$246	\$152	\$2.010	\$6,68	\$9	\$2.019
AB / Oiler / Greaser / Motorman	\$817	\$608	\$218	\$152	\$1.795	\$5,90	\$9	\$1.804
Cook ⁵⁾	\$817	\$608	\$218	\$152	\$1.795	\$5,90	\$9	\$1.804
Messroom / Steward	\$690	\$514	\$184	\$152	\$1.540	\$4,99	\$9	\$1.549
OS / Wiper ⁶⁾	\$617	\$459	\$165	\$152	\$1.393	\$4,46	\$9	\$1.402
<p>1. Any general purpose rating shall receive 10% higher basic wages and subsistence allowance compared to the highest rank of the positions hers/his job designation is supposed to cover.</p> <p>2. No Seafarer employed in the Deck, Engine or Catering department who is 18 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.</p> <p>3. In case no proper overtime record is kept by the Master or the Officer in charge, the crewmember is automatically entitled to a lumpsum of 180h / monthly overtime.</p> <p>4. Chief Eng. below 3000 kW: 1st Eng. wages apply and Chief Eng. below 750 kW: 2nd Eng. 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\$ 197,00 per month.</p> <p>5. For vessels manned with 11 or more crew Chief Cook wages apply.</p> <p>6. Ordinary Seaman or Wiper engaged in watchkeeping (except for training purposes) are paid a Bonus of US \$ 100 per month.</p> <p>7. Each seafarer shall have free calls and access to email on board as per CBA. The costs of onboard IMO Training shall be borne by the company.</p> <p>8. SF: Seafarers Fees in accordance to §30.2 of the CBA. Seafarers Fees have to be paid annually as specified in the special agreement.</p>								

ver.di TCC wage scale effective from 01.01.2025 until 31.12.2025								
	Wages						Contri- bution	
RANK ^{1),2)}	Basic Monthly Wage US\$	Fixed monthly OT.	Leave Pay 8 Days Monthly	Sub allow. 8 days à \$ 19	Seafarers' Total Cash		SF ⁸⁾	Gross Wages
Master	\$3.546	\$2.128	\$946	\$152	\$6.772		\$9	\$6.781
Chief Engineer ⁴⁾	\$3.177	\$1.906	\$847	\$152	\$6.082		\$9	\$6.091
Chief Officer / 1st Eng.	\$2.348	\$1.409	\$626	\$152	\$4.535		\$9	\$4.544
2nd Off. / 2nd Eng. / Electr. Eng.	\$1.909	\$1.145	\$509	\$152	\$3.715		\$9	\$3.724
3rd Officer / 3rd Eng.	\$1.758	\$1.055	\$469	\$152	\$3.434		\$9	\$3.443
		Guaranteed Monthly OT. 103 hrs ³⁾				Overtime rate per hour		
Electrician	\$1.242	\$924	\$331	\$152	\$2.649	\$8,97	\$9	\$2.658
Bosun / Fitter / Repairer / Chief Cook / Pumpman	\$960	\$715	\$256	\$152	\$2.083	\$6,94	\$9	\$2.092
AB / Oiler / Greaser / Motorman	\$830	\$618	\$221	\$152	\$1.821	\$6,00	\$9	\$1.830
Cook ⁵⁾	\$830	\$618	\$221	\$152	\$1.821	\$6,00	\$9	\$1.830
Messroom / Steward	\$700	\$521	\$187	\$152	\$1.560	\$5,06	\$9	\$1.569
OS / Wiper ⁶⁾	\$631	\$470	\$168	\$152	\$1.421	\$4,56	\$9	\$1.430
<p>1. Any general purpose rating shall receive 10% higher basic wages and subsistence allowance compared to the highest rank of the positions hers/his job designation is supposed to cover.</p> <p>2. No Seafarer employed in the Deck, Engine or Catering department who is 18 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.</p> <p>3. In case no proper overtime record is kept by the Master or the Officer in charge, the crewmember is automatically entitled to a lumpsum of 180h / monthly overtime.</p> <p>4. Chief Eng. below 3000 kW: 1st Eng. wages apply and Chief Eng. below 750 kW: 2nd Eng. 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\$ 197,00 per month.</p> <p>5. For vessels manned with 11 or more crew Chief Cook wages apply.</p> <p>6. Ordinary Seaman or Wiper engaged in watchkeeping (except for training purposes) are paid a Bonus of US \$ 100 per month.</p> <p>7. Each seafarer shall have free calls and access to email on board as per CBA. The costs of onboard IMO Training shall be borne by the company.</p> <p>8. SF: Seafarers Fees in accordance to §30.2 of the CBA. Seafarers Fees have to be paid annually as specified in the special agreement.</p>								

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

«REEDER_2»