

Declaration of Maritime Labour Compliance – Part II

***Based on the Singapore MPA DECLARATION OF MARITIME LABOUR COMPLIANCE –
PART I***

Measures adopted to ensure on-going compliance between inspections

The following measures have been drawn up by the Shipowner (The Company), named in the Maritime Labour Certificate to which this Declaration is attached, to ensure on-going compliance between inspections:

(State below the measures drawn up to ensure compliance with each of the items in Part I)

1. Minimum age (Regulation 1.1)



No Persons under the age of 18 Years of age will be engaged as Seafarers. Third Party Crewing Agencies/Managers will be appointed only if in full compliance with MLC and Flag State requirements. Crewing Agencies/Managers shall be in compliance with HSEQ Manual.

Source Reference:

HSEQ Manual/Personnel Manual/001 Personnel Policy Section 2. Engagements.....

HSEQ Manual/Crewing Procedures and Reference File/ 9 Age limit on Employment.....

No person under the age of 18 (a young seafarer in terms of the MLC 2006 Regulations) will be engaged aboard a ship as a member of the crew.

HSEQ Manual/Reporting Forms Manual/Form 4.1.16. Signing on Form

Letter to Crew Manning Agents confirming Minimum Age requirement (To ensure on-going conformance).....

HSEQ Manual/Personnel Manual/001 Personnel Policy/3 Contract (s).....

2. Medical Certification (Regulation 1.2)



Prior to beginning work on a ship, any seafarer employed holds a valid medical fitness certificate attesting that the seafarer is medically fit. Medical fitness certificates to seafarers are to be issued in accordance with provisions outlined in MPA Shipping Circular 18 of 2012.

Source Reference:

HSEQ Manual/Personnel Manual/ 003 Conditions of Employment, Sect. 11 Medical and Examinations.....

Letter to MPA Singapore requesting approved MPA Medical Practitioners.....

3. Qualifications of seafarers (Regulation 1.3)



All seafarers working on board any ship shall be trained or certified as competent to perform their duties. Training and certification shall be in accordance with the mandatory instruments adopted by the International Maritime Organization, including the STCW Convention.

Crew will go through safety familiarisation training prior to commencing their duties on board the ship.

Source Reference:

HSEQ Manual/Personnel Manual/009a Certification Matrix - Bulklers.....

HSEQ Manual/Personnel Manual/ 001 Personnel Policy Sect. 11.0 Training and Develop.....

HSEQ Manual/Personnel Manual/ 002 Manpower Sect. 1 Manning Scales and Standards.....

HSEQ Manual/Forms Manual/Ship Specific Familiarisation Training Form 4.1.2(B1 to B5).....

4. Seafarers' employment agreements (Regulation 2.1)



All seafarers working on board any ship shall have a signed seafarers' employment agreement, the agreement is to be signed by both the seafarer and a representative of The Company. The Company shall ensure that clear information on the conditions of employment, including a copy of the seafarers' employment conditions, are easily obtainable on board by seafarers. Any collective bargaining agreement will be incorporated as part of a seafarers' employment agreement where appropriate and in accordance with National laws of the Flag of the Vessel.

Source Reference:

HSEQ Manual/Personnel Manual/003 Conditions of Employment/Ch. 1.1 Application.....

HSEQ Manual/Office Reporting Forms Manual/4.10.08 MLC Contract of Employment.....

5. Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)



The Company shall only use seafarer recruitment and placement services which are certified by ratifying countries OR recruitment and placement services that can demonstrate conformity to the MLC requirements for recruitment and placement. The Company will either directly recruit new sea staff on a contract basis or it will contract the services of approved third party Manning Agents to provide suitable sea staff, according to set specifications, in order to man its own or managed ships. Third party Managers will be appointed only if in full compliance with the requirements of MLC 2006, and Flag State requirements.

Source Reference:

HSEQ Manual/Personnel Manual/001 Personnel Policy/2 Engagements.....

6. Hours of Work or Rest (Regulation 2.3)



The Company shall ensure that every seafarer on board is entitled to hours of rest, and the hours of rest shall not be less than ten hours in any twenty-four-hour period and not less than seventy-seven hours in any seven-day period. The Company shall record daily hours of rest and shipboard working. The Company shall be in compliance with the Vessel's Flag requirements with regard to the minimum hours of rest per 24 hour period.

Source Reference:

HSEQ Manual/Personnel Manual/003 Conditions of Employment/ Sect 2 Hours of Work

7. Manning levels for the ship (Regulation 2.7)



The Company shall ensure compliance with the Minimum Safe Manning Document issued by the Director of the Flag of the Vessel. Minimum Manning levels are also accounted for within the Company SMS Manual.

Source Reference:

HSEQ Manual/Personnel Manual/002 Manpower Sect. 4 Minimum Safe Manning Scales.....

HSEQ Manual/Personnel Manual/002 Manpower Sect. 5 Approved Manning Scales.....

HSEQ Manual/Crewing Procedures Manual/002 Approved Manning Scales.....

HSEQ Manual/Crewing Procedures Manual/003 Recruitment Procedure.....

The following documents may be presented upon request onboard: Minimum Safe Manning Certificate; Crew lists; File containing crew certificates etc.

8. Accommodation (Regulation 3.1)



Ships constructed before the date when the MLC 2006 comes into force shall comply with the Merchant Shipping (Crew Accommodation) Regulations, as applicable.

Source Reference:

Certification of Compliance ILO No.92 – Crew Accommodation.....(held onboard each vessel)

Documented inspections, by or under authority of the master and at intervals not exceeding 7 days, shall be carried out on board with respect to ensuring that seafarer accommodation is clean, decently habitable and maintained in a good state of repair.

Source Reference:

HSEQ Manual/Fleet Procedures Manual/Sec. 15 Catering Department/Item 4 Responsibility and Authority.....

HSEQ Manual/HSE Procedures Manual/3 Health and Hygiene/13 Crew Accommodation.....

HSEQ Manual/Fleet Procedures Manual/Sec. 15.1 Accommodation and Recreational Spaces/1.1 Accommodation.....

9. On-board recreational facilities (Regulation 3.1)



The Company shall provide a television, reading materials and space for recreational activities. During the Master's rounds all defective equipment should be reported to the Office for their action as appropriated.

Source Reference:

HSEQ Manual/Fleet Procedures Manual/Sec. 15.0 Catering Department /4 Responsibility and Authority.....

HSEQ Manual/Fleet Procedures Manual/Sec. 15.1 Accommodation and Recreational Spaces/2 Recreational Areas.....

The seafarers are provided with reasonable access to ship-to-shore telephone communications, with any charges for the use of these services being reasonable in amount. The seafarers also have access to email and Internet facilities.

Source Reference:

HSEQ Manual/Personnel Manual/001 Personnel Policy Sect.12.2 Rights Of Employees.....

10. Food and catering (Regulation 3.2)



The Company shall ensure that seafarers who are engaged as ships' cooks are trained, qualified and found competent in accordance with the requirement of the Flag Administration.

Source Reference:

HSEQ Manual/Fleet Procedures Manual/ 15.0 Catering Department General, Sect. 6 Cook and Catering Staff Qualifications.....

The Company shall ensure that the provision of food and drinking water shall be of appropriate quality, nutritional value, quantity and variety.

Source Reference:

HSEQ Manual/Fleet Procedures Manual/ 15.2 Catering and Victualing, Sect.4 Menus, Diet and Nutrition.....

HSEQ Manual/Fleet Procedures Manual/ 15.2 Catering and Victualing, Sect. 6 Water including its supply, storage and distribution.....

Documented inspections, by or under authority of the master and at intervals not exceeding 7 days, shall be carried out on board with respect to ensuring that the Galley is clean, the storage of food and the treatment of potable water.

Source Reference:

HSEQ Manual/Fleet Procedures Manual/14.2 Victualing Account.....

HSEQ Manual/HSE Manual/03 Health and Hygiene/Sec 12 Provisions and Water.....

11. Health and safety and accident prevention (Regulation 4.3)



The Company shall adopt, implement and promote occupational safety and health policies and programmes on board ships, including risk evaluation as well as training and instruction of seafarers.

Source Reference:

HSEQ Manual/Policy Manual/2 Health, Safety, and Environment (HSE) Protection Code.....

The Company shall provide and ensure reasonable precautions to prevent occupational accidents, injuries and diseases on board, including measures to reduce and prevent the risk of exposure to harmful events.

Source Reference:

HSEQ Manual/HSE Procedures Manual/4 List of Contents SAFETY.....

The Company shall specify the duties of the master or a person designated by the master, or both, to take specific responsibility for the implementation of and compliance with the Company's occupational safety policy and health policies and programmes.

Source Reference:

HSEQ Manual/Fleet Procedures Manual/4.2 Responsibility and Authority HSE Officer.....

HSEQ Manual/HSE Procedures Manual/4.25 HSE Stops.....

HSEQ Manual/Reporting Forms Manual/Form 3.2.2 Quarterly HSE Report.....

12. On-board medical care (Regulation 4.1)



The Company shall ensure that seafarers are given prompt and adequate medical care (including dental care) and occupational health protection relevant to their duties on board the ship. The seafarers have the right to visit a doctor or dentist without delay in ports of call, at no cost to the seafarer. The format of the medical report form prescribed by the Vessel's Flag shall be used by shipmasters and relevant onshore and on board medical personnel.

Source Reference:

HSEQ Manual/Personnel Manual/003 Conditions of Employment Sect. 7 Serious Injury, Illness or Death on Duty.....

HSEQ Manual/Ship Reporting Forms Manual/ 4.1.8 A Medical Treatment Form.....

HSEQ Manual/Reporting Forms Manual/Form 4.2.1 Medical Report Form.....

HSEQ Manual/Reporting Forms Manual/Form 4.2.0 Report Form Occupational Accidents, Injuries and Diseases affecting Seafarers Onboard.....

HSEQ Manual/HSE Procedure Manual/3 Health and Hygiene/ Section 2 – 11.....

13. On-board complaint procedures (Regulation 5.1.5)



The Company shall ensure that all ships have the on board complaint procedures for fair, effective and expeditious handling of seafarer complaints. The Company shall ensure that all seafarers working on board any ship have a copy of the on board complaint procedures. This shall include contact information for the competent authority in the Flag State.

Source Reference:

HSEQ Manual/Personnel Manual/004 Conduct and Discipline Sect. 3 Upward Communication and Grievance Procedure.....

HSEQ Manual/Personnel Manual/004 Conduct and Discipline Sect 4 Upward Communication and Grievance Procedure : Contract Staff Employed Through Approved Manning Agents.....

HSEQ Manual/Personnel Manual/001 Personnel Policy Sect.3 Contracts.....

HSEQ Manual/Ship Reporting Forms Manual/004 Personnel: Form 4.1.19 Onboard Complaint Form.....

14. Payment of wages (Regulation 2.2)



The Company shall ensure that payments due to seafarers are paid at no greater than monthly intervals and in accordance with the seafarer employment agreements. The seafarer will be given a monthly statement of account of Wages. The seafarer should be able to remit a portion of their monthly wage to their families.

Source Reference:

HSEQ Manual/Personnel Manual/006 Remuneration Sect. 3 Payment of Salaries.....
HSEQ Manual/Personnel Manual/006 Remuneration Sect. 4 Allotments.....

15. Financial Security for Repatriation (Regulation 2.5)



The Certificate of Insurance covering repatriation of the abandoned seafarers as required by MLC Standard A2.5.2 shall be arranged from P&I insurance provider. The Certificate of Insurance shall be carried on board and posted in a conspicuous place on board where it is available to the seafarers. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the MPA.

Source Reference:

HSEQ Manual/Personnel Manual/011 Financial Security.....

16. Financial security relating to shipowners' liability (Regulation 4.2)



The Certificate of Insurance covering ship owner's liability for 'contractual claim' which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard as required by MLC Standard A4.2 shall be arranged from P&I insurance provider. The Certificate of Insurance shall be carried on board and posted in a conspicuous place on board where it is available to the seafarers. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the MPA.

Source Reference:

HSEQ Manual/Personnel Manual/011 Financial Security.....

Appendix

A. Career and Skill Development for Seafarers' Employment (MLC Title 2, Regulation 2.8)



The Company should have a policy to promote skills development of the Seafarer.

Source Reference:

HSEQ Manual/Personnel Manual/001 Personnel Policy Sect.11 Training and Development.....

B. Seafarer Compensation for Ship's Loss or Foundering (MLC Title 2, Regulation 2.6)



Seafarers are entitled to adequate compensation in the case of injury, loss or unemployment arising from the ship's loss or foundering.

Source Reference:

Singapore Collective Bargaining Agreement: OFFICERS Part VI, Sect 27 Medical/Dental Benefits and Insurance.....

Singapore Collective Bargaining Agreement: OFFICERS Part III, Sect 14 Compensation for Loss of Employment

Grindrod Shipping – Bulkera Memorandum of the Collective Agreement/ Sec 29 Medical Benefits.....

Grindrod Shipping – Bulkera Memorandum of the Collective Agreement/ Sec 26 Compensation for Loss of Employment and Personal Effects.....

C. Shipowner's Liability (MLC Title 4, Regulation 4.2)



The Company shall ensure that seafarers are protected from the financial consequences of sickness, injury or death occurring in connection with their employment.

Source Reference:

HSEQ Manual/Personnel Manual/003 Conditions of Employment Sec 7 Serious Injury, Illness or Death on Duty.....

Singapore Collective Bargaining Agreement: OFFICERS Part VI, Sect 27 Medical/Dental Benefits and Insurance.....

Grindrod Shipping – Bulkera Memorandum of the Collective Agreement/ Sec 29 Medical Benefits.....

D. Access to Shore based Welfare Facilities (MLC Title 4, Regulation 4.4)



Seafarers are entitled to access to shore based welfare facilities where they exist and are easily accessible in the vessel's port of call. It should be noted that the port of call's protocol is to be followed when visiting the welfare facilities.

Source Reference:

HSEQ Manual/Personnel Manual/003 Conditions of Employment Sect. 6.4 Shore Leave.....

E. Social Security (MLC Title 4, Regulation 4.5)



Consideration should be given for the Seafarers to have access to a progressively comprehensive social security protection.

Source Reference:

Singapore Collective Bargaining Agreement: OFFICERS Part III, Sect 14 Compensation for Loss of Employment

Grindrod Shipping – Bulkera Memorandum of the Collective Agreement/ Sec 26 Compensation for Loss of Employment and Personal Effects.....



PERSONNEL POLICY (SEA STAFF)

1. SELECTION AND PROMOTION

To recruit and promote people on the basis of their ability to meet the requirements of the position to be filled and with due cognisance of the spirit and requirements of Employment Equity, **where applicable**.

The policy will be to promote from within the existing pool of sea staff employed by The Company, whenever possible, to create and instil continuity.

2. ENGAGEMENTS

The Company will either directly recruit new sea staff on a contract basis or it will contract the services of approved third party Manning Agents to provide suitable sea staff, according to set specifications, in order to man its own or managed ships.

Third party Managers will be appointed only if in full compliance with the requirements of MLC 2006, and Flag State requirements.

No person under the age of 18 (a young seafarer in terms of the MLC 2006 Regulations) will be engaged aboard a ship as a member of the crew.

The Company will ensure that these Third Party Manning Agents are audited by suitable qualified personal biennially using the Manning Agent Audit Template (Form 3.10.02) as reference.

3. CONTRACT(S)

The Company's **Marine Human Resources** Manager will negotiate a Manning Contract with each approved Manning Agent. The Crewing Manager would negotiate Standard Contracts of Employment in respect of sea staff to be provided by each approved Manning Agent.

Manning agents will not propose seafarers under the age of 18 for possible employment.

Where sea staff are directly contracted by the Company, they will enter into standard employment contracts with the Company.

3.1 Employment Contracts will include clauses in respect of:-

- proof of rank (certification)
- duration and termination
- remuneration and benefits
- conditions of service
- Grievance Procedure



Age Limit For Employment

The company does not employ any seafarer under the age of 18 years.

Employment of seafarers over the age of 55 is permitted provided:

- They are declared medically fit with no restrictions by an approved medical practitioner recognised by the flag state authority.
- They are mentally and physically able to do the job.
- Their medical fitness is monitored. This may include more frequent medical examinations as appropriate. i.e twice per annum and valid for 6 months



Vessel:		Date:		Port:	
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1. PERSONAL DATA		
Name	:	
Nationality	:	
Date and Place of Birth	:	
Confirm seafarer over 18 years	:	
Passport number and validity	:	
Seaman's Book Number	:	
US C1/D Visa(s) and validity	:	
Rank on board	:	
Experience on Tankers	:	
Years with Company	:	
Contract Length	:	

2. QUALIFICATION (Check what is applicable)			
2.1 Main Certificates			
<input type="checkbox"/>	Certificate of Competency (Nautical / Technical)	Issued / Expires:	
<input type="checkbox"/>	Flag State Endorsement (CEC)	Issued / Expires:	
<input type="checkbox"/>	Confirmation of Receipt of Application (CRA)	Issued / Expires:	
<input type="checkbox"/>	GMDSS (GOC)	Issued / Expires	
<input type="checkbox"/>	Watchkeeping Certificate	Issued / Expires:	
<input type="checkbox"/>	Medical Fitness	Issued / Expires	
	List any limitation on recorded on medical (including medication) :		
<input type="checkbox"/>	Drug & Alcohol Test	Issued / Expires	
<input type="checkbox"/>	Chemical Testing	Issued / Expires	
2.2 STCW Training Evidence			
<input type="checkbox"/>	Fire Fighting (Advanced or Basic)	Issued / Expires	
<input type="checkbox"/>	Medical Care / First Aid	Issued / Expires	
<input type="checkbox"/>	Personal Safety & Social Responsibilities	Issued / Expires	
<input type="checkbox"/>	Personal Survival Techniques	Issued / Expires	
<input type="checkbox"/>	Survival Craft	Issued / Expires	



Sign on Form

Reporting Forms Manual

2.3 Additional Courses

<input type="checkbox"/>	ARPA	Issued / Expires	
<input type="checkbox"/>	Radar Observation and Plotting	Issued / Expires	
<input type="checkbox"/>	ECDIS	Issued / Expires	
<input type="checkbox"/>	ECDIS – Vessel Specific	Issued / Expires	
<input type="checkbox"/>	Security Training	Issued / Expires	
<input type="checkbox"/>	Bridge Resource Management (BRM)	Issued / Expires	
<input type="checkbox"/>	Ship Handling	Issued / Expires	
<input type="checkbox"/>	Ship Simulator with Bridge Team Management (SSBT)	Issued / Expires	
<input type="checkbox"/>	Safety Officer Training	Issued / Expires	
<input type="checkbox"/>	High Voltage Training	Issued / Expires	

2.4 Special Requirements for Tankers

<input type="checkbox"/>	Basic Training in Oil & Chemical Tankers	Issued / Expires	
<input type="checkbox"/>	Advanced Training for Oil Tanker Cargo Operations	Issued / Expires	
<input type="checkbox"/>	Advanced Training for Chemical Tanker Cargo Operations	Issued / Expires	

2.5 Others

<input type="checkbox"/>	Induction programme completed at appropriate level
<input type="checkbox"/>	Working language found sufficient during the sign-on conversation
<input type="checkbox"/>	Contract signed by seafarer and company representative
<input type="checkbox"/>	Medical Declaration Form completed and signed by seafarer

Remarks

Signature Crewmember :	
Signature of Master :	

NOTE: For Singapore Flagged Vessels, Electronic crew change form (ECC) shall be completed and submitted for all crew changes to the Flag State. Refer to Singapore shipping circular No.9 of 2014.

Subject: FW: MLC 2006

IVS: 0

From: Warren King - DURUNT

Sent: 02 May 2013 01:57 PM

To: Trampbalt Sp. zo.o. Crewing (crewing@trampbalt.com.pl); Tintiman, Eduardo; Pulumbarit, Elmer; Arnulfo III T. Reyes <atreyes@ptc.com.ph> (atreyes@ptc.com.ph); mmalanao@ptc.com.ph

Cc: Warren King - DURUNT; Randy Mirasol - GSH PHL

Subject: MLC 2006

Attention: Manning Agents,

As you are well aware MLC 2006 is due to come into effect in August 2013.05.02

One of the criteria under this legislation is that seafarers under the age of 18 should not be employed.

Please could you send the page in you quality managements systems that refers to the age of seafarers being employed.

Regards

Warren King

Crewing Manager : Grindrod Shipping

Work: +27 (31) 302 1850

Cell : +27 (0)83 253 4271



PERSONNEL POLICY (SEA STAFF)

1. SELECTION AND PROMOTION

To recruit and promote people on the basis of their ability to meet the requirements of the position to be filled and with due cognisance of the spirit and requirements of Employment Equity, **where applicable**.

The policy will be to promote from within the existing pool of sea staff employed by The Company, whenever possible, to create and instil continuity.

2. ENGAGEMENTS

The Company will either directly recruit new sea staff on a contract basis or it will contract the services of approved third party Manning Agents to provide suitable sea staff, according to set specifications, in order to man its own or managed ships.

Third party Managers will be appointed only if in full compliance with the requirements of MLC 2006, and Flag State requirements.

No person under the age of 18 (a young seafarer in terms of the MLC 2006 Regulations) will be engaged aboard a ship as a member of the crew.

The Company will ensure that these Third Party Manning Agents are audited by suitable qualified personal biennially using the Manning Agent Audit Template (Form 3.10.02) as reference.

3. CONTRACT(S)

The Company's **Marine Human Resources** Manager will negotiate a Manning Contract with each approved Manning Agent. The Crewing Manager would negotiate Standard Contracts of Employment in respect of sea staff to be provided by each approved Manning Agent.


Manning agents will not propose seafarers under the age of 18 for possible employment.

Where sea staff are directly contracted by the Company, they will enter into standard employment contracts with the Company.

3.1 Employment Contracts will include clauses in respect of:-

- proof of rank (certification)
- duration and termination
- remuneration and benefits
- conditions of service
- Grievance Procedure

UNCONTROLLED DOCUMENT

	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 21 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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11. MEDICAL AND EXAMINATIONS


11.1 HEALTH POLICY

Grindrod Ship Management will take all reasonable steps to maintain and foster the health and well-being of its staff members by :-

- Appointing staff only after obtaining medical evidence that they are in all respects medically fit for service at sea and that they are not suffering from any infectious or contagious diseases.
- Encouraging all staff to undergo regular medical examinations to enable the early detection and treatment of any illness or disease.
- Encouraging the use of clinics run by Local and Government authorities to assist in maintaining health care.
- Encouraging (and where possible providing) health education aimed at sea staff and their families.
- Adhering to all statutory requirements in respect of safe working environments, thereby minimising the risk to staff of injury or illness.
- Providing staff with **protective equipment and clothing** and enforcing the utilisation of such equipment in the scope of their duties.

11.2 MEDICAL EXAMINATIONS

- a. All sea staff are required to undergo a seafarer medical examination prior to initial employment by Grindrod Shipping and thereafter are required to have a medical not older than 12 months when joining a vessel. The medical examination is to be conducted by a doctor who is properly accredited to conduct medical examinations of seafarers, according to a format which is approved by the Flag State Authority for vessels on which the seafarer is intended to serve.
- b. The following are required are to be conducted prior to joining the company and thereafter annually:
 - i. Drug and alcohol testing as required in terms of the Company's drug and policy contained in Section 7.0 of the Personnel Manual.
 - ii. Blood chemistry testing

	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 22 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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- c. Willingness to submit to routine scheduled and random drug and alcohol testing is a condition of employment and all Grindrod Ship Management sea staff are required to sign a consent form to this effect

11.3 CONFIDENTIALITY

Grindrod Ship Management recognises and respects staff member's rights to confidentiality of information in regard to their health and undertakes to ensure that such information remains confidential to appropriate personnel, when required for insurance or any other valid reason.

12. UNEMPLOYMENT INSURANCE FUND (U.I.F)

12.1 The Unemployment Insurance Fund

The South African Unemployment Insurance Act 1966, makes provision for the insurance of South African employees who are contributors to the Unemployment Insurance Fund, against loss of earnings arising from unemployment following the termination of service, illness or pregnancy and for the payment of benefits to the dependants of deceased contributors.

Purpose of the Fund

The main purpose of the Fund is to insure contributors against temporary loss of employment. The aim is definitely not to provide for people who leave the employment market and the benefits are of a short term nature.

Financing of the Fund

The income from the Fund is derived mainly from contributions made by South African Employees, Employers and the State.

Benefits of the Fund

The Fund provides prescribed benefits to contributors who become unemployed, who are unemployed through sickness or maternity, and death benefits.

12.2 CONTRIBUTIONS

All South African Employees whose earnings do not exceed the limits laid down by the U.I.F. are required to contribute 1,0% of their earnings.

UNCONTROLLED DOCUMENT

Kerry Everett - DURUNT

From: Felicia Hong - GSH SG
Sent: 02 May 2013 01:07 PM
To: Kerry Everett - DURUNT; Warren King - DURUNT
Subject: Fwd: Medical Practitioners Approved by the MPA

Dear Kerry,

Good day.

Pls find foll reply from MPA regarding your queries on medical practitioners.

Trust this helps.

Thanks & Best Regards,
Felicia hong

Sent from my iPhone

Begin forwarded message:

From: "Mmo MPA (MPA)" <Mmo_MPA@mpa.gov.sg>
Date: 2 May, 2013 7:03:42 PM GMT+08:00
To: Felicia Hong - GSH SG <feliciah@grindrodshipping.com>
Cc: "Mmo MPA (MPA)" <Mmo_MPA@mpa.gov.sg>, "Irene T L GOH (MPA)" <Irene_T_L_GOH@mpa.gov.sg>, "Benjamin K L WONG (MPA)" <Benjamin_K_L_WONG@mpa.gov.sg>, "Samuel SOO (MPA)" <Samuel_SOO@mpa.gov.sg>, "Glendon GOH (MPA)" <Glendon_GOH@mpa.gov.sg>, "Yew Guan LIM (MPA)" <Yew_Guan_LIM@mpa.gov.sg>
Subject: RE: Medical Practitioners Approved by the MPA

Dear Felicia Hong

We refer to your email below

2 Please note that MPA does not provide a list approved Medical Practitioners.—Please note that prior coming into force of the Maritime Labour Convention 2006 on 20 Aug 2013, the medical fitness cert issued in the format approved under ILO 147 or in the format of the Maritime Administrations whose Certificates of Competency (CoCs) are recognised by the Authority (i.e. MPA) with the words "Fit For Employment" are acceptable for service onboard Singapore ships. This is spelt out in our Shipping Circular No 13 of 2001(para 4). URL : http://www.mpa.gov.sg/circulars_and_notices/shipping_circulars/mc01-13.htm

3 Once the MLC 2006 comes into force on 20 Aug 2013, we will only accept medical fitness certificates issued in accordance with provisions of section A-I/9 and guidelines in B-I/9 of the revised STCW Code, outlined in MPA Shipping Circular 18 of 2011 – Annex A (item 2) .
URL: http://www.mpa.gov.sg/sites/circulars_and_notices/pdfs/shipping_circulars/sc_no_18_of_2012.pdf

Rgds
Juliet

Seafarer Mangement Dept| Maritime and Port Authority of Singapore (MPA) | DID: (65) 6375 6224 | Fax: (65) 6375 6231 | www.mpa.gov.sg

UNCONTROLLED DOCUMENT

Our Vision : A leading maritime agency driving Singapore's global maritime aspirations

Our Mission : To develop and promote Singapore as a premier global hub port and an international maritime centre, and to advance and safeguard Singapore's strategic maritime interests

* Please note that, with effect from April 2012, the "Mercantile Marine Office" is re-named as "Seafarers Management Department". Our contact details remain the same.

From: Felicia Hong - GSH SG [<mailto:feliciah@grindrodshipping.com>]

Sent: Wednesday, 24 April, 2013 9:40 AM

To: Mmo MPA (MPA)

Subject: Medical Practitioners Approved by the MPA

Dear MMO,

Good day.

Please can you send me a list of Singapore (MPA) Approved Medical Practitioners in :

- South Africa
- Manila
- Gdansk, Poland

Thanks & Best Regards

Felicia Hong

Grindrod Shipping Pte Ltd

200 Cantonment Road

#03-01 Southpoint

Singapore 089763

DID: +65 6632 1384

Mobile : +65 9777 3875

feliciah@grindrodshipping.com

Email Legal Notice - http://www.grindrod.co.za/email_legal.aspx

UNCONTROLLED DOCUMENT

Certification Matrix (Dry Fleet)

Officers

STCW/ SOLAS Reference	IMO Mode Course	Document and or evidence of training required	Master	Chief Officer	2nd Officer	3rd Officer	Chief Engineer	2nd Engineer	3rd Engineer	4th Engineer	ETO
TRAVEL DOCUMENTS											
		Passport (with at least 6 month validity and 5 blank pages)	✓	✓	✓	✓	✓	✓	✓	✓	✓
		National Seaman' Book (with at least 6 month validity and 2 blank pages)	✓	✓	✓	✓	✓	✓	✓	✓	✓
		US C1/D Visa	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Schengen Visa	✓	✓	✓	✓	✓	✓	✓	✓	✓
MAIN CERTIFICATION											
Act VI, Regl/11		National Certificate of Competency (Note 3)	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-IV/2		National GMDSS	✓	✓	✓	✓					
FLAG STATE CERTIFICATION											
		Certificate of Equivalent Competency (Note 3)	✓	✓	✓	✓	✓	✓	✓	✓	✓
		GMDSS endorsed to Flag of vessels registration	✓	✓	✓	✓					
STCW Courses (To be endorsed by National Issuing authority)											
A-VI/3	2.03	Advanced Fire Fighting	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-VI/4-2	1.15	Ship Captains Medical / Medical Care	✓	✓							
A-VI/4-1	1.14	Medical First Aid at Sea			✓	✓	✓	✓	✓	✓	✓
AVI/1-4	1.21	Personal Safety & Social Responsibility (PSSR)	✓	✓	✓	✓	✓	✓	✓	✓	✓
AVI/1-1	1.19	Personal Survival Techniques (PST)	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-VI/2-1	1.23	Proficiency in Survival Craft (PISC)	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-VI/5		Ship Security Officer (SSO)	✓	✓							
A-VI/6-2		Designated Security Duties			✓	✓	✓	✓	✓	✓	✓
STCW A-VI/6-1		Ship Security Awareness									
Additional											
A-II/1	1.27	Electronic Chart Display (ECDIS)	✓	✓	✓	✓					
		ECDIS Type Specific - Furuno FEA and FMD	✓	✓	✓	✓					
		Bridge Resource Management (Note 1)	✓	✓	✓	✓					
		Ship-Handling (Note 1)	✓	✓							
		Ship Simulation and Bridge Teamwork (as required) (Note 1)	✓	✓	✓	✓					
		Safety Officer Training		✓							
		Deck Maintenance Training		✓	✓	✓					
		Induction Training (Rank Specific)	✓	✓	✓	✓	✓	✓	✓	✓	✓
Medical											
		Medical (MLC Compliant) (Note 2)	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Drug and Alcohol Test	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Yellow Fever Vaccination	✓	✓	✓	✓	✓	✓	✓	✓	✓

Compulsory
Not compulsory but preferable
Can be held

Note 1

Commencing 1 Dec 13 , those who have completed this training more than 5 years ago must within 1 year, either redo Ship Handling and BRM or complete the Ship Simulation and Bridge Teamwork Course

Where SSBT has been attended, separate Bridge Resource Management and Ship Handling courses will not be required

Note 2

Medical are valid for two (2) years, but the seafarer needs to join within the first twelve (12) month of the medical being issued

Note 3

From the 01 January 2017, all ETO's will require a COC and CEC

UNCONTROLLED DOCUMENT

Certification Matrix (Dry Fleet)

Ratings

STCW /SOLAS Reference	IMO Mode Course	Document and or evidence of training required	Bosun	ETR	Fitter	Able Seaman Deck	Ordinary Seaman Deck	Able Seaman Engine	Ordinary Seaman Engine	Cook	Messman	Cadet
TRAVEL DOCUMENTS												
		Passport (with at least 6 month validity and 5 blank pages)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		National Seaman' Book (with at least 6 month validity and 2 blank pages)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		US C1/D Visa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Schengen Visa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MAIN CERTIFICATION												
Act VI, Regl/11		National Certificate of Competency	✓	✓	✓	✓	✓	✓	✓	✓	✓	
STCW Courses (To be endorsed by National Issuing authority)												
A-VI/3	2.03	Advanced Fire Fighting										
AVI/1-2	1.2	Fire Protection and Fire Fighting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-VI/4-1	1.14	Medical First Aid at Sea	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
AVI/1-4	1.21	Personal Safety & Social Responsibility (PSSR)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
AVI/1-1	1.19	Personal Survival Techniques (PST)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-VI/2-1	1.23	Proficiency in Survival Craft (PISC = CISC)	✓	✓		✓						
A-VI/5		Ship Security Officer (SSO)										
A-VI/6-2		Designated Security Duties	✓			✓	✓	✓	✓		✓	✓
STCW A-VI/6-1		Ship Security Awareness		✓	✓					✓		
Additional												
		Class approved Welding Certificate			✓							
		Deck Maintenance Training	✓			✓	✓		✓			
		Induction Training (Rank specific)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Medical												
		Medical (MLC Compliant) (Note 2)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Drug and Alcohol Test	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Yellow Fever Vaccination	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Compulsory
Not compulsory but preferable
Can be held

Note 2
 Medical are valid for two (2) years, but the seafarer needs to join within the first twelve (12) month of the medical being issued



standards. Every effort will therefore be made to maximise the retention of sea staff and to strive for as stable a pool of Grindrod sea staff as possible.

Ensuring the maximum retention and stability of the Grindrod pool of seafarers will be a key performance area for both the Company's Crewing Department and for all approved Manning Agents contracted to Grindrod.

9. COMMUNICATIONS

9.1 CONFIDENTIAL PERSONNEL ISSUES

Communication involving confidential personnel issues (ill-health, family problems, salary queries and any other personal or private matters), is not to be addressed directly to FLEET. Communication of this nature is to be clearly headed "CONFIDENTIAL" and it is to be addressed and sent by fax, telex or e-mail, as appropriate, directly to the Crewing Manager or the **Marine Human Resources** Manager for further action.

9.2 COMMUNICATION FROM SEASTAFF WHILST SIGNED ON ARTICLES OF AGREEMENT

All communication from sea staff to Fleet Management or the Crewing **or Training** Department is to be sighted by and routed through the Master.

9.3 COMMUNICATION WITH APPROVED MANNING AGENTS

Where seafarers are employed through an approved Manning Agency, the Master is authorised to communicate directly with the Manning Agency regarding personnel issues **ensuring that the Crewing Department is copied in at all times.**

10. SOCIAL RESPONSIBILITY

The Company recognises that it has a social responsibility and will provide appropriate assistance to the benefit of communities from which our sea staff are drawn, when it is feasible to do so.

11. TRAINING AND DEVELOPMENT

To encourage all senior Officers to accept responsibility for the onboard / on-the-job training and development of the sea staff under their control.

To provide facilities, financial support, advice and opportunities to enable Employees to acquire the knowledge, skills and attitudes needed to perform effectively the duties and responsibilities for which they are employed.



To develop the potential of sea staff to meet the future manpower needs of the Company.

To provide opportunities for education and training in literacy and numeracy for those Employees who wish to develop these skills to form a base for further education, training and development **with the Fleet Training Managers approval.**

To encourage and fully utilise the development of training provided by the Training **Academy**, while making use of appropriate external training organisations as required.

To subsidise, within budgetary constraints, expenses incurred by Employees undertaking approved studies.

12. INDUSTRIAL RELATIONS

12.1 Industrial Peace

The Company shall follow a positive approach of consultation and negotiation to ensure the maintenance of industrial peace for the mutual benefit of the Company and Employees.

12.2 Rights of Employees

The Company recognises the rights of Employees as follows:-

- The right to associate or disassociate and to organise.
- The right to be informed about decisions and developments which could affect them as members of the organisation.
- The right to protection from victimisation, injury or health hazard or from the denial of any rights provided by law and/or the Company policy.
- The right to communicate their feelings and aspirations freely to Management.
- The right to bargain collectively.
- The right to job related training.
- The right to withhold labour (to strike), should accepted and legal negotiating and dispute settlement procedures fail, provided that such action does not in any way jeopardise the safety of any ship, personnel or property.
- The right to access ship-to-shore communications. The cost thereof will be at a reasonable amount.

12.3 RIGHTS OF MANAGEMENT



MANPOWER

1. MANNING SCALES AND STANDARDS

POLICY

The Company undertakes to ensure that all managed vessels, are manned in accordance with the International Convention on Standards, Training, Certification and Watchkeeping 2010 as amended (STCW 10) and as required by the relevant Flag State Administrations of the various ships in the Company owned or managed fleet.

Senior officers will only be appointed to vessels having had experience on the type of vessels on which they will serve.

Only persons who are fully qualified in terms of STCW 78, as amended, as well as fully qualified in terms of Flag State will be offered employment on a company vessel.

Certificates are to be valid at date of joining, and for the full period on the contract period. No seafarer may be appointed, or serve on a vessel without a valid contract. This contract must be aboard for inspection throughout the seafarer's service period aboard.

Seafarer's have the right to consult advice, before committing to the contract of employment

2. DECK OFFICERS & CADETS

All Deck Watchkeeping Officers will normally be required to be in possession of a Class of Certificate of Competency required for the rank in which they are serving.


Cadet	- No Certificate of Competency required
3NO	- Deck OOW
2NO	- Deck OOW
CNO	- Chief Mate
MASTER	- Master

All Officers not in possession of the necessary Certificate of Competency will be required to obtain dispensation for nominated vessels, from the office authorised to issue such dispensations on behalf of Flag State Administrations.

3. ENGINEER OFFICERS & CADETS

All Watchkeeping Officers will normally be required to be in possession of a Certificate of Competency for the rank in which they are serving.

UNCONTROLLED DOCUMENT

	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 1 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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CONDITIONS OF EMPLOYMENT : SEASTAFF

1. APPLICATION

1.1 STATUS OF ARTICLES OF AGREEMENT, COLLECTIVE BARGAINING AGREEMENTS AND CONTRACTS OF EMPLOYMENT.

Grindrod Ship Management owns and/or manages vessels registered under a number of different flags and employs seafarers of various nationalities. Depending on the flag and crewing arrangement for a particular vessel, certain flag-unique or relevant union-unique conditions may apply.

As a result, the Conditions of Employment listed in this manual may differ, in certain instances, from those listed in the various individual Contracts of Employment, Articles of Agreement or Collective Bargaining Agreements applicable to seafarers employed in Grindrod Shipping owned or managed vessels. Where any such discrepancy exists, the relevant Contract of Employment, Articles of Agreement and/or Collective Bargaining Agreement shall take precedence over the Conditions of Employment listed in this manual.

1.2 PERMANENT EMPLOYEES.

A small number of seafarers employed by Grindrod Ship Management are permanently employed. The conditions of employment for permanently employed Officers are specified in their original contracts of employment.

The conditions of employment for permanently employed South African Ratings are governed by the Collective Bargaining Agreement between the Company and the Trade Union.

1.3 CLARIFICATION OF CONDITIONS OF EMPLOYMENT

Where any doubt exists regarding conditions or terms of employment, clarity should be requested from the Crewing Manager.



UNCONTROLLED DOCUMENT

CONTRACT OF EMPLOYMENT

Seafarers Surname : _____ Seafarers Given Names : _____
Date of Birth : _____ Age : _____
Place of Birth : _____ Nationality : _____
Return Port : _____ Company Number (if applicable) : _____
Passport No : _____ Passport Nationality: _____
Passport issued date: _____ Passport place of Issue: _____
Seaman's Book : _____ Seaman's Book Date of Issue : _____

AND

SHIPOWNER'S REPRESENTATIVE :

ADDRESS :

Capacity / Rank : _____ RANKS : _____ Applicable CBA : _____ **CBA** _____
Contract Start Date : _____ Contract Length in Days : _____
Contract End Date : _____ **+ - 2 Weeks** _____
Appointed To : _____ VESSELS : _____ IMO NUMBER _____ IMO : _____
Ship Owners Address : _____ ADDRESS : _____
Vessel Flag : _____ FLAG : _____

Currency : _____
Basic Monthly Salary : _____ Allowances : _____ **0.00** _____
Guaranteed Overtime : _____ **0.00** _____ Overtime Rate per hour : _____ **0.00** _____
Leave Pay : _____ Leave Days per month : _____
Payment : _____ **Monthly** _____ Payment Date : _____ **End of Month** _____

Signed at _____ on this _____
Day of _____

I hereby agree to the terms and conditions of my employment and acknowledge that I have been given the opportunity to consult with a person of my choice prior to agreeing to the aforesaid terms and conditions.

I also acknowledge that I have been given a copy of the Company Grievance Procedure as laid down by Flag State Authority. I confirm that I will adhere to the company uniform protocol, as per Officer and Rating Dress Manual, at all times.

I will confirm with the company IT policy as documented in the Safety Management System.

I will confirm that I have received my log on details for the Company SMS and that I have read and understood said SMS, with respect to my duties, functions and responsibilities on-board company vessels.

EMPLOYEE _____

EMPLOYER/SHIPOWNER'S REPRESENTATIVE _____

Section 4



PERSONNEL POLICY (SEA STAFF)

1. SELECTION AND PROMOTION

To recruit and promote people on the basis of their ability to meet the requirements of the position to be filled and with due cognisance of the spirit and requirements of Employment Equity, **where applicable**.

The policy will be to promote from within the existing pool of sea staff employed by The Company, whenever possible, to create and instil continuity.

2. ENGAGEMENTS

The Company will either directly recruit new sea staff on a contract basis or it will contract the services of approved third party Manning Agents to provide suitable sea staff, according to set specifications, in order to man its own or managed ships.

Third party Managers will be appointed only if in full compliance with the requirements of MLC 2006, and Flag State requirements.

No person under the age of 18 (a young seafarer in terms of the MLC 2006 Regulations) will be engaged aboard a ship as a member of the crew.

The Company will ensure that these Third Party Manning Agents are audited by suitable qualified personal biennially using the Manning Agent Audit Template (Form 3.10.02) as reference.

3. CONTRACT(S)

The Company's **Marine Human Resources** Manager will negotiate a Manning Contract with each approved Manning Agent. The Crewing Manager would negotiate Standard Contracts of Employment in respect of sea staff to be provided by each approved Manning Agent.


Manning agents will not propose seafarers under the age of 18 for possible employment.

Where sea staff are directly contracted by the Company, they will enter into standard employment contracts with the Company.

3.1 Employment Contracts will include clauses in respect of:-

- proof of rank (certification)
- duration and termination
- remuneration and benefits
- conditions of service
- Grievance Procedure

UNCONTROLLED DOCUMENT

	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 3 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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the vessel, unless the Rating/s actually perform work during this period.

2.3 REST PERIODS and Rest Management

The purpose of this section is to ensure officers and crew are adequately rested in accordance with MLC 2006 & STCW requirements.

The term "Hours of work" means time during which a seafarer is required to do work on account of the ship (i.e.) when seafarers are required to do work on the business of the ship. The term "Hours of rest" means time outside hours of work (i.e.) such times during which the seafarer is free from all job for vessel; this term does not include short breaks.

Musters, training, safety meetings and drills conducted on-board, crew called for work during emergency etc. is to be counted as "HOURS OF WORK". For day workers lunch timing of one hour duration is to be counted as "HOURS OF WORK".

Any break during the work period of less than one hour shall be counted as working time.


The regulations state that the minimum hours of rest must not be less than:

- a. 10 hours rest in any 24 hour period; and
- b. 77 hours in any 7 day period
- c. Hours of rest may be divided into no more than 2 periods, one of which shall be at least 6 hours in length and the interval between consecutive periods of rest must not exceed 14 hours.
- d. The regulation is applicable to all crewmembers.

It should be ensured that, at any time during the working period, in the past 24 hours the seafarer should always be in compliance with the requirements. If not the seafarer shall report to the head of department who shall investigate and take immediate corrective actions in order that sufficient rest is provided to the said crew member.

The requirements for rest periods laid down above need not be maintained in the case of an emergency or in other overriding operational conditions. "Overriding operational conditions" shall mean only essential shipboard work which cannot be delayed for safety or environmental reasons or which could not reasonably have been anticipated at the commencement of the voyage.

UNCONTROLLED DOCUMENT

	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 4 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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It is every Seafarer's responsibility to ensure their workhours are correctly , timeously and accurately logged in the electronic log sheets. This is to ensure accuracy of records (proof of compliance), but more importantly to ensure transgressions of rest periods are avoided, by good forward planning. Transgressions are to be brought the the Ship Managers attention as soon as they occur, or are anticipated.

2.4 REDUCING RISKS ASSOCIATED WITH FATIGUE

Grindrod Shipping recognises fatigue as an important Occupational Health and Safety hazard for seafarers. Fatigue has the potential to greatly increase the risk of accident and injury on board by:-

- diminishing attentiveness and concentration;
- slowing physical and mental reflexes; and
- impairing rational decision making capability.

Masters are to assist in ensuring that all Officers and Ratings are able to recognise fatigue in themselves and in their colleagues, and that all are aware of the potential hazards associated with fatigue. To this end, the following information regarding fatigue has been included in section 8.0 of the Personnel Manual for easy reference by the relevant personnel on board:

- Fatigue and the Master
- Fatigue and the Ship's Officers
- Fatigue and the Ratings.

Careful planning and management by the Master, CEO and senior Officers on board, regarding work and watch keeping schedules can do much to reduce the likelihood of seafarers becoming fatigued. Musters, firefighting, lifeboat drills, safety and emergency drills and training shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue. Drills should be scheduled for different times of the day so that seafarers on rest periods during certain watch schedules are not always adversely affected. Caution should be used when conducting drills at night or where such activities may induce fatigue.

It is the duty of every individual to ensure that they are properly rested when they begin duty on board a vessel and that they obtain adequate rest when not on duty.

While Grindrod Ship Management consistently strives to accommodate all reasonable charterer / customer requirements, Masters shall ensure that this is never at the expense of inducing fatigue in the Crew, through

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8. REFEREE

In the event of a dispute arising out of the operation of this Agreement, the matter shall be referred by either party to the President of the Industrial Arbitration Court of Singapore who may select a referee appointed under section 43 of the Industrial Relations Act to hear and determine such dispute.

9. AGREEMENT TO BE MADE ACCESSIBLE TO ALL OFFICERS

The Company shall cause a legible copy of this Agreement to be made accessible to all officers' onboard vessels who are members of the Union as required under the Industrial Relations Act.

PART II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

10. ENGAGEMENT AND DISCHARGE

An officer's employment shall commence from the day he or she leaves his or her homeport and shall cease on the day after he or she signs off from the vessel or on the day of his or her arrival at his or her homeport, whichever is the later.

11. CONTRACT PERIOD OF SERVICE ONBOARD

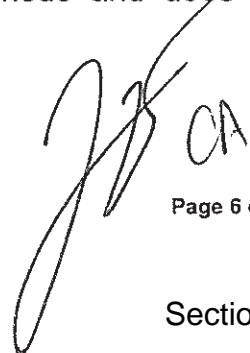
- (1) An officer's contract period of service onboard shall be for seven (7) months.
- (2) The Company may extend or reduce the period of service of an officer onboard a vessel up to a maximum of one month, for operational convenience.

12. WORKING HOURS AND REST PERIODS

- (1) An officer's normal working hours shall be 44 hours per week. The normal working hours is 8 hours daily from Monday to Friday and 4 hours on Saturday.

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- (2) Overtime work shall be performed at the direction of the Master or the Master's representative in accordance with the Company's policy.
- (3) An officer shall be paid a fixed overtime compensation for all overtime worked in excess of the normal working hours in accordance with Appendix I to this Agreement.
- (4) In the case of existence of potential danger as determined solely by the Master and in order to maintain safety of the vessel, the seafarer, the passengers and/or cargo onboard, or the saving of lives, or of other vessels, or the training for using life boats, or fire equipment, an officer shall perform necessary work under any circumstances as required.
- (5) Rest period shall be as follows:
 - (a) Each seafarer shall have a minimum of 10 hours rest in any 24-hour period.
 - (b) The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length.
 - (c) The minimum period of ten hours may be reduced to not less than 6 consecutive hours provided that any such reduction shall not extend beyond two days and not less than 77 hours of rest are provided in any seven-day period.
 - (d) 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.
 - (e) The requirements for rest periods need not be maintained in the case of emergency or other overriding operational conditions but in such cases the seafarers shall have an adequate compensatory rest period.
 - (f) Emergency drills will be conducted in such a manner that minimises the disturbance of rest periods and does not induce fatigue.



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9. REST PERIODS

- (1) Each seaman shall have a minimum of 10 hours rest in any 24-hour period.
- (2) The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length.
- (3) The minimum period of ten hours may be reduced to not less than 6 consecutive hours provided that any such reduction shall not extend beyond two days and not less than 77 hours of rest are provided in any seven-day period.
- (4) The requirements for rest periods need not be maintained in the case of emergency or other overriding operational conditions but in such cases the seamen shall have an adequate compensatory rest period.
- (5) Emergency drills will be conducted in such a manner that minimises the disturbance of rest periods and does not induce fatigue.
- (6) A short break of less than 30 minutes will not be considered a period of rest.

10. PUBLIC HOLIDAYS

Every seaman shall be entitled to eleven paid holidays as declared and gazetted by the Government of Singapore or as agreed by the Company and the Union. If a public holiday falls on a Sunday, he shall be entitled to another rest day in substitution thereof.

PART III SALARY AND OTHER MONETARY ITEMS

11. WAGES

Payment of wages shall commence from the day of departure from the place of engagement and shall continue at monthly interval until the date of signing off from the vessel or on the day of his arrival at the place of engagement, whichever is the later. This shall be considered

CAG
Man



Cadet	-	No Certificate of Competency required
3EO and 4EO	-	Engineering OOW
2EO	-	Second Engineering Officer
CEO	-	Chief Engineering Officer

Certain vessels engaged on limited trades and of below a certain kW engine power may be manned by Officers with a lower class or Certificate of Competency. The Company's policy will be to engage Officers for service in these vessels in accordance with the foregoing paragraph but, when necessary, will ensure that Officers serving in these vessels are in possession of at least the Class of Certificate required by STCW 10 and the relevant Flag State Administration.

Where a dispensation is required, the Officer may be examined by the relevant Flag State Administration. In the event of failure, the Officer will not be permitted to serve in the rank specified. Exemptions / Dispensations are only valid for a specified ship. Transfer of the holder to another vessel will necessitate another application for exemption/dispensation for the ship to which the Officer is to be transferred.

4. MINIMUM SAFE MANNING SCALES

The minimum number of Certificated Officers and Ratings for each Department on board, i.e Deck, Engine and Catering, will be along the parameters and criteria of the STCW 10 Convention and as specified by the relevant ship's Flag State Administration.

Minimum safe manning of each vessel will be reviewed annually in accordance with IMO Resolution A.1047(27) - Principles of minimum safe manning and flag state requirement. Review will be carried out during company's annual management review meeting.

NOTE: A FLAG APPROVED MINIMUM SAFE MANNING CERTIFICATE shall be prominently displayed onboard each vessel.

5. APPROVED MANNING SCALES

The Marine HR Manager, in conjunction with Fleet Management will consider and, if necessary, revise the Company Approved Manning Scale for each vessel in the fleet. The Approved Manning Scales invariably exceed the Minimum Safe Manning Scales specified by the relevant Flag State Administrations.

The Approved Manning scales, duly authorised by the Marine HR Manager, are the specification according to which the Crewing Department is to man each vessel. Any deviations from the Approved Manning Scale are to be authorised by the Marine HR Manager in conjunction with and after consultation with the Marine Manager.



1. Approved Manning Scales

Approved Manning Scales, duly authorised by the Marine Manager, are the specification according to which the Company owned and managed vessels are manned.

Fleet Management is responsible for reviewing the Approved Manning Scale for each vessel annually.

The following factors, amongst others, are considered during this process:

- The nature of the trade in which the vessel is engaged (a busy trade with many port calls at short intervals would justify a larger crew complement);
- The age of the vessel and the amount of additional maintenance and repair work required;
- The employment of the vessel (a vessel only employed for 15 days a month may only require a minimum crew complement).

The Crewing Department may not deviate from the Approved Manning Scale for each vessel without the approval of the Marine Manager. The Crewing Manager is responsible for ensuring that all vessels are manned according to the Approved Manning Scale.



RECRUITMENT PROCEDURE

The Crewing Manager will identify when there is a need to employ new officers into the fleet.

Once a requirement is identified, and dependant on Rank, the Crewing Manager will source applicants through the company's internal promotion policy.

Should there be no suitable candidate for promotion, then the Crewing Manager will request our Manning Agents to provide us with suitable candidates as per our Officer Training Matrix found in [Personnel Manual](#).

CV's will then be checked by the Crewing Department for suitability, qualifications and experience.

For Junior Officers, they will be interviewed by the Manning Agents or Company Representative, who will also confirm English Comprehension. The Interview will be completed using the relevant Required Competency and Experience Profiles form found in the Standard Office Forms Manual.

For Senior Officers, a Telephone / Skype interview will be conducted by the Company's Management, where English Comprehension will be assessed. The Interview will be completed using the relevant Required Competency and Experience Profiles form found in the Standard Office Forms Manual.

The Interview panel will consist of at least two Management Members with the relevant sea experience. A Ship Manager will lead the Questioning for Engineers, and the Marine Superintendent or DPA will lead the questioning for Deck Officers.

UNCONTROLLED DOCUMENT

Certificate No. 14IB0150



CREW ACCOMMODATION CERTIFICATE

(This Certificate shall be supplemented by a Record of Crew Accommodation.)

REPUBLIC OF SINGAPORE

Issued under the provisions of the
Merchant Shipping (Crew Accommodation) Regulations (Cap. 179, Rg 29)
under the authority of the Government of the Republic of Singapore

Name of Ship	Official Number or Call Sign	IMO Number	Port of Registry	Gross Tonnage	Date of Keel Laid (see below)
IVS SPARROWHAWK	399378	IMO 9712656	Singapore	21,194	30 April 2014

Type of ship: Bulk Carrier

Crew on Board:

Master:	1	persons
Officers (seafarers performing the duties of ship's officers):	9	persons
Petty Officers (ratings in supervisory position):	3	persons
Ratings (seafarers not performing the duties of ship's officers):	12	persons

THIS IS TO CERTIFY—

- 1 that the ship has been surveyed in accordance with regulation 5 of the Merchant Shipping (Crew Accommodation) Regulations.
- 2 that the crew accommodation of the ship complied with the provisions of those Regulations.

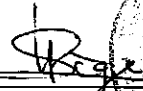
Completion date of the survey on which this certificate is based:

Issued at

Imabari, Japan

4 December 2014

The undersigned declares that he is duly authorised by the Government to the Republic of Singapore to issue this certificate.


(K. Shigematsu)
Surveyor of Nippon Kaiji Kyokai
Imabari Branch

Note: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for 2013, in which case the actual date should be given.



UNCONTROLLED DOCUMENT

NIPPON KAIJI KYOKAI

**SURVEY REPORT
FOR
CREW ACCOMMODATION**

To meet the provisions of ILO MLC, 2006 and the Merchant Shipping
(Crew Accommodation) Regulations of Singapore

No. 14IB0150 Survey Port Imabari, Japan Survey Date 4 December 2014

Name of Ship	Signal Letters	Nationality and Port of Registry	Gross Tonnage	Date on Which keel laid
IVS SPARROWHAWK	9V2742	Singapore/Singapore	21,194	2014 (see below)

IMO No. IMO 9712656

Classification No. 145648 Type of Ship Bulk Carrier

Persons on Board: Officers 10 Persons Petty Officers 3 Persons
Ratings 12 Persons

Shipbuilder Shin Kurushima Dockyard Co., Ltd. Ship No. 5855

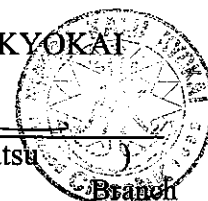
Shipowner IVS BULK 5855 PTE. LTD.

Address of Shipowner 200 Cantonment Road #03-01 Southpoint Singapore 089763

THIS IS TO CERTIFY that the undersigned has examined the ship for her crew accommodation in accordance with the provisions of Regulation 3.1 and Standard A3.1 of MLC, 2006 and the Merchant shipping (Crew Accommodation) Regulations of the Singapore, and found it in compliance with these provisions as reported herein.

*: delete as appropriate

NIPPON KAIJI KYOKAI

(K. Shigematsu)
Surveyor, Imabari Branch 

Note: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except in the year of coming into force of the Convention for the ship's flag government in which case the actual date should be given.

UNCONTROLLED DOCUMENT

Remarks

Nil

Checklist for Shipboard Inspection of MLC, 2006 (For Accommodation only)

Record No. 14IB0150

Retention period of this record is five years

Name and flag of Ship	IVS SPARROWHAWK / Singapore
Type of Ship	Bulk Carrier
Name of MLC Shipowner	GRINDROD SHIPPING PTE. LTD.
Type & Date of Inspection	4 December 2014
Place of Inspection	Imabari, Japan
Name of Inspector(s)	K. Shigematsu
MLC & DMLC Part I Number and issuing authority	---
DMLC Part II Number & approving Organization	---

UNCONTROLLED DOCUMENT

Checklist for Shipboard Inspection of MLC, 2006 (For Accommodation only)

	Questionnaire	Req.	YES	NO	¹ SE, ² A, ³ E	Remark
Title 3	Accommodation and recreational facilities					
1	Accommodation (General requirements)					
1.1	Does the headroom satisfy the minimum requirement of 203cm? (Limited reduction may apply if permitted by the competent authority)	A3.1.6a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.2	Is the accommodation (including sleeping, mess and recreation rooms and alleyways) adequately insulated to prevent condensation or overheating?	A3.1.6b	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.3	*Are the sleeping rooms (SRs) located above the loadline and either amidships or aft (in ships other than passenger ships and special ships)?	A3.1.6c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.4	Are any SRs located forward of the collision bulkhead? (Not permitted)	A3.1.6c	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
1.5	Are there any direct openings between cargo, machinery spaces, galleys, storerooms, drying rooms or communal sanitary areas to any of the sleeping rooms?	A3.1.6e	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
1.6	Are the external bulkheads and part bulkheads that separates cargo, machinery spaces, galleys, storerooms, drying rooms and communal sanitary areas from sleeping rooms constructed of steel / other approved substance and watertight and gas-tight?	A3.1.6e	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.7	Are the materials used to construct internal bulkheads, panelling and sheeting, floors and joining suitable for the purpose and conducive to ensuring a healthy environment?	A3.1.6f	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.8	Is there proper lighting and sufficient drainage provided in the accommodation areas?	A3.1.6g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.9	Does the accommodation, recreation and catering facilities meet the requirements of Reg. 4.3 and relevant parts of the convention on:					
a	health and safety protection and accident prevention?		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b	the prevention of exposure to hazardous levels of noise and vibration?	A3.1.6h R. 4.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c	the prevention of exposure to hazardous ambient factors and chemicals on board?		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d	the provision of acceptable occupational and on board living environmental conditions?		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.10	Do seafarers have access to space or spaces on open deck that are accessible when off duty	A3.1.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.11	When the ship is trading to mosquito-infested ports are appropriate devices fitted as set out in the national requirements? (ref. DMLC Part I)	A3.1.16	<input type="checkbox"/>	<input type="checkbox"/>		
1.12	Are there records of frequent inspections by the master or designated officer of the seafarers' accommodations (in accordance with the DMLC Part II, where applicable)?	A3.1.18	<input type="checkbox"/>	<input type="checkbox"/>		
2	Noise and Vibration					

¹ "SE" means Substantial Equivalence

² "A" means Alternation

³ "E" means Exemption



Checklist for Shipboard Inspection of MLC, 2006 (For Accommodation only)

	Questionnaire	Req.	YES	NO	¹ SE, ² A, ³ E	Remark
3	Ventilation and Air-condition					
3.1	Are all sleeping rooms and mess rooms adequately ventilated?	A3.1.7a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.2	Is the ship equipped with air conditioning for the seafarer accommodation, any separate radio room and any centralized machinery control room?	A3.1.7b	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.3	Is the air in the seafarer accommodation, any separate radio room and any centralized machinery room maintained in a satisfactory condition?	A3.1.7b	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.4	Sanitary spaces ventilated to open air independently of other accommodation?	A3.1.7c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4	Heating					
4.1	Is an appropriate heating system of seafarer accommodation provided?	A3.1.7d	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4.2	Is the temperature in the seafarer accommodation maintained in a satisfactory condition?	B3.1.3.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5	Lighting					
5.1	Is proper lighting provided?	A3.1.6g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6	Sleeping Room (SR)					
6.1	Are all SRs adequately ventilated?	A3.1.7a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.2	Are SRs lit by natural light and provided with adequate artificial light in accordance with relevant national standards? (Special arrangements may be set for passenger ships) (ref. DMLC Part I)	A3.1.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.3	Are there any direct openings between cargo, machinery spaces, galleys, storerooms, drying rooms or communal sanitary areas to any of the sleeping rooms? (Not permitted)	A3.1.6c	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
6.4	Are individual SRs provided for each seafarer? Definition of 'seafarer' to be found in DMLC Part I. (Exemptions may apply to ships of less than 3,000 GRT or special purpose ships) (ref DMLC Part I) (This requirement does not apply to passenger ships)	A3.1.9a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.5	Are there separate SRs for women and men?	A3.1.9b	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.6	Are SRs of adequate size and properly equipped to provide comfort and to facilitate tidiness?	A3.1.9c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.7	Is a separate sleeping berth provided for each seafarer?	A3.1.9d	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.8	Do all berths satisfy the minimum inside size dimensions of 198 x 80 cm?	A3.1.9e	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.9	Does the floor area in all single berth SRs satisfy the following minimum size requirements:	A3.1.9f				
a	4.5m ² in ships of less than 3,000 GRT (A reduction in size may apply if permitted by the competent authority) (ref DMLC Part I)	A3.1.9f.i A3.1.9g	<input type="checkbox"/>	<input type="checkbox"/>		

Checklist for Shipboard Inspection of MLC, 2006 (For Accommodation only)

Questionnaire		Req.	YES	NO	¹ SE, ² A, ³ E	Remark
b	5.5m ² in ships of 3,000 GRT or over but less than 10,000 GRT	A3.1.9f.ii	<input type="checkbox"/>	<input type="checkbox"/>		
c	7m ² in ships of 10,000 GRT or more	A3.1.9f.iii	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d	On ships of less than 3,000 GRT other than passenger ships and special purpose ships: - Is the maximum occupancy of 2 persons per SR met and is the floor area not less than 7m ² ?	A3.1.9h	<input type="checkbox"/>	<input type="checkbox"/>		
6.10	On passenger ships and special purpose ships: - Is the floor area of SRs, which are occupied seafarers not performing the duties of ship's officers, not less than:	A3.1.9i				
a	7.5m ² - 2 persons?	A3.1.9i.i	<input type="checkbox"/>	<input type="checkbox"/>		
b	11.5m ² - 3 persons?	A3.1.9i.ii	<input type="checkbox"/>	<input type="checkbox"/>		
c	14.5m ² - 4 persons?	A3.1.9i.iii	<input type="checkbox"/>	<input type="checkbox"/>		
6.11	On special purpose ships: - Is the floor of SRs when occupied by more than 4 persons per room not less than 3.6m ² per person?	A3.1.9j	<input type="checkbox"/>	<input type="checkbox"/>		
6.12	On passenger ships and special purpose ships: - Is the floor area of SRs for junior officers not less than 7.5m ² when no private sitting room / day room is provided?	A3.1.9l	<input type="checkbox"/>	<input type="checkbox"/>		
6.13	On passenger ships and special purpose ships: - Is the floor area of SRs for senior officers not less than 8.5m ² when no private sitting room / day room is provided?	A3.1.9l	<input type="checkbox"/>	<input type="checkbox"/>		
6.14	On ships other than passenger ships and special purpose ships: - Is the floor area of SRs for ships' officers, where there is no private sitting room or day room provided, not less than:	A3.1.9k				
a	7.5m ² in ships of less than 3,000 GRT?	A3.1.9k	<input type="checkbox"/>	<input type="checkbox"/>		
b	8.5m ² in ships of 3,000 GRT or over but less than 10,000GRT?	A3.1.9k	<input type="checkbox"/>	<input type="checkbox"/>		
c	10m ² in ships of 10,000GRT or over?	A3.1.9k	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.15	Does the master, the chief engineer and the chief navigating officer (including second engineer, if practicable) have an adjoining sitting room, day room or an equivalent in addition to their SR? (An exemption may apply to ships of less than 3,000 GRT) (ref DMLC Part I)	A3.1.9m B3.1.5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.16	In each SR is each seafarer provided with a clothes locker (minimum 475 liters) and a drawer or equivalent space of not less than 56 liters capacity? Combined units are permitted but shall be 500 liters minimum. Are all lockers provided with a shelf and are able to be locked?	A3.1.9n	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.17	Is each SR provided with a table or desk and comfortable seating accommodation as necessary?	A3.1.9o	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.18	Does each SR have a washbasin with hot and cold running fresh water; except in cases when such a washbasin is situated in a private bathroom? (This does not apply to passenger ships)	A3.1.11d	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7	Mess Room (MR)					
7.1	Are MRs adequately ventilated?	A3.1.7a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7.2	Are MRs lit by natural light and provided with adequate artificial light?	A3.1.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7.3	Are MRs located as close as possible to the galley and apart from SRs? (Exemption may apply to ships of less than 3,000 GRT -ref. DMLC Part I)	A3.1.10a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7.4	Are MRs, taking due account of the number of seafarers on board, of adequate size, comfort, properly equipped and furnished, including ongoing refreshment facilities?	A3.1.10b	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Checklist for Shipboard Inspection of MLC, 2006 (For Accommodation only)

	Questionnaire	Req.	YES	NO	SE, 2A, 3E	Remark
8	Recreational Facilities (RF)					
8.1	Are recreational facilities (RF), amenities and services provided for the seafarer on board ship?	A3.1.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9	Sanitary Facilities					
9.1	Are all toilets and other sanitary facilities (SF) functioning properly?	A3.1.11a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9.2	Are separate SF provided for men and women?	A3.1.11a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9.3	Do all seafarers have convenient access to SF?	A3.1.11a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9.5	Are there SF within easy access of the navigating bridge and the machinery space or near the engine room control center? (Exemption may apply to ships of less than 3,000 GRT) (ref DMLC Part I)	A3.1.11b	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9.6	Are the following SF provided for at a convenient location for those seafarers who do not have personal SFs? For every 6 seafarers or less a minimum of:					
a	1 toilet		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b	1 wash basin	A3.1.11c	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c	1 tub or shower or both		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9.7	On passenger ships, normally engaged on voyages of not more than four hours duration, are all the special arrangements or exemptions with regard to the SF in accordance to that specified by the competent authority? (ref. DMLC Part I)	A3.1.11e	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
9.8	Is hot and cold running fresh water available in all wash places?	A3.1.11f	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
10	Laundry Facilities (LF)					
10.1	Are there appropriately located and equipment laundry facilities provided on board the ship?	A3.1.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
11	Hospital Accommodation (HA)					
11.1	Is separate hospital accommodation (HA) provided on board for exclusively medical purposes? (applies to ships carrying 15 or more seafarers and engaged in voyages of more than 3 days) (Exemption may apply to ships engaged in coastal trade)	A3.1.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
11.2	Is the HA easy to access, comfortable and conducive to the occupants' receiving prompt and proper attention?	A3.1.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12	Offices					
12.1	Is there a separate or a common ship's office provided for use by deck and engine departments on the ship? (Exemption may apply to the ships of less than 3,000 GRT)	A3.1.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

Record No. 14IB0150

Retention period of this record is five years

Name and flag of Ship	IVS SPARROWHAWK	Singapore
IMO Number	IMO 9712656	
Type of Ship	Bulk Carrier	
Name of Ship Yard	Shin Kurushima Dockyard Co., Ltd.	
Name of owner or client of construction	IVS BULK 5855 PTE. LTD.	
Name of MLC Shipowner	GRINDROD SHIPPING PTE. LTD.	
Type & Date of Document review	4 December 2014	
Place of Document review	Imabari, Japan	
Name of surveyor(s)/Inspector(s)	K. Shigematsu	
MLC Number and issuing Authority or Organization	---	---
DMLC Part I Number and issuing authority	---	---

Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

		Items to be checked	Req.	YES	NO	SE, A, E NA	Remark
Title 3	Accommodation and recreational facilities						
1	General						
1.1	The materials used to construct internal bulkheads, paneling and sheeting, floors and joints are suitable and conducive to ensuring a healthy environment for the seafarers.						
1.2	External bulkheads of sleeping rooms and mess rooms are adequately insulated. All machinery casings and all boundary bulkheads of galleys and other spaces in which heat is produced are adequately insulated where there is a possibility of resulting heat effects in adjoining accommodation or passageways. Care also is taken to provide protection from heat effects of steam and/or hot water service pipes.						
1.3	Internal bulkheads are of approved material which is not likely to harbour vermin.						
1.4	Sleeping rooms, mess rooms, recreation rooms and alley-ways in the crew accommodation space are adequately insulated to prevent condensation or overheating.						
1.5	Main steam and exhaust pipes for winches and similar gear do not pass through crew accommodation.						
1.5.1	Above mentioned main steam and exhaust pipes, whenever technically possible, through alley-ways leading to crew accommodation;						
1.5.2	If main steam and exhaust pipes pass through such alley-ways, they are adequately insulated and encased.						
1.6	Inside paneling or sheeting is of material with a surface easily kept clean.						
1.6.1	Tongued and grooved boarding or any other form of construction likely to harbour vermin is not used.						
1.7	The construction of the accommodation comply with the relevant provisions of the Merchant Shipping (Safety Convention) Regulations (Rg 11) (as amended from time to time) as regards the fireprevention or fire-retarding measures.						
1.8	The wall surface and deckheads in sleeping rooms and mess rooms are made of a material with a surface easily kept clean and, if painted, is light in colour. Lime wash must not be used.						
1.9	The wall surfaces are renewed or restored as necessary.						
1.10	The decks in all crew accommodation are of approved material and construction and provide a non-slip surface impervious to damp and easily kept clean.						
1.11	Where the floorings are of composition, the joinings with sides are rounded to avoid crevices.						
2	Ventilation						
2.1	The system of ventilation are controlled so as to maintain the air in a satisfactory condition and to ensure a sufficiency of air movement in all conditions of weather and climate.						

ClassNK

1 "SE" means Substantial Equivalence

1 "A" means Alternation

1 "E" means Exemption 4"NA" means Not Applicable

MLC-CHK-SHIP-Accom-e (SGP)

Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

	Items to be checked	Req.	YES	NO	SE, A, E NA	Remark
2.2	Except for those ships normally employed in the cold waters of the northern or southern hemispheres, ships engaged outside the tropics are equipped with either mechanical means of ventilation or electric fans.	Regulations 7_(4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2.3	All new MLC ships, except for ships normally employed in the cold waters of the northern or southern hemispheres, are equipped with air-conditioning in all sleeping rooms, separate radio rooms and centralised machinery rooms.	Regulations 7_(5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2.4	Power for the operation of the aids to the ventilation required by paragraphs (3), (4) and (5), when practicable, is available at all times when the crew is living or working on board and when conditions so require.	Regulations 7_(6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2.5	Air-conditioning systems provided in all new MLC ships are controlled so as to maintain the air in a satisfactory condition and to ensure a sufficiency of air movement in all conditions of weather and climate.	Regulations 7_(7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2.5.1	Air-conditioning systems are not produce excessive noise or vibration.		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
3	Heating system					
3.1	An adequate system of heating the crew accommodation is provided except in ships engaged exclusively in voyages in the tropics or the Persian Gulf.	Regulations 8_(1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.2	The heating system, when practicable, is in operation at all times when the crew is living or working on board and when conditions require its use.	Regulations 8_(2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.3	In any ship in which heating is provided by a stove, measures are taken to ensure that the stove is of sufficient size and is properly installed and guarded.	Regulations 8_(3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.3.1	Heating of new MLC ships is not by means of steam in any crew accommodation area.		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
3.4	In any ship in which heating is provided by a stove, measures are taken to ensure that the stove is of sufficient size and is properly installed and guarded and it is satisfied that the air is not fouled.	Regulations 8_(4)	<input type="checkbox"/>	<input type="checkbox"/>	NA	
3.4.1	In any ship in which heating is provided by a stove, measures are taken to ensure that the air is not fouled.		<input type="checkbox"/>	<input type="checkbox"/>	NA	
3.5	The heating system is capable of maintaining the temperature in crew accommodation at a satisfactory level under normal conditions of weather and climate likely to be met with on service. Heat load calculations are submitted to the Director or an authorised organisation for approval to show that the heating system is capable of ensuring that the temperature in crew accommodation can be maintained at 21 degrees centigrade when the ventilation system provided for those rooms is working so as to supply at least 25 m ³ of fresh air per hour for each person for whom that room is designed and when the ambient temperature is -1 degree centigrade.	Regulations 8_(5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.6	Radiators and other heating apparatus are so placed and, where necessary, shielded as to avoid risk of fire or danger or discomfort to the occupants.	Regulations 8_(6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4	Lighting arrangement					
4.1	All crew spaces are adequately lighted. The minimum standard for natural lighting in living rooms is such as to permit a person with a normal vision to read on a clear day an ordinary newspaper in any part of the space available for free movement. When it is not possible to provide adequate natural lighting, artificial lighting of the above minimum standard are provided.	Regulations 9_(2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		



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MLC-CHK-SHIP-Accom-e (SGP)

Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

	Items to be checked	Req.	YES	NO	SE, A, E NA	Remark
4.2	In all ships, electric lights are provided in the crew accommodation. If there are not 2 independent sources of electricity for lighting, additional lighting are provided by properly constructed lamps or lighting apparatus for emergency use.	Regulations 9_(3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4.3	Artificial lighting is so disposed as to give the maximum benefit to the occupants of the room.	Regulations 9_(4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4.4	In sleeping rooms, an electric reading lamp is installed at the head of each berth.	Regulations 9_(5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5	Sleeping rooms					
5.1	Except in ships of less than 800 tons, there are a sufficient number of sleeping rooms to provide a separate room or rooms for each department.	Regulations 10_(8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.2	In the case of passenger ships, the number of persons allowed to occupy sleeping rooms does not exceed the following maxima.	Regulations 10_(9)	<input type="checkbox"/>	<input type="checkbox"/>	NA	
a	officers in charge of a department, navigating and engineer officers in charge of a watch and senior radio officers or operators -- one person per room;	Regulations 10_(9)(a)				
b	other officers -- one person per room wherever possible, and in no case more than 2;	Regulations 10_(9)(b)				
c	petty officers -- one or 2 persons per room, and in no case more than 2;	Regulations 10_(9)(c)				
d	other ratings -- 2 or 3 persons per room wherever possible, and in no case more than 4.	Regulations 10_(9)(d)				
5.3	The maximum number of persons to be accommodated in any sleeping room is indelibly and legibly marked in some place in the room where it can conveniently be seen.	Regulations 10_(11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.4	Berths are not placed side by side in such a way that access to one berth can be obtained only over another.	Regulations 10_(13)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
5.5	Berths are not arranged in tiers of more than 2.	Regulations 10_(14)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
5.5.1	In the case of berths placed along the ship's side, there is only a single tier where a sidelight is situated above a berth.		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.6	The lower berth in a double tier are not less than 30 cm above the floor.	Regulations 10_(15)	<input type="checkbox"/>	<input type="checkbox"/>	NA	
5.6.1	The upper berth is placed approximately midway between the bottom of the lower berth and the lower side of the deckhead beams.		<input type="checkbox"/>	<input type="checkbox"/>	NA	
5.7	The framework and the lee-board, if any, of a berth is of approved material, hard and smooth.	Regulations 10_(17)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.7.1	The framework and the lee-board, if any, of a berth is not likely to corrode or to harbour vermin.		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
5.8	If tubular frames are used for the construction of berths, they are completely sealed and without perforations which would give access to vermin.	Regulations 10_(18)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.9	Each berth is fitted with a spring bottom or a spring mattress and with a mattress of approved material.	Regulations 10_(19)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

ClassNK

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MLC-CHK-SHIP-Accom-e (SGP)

Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

	Items to be checked	Req.	YES	NO	SE, A, E NA	Remark
5.9.1	Stuffing of straw or other material likely to harbour vermin is not used for berth.	Regulations 10 (19)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
5.10	When one berth is placed over another, a dust-proof bottom of wood, canvas or other approved material are fitted beneath the spring bottom of the upper berth.	Regulations 10 (20)	<input type="checkbox"/>	<input type="checkbox"/>	NA	
5.11	Sleeping rooms are so planned and equipped as to ensure reasonable comfort for the occupants and to facilitate tidiness.	Regulations 10 (21)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.11.1	Sleeping rooms, as far as practicable, are attached to private sanitary facilities.	Regulations 10 (21)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
5.12	The clothes lockers are not less than 1.52 m in height and of a cross-section area of 0.193 m ²	Regulations 10 (22)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
5.12.1	The clothes lockers are fitted with a shelf and a locking means. The clothes locker have a minimum volume of 0.475 m ³ .	Regulations 10 (22)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.13	The furniture is of smooth, hard material not liable to warp or corrode.	Regulations 10 (24)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.14	Sleeping rooms are fitted with curtains for the side-lights.	Regulations 10 (26)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5.15	Sleeping rooms are fitted with a mirror, small cabinets for toilet requisites, a book rack and a sufficient number of coat hooks.	Regulations 10 (27)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6	Mess room					
6.1	The floor area of each mess room, other than a passenger ship, are not less than 1.5 m ² per person of the planned seating capacity.	Regulations 11 (2A)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
6.2	Each mess room in a new MLC ship is equipped with -	Regulations 11 (2B)				
a	a refrigerator placed at an accessible location and of sufficient capacity for the number of persons likely to use the mess room at any one time;	Regulations 11 (2B)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b	facilities for hot beverages; and	Regulations 11 (2B)(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c	cool water facilities.	Regulations 11 (2B)(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.3	Mess rooms are equipped with tables and seats of an approved type, sufficient for the number of persons likely to use them at any one time.	Regulations 11 (3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.4	Where available pantries are not accessible to mess rooms, adequate lockers for mess utensils and proper facilities for washing utensils are provided.	Regulations 11 (6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6.5	The tops of tables and seats are of damp-resisting material, without cracks and capable of being easily cleaned.	Regulations 11 (7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7	Recreation room					
7.1	Recreation accommodation, conveniently situated and appropriately furnished, is provided for officers and for ratings. Where this is not provided separately from the mess rooms, the latter are planned, furnished and equipped to give recreational facilities.	Regulations 12 (2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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MLC-CHK-SHIP-Accom-e (SGP)

Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

	Items to be checked	Req.	YES	NO	SE, A.E NA	Remark
7.2	Recreational accommodation on all new MLC ships are furnished with a television, book-case with reading materials and facilities for reading, writing and, where practicable, games.	Regulations 12 (3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7.3	All new MLC ships provide access to ship to shore telephone communications and email and Internet facilities, where available.	Regulations 12 (4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7.4	If any fee is charged for the use of the communications or facilities referred to in paragraph (4), the fee is of a reasonable amount.	Regulations 12 (5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8	Sanitary arrangement					
8.1	The following minimum number of separate water closets are provided:	Regulations 13 (2)				
a	in ships of less than 800 tons -- 3;	Regulations 13 (2)(a)	<input type="checkbox"/>	<input type="checkbox"/>	NA	
b	in ships of 800 tons or more, but less than 3,000 tons -- 4;	Regulations 13 (2)(b)	<input type="checkbox"/>	<input type="checkbox"/>	NA	
c	in ships of 3,000 tons or more -- 6;	Regulations 13 (2)(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d	in ships where the radio officers or operators are accommodated in an isolated position, sanitary facilities near or adjacent thereto is provided.	Regulations 13 (2)(d)	<input type="checkbox"/>	<input type="checkbox"/>	NA	
8.2	Cold fresh water and hot fresh water or means of heating water is available in all communal wash places -- the crew is provided with --	Regulations 13 (6)				
a	(i) fresh water of capacity sufficient to provide at least 72 litres per man per day and drinking water of capacity sufficient to provide at least 18 litres per man per day; or	Regulations 13 (6)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b	(ii) drinkable water of capacity sufficient to provide at least 90 litres per man per day if the fresh water provided under sub-paragraph (i) is also of drinkable quality;	Regulations 13 (6)(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c	the number of days are sufficient to cover the longest voyage the ship is expected to undertake with a maximum of 30 days;	Regulations 13 (6)(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8.3	if a distilling or evaporating plant capable of producing --	Regulations 13 (7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	(i) at least 144 litres of fresh water per man per day and at least 36 litres of drinking water per man per day; or	Regulations 13 (8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	(ii) at least 180 litres of drinkable water per man per day, is provided, the water capacity to be provided for the crew may be reduced to at least 7 days' supply, or sufficient to cover the longest voyage the ship is expected to undertake, whichever is the less, subject to sub-paragraph (a).	Regulations 13 (9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8.4	Wash basins and tub baths are of adequate size and constructed of approved material with a smooth surface not liable to crack, flake or corrode.	Regulations 13 (10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8.5	All water closets have ventilation to the open air, independently of any other part of the accommodation.		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8.6	All water closets are of a pattern approved by the Director or an authorised organisation and are provided with an ample flush of water, available at all times and independently controllable.		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Soil pipes and waste pipes are of adequate dimensions and are so constructed as to minimise the risk of obstruction and to facilitate cleaning.		<input checked="" type="checkbox"/>	<input type="checkbox"/>		



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Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

	Items to be checked	Req.	YES	NO	SE, A, E NA	Remark
8.7	Sanitary accommodation intended for the use of more than one person comply with the following requirements:	Regulations 13 (11)				
a	floors are of approved durable material, easily cleaned and impervious to damp, and are properly drained;	Regulations 13 (11)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b	bulkheads are of steel or other approved material and are watertight up to at least 23 cm above the level of the deck;	Regulations 13 (11)(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c	the accommodation are sufficiently lighted, heated and ventilated;	Regulations 13 (11)(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d	water closets are situated convenient to, but separate from, sleeping rooms and wash rooms, without direct access from the sleeping rooms or from a passage between sleeping rooms and water closets to which there is no other access, except that this requirement is not apply where a water closet is located in a compartment between 2 sleeping rooms having a total of not more than 4 persons;	Regulations 13 (11)(d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
e	where there is more than one water closet in a compartment, it is sufficiently screened to ensure privacy.	Regulations 13 (11)(e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8.8	In all new MLC ships, the facilities for washing clothes include --	Regulations 13A (13a)				
a	washing machines;	Regulations 13A (13a)(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b	drying machines or adequately heated and ventilated drying rooms; and	Regulations 13A (13a)(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c	irons and ironing boards or any equivalent facilities” .	Regulations 13A (13a)(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8.9	The facilities for drying clothes are provided in a compartment separate from sleeping rooms and mess rooms, adequately ventilated and heated and equipped with lines or other fittings for hanging clothes.	Regulations 13 (14)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9	Hospital					
9.1	Hospitals are provided with one berth for every 50 or fraction of 50 members of the crew, and one berth for every additional 12 crew members or fraction thereof, above 50	Regulations 14 (4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9.2	Water closet in all ships accommodation in all ships are provided for the exclusive use of the occupants of the hospital accommodation, either as part of the accommodation or in close proximity thereto and in the case of new MLC ships, water closet accommodation comprise a minimum of one toilet, one wash basin and one tub or shower.	Regulations 14 (5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9.3	An approved medicine chest with readily understandable instructions is carried in every ship which does not carry a doctor.	Regulations 14 (7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
10	Other arrangement					
10.1	Sufficiently and adequately ventilated accommodation for the hanging of oil skins are provided outside, but convenient to, the sleeping rooms.	Regulations 15 (1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

	Items to be checked	Req.	YES	NO	SE, A, E NA	Remark
10.2	Where separate facilities for engine department personnel to change their clothes are provided on a new MLC ship, they should be - (a) located outside the machinery space but with easy access to it; (b) fitted with individual clothes lockers; (c) fitted with tubs or showers or both; and (d) fitted with wash basins having hot and cold running fresh water. <<Not be forcible>>	Regulations 15_(3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		



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MLC-CHK-SHIP-Accom-e (SGP)

Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

UNCONTROLLED DOCUMENT

Note

1 Application and exemption

[Regulations 3]

- Unless otherwise expressly provided, these Regulations --
- (1) (a) shall apply to all new ships, subject to sub-paragraph (c);
 - (b) shall not apply to any existing ship, subject to sub-paragraph (c), unless --
 - (i) the owner of the ship so requests; or
 - (ii) the crew accommodation in such ship is substantially altered or reconstructed and such alteration or reconstruction takes place on or after 1st December 1997;
 - (c) shall not apply to --
 - (i) a ship of less than 500 tons other than a new MLC ship;
 - (ii) a ship primarily propelled by sail but having auxiliary engines, other than a new MLC ship;
 - (iii) a ship engaged in fishing or similar pursuits;
 - (iv) a tug other than a tug that is a new MLC ship; or
 - (v) a ship, exclusively engaged on special limit voyages, other than a new MLC ship; and
- (2) Regulations 7(5) and 13(4B) and (12) shall not apply to a new MLC ship of less than 200 tons.
- (3) The requirements for minimum floor areas in regulation 10(5A), (5C), (5D), (5E) and (5H) shall not apply to a new MLC ship of less than 200 tons.
- (4) The Director may exempt any ship from any provision of these Regulations either unconditionally or subject to such conditions as he thinks fit if he is satisfied that --
- (a) compliance with that provision is either impracticable or unreasonable in respect of that ship; and
 - (b) the health and safety of crew members on that ship will be protected.

2 Crew Accommodation Certificate

The survey of ships, so far as regards the enforcement of the provisions of these Regulations, shall be carried out by a surveyor of ships or an authorised organisation.
[Regulations 5_(1)]

A ship shall be surveyed on every occasion when --

- (a) it is registered;
 - (b) its crew accommodation has been substantially altered or reconstructed; or
 - (c) the Director has reason to believe that its crew accommodation does not comply with the provisions of these Regulations.
- [Regulations 5_(2)]

After a survey under paragraph (2), a ship which complies with these Regulations shall be issued with a crew accommodation certificate by the Director or an authorised organisation.
[Regulations 5_(3)]

The crew accommodation certificate issued under paragraph (3) --

- (a) to a ship that is not a new MLC ship shall be in Form 1 set out in the Schedule; and
 - (b) to a new MLC ship shall be in Form 2 set out in the Schedule.
- [Regulations 5_(4)]

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Additional Checklist for Survey/Inspection for Singaporean vessels (Accommodation only)

When a ship is exempted from any of these Regulations under regulation 3, an exemption certificate for crew accommodation in respect of the ship shall be issued by the Director or an authorized organisation.

[Regulations 5_(5)]

(Please note that ClassNK should not issue exemption certificate. If there are exemption matters, surveyor should advise the shipowner to apply for exemption to the MPA. Exemption matters should be stated in DMLC Part I and Exemption Certificate for Crew accommodation issued by Singapore Government.)

The exemption certificate for crew accommodation issued under paragraph (5) --

- (a) to a ship that is not a new MLC ship shall be in Form 3 set out in the Schedule; and
- (b) to a new MLC ship shall be in Form 4 set out in the Schedule.

[Regulations 5_(6)]

Regarding the Sleeping Room, in the space occupied by berths and lockers, chests of drawers and seats shall be included in the measurement of the floor area. Small or irregularly shaped spaces which do not add effectively to the space available for free movement and cannot be used for installing furniture shall be excluded.

[Regulations 10_(6)]

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MLC-CHK-SHIP-Accom-e (SGP)

**15.0. CATERING DEPARTMENT***FLEET PROCEDURES MANUAL***CATERING DEPARTMENT – GENERAL****1. SCOPE**

This procedure defines the guidelines on maintain the Galley and accommodation.

2. CODE

MLC 2006

3. CONTENTS

This chapter is divided into two sub-chapters, namely:

- a. 15.1 Accommodation and Recreational Spaces
- b. 15.2 Catering and Victualing

4. RESPONSIBILITY AND AUTHORITY

The Master has responsibility to ensure Officers and Crew are accommodated and fed in a safe, clean and dignified way while aboard the vessel. This requirement is controlled by the MLC 2006 (as amended). He will conduct weekly rounds of the accommodation, galley, food stores, fridges, common areas, and check the Fresh water system and storage. He will be accompanied by at least one other officer.

The findings will be entered into the ships log book, along with the following information:

- a. Date and Time of rounds
- b. Names of accompanying Officers
- c. Findings Accommodation

5. CATERING STAFF ONBOARD

The Catering Department onboard consists of the following personnel with different responsibilities:

- a. Cook
- b. Steward and/or Messman

6. COOK AND CATERING STAFF QUALIFICATIONS

A cook shall only be appointed to a vessel once he has complied with the following requirements:

- a. He/She is in possession of a valid qualifications acceptable to Flag State to perform the duty of Cook aboard the vessel. This will be in the form of a Qualification as a Cook, issued by a country that has ratified the MLC 2006.
- b. He/She has an understanding of food hygiene and food handling, as well as the storage of food.
- c. He/She understands the need for good personal hygiene when handling food.
- d. He/She is capable of instructing subordinates in (b) and (c) above.

Any person who is appointed assist with the handling, preparation or storage of food must have proof of being instructed, or having attended a relevant course.



10. MEDICAL LOCKER

- 10.1. The medical locker is to be checked annually by a chemist and restocked as per Flag State requirements.
- 10.2. Medicines should be organised alphabetically, by generic name or in their constituent groups using letters, or using their IMGS number and storing them in numerical order.
- 10.3. A full inventory list of medicines carried must be available detailing their position of storage and date of expiry
- 10.4. Controlled drugs must be stored in a secure locker and the key kept in the possession of the Master.

11. FIRST AID KITS

11.1. First aid kits should be available as follows:

- Medical locker, ready for swift transfer to the site of an accident.
- Bridge
- Cargo control room/ship's office
- Engine room
- Galley

11.2. The first aid kit, as a minimum, should contain the following:

- Individually wrapped wound plasters
- Medium and large sterile dressings/compression pads
- Bandages, including tri-angular bandage
- Cotton wool, surgical tape, safety pins, alcohol wipes, eye pads, scissors.

12. PROVISIONS AND WATER

12.1. The Master must ensure that provisions and water are provided which:

- Are suitable in respect of quantity, nutritive value, quality and variety having regard to the size and Nationality of the crew and the character and nature of the voyage.
- Do not contain anything which is likely to cause sickness or injury to health or which renders any provision or water unpalatable.
- Are otherwise fit for consumption.

See Fleet Operating Manual, Section 15 for further information

13. CREW ACCOMMODATION

The crew accommodation is to be maintained in a clean and habitable condition with all equipment and installations maintained in good working order.

The Master accompanied by at least one other crewmember (of any rank) must inspect every part of the crew accommodation at least every 7 days. A record is to be made in the OLB.

Crewmembers are expected to keep their quarters clean and tidy.

See Fleet Operating Manual Section 15 for further information.

14. GOOD HOUSEKEEPING

Refer to [chapter on Safety induction \(Good housekeeping\)](#) of Code of Safe Working Practices for Merchant Seamen (CSWP). See Fleet Operating Manual Section 15 for further information.

15. HEALTH AND HYGIENE

Refer to [chapter "Food preparation and handling in catering department"](#) of CSWP. See Fleet Operating Manual Section 15 for further information.

16. WORKING IN HOT CLIMATES

Refer to [chapter "Living on board"](#) of CSWP publication.

17. FOOD PREPARATION AND HANDLING

Refer to [chapter "Food preparation and handling in catering department"](#) of CSWP publication.

High standards of hygiene and cleanliness of the galley, pantry and messrooms are important and must always be maintained. A disposable paper towel and a bacterial soap from a dispenser must be available in the galley for the Cook to use when washing hands. See Fleet Operating Manual Section 15 for further information.

18. SUBSTANCES HAZARDOUS TO HEALTH

Refer to [chapter "Hazardous substances and mixtures"](#) of CSWP publication.

19. HEALTH HAZARDS OF CHEMICALS

19.1. TOXICITY

Toxic means the same as poison. Toxicity may be described as the ability of a substance, when inhaled, ingested, or absorbed by the skin, to cause damage to living tissue, impairment of the central nervous system, severe illness or, in extreme case, death.

Prevention of exposure is achieved through a combination of cargo containment that prevents toxic fumes or liquid from contaminating the workplace, and the use of Personal Protective Gear.



ACCOMMODATION AND RECREATIONAL SPACES

1. ACCOMMODATION

1.1 Officer Cabins

Ship's Officers are expected to keep their cabins in a tidy condition. Crew and Officer Cadets are responsible for maintaining the cleanliness of their own cabins. The Steward will only clean Officer Cabins.

A guidance document for Stewards is provided to assist with in-depth cabin cleaning and to maintain a common structured programme of cleaning. Cabins are inspected by the Master and Port Health (for issuing Ship Sanitation Exemption Certificates).

Cabins Occupied by Officer Wives or Family.

From time to time Officers may have family onboard. Families of Officers are responsible for maintaining levels of good housekeeping and cleanliness in the cabins they occupy whilst onboard. The Steward will only clean cabins occupied by Officers' wives/families as set out in the cleaning routines below. Cleaning will only be carried out when the cabin is vacant. The Steward will not clean or enter a cabin when occupied by Officers' wives/families. Some ships may wish to operate a different system and arrange cleaning to be completed by the Officer and their wives/families and not the Steward.

Crew and Officer Cabin Cleaning

The following will be carried out:

Daily Clean

- a. Clean sink and toilet bowl
- b. Vacuum clean carpet as required
- c. Dust as required
- d. Empty bin
- e. Bunk to be made up

Weekly Clean

- a. Change bunk linen and towels
- b. Clean shower deck and shower bulkheads
- c. Dust cabin
- d. Vacuum clean carpet, paying attention to edges and corners
- e. Polish chrome
- f. Polish mirrors

As Required

- a. Shampoo carpet
- b. Launder cabin curtains and seat covers
- c. Wash cabin bulkheads and deckheads
- d. Bathroom scuppers to clean out
- e. Launder/replace shower curtain
- f. Clean port boxes
- g. Vacuum clean down sides of furniture and underneath seat

h. cushions

Note: The Steward will stagger the Officer cabin weekly clean by undertaking one Officer Cabin weekly clean each day.

Any damage to equipment or cabin fittings are to be reported to the Chief Engineer by the cabin occupant as soon as possible.

1.2 Linen Locker

The linen locker is to be kept tidy and stocked neatly according to product. Towel stock checks will be carried out every six months (end of July / end of January) by the Steward. The towel stock check sheet will be used, and any losses from the previous stock check are to be reported to the Master by the Steward.

Completed count sheets will be kept on file in the linen locker and available for inspection by the Master or visiting Superintendent as required.

The linen locker is to remain locked when not in use. Agreed times and days are set in conjunction with the Master to enable crew to obtain fresh clean weekly linen.

Damaged and old linen no longer fit for use can be offered to the technical department as rags. The Master will be advised of what linen has been condemned by the Steward.

It is company policy that all normal shipboard laundering be carried out on board by shipboard personnel.

An amount of US\$ 200.00 per month has been allocated as laundry allowance. This is the maximum amount per month that will be paid for this service. The payment of \$200 is to be credited directly to the wage account(s) of the person(s) carrying out the actual work and can be allocated as follows:

If the Steward/Cook or other responsible officer receives assistance from the catering ratings or other crew members, then the total amount of \$200.00 shall be equally divided between those doing the work.

Under no circumstances shall more than a total of \$200.00 be credited in one month for the laundry work. If there is a change of personnel performing the task during the month, then the amount due to each shall be pro-rated for the part of the month they perform the task.

This payment is in recognition that most, if not all of the work may be performed outside normal working hours.

Laundry work means the actual washing and ironing of the ship's normal laundry which comprises bed linen, towels, tablecloths and other linen used on a daily basis. It does not cover the washing of coveralls, nor does it cover the washing of private articles of clothing for any members of the ship's complement. If an officer requests a crew member to laundry his personal clothing, then that officer will be expected to settle with the crew member an amount mutually agreed upon for his own account.

On smaller ships the Master may regulate the use of the ships laundry to facilitate the ships linen.

1.3 Ship's Laundry

There are designated washing machines and tumble dryers for certain laundry items, for example dirty boiler suits.

The correct use of machine appropriate to soiled laundry is always to be used. The laundry will be kept clean and tidy at all times. A daily check on the general tidiness of the laundry will be undertaken by the person responsible. This includes a daily sweep of the deck and cleaning of sink and sink filters. The tumble dryers are to have their filters checked each



CATERING DEPARTMENT – GENERAL

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- b. He/She has an understanding of food hygiene and food handling, as well as the storage of food.
- c. He/She understands the need for good personal hygiene when handling food.
- d. He/She is capable of instructing subordinates in (b) and (c) above.

Any person who is appointed assist with the handling, preparation or storage of food must have proof of being instructed, or having attended a relevant course.



This check will include the following;

- a. Bath, Shower, Sink and Toilet are clean and have adequate supply of toilet roll, hand soap and hand drying facilities.
- b. A supply of clean towels is on hand as required.
- c. Beds are made up with clean linen.
- d. Deck is clean, check edges and corners.
- e. Checks are made for dusting and polishing surfaces, mirrors, bright work.
- f. Equipment is safely stowed.

1.9 Pantry Areas

Cupboards and drawers will hold low levels of crockery and cutlery. Pantry areas are to be checked daily by the Steward; the daily check is to include the following;

- a. Work surfaces are clean and are to be sanitised down with a cleaning cloth.
- b. Drawers and cupboard are to be checked and cleaned out once per week with sanitiser.
- c. Bins emptied
- d. Dates are to be checked on all food and beverage stock to ensure it is in date.
- e. Any cold meats or cheeses are to be kept within the fridge and covered.
- f. Decks will be swept and mopped clean at the end of each check.
- g. Clear away any dirty cutlery and crockery and put through dish wash machine.
- h. Replenish cutlery and crockery as required
- i. The pantry is to be left clean and tidy
- j. Cleaning gear is to be stowed in a separate cupboard.

2. RECREATIONAL AREA

Responsibility for the cleaning of Crew and Officer recreation rooms will be advised by the Vessel's Master. Recreation rooms are to be cleaned each day at a time advised by the Master.

Daily

- a. Table tops are cleaned and polished.
- b. Ashtrays are emptied and chairs straightened
- c. Books, Magazines, and DVDs stowed neatly and tidily
- d. Glasses cleaned and rubbish disposed of
- e. Vacuum cleaning of carpets, soft furnishings
- f. Bins emptied, rubbish disposed of, bins cleaned inside and out.
- g. The Bar counter cleaned down with sanitizer.

As required;

- a. Dusting of all shelves and TV/Hi-Fi equipment as required
- b. Mirrors and pictures are to be dusted and polished as required.
- c. Port Boxes washed down if required
- d. Bar fridge is to be checked and cleaned out weekly.
- e. Deckheads and bulkheads
- f. Shampooing of soft furnishings and carpets

Any defective furniture or repairs needed are to be reported as soon as possible to the Chief Engineer by the person responsible for cleaning. **This equipment is also subject to weekly inspection by the master.**



To develop the potential of sea staff to meet the future manpower needs of the Company.

To provide opportunities for education and training in literacy and numeracy for those Employees who wish to develop these skills to form a base for further education, training and development **with the Fleet Training Managers approval.**

To encourage and fully utilise the development of training provided by the Training **Academy**, while making use of appropriate external training organisations as required.

To subsidise, within budgetary constraints, expenses incurred by Employees undertaking approved studies.

12. INDUSTRIAL RELATIONS

12.1 Industrial Peace

The Company shall follow a positive approach of consultation and negotiation to ensure the maintenance of industrial peace for the mutual benefit of the Company and Employees.

12.2 Rights of Employees

The Company recognises the rights of Employees as follows:-

- The right to associate or disassociate and to organise.
- The right to be informed about decisions and developments which could affect them as members of the organisation.
- The right to protection from victimisation, injury or health hazard or from the denial of any rights provided by law and/or the Company policy.
- The right to communicate their feelings and aspirations freely to Management.
- The right to bargain collectively.
- The right to job related training.
- The right to withhold labour (to strike), should accepted and legal negotiating and dispute settlement procedures fail, provided that such action does not in any way jeopardise the safety of any ship, personnel or property.
- The right to access ship-to-shore communications. The cost thereof will be at a reasonable amount.

12.3 RIGHTS OF MANAGEMENT



CATERING DEPARTMENT – GENERAL

1. SCOPE

This procedure defines the guidelines on maintain the Galley and accommodation.

2. CODE

MLC 2006

3. CONTENTS

This chapter is divided into two sub-chapters, namely:

- a. 15.1 Accommodation and Recreational Spaces
- b. 15.2 Catering and Victualing

4. RESPONSIBILITY AND AUTHORITY

The Master has responsibility to ensure Officers and Crew are accommodated and fed in a safe, clean and dignified way while aboard the vessel. This requirement is controlled by the MLC 2006 (as amended). He will conduct weekly rounds of the accommodation, galley, food stores, fridges, common areas, and check the Fresh water system and storage. He will be accompanied by at least one other officer.

The findings will be entered into the ships log book, along with the following information:

- a. Date and Time of rounds
- b. Names of accompanying Officers
- c. Findings Accommodation

5. CATERING STAFF ONBOARD

The Catering Department onboard consists of the following personnel with different responsibilities:

- a. Cook
- b. Steward and/or Messman

6. COOK AND CATERING STAFF QUALIFICATIONS

A cook shall only be appointed to a vessel once he has complied with the following requirements:

- a. He/She is in possession of a valid qualifications acceptable to Flag State to perform the duty of Cook aboard the vessel. This will be in the form of a Qualification as a Cook, issued by a country that has ratified the MLC 2006.
- b. He/She has an understanding of food hygiene and food handling, as well as the storage of food.
- c. He/She understands the need for good personal hygiene when handling food.
- d. He/She is capable of instructing subordinates in (b) and (c) above.

Any person who is appointed assist with the handling, preparation or storage of food must have proof of being instructed, or having attended a relevant course.



Find out about the different types of garbage that is generated onboard and know exactly where it is to be disposed of. Different types of garbage are separated, for example:

- a. Broken glass and crockery
- b. Medical waste
- c. Cans
- d. Paper and cardboard
- e. Food.
- f. Plastics

The ship will have a waste management plan, all Catering staff are to understand and be able to identify the correct garbage segregation operated onboard.

General Health and Safety Points

- a. Do not submerge glasses in washing up sinks
- b. Remove knives or choppers from work benches before placing food stores on a workbench.
- c. Only use a dedicated can opener to open tin cans.
- d. When opening an oven door, do not stand in front and take the blast of heat into your face/body. Stand to the side and slowly open the door, waiting for the bulk of the heat to expel and dissipate before fully opening the door. Close doors as soon as possible after use.
- e. Never render down fat in an oven this is a highly dangerous practice and is liable to result in fire.
- f. Wipe up and if necessary wash down any spillages.
- g. Anyone entering the Galley is to wear safety footwear.
- h. All equipment is to be safely and securely stowed particularly in heavy weather.
- i. Think ahead, what needs to be done? Any food store that may have come into contact with broken crockery or glass is to be disposed of.
- j. When lifting use the correct techniques, if you are unsure ask. Training will be provided as required. Always bend at the knees when lifting.
- k. Make sure and find out two different emergency escape routes from the Galley, walk these routes and familiarise yourself with them.

4. MENUS, DIET AND NUTRITION

4.1 Menus

The Cook is to consult with the Master on menu selections and proposals as appropriate. This may vary from ship to ship.

If the ship is working within the tropics the menu may need to reflect the climatic conditions, salads and cold cuts may be more popular.



In cold climates hot soups and stews remain popular. It is all about a balance and understanding what the Officers and Crew prefer.

The Galley team are to use appropriate cooking methods that preserve the nutritional qualities of the dish. Healthy eating is positively encouraged and menus will reflect this.

All Officers and Crew will have access and availability each day to a choice of fresh fruit and vegetables. These products are to be on the menu or within the Messroom whenever possible.

Menu Efficiency

Cooks working on SA/European/Philippino manned vessels can create greater efficiency by producing 'common dishes' that both Officers and Crew will eat.

Compiling the menu

There are a number of considerations the Cook is to make before compiling the Menu these include the following:

- a. The information on the Menu is correct and accurate.
- b. The Menu has variety, choice, and that it is nutritionally balanced and appetising, appropriate accompaniments are made available to complement the relevant dishes.
- c. You have the equipment available to produce what you want to.
- d. The Cook is to use seasonal and local supplies as a matter of efficiency.
- e. The Cook is to remain aware of 'menu fatigue', repetition of dishes or flavours.
- f. The Galley team is to adopt a conscientious and creative approach to the meals produced, making the best use of their time.
- g. The Cook is to ensure appropriate quantities for the meal are produced.
- h. Portion control is to be maintained, and wastage is to be kept to a minimum

Types of menu onboard ship

There are basically three types of menu operated within the Fleet; they are:

- a. A daily Set Menu.
- b. Buffet Menus.
- c. Barbeque Menus.

The Cook will retain a range of Menus onboard. These are to be kept on file.

In addition all ships are provided with Cookery Books that Cooks will refer to and use as required.

**The daily set menu**

The function of a menu is to inform Officers and Crew of what is available for the meal. Menus will be available in the appropriate Messrooms. The Messman will obtain the daily menu from the Cook. The menu will be clearly written and placed on the Officers tables, as well as in a menu cover and posted in the Crew Mess.

The Cook is to take into account specific considerations of the Officers and Crew, for example are there any Vegetarians onboard, are there any Crew or Officers who suffer from a food intolerance or an allergic reaction? Religious customs, for example, Muslims no pork, Hindus no beef, Jews no pork.

The daily set menu is to consist of a minimum:

Breakfast:

- a. Fruit or Fruit Juice
- b. Cereal
- c. Eggs to Order
- d. Bacon, sausage or meat dish

Lunch and Dinner;

- a. A freshly made daily soup
- b. A hot or cold starter
- c. A main course
- d. Two fresh vegetables (subject to availability)
- e. Carbohydrate/Potato or Rice dish
- f. A Hot or Cold Dessert
- g. In addition at Lunch and Dinner
- h. Salad selection with a minimum of two different simple/composite salads.
- i. In addition to the salad selection there are always to be a selection of cold meats/cheese/fish available for lunch and dinner.
- j. Daily 'Chefs Specials' are also to be included on the set menu whenever possible.
- k. Fresh fruit is to be available in all Messrooms whenever possible; the fruit bowls are to be monitored and replenished by the Messman. The Cook is to ensure a wide selection of fresh fruit and vegetables is ordered from suppliers and available onboard.



- I. Due to the nature and length of some voyages access to fresh produce may be limited; an ample supply of frozen vegetable produce will be retained onboard at all times as back-up.

4.2 Maintaining Diet and Nutrition within the menu

All Catering staff will undertake formal training in Diet and Nutrition. This is to raise awareness, knowledge and skills to ensure that the ship's Officers and Crew receive a balanced and nutritional diet. Training normally takes place onboard ship. Other crew and officers are welcome to attend these sessions to raise awareness of the importance of healthy eating and a balanced nutritional menu being provided each day.

The eat-well plate offers advice and guidance for individuals and Catering staff to follow:

- a. Bread, rice, potatoes, pasta and other starchy foods 33%
- b. Fruit and vegetables 33%
- c. Milk and dairy foods 15%
- d. Meat, fish, eggs, beans and other non-dairy sources of protein 12%
- e. Foods and drinks high in fat and/or sugar 8%

For the Cook, the following nutritional points are to be considered when compiling a Menu:

- a. The meals are to be based around starchy carbohydrate foods. For example, bread, cereals, pasta, rice, potatoes, couscous, bulgar wheat.
- b. Choose high fibre/wholegrain varieties of foods wherever possible.
- c. Offer a wide variety of meals containing protein, red meat, poultry (no skin), fish, oil-rich fish, peas, beans, pulses, nuts, seeds, milk, dairy products and eggs.
- d. Include a variety of the different types and colours of fruit and vegetables in meals in order to provide a balance of the antioxidant vitamins and minerals.
- e. Use a wide variety of low fat dairy products as well as other calcium containing foods.
- f. Avoid processed foods as much as possible as these can be lower in vitamins, minerals, higher in salt, higher in fat and may limit the variety of the diet.

Guidance on cooking methods onboard ship

Cooking methods have a profound effect on the nutritional value of the food and to the individual. Here is some basic advice on cooking methods which Cooks are to employ as often as possible.

- a. Avoid frying, especially deep frying, shallow fry or stir fry when you can
- b. Grill, Bake, Poach, Steam as often as possible
- c. When using oil in cooking, try to use the following types. Olive Oil, Sunflower Oil or Corn Oil. Do not use Ghee.
- d. Change cooking oil regularly as it becomes more saturated with use.



- e. When cooking in oil, make sure it is at the right temperature, the food will absorb less fat this way
- f. When roasting Meat, roast the joint on a rack, this allows the fat to drain off into a pan. Do not use the fat in gravy, discard it.
- g. Grill or oven bake sausages and burgers
- h. When cooking chips use thick cut and straight.
- i. When making stews, casseroles, soups and gravies, skim off the fat.

Healthy eating check list for Cooks

Cooks are to include as many of the following healthy options into the ship's daily menu according to stock levels and availability:

- a. Vegetables
- b. Baked, Boiled or Mashed Potato, Rice or Pasta
- c. Wholemeal varieties of Bread
- d. Low Fat Sauces
- e. Salads without Dressings
- f. Fresh Fruit
- g. Low Fat Dairy products
- h. Oil-rich Fish (Salmon, Trout, Sardines, Herrings, Pilchards, Mackerel, Eel,
- i. Whitebait, Fresh Tuna
- j. Beans, Pulses, Lentils, Nuts and Seeds
- k. Avocado
- l. Eggs
- m. Noodles

Allergens

The following foods are associated with food allergy:

- a. Tree
- b. Nuts and Peanuts
- c. Milk
- d. Eggs
- e. Fish and Shellfish
- f. Soya



- g. Gluten
- h. Sesame Seed
- i. Celery
- j. Mustard
- k. Sulphur Dioxide

Food allergy

This is when someone's immune system reacts to a particular food as if it isn't safe.

This reaction can make them very ill. People can be allergic to one or more foods. If someone has a severe food allergy, this can be life threatening. It is called anaphylaxis.

Anaphylactic shock affects the whole body often within minutes of eating the food. It can be fatal if not treated immediately.

Food intolerance

Food intolerance does not involve the immune system and is generally not life threatening. However eating food you are intolerant to could make you feel very ill or even affect your long term health.

Symptoms of an allergic reaction

The most common symptoms of an allergic reaction are as follows:

- a. Coughing
- b. Dry, itchy throat and tongue
- c. Itchy skin or rash
- d. Nausea and feeling bloated
- e. Diarrhoea and or vomiting
- f. Wheezing and shortness of breath
- g. Swelling of the lips and throat
- h. Runny or blocked nose
- i. Sore, red and itchy eyes
- j. Faintness and collapse

It is unusual to find an Officer or Crew member who suffers from allergic reaction or food intolerance. If there is a Crew member or Officer who does suffer allergic reaction, or does have food intolerance, then they are to advise the Master and Cook.



Recording the Facts and Information

In case of a suspected out- break of food poisoning onboard, the Master must launch an investigation to stop the outbreak, and discover the route cause on the incident. A suspect case can be defined as one or more of the following:

- a. Three or more episodes of diarrhoea (loose stools) in a 24-hour period
- b. Vomiting and one additional symptom including diarrhoea, abdominal cramp, muscle aches or fever.

If the Vessel has 2 or more crew reporting similar symptoms within a 24-hour period, this will generate an appropriate response.

Depending on the situation, the Captain may be required to make a declaration to Port Authorities on arrival of the incident. He/she may also need to make contact with a local Doctor for Medical advice. The Port authorities and Doctor may want to know the following:

- a. Date and time of suspected outbreak
- b. Nature of illness and symptoms suffered, number of persons affected
- c. Date and time of symptoms onset
- d. Details of food consumed in previous 48 hours by those affected
- e. Action taken by onboard Management to prevent the outbreak spreading.

Faecal samples may also be required to be taken from those associated with the outbreak. Advice will be given accordingly on this matter by the local Doctor and Enforcement Officers.

Infected staff are to be excluded from work. Infected persons can only return to work when it can be shown that they no longer present a risk to any food they may handle. This is likely to be 48 hours after any symptoms have stopped.

Samples of any suspect food will be retained and made available if required to Port Authorities. This food is to be covered, dated and labelled 'Not for Consumption'. It will be kept away from other foods in appropriate controlled conditions.

Local authorities may want to know the 'history' of the food, for example, when prepared, batch numbers on packaging, details of supplier, storage conditions, production dates and temperature records.

6. WATER, INCLUDING ITS SUPPLY, STORAGE AND DISTRIBUTION

Water supplied aboard the Company's vessels will be checked to ensure it is safe, and free of foul odour or taste. The vessel will carry a stock of bottled water in the galley stores when trading



in areas where water of undetermined quality may be bunkered. Water issued by the vessel will be supplied at no cost to the Seafarer.

Fresh water systems aboard are to be clearly marked and every precaution is to be taken against cross contamination via cross overs and misused equipment.

Inspection of the fresh water system is to be included in the Masters weekly rounds, and logged as per MLC 2006, as amended requirements.

To ensure compliance with the MLC 2006 regulations, monitoring must be kept of the:

- a. Delivery of Fresh Water to the vessel
- b. Correct storage of the Fresh Water
- c. Correct treatment of the Fresh Water
- d. Safe delivery of the water to the end user.

The Chief Engineer will be responsible for Fresh Water record keeping.

6.1 Fresh Water Loading and Supply arrangements

Fresh Water may be bunkered via the barge or shore hoses. A visual inspection should be undertaken by the rating taking the water. This should include:

- a. Checking the hose for defect or dirt.
- b. Running water to waste on deck before connecting the hose to the Fresh Water bunker point
- c. Visual check for clearness of the water as well as smelling for any odour.
- d. Visual check that the ships bunker point is clean and free of grease or salt build up
- e. If any concern, abort operations and report the matter to the Chief Officer.

Ships hoses designated for taking fresh water shall be stored off deck, with the ends capped when not in use. They shall have a blue band painted on at the couplings. These hoses shall be inspected before use.

These hoses will also be filled with 50ppm Chlorine water once every six months, and allowed to stand for one hour, to sanitise.

The Fresh Water Bunker point is to be capped when not in use. The cap should be connected with a chain to ensure the cap does not lie on the deck.

6.2 Fresh Water Production onboard

Sea water that is to be treated on ships should be taken from areas relatively free from pollution, including air pollution. Twenty miles from land is generally considered to be a safe distance, but this may be in excess of twenty miles in certain cases. Judgement should be



used based on a risk assessment which should include consideration of possible effect the ship operations might have on the quality of the water intake.

The seawater intakes used should be as far forward as possible and on the opposite side to the ships overboard waste water and Ballast discharge outlets.

The manufacturer of the desalinating equipment should be carefully adhered to. Alarms and critical temperatures and flow rates must be monitored.

There should be adequate store of spare replacement parts aboard, particularly fragile and critical parts.

Desalinated water is effectively dead, bland and not suitable for drinking. Appropriate stabilizing chemical should considered and applied before entry into the storage tanks.

6.3 Water Treatment

Water management aboard will depend on the ships fitted system. Once the parameters are defined the Chief Engineer will conduct a risk assessment to assist in the method of treating the fresh water.

Fresh Water being bunkered, produced and stored aboard.

Chlorination of water must always be considered. It is accepted that chlorine as a disinfectant which requires about 20 minutes contact time to react. It can be the case that shore mains/Barge delivered water only contains low concentrations of free chlorine which may be further decreased within the ships environment. Although there is no requirement to do so and control measures will be influenced by the quality of the source water, it is considered good practice to add chlorine as routine when loading fresh water to a level that produces a 0.2mg/l (ppm) residual free chlorine or 0.1mg/l (ppm) chloramine when chlorinated water is supplied.

Chlorine should preferably be applied as a hypochlorite solution.

6.4 Water Storage Tanks and Distribution Systems

Fresh Water storage tanks must be marked "POTABLE WATER". Fresh Water not used as potable water will be stored in tanks referred to as Technical water tanks.

Tanks must be suitably coated, and inspected every six months. A light wash and mopping is to be carried out. All mops are to be new for this operation. Care must be taken that personnel entering the tank are cleanly attired, and are not suffering any illness or skin infections.

Tanks must be inspected every 12 months, coatings repaired, wiped down with Chlorine 50ppm solution, and refilled.

Tanks should be filled with high solution chlorine (50 ppm) at dry dock for 12 hours, flushed and refilled.



Pressure testing is carried out every 5 years.

Distribution systems

Fresh water pumps should not be used for any other service.

Cross over lines to the Fresh Water distribution system should be isolated or blanked. Fresh water lines should be marked and not run through non potable water tanks or bilges. Drains, vents or overflows from the system, and associated equipment, must be connected to sewage drains.

Water fountains

Water fountains are to be included in the ships inspection regime. Filters and ultra violet systems must be maintained to ensure the water produced is of the desired quality.

Taps and other Fixtures

Taps should be fit for purpose and inspected for contamination by grease, oil or chemicals. Taps with cartridge filters should be cleaned and inspected regularly as bacteria growth can be expected.

Shower roses are to be removed, descaled and refitted at intervals of 3 months.

7. MEALS AND MESSROOMS

7.1 Late Meals Requirements

Officers and Crew are expected to maintain good timekeeping with regard to meals. Late arrival means the Catering Staff will be working later. This will impact on their hours of work, working routines and may entail overtime payments.

An exception to this is when an Officer or Crew member cannot make the meal due to work constraints. If this is the case, the Officer or Crew member is to advise the Cook who will leave a plated-up meal, covered and labelled for who it is intended in the main galley fridge or messroom fridge.

7.2 Hot Bain Marie Units in Messroom

Where they are not fitted, crew meals will be plated up by the Cook and handed to the crew member at the galley entrance. Crew members are not to enter the galley to collect their meals. The galley is a restricted area.

7.3 Officer Meal Service

Officers are not permitted to go in the Galley and help themselves to food. Officers will be served their meal at the table within the Officers' Messroom by the Steward. This service will be silver service. Meals will not be pre dished in the Galley. Tables will have a tablecloth fitted. The tablecloth will be changed as required. Grubby table clothes will not be tolerated.



VICTUALLING ACCOUNT

1. VICTUALLING RATE

- 1.1 Victualling is an integral part of crew costs for the owner's/charters' accounts, as applicable.
- 1.2 Victualling rates are set individually by the Technical Superintendent for each vessel taking cognisance of the vessels trade route and the prevailing availability and cost of victualling stores. Victualling rates are reviewed accordingly when the vessel changes trade routes.
- 1.3 Victualling budget is the sum of:

Victualling rate per man per day x Vessels Normal Complement x Days for the Month

2. EXTRA MEALS

- 2.1 All extra meals served are to be itemised on the Extra Meals form in the Masters Victualling Account. Separate forms are to be prepared for Owner's, Cadet's and Charterer's accounts.
- 2.2 Vessels normal crew complement is per the Company vessel manning scales. Any meals for crewmembers over and above the normal crew complement are regarded as Owner's extra meals.
- 2.3 Meals for the company's representatives are treated as Owner's extra meals.
- 2.4 Meals for Cadets are considered extra meals and recorded separately.
- 2.5 Owner's and Cadet's extra meals are charged at the company victualling rate.
- 2.6 Charterer's extra meals are charged at the rates agreed in the vessel's charter party.

3. DAMAGES AND LOSSES

On account of the perishable nature of victualling stores, damages or losses may occur on occasion. All damages and losses are to be listed and charged at the purchase price. The list of damages and losses must be verified and signed by the Master and one other Officer.

10. MEDICAL LOCKER

- 10.1. The medical locker is to be checked annually by a chemist and restocked as per Flag State requirements.
- 10.2. Medicines should be organised alphabetically, by generic name or in their constituent groups using letters, or using their IMGS number and storing them in numerical order.
- 10.3. A full inventory list of medicines carried must be available detailing their position of storage and date of expiry
- 10.4. Controlled drugs must be stored in a secure locker and the key kept in the possession of the Master.

11. FIRST AID KITS

11.1. First aid kits should be available as follows:

- Medical locker, ready for swift transfer to the site of an accident.
- Bridge
- Cargo control room/ship's office
- Engine room
- Galley

11.2. The first aid kit, as a minimum, should contain the following:

- Individually wrapped wound plasters
- Medium and large sterile dressings/compression pads
- Bandages, including tri-angular bandage
- Cotton wool, surgical tape, safety pins, alcohol wipes, eye pads, scissors.

12. PROVISIONS AND WATER

12.1. The Master must ensure that provisions and water are provided which:

- Are suitable in respect of quantity, nutritive value, quality and variety having regard to the size and Nationality of the crew and the character and nature of the voyage.
- Do not contain anything which is likely to cause sickness or injury to health or which renders any provision or water unpalatable.
- Are otherwise fit for consumption.

See Fleet Operating Manual, Section 15 for further information

13. CREW ACCOMMODATION

The crew accommodation is to be maintained in a clean and habitable condition with all equipment and installations maintained in good working order.

HEALTH, SAFETY AND ENVIRONMENT (HSE) PROTECTION CODE

1. SCOPE

This Code of practice describes the Grindrod Ship Management HSE Management System Framework and the HSE objectives to be adopted by all Grindrod Ship Management employees. The Code encompasses Health, Safety and Environment protection policies within which all Grindrod Ship Management Managers, Masters and Chief Engineer Officers must operate.

2. OBJECTIVES

We will achieve our objectives by:

- a. Verifying the training, experience and qualifications of all employees and monitoring their performance through regular assessments.
- b. Maintaining a high standard of operation, safety and environment protection by arranging ongoing statutory training for officers; providing statutory training for ratings and by providing additional safety enhancing training on a needs driven basis.
- c. Continuously reviewing all mandatory rules, regulations, industry codes and guidelines that are relevant to the ships and trades that we operate.
- d. Encouraging employees to openly report accidents and near misses, which are subsequently investigated and analysed to prevent reoccurrence. Keeping employees fully informed of lessons learnt by disseminating the information to the fleet via an established circular system.
- e. Actively promoting employee participation in measures aimed at improving safety and protecting the environment.
- f. Systematically conducting emergency exercises throughout the fleet and ashore to assess and improve emergency response.
- g. Ensuring adherence at all times to the documented operating procedures by conducting comprehensive internal audits.
- h. Regular inspections and maintenance of equipment to manufacturers standards.



3. LEADERSHIP and ACCOUNTABILITY

The Company recognises, believes and accepts that:

- a. The Master is responsible for the safe, efficient and economic operation of his/her ship and in matters of safety and pollution prevention has the overriding authority to take whatever action is considered necessary in the interest of passengers, crew, ship, cargo and environment.
- b. The Designated Person Ashore has direct access to the Chief Executive Officer of Grindrod Ship Management on important Safety, Health, Environmental and Quality issues, and provides a link between the Company and those on board.
- c. All employees have a duty to act responsibly and to take precautions to protect themselves, their colleagues and others from injury or preventable illness that might arise from their actions.
- d. All employees have a responsibility to co-operate wholeheartedly in implementing all aspects of the HSE Code and all rules and regulations issued by the company or statutory bodies.
- e. It is responsible for leadership in the implementation of HSE Code, for its effectiveness and improvement.
- f. It is responsible for engendering proper attitudes towards health, safety and the protection of the environment.
- g. Managers and Masters shall be held accountable for accomplishing the effective implementation of the HSE policies and objectives by demonstrating correct HSE behaviours, by clearly defining HSE responsibilities, by providing needed resources, and by measuring, reviewing and continuously improving our HSE performance.
- h. It commits itself to a policy of quality of service, and responsible health, safety and environmental management in the interests of sustainable commercial growth.

4. PEOPLE AND TRAINING

The selection and placement of our employees is carefully controlled to ensure personnel are medically fit, properly qualified, appropriately experienced, and competent to perform their assigned duties and responsibilities.

The safe, pollution free and effective operation of our vessels is key to the success of our business and care is taken to ensure that the vessels are appropriately manned for their intended trade routes.

New employees or those joining a vessel for the first time undergo appropriate onboard familiarisation and induction training. Safety enhancing training such as 'Bridge Team Management' is provided in excess of statutory requirements to assist employees to develop the knowledge skills and attitudes required to perform their duties in manner which upholds the HSE objectives.



5. HEALTH and HYGIENE

The Company shall ensure our personnel are subjected to as little risk to health as possible.

All risks to the health and safety of persons working on board shall be properly evaluated and, wherever practicable, the hazards removed. When hazards cannot be eliminated, adequate measures shall be taken so as to reduce the risk to the lowest practicable level.

It is the employee's responsibility to look after their own diet, health and fitness. High standards of personal cleanliness and hygiene shall be expected of all staff.

5.1 MINIMUM REST PERIODS

It is Company policy that the minimum rest periods as specified by the STCW Convention as amended shall be observed by all persons who are assigned duty as officer in charge of the watch or lookout or helmsman. Strict and accurate records shall be kept of rest and work periods.

Masters are expected to plan all port and pilotage activities carefully to ensure the most effective use of watch keepers in order to comply with minimum rest periods and to avoid delays to the vessel.

Minimum rest periods may be exceeded in the case of an emergency, safety drill or essential work, which cannot be delayed for safety or environmental reasons.

5.2 DRUGS AND ALCOHOL

A 'Drug and Alcohol' policy is established and shall be strictly enforced. All personnel serving on board shall adhere to the policy.

Shore staff who visit or undertake duties on board are required to comply with relevant sections of the policy. The policy also applies to all contractor personnel and visitors who visit or work on board.

Unannounced random drug and alcohol testing of the entire crew complement is performed on every ship at intervals not exceeding twelve months.

5.3 HAZARDOUS SUBSTANCES CONTROL (Chemicals)

Many substances found on board ships are capable of damaging the health of those exposed to them. They include not only substances displaying hazardous warning labels, but also, for example dusts, fumes and vapours.

It is the duty of all employees to observe the warnings and instructions on hazardous warning labels or material safety data sheets, and take appropriate precautions to safeguard themselves, their colleagues and others.



6. SAFETY

The safety of human life is paramount ranked above all other considerations including commercial and operational factors. The Company recognises that no commercial advantage is worth the risk of lost lives or pollution of the marine environment.

6.1 SHIPBOARD HSE ORGANISATION

A structured HSE organisation is established under the command of the Master who has overall responsibility for HSE matters on board. Designated officers are appointed responsible for safety, medical and garbage management matters on board. Details of the HSE organisation are contained in the HSE Manual Section 4.1.

6.2 SAFETY AND ENVIRONMENTAL PROTECTION COMMITTEE

A Safety and Environmental Protection Committee *is* established onboard each vessel – see *HSE Manual Section 4.1 for details*.

6.3 SAFE WORKING PRACTICES

All employees have a duty to comply with Safe Working Practices requirements contained in the *HSE Manual* and in the 'Code of Safe Working Practices for Merchant Seamen'.

All employees have a responsibility to wear suitable Personal Protective Clothing and Equipment appropriate to risks associated with work being undertaken. The Company will issue employees with suitable protective clothing such as overalls, hard hats, gloves and safety boots etc. When special protective clothing and equipment is required it will be supplied by the Company.

6.4 PERMIT TO WORK SYSTEMS

Permit To Work systems for Entry in Enclosed Spaces, Hot Work, Cold Work, Special Work such as working aloft or over the side, work on pipelines or pressure vessels are established and must be strictly enforced.

6.5 STANDARDISATION OF SAFETY EQUIPMENT

Because of the critical nature of Safety Equipment and because of the stringent demands placed on personnel in emergency situations, the Company believes that Safety Equipment and to a lesser extent personal protective clothing and equipment should be standard throughout the fleets.

It is recognised that all second hand or managed vessels may not be fitted out with such standard equipment, and the Company shall replace such equipment where feasible and practicable.



6.6 CRISIS AND EMERGENCY MANAGEMENT

In the advent of a crisis or an emergency it is essential that ships staff are given quick expert guidance and assistance to enable them to limit and contain any threat to human life, pollution and damage.

6.6.1 An emergency response centre manned by trained and experienced staff is established within the company's office and can be activated at any time to provide immediate support and guidance to ships staff in the advent of a crisis or an emergency.

6.6.2 Where appropriate ships are contracted with emergency response services such as Lloyds 'Ship Emergency Response Service' which provide expert advice on damage control.

6.6.3 Contingency plans based on the risks that potentially impact on the fleet and the business are established to provide initial response to emergencies.

6.6.4 Drills and exercises are conducted at appropriate intervals to assess and improve emergency response/crisis management capabilities.

6.7 ACCIDENT and NEAR MISS ANALYSIS

All employees have a duty to openly report all accidents and near misses, which will be investigated and analysed to prevent reoccurrence and improve our performance.

6.7.1 Investigations will focus on root causes of accidents and near misses. Appropriate corrective actions and preventative measures will be implemented to prevent reoccurrence.

6.7.2 Information from investigations is analysed to identify and monitor trends and develop preventative programmes.

6.7.3 Lessons learnt from investigations shall be disseminated to our employees who are expected to take appropriate action.

6.7.4 Where appropriate lessons learnt will be mutually shared with our CUSTOMERS and partners.

6.7.5 Employees have the choice to remain anonymous when reporting near misses.



6.8 SPECIAL SHIPBOARD OPERATIONS

The following shipboard operations are considered as 'Special' and may contribute towards the creation of a hazardous situation should they fail. Procedures and checklists are established to confirm operational status and to correct any unsafe practice before accidents occur.

- a. Maintaining watertight integrity
- b. Enclosed space entry
- c. Activities requiring "Permits to Work"
- d. Operation and maintenance of radio and navigation aids
- e. Voyage planning
- f. Bridge watch keeping
- g. Chart and publication corrections
- h. Mooring equipment operation
- i. Bunkering and oil transfers
- j. Monitoring of stability, stress and deadweight limitations
- k. Lashing of containers and cargo
- l. Maintenance and readiness of emergency fire pump, emergency generator and emergency batteries.
- m. Ship security
- n. Test running main and auxiliary machinery.
- o. Changing over of alternators when the vessel is under way.

6.9 CRITICAL SHIPBOARD OPERATIONS

The following are considered as 'Critical' shipboard operations, an error or failure of which may immediately cause an accident or a situation, which could threaten people, the environment or the ship. Procedures are established to ensure satisfactory performance.

- a. Navigation in restricted or high density waters
- b. Navigation in restricted visibility or heavy weather
- c. Cargo operations on chemical and oil tankers
- d. Ship to ship transfers at sea
- e. Helicopter operations

6.10 CRITICAL ITEMS OF EQUIPMENT

The following items of equipment are considered critical to the safe operation of the ship.

- a. Main propulsion system
- b. Electrical supply system (generators including emergency generator and electrical supply equipment)
- c. Steering gear
- d. Inert gas system (tankers)
- e. Cargo pumps (tankers)
- f. Cargo instrumentation (tankers)

- g. Cargo piping and valves (tankers)
- h. Mooring winches and mooring lines

7. PROTECTION OF THE ENVIRONMENT

We recognise and accept that the world in which we live and work is becoming more environmentally conscious and more demanding, and that sustained economic growth and the well-being of the communities we serve is possible only in a well-managed and protected environment.

The Company is fully committed to the protection and conservation of the environment and ranks environmental considerations of the utmost importance, second only to considerations affecting the safety of human life.

PROTECTION OF THE MARINE ENVIRONMENT

7.1 OIL

All ships *are required* to strictly comply with the requirements of Annex I of MARPOL 73/78 as amended.

7.1.1 DISCHARGE OF OILY WATER MIXTURES

The discharge of oily water mixtures from machinery space bilges, ballast systems and from cargo tanks is only permitted in strict compliance with Annex I of MARPOL 73/78 as amended. (*see HSE Manual Section 6.2*)

7.1.2 ACCIDENTAL SPILLAGE OF OIL CARGOES OR BUNKERS

Routine operations such as loading and discharging on tankers or bunkering are the cause of most oil spills and they are usually small. Ships personnel are expected to take the utmost care during these operations and to strictly follow procedures that are in place (*see HSE Manual Section 6.5*).

- a. In the event of an oil spill every effort will be made to contain the spill on board and prevent it from entering the water.
- b. Oil spill contingency plans are established and crewmembers will be well trained and drilled to provide a rapid response.
- c. Pollution will be promptly reported to the relevant port/local/coastal authority.
- d. Good ship/shore liaison is recognised as essential to safe oil cargo and bunkering operations.
- e. Procedures specific to the ship are established and strictly implemented for the monitoring and handling of oil cargo and bunkers.
- f. *Ships personnel are expected to take* particular care during critical periods of operation such as 'topping off' of tanks.



7.2 COLLISION AND GROUNDING

Collisions and groundings are most often the cause of large oil spills. The International Regulations for the Prevention of Collisions at Sea, 1972 (COLREGS) as amended shall be strictly complied with.

- a. The maintenance of a proper lookout is regarded as critical to the safety of navigation.
- b. The requirement to proceed at a safe speed to suit the prevailing conditions shall always be observed. No commercial advantage is worth the risk of lost lives or oil pollution. It is accepted that costs and delays may be incurred and that in some conditions it may be necessary to change over to more expensive Marine Diesel Oil to suite reduced main engine load.
- c. The Company navigation procedures shall be strictly implemented.

7.3 FIRE AND EXPLOSION

Fire and explosion have in addition to the obvious safety implications, the potential for catastrophic pollution.

- a. It is Company policy that oil tankers operate in the inerted mode.
- b. Hot work and cold work procedures are established and must be strictly followed.
- c. The Company cargo procedures must be strictly implemented and additionally on tankers the guidelines contained in International Safety Guide for Oil Tankers and Terminals (ISGOTT) shall be followed.
- d. Containerised cargoes sometimes contain a variety of pollutants or hazardous cargo that can be a serious risk of pollution and particular care shall be taken to ensure correct stowage and segregation.
- e. Careful attention shall be paid to temperature monitoring of hazardous bulk cargoes such as coal.

7.4 HULL FAILURE

Hull Failure has the potential of causing a large oil spill often with a resultant fire or explosion.

- a. The vessels hull is never to be over stressed and particular care should be taken during cargo or ballasting operations.
- b. The Company requires that all cargo spaces and ballast tanks are regularly inspected internally and checks made for evidence of corrosion.
- c. It is Company practice that tank maintenance schedules are followed diligently.

7.5 SHIP TO SHIP TRANSFERS

STS transfers are considered as high risk operations and ships staff are expected to take the utmost care and to strictly observe Company and Charterers procedures and to comply with the industry standard as defined in the "Ship to Ship Transfer Guide"



7.6 NOXIOUS LIQUID SUBSTANCES (CHEMICALS)

Tankers carrying noxious liquid substances (NLS) shall comply with the provision of ANNEX II of MARPOL 73/78 as amended, and The International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (IBC Code), or the Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (BCH Code).

- a. *Procedures for the control of operational discharges of NLS are established (see HSE Manual Section 6.3)*
- b. Generic Company NLS spill contingency plans are establish. In addition ships staff are expected to establish emergency plans applicable to each type of NSL cargo being handled.
- c. The Pumping Arrangements and Procedures manual are required to be maintained up to date to cover all the NLS that are carried. The procedures must be strictly adhered to when carrying NLS in bulk.
- d. All NLS spillages shall be promptly reported to the appropriate authorities.

7.8 DANGEROUS GOODS IN BULK OR PACKAGED FORM

All ships when carrying dangerous goods in bulk or package form must comply with ANNEX III of MARPOL 73/78 as amended and Part A of Chapter VII of SOLAS as amended. Substances identified as marine pollutants in the International Maritime Dangerous Goods Code (IMDG Code) are carried only in strict compliance with the regulations.

The Master has the right to inspect and if necessary refuse acceptance of such cargoes if not properly documented, packaged or marked, or if he/she regards it as a hazard to the ship or a possible latent pollution threat.

Certain chemicals and other substances used in the operation of ships, including paints, detergents, cleaning fluids and additives are potentially harmful to the environment. Responsible stowage, handling and disposal of these substances are of importance.

7.9 GARBAGE

All garbage on all ships must be handled in strict compliance with ANNEX V of MARPOL 73/78 as amended and the procedures contained in the ships Garbage Management Plan. No plastic or plastic residue shall be discharged into the sea. The restrictions on the disposal of garbage into coastal waters and designated 'Special Areas' shall be rigidly enforced.

7.10 SEWAGE

The Company recognises that although ships are responsible only for a very small percentage of sewage entering the sea it has a duty to minimise such pollution caused by the ships we manage.

We shall ensure that our vessels comply with the requirements of Annex IV of MARPOL 73/78 as amended when they enter into force.

Vessels already fitted with the required equipment shall comply with the requirements of ANNEX IV of MARPOL 73/78 as amended. The Equipment shall be properly maintained and operated to the required standard at all times. Any defects shall repaired at the earliest opportunity.

7.11 BALLAST WATER

We shall co-operate with administrations attempting to minimise the importation of alien organisms through ballast water.

Realising that studies are in progress to establish effective control measures, we shall in the interim require ballast water to be exchanged at sea where practicable, so long as it does not adversely affect ships' safety and stability or infringe on the requirements of MARPOL 73/78.

We shall endeavour to minimise the need for ships to take ballast water from sources known to be contaminated with harmful organisms or where taking ballast water will result in sediment being introduced into ballasted spaces.

7.12 ANTI-FOULING PAINTS

Whenever practicable we will avoid the use of anti-fouling paints containing tributyltin (TBN) compounds and consider the use of alternative anti-fouling agents, having regard to their effectiveness and operational efficiency.

PROTECTION OF THE ATMOSPHERE

7.13 CARGO VAPOUR EMISSIONS

It is Company policy that *where practical* tankers operate in the closed loading mode.



7.14 EXHAUST EMISSIONS

We recognise the harmful effect that exhaust emission pollutants have on the environment and we shall:

- a. Whenever possible select low sulphur content fuels.
- b. Consult with our Charterers to agree fuel specifications that will minimise the potential harmful elements in engine exhaust emissions.
- c. Check that fuels supplied conform to specification.
- d. Monitor engine performance and ensure it is always correctly serviced, adjusted and operated at its optimum level.

7.15 CFC's

We recognise the damaging effect on the ozone layer of CFC gases and fully support the objectives of the **Montreal Protocol**.

We shall specify refrigerant plant utilising gasses with low ozone depletion potential when current equipment becomes due for replacement and when specifying equipment for new building vessels.

Where practicable we commit our self and our subcontractors to utilising recovery and recycling facilities when refrigeration equipment is replaced.

We shall maintain good maintenance and leakage detection practises to ensure that accidental atmospheric release of these gasses is minimised.

7.16 Blank

7.17 NOISE

We recognise the need to restrict noise levels in keeping with the Code of Noise Levels on board Ships (IMO Res A.468 (XII)).

We are sensitive to the need to restrict noise levels in ports where this is likely to prove a nuisance to adjacent population.

7.18 ASBESTOS

To protect the health of our employees the use of asbestos is prohibited. Procedures for handling asbestos have been established (HSE Manual Section 4.11.8).



8. ASSESSMENT, ASSURANCE and IMPROVEMENT

A comprehensive internal audit system is established to assess compliance with Company policies and procedures, ISO 9002, ISM Code and other statutory requirements. The audit also covers industry standards such as SIRE and CDI.

The HSEQ management system is periodically reviewed by management and by the Master to ensure it is delivering desired performance. Business practices and operational procedures are evaluated and challenged in our strive to improve, and the SHEQ management system is revised appropriately.

Lessons learnt from accident, near miss and non-conformance findings are used to systematically improve the HSEQ management system.

9. CUSTOMERS

Satisfied CUSTOMERS are key to our business performance. We will openly work together with them to ensure that our respective HSE objectives are aligned.

9.1 Open and proactive communications are encouraged with our CUSTOMERS regarding service standards and performance, and the HSE aspects of our business.

9.2 We fully support our CUSTOMERS assessment and assurance programs and expect our managers and ships staff to give their fullest co-operation during their audits of the Company and the ship.

10. WORKING WITH SUPPLIERS

We recognise that the performance of suppliers is linked to the success of meeting our HSE expectations.

10.1 We expect our suppliers to comply with all legal requirements.

10.2 We will openly work together with them to ensure that our respective HSE expectations are aligned.

10.3 Where appropriate we will agree HSE performance standards, and will monitor and manage their performance.

11. DISSEMINATION OF POLICIES

11.1 Signed durable originals of the HSEQ Policy Statements shall be prominently displayed on the bridge, engine room and accommodation spaces of our ships.

11.2 These Policy Statements shall be brought to the attention of suppliers and other persons rendering a service onboard Company vessels.

12. PENALTIES FOR VIOLATION OF THE HSE CODE

- 12.1 Wilful or repeated violation of the Health, Safety and Environmental code, neglect or refusal to observe safe working practices will subject the offender to disciplinary action in accordance with the Company's Disciplinary code, and may result in criminal prosecution in terms of Flag State and Port State laws.
- 12.2 Similarly, any person found unlawfully tampering with safety appliances will have action taken against them.

**SAFETY**

- 4.1 Safety Organisation
- 4.2 Emergency Organisation
- 4.3 Emergency Signals
- 4.4 Emergency Procedures
- 4.5 Emergency Response
- 4.6 Safety Training and Drills
- 4.7 Accidents and Near Misses
- 4.8 Personal Protective Equipment
- 4.9 Personal injuries
- 4.10 Enclosed space entry
- 4.11 Safe Working Practices
 - 4.11.1 Hot work
 - 4.11.2 Permit to work
 - 4.11.3 Safe systems of work
 - 4.11.4 Manual handling
 - 4.11.5 Use of tools and equipment
 - 4.11.6 Lifting appliances
 - 4.11.7 Battery safety
 - 4.11.8 Handling hazardous substances
 - 4.11.9 Maintenance safety precautions
 - 4.11.10 Painting
 - 4.11.11 Cellular telephones
 - 4.11.12 Tag out/lock out system
 - 4.11.13 Anchoring, mooring and towing operations
 - 4.11.14 Out of date pyrotechnics
- 4.12 Safe Moorings
- 4.13 Small craft alongside
- 4.14 Helicopter operations
- 4.15 Safety signs
- 4.16 Safe Movement On Board
- 4.17 Safe Access to the Ship
- 4.18 Sufficient crew on board
- 4.19 Preferred Equipment Types
- 4.20 Safety Equipment
- 4.21 Examination and Testing of Pressure Vessels
- 4.22 Fire Precautions
- 4.23 Fire Fighting Theory
- 4.24 Shipyard safety
- 4.25 HSE-Stops
 - 4.26.1 Risk Management
 - 4.26.2 Three What's – Risk Assessment
 - 4.26.3 Risk Assessment Matrix



4.0. LIST OF CONTENTS SAFETY

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- 4.27 Safety Inspections
- 4.28 Management of Change

Appendix A PPE Matrix

Appendix B Risk Assessment Matrix



HEALTH, SAFETY AND ENVIRONMENT (HSE) OFFICER

It is Company policy to appoint the Chief Navigating Officer as HSE Officer responsible for all areas of the vessel. The appointments shall be in writing and shall be recorded in the Official Logbook.

Responsible to: Master

Responsible for:

1. Using his/her best endeavours to ensure that the provisions of the "Code of Safe Working Practices for Merchant Seamen" and the SMS are complied with.
2. Improving safety consciousness amongst the crew.
3. Investigating accidents, near misses (dangerous occurrences) and make recommendations to the Master to prevent their recurrence or remove the hazard.
4. Investigating all complaints by the crew concerning occupational health and safety unless they are frivolous or vexations.
5. Making occupational health and safety inspections of accessible parts of the ship at least once a week or more frequently if there are changes in the conditions of work.
6. Making representations and recommendations to the Master about deficiencies relating to any legal occupational health and safety requirement.
7. Ensuring that, if possible, all safety instructions, rules and guidance are complied with.
8. Stopping any work that may cause a serious accident and inform the Master thereof.
9. Training Officers and crew to use all safety equipment provided aboard. Also to train Officers and crew according the industry best practice, guided by lessons learnt in Bassnet and COSWPS.

**4.25. HSE STOPS***HSE PROCEDURES MANUAL***HSE-STOPS****1. HSE-STOPS**

- 1.1. A HSE-Stop is a planned work stoppage that provides crewmembers the opportunity to discuss HSE topics in a controlled and prescribed manner.
- 1.2. The objective of the HSE-Stop is to stimulate HSE awareness, to promote teamwork and opportunity to improve HSE standards of operation on board.
- 1.3. The Company shall advise the fleet when an HSE-Stop should take place and the HSE topic to be discussed.
- 1.4. The Master should arrange the HSE-Stop as soon as possible to best suit the vessels work schedule and to allow maximum crewmembers to attend that are not actively involved in critical ships operations (watch keepers) at the time of the HSE-Stop.
- 1.5. The HSE-Stop is not to interfere with the safe operation of the ship nor impact negatively on the ships commercial operation.
- 1.6. The HSE-Stop discussion should last approximately 30 minutes and must be chaired by the Master or a nominated Officer. The Chairman must encourage everyone to actively participate in the discussion.
- 1.7. An attendance record must be kept and signed by each crewmember attending the HSE-Stop. The attendance record must be filed under Training in a separate file reference 4.1.4. HSE-Stop.
- 1.8. Any actions, concerns or recommendations arising out of the HSE-Stop discussion must be copied to the office to enable appropriate feedback to be circulated to the fleet.

2. LESSON LEARNT

- 2.1. The company has implemented the Lesson Learnt section in BASSnet. This will be found under the SAFIR Module.
- 2.2. Lesson learnt are broken down into 11 sections
- 2.3. Summary
 - 2.3.1. Operational
 - 2.3.2. Personnel
 - 2.3.3. Environmental
 - 2.3.4. Special Incident
 - 2.3.5. Technical



- 2.3.6. Non-Conformity
- 2.3.7. Audits
- 2.3.8. Inspections
- 2.3.9. Vetting
- 2.3.10. CoC/CoA

- 2.4 This will be used to share lesson learnt from accident/loss, near-miss, audit, inspection and NCR experienced within the fleet. It will also be used to report incidents that have been reported by external source (such as industry magazine, website, etc.)
- 2.5 All Lesson Learnt are to be reviewed by Ship Management Team and Safety, Health and Environmental Committee, these are to be discussed at the relative meetings and logged in the minutes of the meeting. This will be used to confirm that the vessel are read the Lesson Learnt and that it has been replicated.
- 2.6 SMT Minutes
 - a. Lesson learnt are to be placed under, section XI Review current safety and quality assurance status item 4.
- 2.7 Safety, Health and Environmental Committee
 - a. Lesson learnt are to be placed under section 5 Review of Circulars, company memos, HSE stops topics and Lesson learnt.
- 2.8 Lesson learnt will be distributed by the HSEQ Department.

3. HSE Campaigns/On Job Training/Fleet Advisories:

Company strongly promotes Health, Safety and Environmental protection culture in the organization. The concept of HSE excellence is actively and practically supported through general awareness on HSE topics. Company regularly reviews the safety culture on board through near miss reports, inspection and audit results, PSC deficiencies, incidents to reveal the area requiring improvement. In this direction, company regularly broadcasts monthly Safety Campaigns, On Job Training, Fleet Advisories to increase the general awareness level on board and to promote HSE culture. The Master and other senior officers shall review the contents and where appropriate provide their feedback in Safety Meeting Minutes.



HSEQ REPORT

Reporting Forms Manual

MT/MV :

Quarterly Health, Safety, and Environment Report for Period:

I hereby confirm that the following checks have been carried out and logged and the resultant checklists have been filed.

A. STATUTORY REQUIREMENTS.

1. SOLAS Chapter II – 1 Reg. 24 (Periodical operation and inspection of water tight doors)

- a) Dates checked and logged:
- b) Remarks:

SOLAS Chapter III Part B Reg. 8 (Muster list and Emergency Instructions)

- a) Muster lists updated before proceeding to sea?
- b) Safety instructions and illustrations up to date and reviewed every quarter. Redundant instructions removed.
- c) Remarks:

SOLAS Chapter III Part B Reg. 19 (Emergency training and Drills)

- a) Crew familiarization carried out before departure?
- b) Emergency drills carried out as per Drill Plan attached?
- c) Abandon ship drills carried out as per Drill Plan?
- d) Boats lowered on the following dates.
- e) Above have been logged.
- f) Remarks:

SOLAS Chapter III Part B Reg. 20 (Operational Readiness)

- a) Are all Life Saving appliances in working order and ready for immediate use, and logged as such, before departure from any port?
- b) Maintenance of falls as per requirements.
- b) Weekly inspections carried out.
- c) Monthly inspections carried out.
- d) Are markings on safety gear stowage compliant with this section?
- e) Has a quarterly on board audit of safety signage been conducted and is signage adequate, as well as redundant signage removed?
- f) Remarks:

SOLAS Chapter III Part B Reg. 36 (Instructions for on board maintenance)



- a) Has the on board safety maintenance been carried in accordance with the requirements listed?
- b) Remarks:

SOLAS Chapter IV Regulation 15 (GMDSS Maintenance requirements)

- a) Are daily, weekly, and monthly carried out as required in "**Handbook for Marine Radio Communications (third edition)**"
- b) Remarks.

SOLAS Chapter IV Regulation 17 (Radio records)

- a) Has the GMDSS logbook been kept correctly filled in and up to date?

2. STCW Section A VIII/1 (Fitness for duty)

- a) This section has been complied with and records filed aboard.
- b) Remarks.

STCW Section A VIII/2 Part 1 (Certification)

- a) All crewmembers during this period have been certified as per STCW requirements.
- b) Remarks:

STCW Section A VIII/2 Part 2 (Voyage planning)

- a) Voyage planning has been carried out berth to berth during this period.
- b) Remarks.

STCW Section A VIII/2 Part 3-1 (Principles to be observed in keeping a navigational watch)

- a) Navigational watches aboard during this period have complied with this section in full.
- b) Remarks.

STCW Section A VIII/2 Part 3-2 (Principles to be observed in keeping a Engineering watch)

- a) Engineering watches aboard during this period have complied with this section in full.
- b) Remarks.

STCW Section A VIII/2 Part 4 (Watchkeeping in Port)



- a) Have the requirements of this section been met in full.
- b) Remarks.

3. **MARPOL Annex 1 Reg. 20 (Oil Record Book)**

- a) Are Oil record books filled in correctly?
- b) Remarks.

MARPOL Annex II Reg. 9 (Cargo Record Book – for Tankers)

- a) Are Cargo Record Books filled in correctly?
- b) Remarks.

MARPOL Annex V Reg. 9 (Garbage Management)

- a) Have the requirements of this section been complied with in full during the period?
- b) Remarks.

4. **ISM Section 2.1 (Policy)**

- a) Are the company environmental policies fully implemented aboard?
- b) List environmental training given to the crew this quarter
- c) Have the engineers been given energy conservation training?
- d) List any deficiencies that have been found with the company policy on environmental issues.
- e) Remarks.

ISM Section 7.0 (Training)

- a) The operation plans as required per ISM Code Appendix 6 are relevant to the vessel and crew training has been undertaken to ensure efficiency.
- b) Remarks.

ISM Section 8.0 (Contingency Plans)

- a) The contingency plans as required per ISM Code 8.2 are relevant to the vessel and crew training has been undertaken to ensure efficiency. Are all the Emergency contact numbers aboard valid.
- b) Remarks.

ISM Section 10.3 (Maintenance system)

- a) Does the system onboard comply fully with these requirements?



b) Remarks

ISM Section 11 (Documentation)

a) Is this section complied with in full?

b) Remarks.

ISM Section 12 (Review and evaluation)

a) Are corrective actions resulting from audit observations and NCR's been actioned?

b) List outstanding NCR's and audit observations and the raising dates.

c) Have audit results been circulated to ensure all aboard are aware of weaknesses in the system aboard?

d) Remarks.

REGULATORY

IBC Chapter 14 2.6 (B.A. sets – for Chemical Tankers)

a) Have the required entries been made in the logbook?

BC Code Section 3.1. (For Bulk carriers)

a) Have these requirements been met in full before each load this quarter?

b) Remarks.

COMPANY REQUIREMENTS

Navigation Publications.

a) What was the last Notice to Mariners corrected to?

b) Has the **Quarterly List of Nautical Charts and Publications** been completed and forwarded:

c) Remarks.


Certificate List

a) An up to date **Quarterly Certificate List** has been completed and forwarded?

Masters Signature: _____

Masters Name Capt: Date:

UNCONTROLLED DOCUMENT

	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 11 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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The cost of repatriation of the crewmember and that of his/her relief, is normally at the expense of the crew member.

6.4 SHORE LEAVE

The **Master** is at liberty to authorise the granting of **Shore Leave** to Employees, whilst at all times ensuring that sufficient crewmembers are on board to deal effectively with emergencies.

At the sole discretion of the **Master**, shore leave may be granted but crew requesting actual working time off will be required to take leave. Any time off in port, will be deducted from accumulated leave. Accordingly crewmembers are required to sign a Shore Leave form.

Shore Leave will be deducted as follows:-

- a. Four hours working time off taken in port will be deducted at a rate of half a day.
- b. Working time off taken in port up to eight hours, will be deducted from accumulated leave at a rate of one day.

6.5 SICK LEAVE

Sick Leave for both Officers and Ratings is governed by their contracts of employment or the relevant Collective Bargaining Agreement (whichever is applicable).


7. SERIOUS INJURY, ILLNESS OR DEATH ON DUTY

7.1 COVER

All sea staff employed on Grindrod Shipping owned or managed vessels are covered by Protection and Indemnity (P&I) insurance in the event of serious injury, illness or death whilst signed on **Articles of Agreement**.

All South African resident Officers and Ratings, whilst signed on **Articles of Agreement**, are entitled to the benefits provided by the South African Compensation for Occupational Injuries and Diseases (COID) Act No 130 of 1993. Under this Act, qualifying employees are covered for any injuries sustained whilst on board the vessel (in the "workplace").

UNCONTROLLED DOCUMENT

	QUALITY AND SAFETY MANAGEMENT SYSTEM 3.0 CONDITIONS OF EMPLOYMENT PERSONNEL MANUAL	Sect: 3. Page: 12 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM
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7.2 PAYMENT OF MEDICAL EXPENSES

All expenses in respect of relevant medical treatment will be paid by **Grindrod Ship Management Crewing Department**, and will be offset against payments from the appropriate Insurance source (P&I, COID etc.).

Grindrod Ship Management shall pay the injured Employee, basic salary for any periods off work resulting from an injury on duty up to a maximum of 26 weeks (depending on the seafarer's contract of employment), provided the accident was reported timeously. Any additional disability benefits (and exclusions) may vary from time to time subject to affordability and availability.

7.3 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COID)

When a South African resident employee is injured on duty, the **COID: Employee's Report Form** is to be completed by the **Master and submitted to Grindrod Ship Management Crewing Department**. The information supplied on this form is sufficient to enable **the completion of any other** Insurance Claim Forms as required.

8. TERMINATION OF EMPLOYMENT

8.1 Contracts of Employment signed between Grindrod Ship Management and Contract Staff will contain the necessary clauses relating to Termination of Employment. These should be consulted for guidance in respect of Contract Staff Terminations. Where any doubt exists, the **Master** should contact the **Crewing Manager** for guidance. The following conditions are generally applicable:

8.2 NOTICE PERIOD

a. OFFICERS

Thirty (30) days' notice in writing.

Fourteen (14) days' notice in writing during the first six (6) months service.

b. PETTY OFFICERS & RATINGS

Forty-eight (48) hours' notice in writing.

UNCONTROLLED DOCUMENT



HEALTH, SAFETY, HEALTH, ENVIRONMENT AND
QUALITY MANAGEMENT SYSTEM

MEDICAL TREATMENT FORM

Reporting Forms Manual

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Form : 4.1.8A
Date : 12.Feb.2012
Rev : 1
App By : TK

MT

Injured on Duty: YES

Date:

Voy:

Section 1

<u>TO AGENT.</u>	<u>TO DOCTOR/DENTIST</u>
1. Agent: 2. Port:	Please attend to And complete Section 3 where applicable.

Section 2

1. Name: 2. Rank: 3. Details of Illness/Complaint: 4. Signed by the Master:	SHIPS STAMP
--------------------------------------------------------------------------------------	----------------

Section 3

1.	Diagnosis:	
2.	Treatment	
3.	Recommendation for further treatment	
4.	Can this be carried out aboard?	YES/NO
5.	Is Hospitalisation Required ?	YES/NO
6.	For how long (approx)?	
7.	Expected Time off duty?	
8.	Is the patient FIT/ UNFIT for NORMAL/ LIGHT duty?	
9.	Estimated cost of Consultation?	USD/RANDS
10.		
	Date	Doctors Signature
		Doctors address:



MEDICAL REPORT FORM
(MLC Regulation A4.1)

Reporting Forms Manual

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Appendix 3

Date and time of report _____

Ship Information and Location

Ship Name _____

Shipowner/Shipmanager _____

Type of ship and cargo _____

Name and address of on-shore agent at Port of Call

Position (latitude and longitude; name of port, if applicable) at onset of illness/injury:

Destination and ETA (expected time of arrival) _____

Particulars of patient

Name as in passport: _____

Sex _____ Male Female

Date of birth (dd-mm-yyyy) _____


Nationality _____

Seafarer passport number _____

Shipboard job title (and specify type of work) _____

Hour and date when taken off work _____

Hour and date when returned to work _____

	<p>HEALTH, SAFETY, HEALTH, ENVIRONMENT AND QUALITY MANAGEMENT SYSTEM</p> <p>MEDICAL REPORT FORM (MLC Regulation A4.1)</p> <p>Reporting Forms Manual</p>	<p>Page 2 of 3 Form : 4.2.1 Date : 06 May'13 Rev : 01 App By : TK</p>
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Injury or illness

Hour and date of injury or onset of illness _____

Hour and date of first examination/treatment onboard _____

Location on board ship where injury occurred: _____

Circumstances of illness /injury: _____

Symptoms _____

Findings of physical examination _____

Overall onboard impression before treatment

Treatment given on board _____

Telemedical consultation

Hour and date of initial contact _____

Mode of communication (radio, telephone, fax, other) _____

Surname and first name of telemedical consultant or name of medical company

Details of telemedical advice given _____

N.B. Attach all relevant medical reports to this report form.



MEDICAL REPORT FORM
(MLC Regulation A4.1)

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Clinical Consultation

Clinical Diagnosis: _____

Clinical Treatment given or examination: _____

Is the illness due to an accident: Yes /No


Patient unfit for work from: _____ to _____

Clinical Treatment terminated or follow up required: _____

Place of consultation: Clinic / hospital

Date of consultation: _____ Doctor's Name & Signature: _____

UNCONTROLLED DOCUMENT

	<p>HEALTH, SAFETY, HEALTH, ENVIRONMENT AND QUALITY MANAGEMENT SYSTEM</p> <p>REPORT FORM: OCCUPATIONAL ACCIDENTS, INJURIES AND DISEASES AFFECTING SEAFARERS ON BOARD</p> <p>Reporting Forms Manual</p>	<p>Page 1 of 3 Form : 4.2.0 Date : 06 May'13 Rev : 01 App By : TK</p>
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Annex A

(To be submitted to mmo_mpa@mpa.gov.sg)

<p>1. Ship's name and IMO number:</p>
<p>2. Date and time of occurrence:</p>
<p>3. Ship's position at time of occurrence (Lat-Long / Name of location):</p>
<p>4. Personnel involved:</p> <p>Name:</p> <p>Gender:</p> <p>Age:</p> <p>Nationality and Passport No.:</p> <p>If crew, specify designation:</p> <p>If other persons, specify nationality and status e.g. passenger:</p> <p>If more than one personnel involved, please include in separate sheet.</p>
<p>5. Account of the occurrence:</p> <p>Covering, where applicable, circumstances leading to occurrence, nature of injuries/conditions, occurrence of fatality, degree of incapacity (temporary or permanent), duration of occurrence, location of occurrence on board, medical treatment given.</p>

UNCONTROLLED DOCUMENT



HEALTH, SAFETY, HEALTH, ENVIRONMENT AND
QUALITY MANAGEMENT SYSTEM

**REPORT FORM: OCCUPATIONAL ACCIDENTS,
INJURIES AND DISEASES AFFECTING SEAFARERS
ON BOARD**

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6. Indicate any immediate action taken in response to the occurrence:

7. Any other relevant information (including statements from witnesses):

8. Declare whether all statutory requirements were in order prior to the occurrence; otherwise provide details of the non-compliance(s) and actions taken:

UNCONTROLLED DOCUMENT

	<p><i>HEALTH, SAFETY, HEALTH, ENVIRONMENT AND QUALITY MANAGEMENT SYSTEM</i></p> <p>REPORT FORM: OCCUPATIONAL ACCIDENTS, INJURIES AND DISEASES AFFECTING SEAFARERS ON BOARD</p> <p>Reporting Forms Manual</p>	<p>Page 3 of 3 Form : 4.2.0 Date : 06 May'13 Rev : 01 App By : TK</p>
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Declaration (to be made by Master or most senior officer available):

I declare that this Report (consisting of pages) is true to the best of my knowledge and I make it knowing that, if it is tendered in evidence, I may be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Name:

Designation:

Passport No.:

Date:

Signature



HEALTH AND HYGIENE

1. POLICY

The Company will take all reasonable steps to maintain and foster the health and wellbeing of its employees. Reference should be made to the Personnel Manual, Section 3, Conditions of Employment, and item 11.0 Medical Examinations. Also to Fleet Operating Procedures Manual Section 15, Catering.

2. MEDICAL CARE

It is the Master's duty to provide medical care and any medical attention on board ship and it is either given by him or under his supervision by a person appointed by him. **Master shall ensure that the officer appointed has a valid Medical care certificate.**

Crewmembers are required to report illnesses and injuries to the Officer in charge promptly, so that adequate medical attention may be given. The nature of the illness or injury is to be entered into the Medical Log by the designated Medical Officer aboard (or a competent Officer), along with the date and the medication or medical assistance given. (See Section 9)

All Medical report form shall be in the format as prescribed by the Flag State legislation.

Persons that are ill or injured shall be checked at frequent intervals and treatment provided as necessary. The services of a Doctor are to be obtained, if one is available, and if the extent of the illness or injury requires it.

Every crew member signed onto a vessel has the right to visit a Doctor or Dentist in ports were practicable. This treatment will be at no cost to the crewmember, and will be recorded on a Medical Report form. A copy of this report will be filed aboard.

The Medical locker aboard the vessel will stocked to comply with Flag State requirements. (See Section 10 for further detail.)

3. PROCEDURES IN CASES OF ILLNESS OR ACCIDENT

- Initial actions should be as in "Ship Captain's Medical Guide" (SCMG), Chapter 1 – First Aid.
- If in port with medical facilities, the ill or injured person should be landed to the appropriate medical facility.
- If at sea, or in a port with no medical facilities, first aid should be given as in SCMG Chapter 1, followed by further treatment as per Chapter 4 of SCMG.
- Obtain medical advice by radio if necessary.
- Deviate to a port to land the seaman if necessary.
- Log all actions taken in the Official Logbook (OLB).
- See HSE Procedures Manual 4.7 for Flag State reporting requirements in case of incapacitation of a Seafarer.



4. DEVIATION FOR MEDICAL REASON

- A deviation to land a sick or injured person will generally be regarded as justifiable in carriage of goods and marine insurance law if it was 'reasonable and necessary', e.g. where shore medical treatment is urgently needed.
- Before deviation for medical reason the Master should ensure that all reasonable steps have been taken to care for the ill or injured person on board. This would include medical advice by radio.
- The Company is to be advised without delay of the need for deviation for medical reason.
- A record is to be kept of the total time of the deviation, distance steamed, fuel and lube oil used, and expenses incurred as a result of the deviation e.g. crew overtime.
- Prepare the seaman's discharge documents, gear etc. whilst making for the port.
- Advise the local P&I Club correspondent at the port.
- Ensure a local port agent is appointed and make contact.
- Make appropriate OLB entries.

5. MEDICAL ADVICE

Medical advice can be obtained via INMARSAT from [the](#) land earth stations or from numerous coast stations throughout the world. Reference should also be made to the Admiralty List of Radio Signals, volume 1.

The International Medical Centre, Rome, Italy (call sign CIRM), provides medical advice free of charge.

See section on [External assistance](#) - 'Medical Advice by Radio' in SCMG.

Medical advice can also be arranged through the Company.

6. MEDICAL ASSISTANCE AT SEA

Some ships carry a doctor e.g. a cruise liner, warship or large fleet auxiliary, and if in the vicinity may be able to render assistance. Contact should be made with local authorities to establish whether there are any vessels in the ship's vicinity with medical facilities.

7. CONTAGIOUS DISEASES

- 7.1. Crewmembers having contagious diseases or suspected of having a contagious disease shall be segregated at once to prevent the spread of the disease to others. Prompt medical advice should be obtained.
- 7.2. Any requirements for disinfecting quarters, including fumigation, must be followed.
- 7.3. Port Authorities and the Ship's Agent at the next port of call must be advised. On arrival the vessel will probably have to proceed to a quarantine anchorage and remain there until cleared by Port Health Authorities. Berthing delays can be expected and the Company must be kept advised.

8. DEATH ON BOARD

- 8.1. In the event of the death of any crewmember on board the Master shall immediately notify the Company (and Agent when in port), giving the name of the deceased person and cause of death.
- 8.2. Have the cause of death established and certified, if possible by a doctor.
- 8.3. The Company will notify the next of kin and will establish what is to be done with the body and advise the Master accordingly.
- 8.4. If the vessel is in port the body should be landed ashore to a mortuary for preparation for burial or transport. If the vessel is at sea the SCMG, Chapter 12 should be consulted for guidance. The usual and preferred procedure is to preserve the body **by maintaining the body at cold temperature**, but where this cannot be done the Master may need to conduct a burial at sea.
- 8.5. Inform the local P&I Club Correspondent.
- 8.6. Personal effects of the deceased should be collected, itemised (by two officers), listed and stored in a safe place. They shall be landed in accordance with applicable national laws or as instructed by the Company.
- 8.7. Entries giving the cause of death and description of personal effects are to be made in the OLB.
- 8.8. All reports required by national laws and regulations shall be filled as required. If the death occurs at sea the ship's Agent at the next port is to be consulted regarding any additional local requirements.
- 8.9. In event foul play is expected, or an accident has occurred, advice must be requested from the next port as how to secure the site for authorities to attend and investigate once that port is reached. Photographs should be taken without unnecessarily disturbing the scene.

9. MEDICAL RECORDS

A record should be made in the OLB of any case of illness or injury, but may be recorded in a Medical Log Book provided the medical log is made an annex to the OLB. (An entry should be made in the OLB narrative section to the effect that entries concerning illnesses and injuries are in a separate Medical Log Book). The Medical Log book will be a dated record of all cases treated, and medication issued. The Medical log book will be retained in the Medical Locker and maintained by the appointed Medical Officer aboard.

Properly recording illnesses in the OLB will assist the Company's P&I Club in dealing with claims.



10. MEDICAL LOCKER

- 10.1. The medical locker is to be checked annually by a chemist and restocked as per Flag State requirements.
- 10.2. Medicines should be organised alphabetically, by generic name or in their constituent groups using letters, or using their IMGS number and storing them in numerical order.
- 10.3. A full inventory list of medicines carried must be available detailing their position of storage and date of expiry
- 10.4. Controlled drugs must be stored in a secure locker and the key kept in the possession of the Master.

11. FIRST AID KITS

11.1. First aid kits should be available as follows:

- Medical locker, ready for swift transfer to the site of an accident.
- Bridge
- Cargo control room/ship's office
- Engine room
- Galley

11.2. The first aid kit, as a minimum, should contain the following:

- Individually wrapped wound plasters
- Medium and large sterile dressings/compression pads
- Bandages, including tri-angular bandage
- Cotton wool, surgical tape, safety pins, alcohol wipes, eye pads, scissors.

12. PROVISIONS AND WATER

12.1. The Master must ensure that provisions and water are provided which:

- Are suitable in respect of quantity, nutritive value, quality and variety having regard to the size and Nationality of the crew and the character and nature of the voyage.
- Do not contain anything which is likely to cause sickness or injury to health or which renders any provision or water unpalatable.
- Are otherwise fit for consumption.

See Fleet Operating Manual, Section 15 for further information

13. CREW ACCOMMODATION

The crew accommodation is to be maintained in a clean and habitable condition with all equipment and installations maintained in good working order.



2.15 RACE RELATIONS

Seafarers are expected to promote and encourage sound race relations. Racism or the disturbance or disruption of sound race relations on any Company owned or managed vessel, will not be tolerated in any form.

2.16 CONTRABAND, SMUGGLING & EMBEZZLEMENT

Any violation of the Company regulations or legal requirements concerning contraband, smuggling or embezzlement are unacceptable. Such conduct will place Seafarers at risk of dismissal if guilt is proven.

2.17 SEXUAL HARASSMENT

The Company will not tolerate any harassment of its Seafarers by other Seafarers. Sexual harassment is viewed in a particularly serious light.

Any Seafarer who feels that he/she is being sexually harassed by another Seafarers, may bring such complaints to Fleet Management in terms of the Grievance Procedure.

2.18 WORK PERFORMANCE AND MONITORING

All Seafarers are expected to perform the duties attached to their positions onboard with due professionalism, care, diligence and safety consciousness. The performance of all Seafarers is to be closely monitored and failure to carry out these duties as required, is to be addressed swiftly and effectively by the Master and the Chief Engineer Officer, as applicable.

3.0 UPWARD COMMUNICATION AND GRIEVANCE PROCEDURE

3.1 POLICY

It is the Company's aim to provide an effective and acceptable means for all Seafarers to bring problems and complaints concerning their well-being at work, to the attention of Management. To this end a formal grievance procedure has been established for the benefit and use of sea-going Seafarers.

3.2 GRIEVANCE

A grievance is defined as any dissatisfaction, unfairness, feeling of injustice or victimisation a Seafarer may have in connection with his employment situation that is brought to the attention of his Superior/s.



3.3 PROCEDURE

This procedure complies with the requirements of MLC 2006, as amended. This policy is in the Safety Management System and is available to all Seafarers aboard.

This procedure in no way interferes with the normal two-way communication which the Company expects to be maintained between Seafarers of all grades and their Supervisors and Subordinates.

Complaints should normally be resolved in this manner, but when this communication system fails or the aggrieved person thinks that the issue is sufficiently important, the following procedure is to be followed:-

- a. A Seafarer shall, in the first instance, verbally raise any grievance concerning working conditions with his/her immediate Superior.

A Seafarer may get advice and/or assistance from a representative of his/her choice who may be a Union Shop Steward. If the grievance is between the Seafarer and his/her immediate Superior the Seafarer may raise it with his/her Superior's senior.

If not satisfied with the decision taken or the immediate Superior is unable to settle the issue within 2 days, the next step may be taken.

If the grievance cannot be settled by the immediate Superior it must be written out on the standard Form and signed by the Superior and the Seafarer. See Forms Manual

- b. The (written) Grievance Form is then submitted by the Seafarer to the Department Head, i.e. Chief Engineer Officer, Chief Navigating Officer.

This must be done as soon as possible but within 2 days. The aggrieved person should then request a meeting with the Department Head to discuss the matter. The Seafarer may be accompanied by, or get advice or assistance from a representative of their choice. This may be the Union Shop Steward on board.

Within two days of being notified, the Department Head will set up a meeting to discuss the grievance and attempt to resolve the matter and reach a mutually agreeable solution. If the Grievance is not settled to the Seafarer's satisfaction, the next step should be taken.

- c. The (written) Grievance Form should then be submitted to the Master by the Seafarer within two days. The Master will set up a meeting, within two days of being notified, to discuss the grievance and attempt to resolve the matter and reach a mutually agreeable solution.

The Seafarer may be accompanied by a representative of his/her choice. If the grievance is not settled at this level the next step may be taken:-



RATINGS

Should the matter not be resolved at Step 3 the Seafarer will discuss this with the Union Representative. This should be done within 2 days of the vessel's arrival in port. If the vessel is not expected in the port for some time the Seafarer may notify the Union Representative in writing (e-mail) of his/her grievance (a copy of the Grievance Form should be attached).

The **Crewing Manager** will set up a meeting within 2 days of having been notified. The **Crewing Manager**, Union Representative and the aggrieved person, if he/she is not at sea, will attend the meeting.

Should the matter still not be resolved, the aggrieved Seafarer may refer the matter to the Marine **HR** Manager. The Marine **HR** Manager will render his judgement in writing to the Seafarer within 7 working days.

The Seafarer has the right to pursue any grievance, outside the Union environment, in accordance with the Flag State, as laid down in the legislation

OFFICERS

Should the matter not be solved at Step 3; the Seafarer may write directly to the **Crewing Manager** within two days of the grievance not having been resolved at Step 3.

The **Crewing Manager** will take the necessary steps to resolve the matter and communicate his decision to the Seafarer in writing within 7 working days.

If the Seafarer is still not satisfied he may refer the matter to the Marine **HR** Manager. The Marine **HR** Manager will render his judgement in writing to the Seafarer.

If still not satisfied the Seafarer may refer the matter to the **General Manager** Marine

The seafarer has the right to engage with the Union represented on the vessel, or directly with the Flag State, as permitted by its legislation.

3.4 DUTY OF SUPERIORS

It is the normal duty of a Superior to guide, assist and mentor his Subordinates. This procedure has been written to ensure that the Subordinate has access up the ladder if the issue is unresolved.

It is, however, expected of Superiors themselves to take the matter up to the next level if they are unable to resolve / conclude the matter and to advise the Subordinate that they are doing this on the Subordinate's behalf.



4.0 UPWARD COMMUNICATION AND GRIEVANCE PROCEDURE: CONTRACT STAFF EMPLOYED THROUGH APPROVED MANNING AGENTS

The foregoing Paragraphs are directly related to and applicable to Contract Staff employed through approved manning agents up to and inclusive of :

Step 3

If the Grievance is not settled by then, the Master is to take immediate steps to advise the Crewing Manager soonest.

The Crewing Manager / **Marine HR Manager** to liase with the Manning Agency concerned

The Grievance Form (4.1.19) is to be used, unless the Manning Agency has another form/system in place.

5.0 DISCIPLINARY CODE AND PROCEDURE

5.1 POLICY

The Company is at all times desirous of being fair and consistent in its handling of personnel. It is therefore essential that discipline be applied in a just, fair and consistent manner, acceptable to both the Company and Seafarers.

Any procedure must in no way interfere with the normal two-way communication which the Company expects between Seafarers at all levels and their Superiors and Subordinates.

5.2 OBJECTIVES

The objective of discipline is to be corrective and not punitive. In administering discipline Officers and Petty Officers will constantly be aware of the dual objectives of preserving the interest and image of the Organisation as a whole, and protecting the rights of the individual.

Further, the aim will be to:-

- Promote the achievement of excellent standards of conduct and performance.
- Achieve fairness and consistence in the administration of discipline.
- Assist in establishing and maintaining high morale.
- Minimise conflict.

PERSONNEL POLICY (SEA STAFF)

1. SELECTION AND PROMOTION

To recruit and promote people on the basis of their ability to meet the requirements of the position to be filled and with due cognisance of the spirit and requirements of Employment Equity, **where applicable**.

The policy will be to promote from within the existing pool of sea staff employed by The Company, whenever possible, to create and instil continuity.

2. ENGAGEMENTS

The Company will either directly recruit new sea staff on a contract basis or it will contract the services of approved third party Manning Agents to provide suitable sea staff, according to set specifications, in order to man its own or managed ships.

Third party Managers will be appointed only if in full compliance with the requirements of MLC 2006, and Flag State requirements.

No person under the age of 18 (a young seafarer in terms of the MLC 2006 Regulations) will be engaged aboard a ship as a member of the crew.

The Company will ensure that these Third Party Manning Agents are audited by suitable qualified personal biennially using the Manning Agent Audit Template (Form 3.10.02) as reference.

3. CONTRACT(S)

The Company's **Marine Human Resources** Manager will negotiate a Manning Contract with each approved Manning Agent. The Crewing Manager would negotiate Standard Contracts of Employment in respect of sea staff to be provided by each approved Manning Agent.

Manning agents will not propose seafarers under the age of 18 for possible employment.

Where sea staff are directly contracted by the Company, they will enter into standard employment contracts with the Company.

3.1 Employment Contracts will include clauses in respect of:-

- proof of rank (certification)
- duration and termination
- remuneration and benefits
- conditions of service
- Grievance Procedure



ON-BOARD COMPLAINT FORM

REPORTING FORMS MANUAL

This form is to be filled by the complainant or complainant's representative. If the complaint involves allegation against any other seafarer, which may be regarded as personal, private or intimate, such seafarer may not be referred to in an identifiable way in writing this form.

Ship's Particulars

Vessel:	Date:	Place
---------	-------	-------

Complainant's Particulars

Designation :	Name and Passport No.:	Date of Birth:
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Complainant's Representative's Particulars (if any)

Designation :	Name and Passport No.:	Date of Birth:
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Declaration:

I confirm that I have agreed and accepted to accompany and/or to represent the complainant, and to attend any meetings into the subject matter of the complaint.

Signature : _____

Briefly describe the complaint (including date, time and place of event and persons involved or witnesses):

UNCONTROLLED DOCUMENT



SAFETY, HEALTH, ENVIRONMENT AND QUALITY
MANAGEMENT SYSTEM

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File No. 4.1.19

Declaration:

I confirm that I have not been penalised or victimised in any way for filing this complaint, and that I have been informed that lodging this complaint is without prejudice to my right to seek redress through whatever legal means I consider appropriate.

I declare that all the information submitted by me in this On-Board Complaint Form is correct and does not contain any false information. I declare that I have not omitted any relevant information and that my complaint is not unjustified.

I accept that this matter may be referred to the Master for resolution and the Master will inform me of the outcome.

Signature of the complainant:

Acknowledged by Head of Dept, Seafarer's Superior Officer or Shipmaster

Rank:	Name:	Date of Receipt:
-------	-------	------------------

Meeting to Resolve Complaint

Date Of Meeting & Attended By

Briefly describe the result of the meeting

The matter has been resolved: Yes / No ((If No, please state reason)

Retention: 5 years

UNCONTROLLED DOCUMENT



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If No – The matter has been referred to the Company for resolution on (date/month/year). If other, please state organisation.

Acknowledged by Complainant Name and Signature: Date:	Signature by Shipmaster Name and Signature: Date:
Acknowledged by Complainant's Representative (if any) Name and Signature: Date:	

Please note that should the complaint not have been resolved to his satisfaction, the **Complainant** has the right to forward his complaint in writing to the following Flag State address for their review: The contact details are as follows:

Singapore Flag:

The Seafarers Management Department
Maritime and Port Authority of Singapore
Address: 460 Alexandra Road #21-00
PSA Building
Singapore 119963
Tel 6375 6224
E-mail : mmo_mpa@mpa.gov.sg

Isle of Man Flag:

Principal Surveyor
Department of Economic Development
Isle of Man Ship Registry
Address: St Georges Court,
Upper Church Street, Douglas.
Isle of Man, British Isles, IM1 1E
E-mail : marine.mlc@gov.im

South Africa Flag:

Ms Nolundi Dubase
Shipping Industry Welfare Officer
Email: ndubase@samsa.org.za,
Tel: +27 21 421 6170

Retention: 5 years



Contact information of competent authority in seafarer's country of Residence:

Germany

Name: Berufsgenossenschaft fuer Transport und Verkehrswirtschaft (BG Verkehr)
Contact information: Email: mlc@bg-verkehr.de, Tel: +49 40 361370

India

Name: Directorate General of Shipping
Contact information: Email: dgship-dgs@nic.in, Tel: +91-22-25752040/41/42/43/45

Netherlands

Name: Netherlands Shipping Inspectorate (NSI)
Contact information: <http://www.ilent.nl/>, Tel: +31 88 489 00 00

Philippines

Name: Philippine Overseas Employment Administration (POEA)
Contact Information: Email: onboardconci@poea.gov.ph
Tel. +632-833-6992, +632-551-6641, +632-551-1560 and +63-917-898-699

Poland

Name: The Ministry of Transport, Construction and Maritime Economy (Maritime Transport and Shipping Safety Department)
Contact Information: Tel: +48 22 630 10 00

Russia

Name: Ministry of Transport of the Russian Federation (MINTRAS)
Contact Information: <http://www.mintrans.ru>, Tel: +7 (495) 626 1010

U.K.

Name: Maritime and Coastguard Agency (MCA)
Contact Information: Email: mlc@mcga.gov.uk, Tel: +44 02380 329 100

Ukraine:

Name: State Inspectorate of Ukraine for Maritime and Inland Water Transport Safety
Contact Information: Email: bezpeka@morriflot.gov.ua; Tel: +380 44 351-47-73

Namibia:

Name: Namibian Transport and Allied Workers' Union (NATAU) PO Box 7516
Katutura Windhoek
Contact Information: Tel: +264(0)61 217 244 Fax: +264(0)61 263767
Email: natau@mweb.com.na

Contact information of person(s) on board who can provide impartial advice or assist on complaint procedures:

Name: Master
Contact Information: Contact personally on board



REMUNERATION

1. PRINCIPLES

- 1.1 Remuneration scales are determined by the following factors:-
- the requirement to attract and retain the services of high quality, competent and professional seafarers;
 - market forces affecting Crewing internationally;
 - the economic environment in which the Company operates; and
 - the salary and/or wage scales which the Company can afford.
- 1.2 Remuneration scales will be reviewed by Fleet Management periodically, taking into account, amongst any other relevant issues, the aforementioned factors.
- 1.3 The Company's Crewing Department will negotiate annual wages (and, where applicable, salaries) with sufficiently representative Trade Unions in respect of certain job levels or categories, where these have been recognised in terms of the Group Policy Manual.

2. ALLOWANCES AND BONUSES

2.1 Manning Agency/Individual

Allowances, if any, are as per conditions agreed in contracts with individual seafarers employed directly by the Company or, alternatively, with approved Manning Agents representing the seafarers whom they are contracted to provide.

2.2 Bonuses

The Company may, at their sole discretion, institute and award an Allowance, Benefit or Bonus to certain ranks or individuals for special tasks performed; for performance of an exceptional nature or as a retention measure. All such Allowances, Benefits or Bonuses are to be duly authorised by the Marine Manager.

3. PAYMENT OF SALARIES

3.1 Bank Accounts

All sea-going Employees will be required to open a bank account. There will be no restriction on which bank must be used.



3.2 Method of Payment

- a. Payment of salaries will be normally be by monthly instalments transferred directly into the Employee's nominated bank account on the 25th day of each month.
- b. Depending on the relevant manning agreement, the salaries of foreign contract staff may either be transferred directly into the seafarer's bank account or it may be paid via the approved manning agent. Although all salary payments are transferred on or before the 25th day of each month, there may be a 2 to 5 day delay before the salary is available in the foreign bank account.

Should the 25th day of the month fall on a South African Public Holiday, a Saturday or a Sunday then the salaries will be paid the day preceding the public holiday or weekend.

- c. The currency in which salary payments are to be made will be agreed upon at the time of negotiating the Contract with the approved foreign manning agent.
- d. A monthly reconciliation, or payslip will be issued to every seafarer who is on contract. Only deductions which are in accordance with Flag State and MLC 2006 allowed. The rate of exchange will not be unfavourable to the Seafarer. Any disciplinary fines deducted may only be in accordance with Flag State allowances.

4. ALLOTMENTS

4.1 Policy

The Company's Crewing Department will provide allotment facilities to Seafarer. This will enable the payment of a portion of their earnings to a nominated Allottee (e.g. wife, parents) in their own country each month.

4.2 Conditions

Each Employee will be entitled to maximum of two (2) Allotments.

4.3 Method of Payment

- a. Allotments will be deducted from Employee's salary on a monthly basis and paid to the nominated Allottee by means of a bank transfer on the 25th day of each month.
- b. Cash Allotments and Cheque Allotments will not be entertained as all Employees have access to banking facilities.

4.4 Procedure

- a. When commencing a tour of duty, all Seafarer will be asked if they wish to stipulate any amounts for Allotments.

3.2 Method of Payment

- a. Payment of salaries will be normally be by monthly instalments transferred directly into the Employee's nominated bank account on the 25th day of each month.
- b. Depending on the relevant manning agreement, the salaries of foreign contract staff may either be transferred directly into the seafarer's bank account or it may be paid via the approved manning agent. Although all salary payments are transferred on or before the 25th day of each month, there may be a 2 to 5 day delay before the salary is available in the foreign bank account.

Should the 25th day of the month fall on a South African Public Holiday, a Saturday or a Sunday then the salaries will be paid the day preceding the public holiday or weekend.

- c. The currency in which salary payments are to be made will be agreed upon at the time of negotiating the Contract with the approved foreign manning agent.
- d. A monthly reconciliation, or payslip will be issued to every seafarer who is on contract. Only deductions which are in accordance with Flag State and MLC 2006 allowed. The rate of exchange will not be unfavourable to the Seafarer. Any disciplinary fines deducted may only be in accordance with Flag State allowances.

4. ALLOTMENTS

4.1 Policy

The Company's Crewing Department will provide allotment facilities to Seafarer. This will enable the payment of a portion of their earnings to a nominated Allottee (e.g. wife, parents) in their own country each month.

4.2 Conditions

Each Employee will be entitled to maximum of two (2) Allotments.

4.3 Method of Payment

- a. Allotments will be deducted from Employee's salary on a monthly basis and paid to the nominated Allottee by means of a bank transfer on the 25th day of each month.
- b. Cash Allotments and Cheque Allotments will not be entertained as all Employees have access to banking facilities.

4.4 Procedure

- a. When commencing a tour of duty, all Seafarer will be asked if they wish to stipulate any amounts for Allotments.



- b. Any changes to Allotments will only be accepted if the Company's Crewing Department is notified in writing of the requested change.

5. OVERTIME

5.1 Payment

Overtime earned by South African seafarers is paid one month in arrears. Overtime in respect of foreign seafarers is paid at the end of the same month that it is earned. **Masters** are to e mail a schedule of all overtime worked by the 5th day of each month.

6. PREDETERMINED CASH ADVANCES (PCAs)

6.1 Policy

The Company will provide for all sea staff to have a nominated portion of their salary paid/credited to them on board each month.

These will be known as Predetermined Cash Advances (P.C.A.).

On ships proceeding to foreign ports, the Employee can, by arrangement with the Master, have P.C.A.'s which have been credited, paid to him/her in foreign currency on arrival.

6.2 Method of Payment/Procedure

Each month Seafarer will be asked to nominate the amount of their salary which they wish to be paid to them as a P.C.A.

The Master will issue PCAs and he will keep a record of all P.C.As drawn.


Employees will be required to acknowledge receipt of any amounts drawn as a PCA by signing the relevant record of receipt, as required by the Master.

The Master shall advise The Company's Crewing Department by e mail of all PCAs paid, up to (and including) the 5th of each month, and forward the original PCA schedule as soon as possible. This will enable the correct deduction of PCAs from each seafarer's salary for the month.

7. LEAVE PAY

7.1 Eligibility for Leave Pay

All contract seafarers are paid an agreed amount each month in lieu of Leave. This amount is known as Leave Pay. It should be retained by contract seafarers for use during their leave.

	<p>HEALTH, SAFETY, ENVIRONMENT AND QUALITY MANAGEMENT SYSTEM</p> <p>11.0. Financial Security</p> <p>PERSONNEL MANUAL</p>	<p>Sect : 1.0 Page : 1 of 2 Date : 15/Jan/2017 Rev : 1.0 Appr : BMM</p>
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1. FINANCIAL SECURITY

From 18th January 2017, in accordance with Maritime Labour Convention 2006 as amended, ships are required to carry on board Financial Security Insurance certificates issued by an insurer confirming that financial security is in place for liabilities in respect of:

- Abandonment of a seafarer (MLC Standard A2.5.2); and
- A 'contractual claim' which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard (MLC Standard A.4.2).

2. FINANCIAL SECURITY IN EVENT OF ABANDONMENT

A seafarer shall be deemed to have been abandoned (MLC Standard A2.5.2) where, in violation of the terms of the seafarers' employment agreement, the ship owner:

- a. fails to cover the cost of the seafarer's repatriation; or
- b. has left the seafarer without the necessary maintenance and support; or
- c. has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.

Ship owners will have to obtain financial security to ensure that they will be able to meet their repatriation obligations. In particular, the financial security must be adequate to cover the following:

- a. Up to four months of outstanding wages and other outstanding entitlements due from the ship owner to the abandoned seafarer under their employment agreement, the relevant collective bargaining agreement;
- b. All expenses reasonably incurred by the abandoned seafarer, including the costs of repatriation; and
- c. The essential needs of the abandoned seafarer, including items such as adequate food, clothing, accommodation, drinking water supplies, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at his repatriation destination.

Company will obtain the financial security certificate from P&I insurance provider to meet above obligations and place certificate on board the vessel.

3. FINANCIAL SECURITY IN RESPECT OF SHIP OWNER'S LIABILITY



The amendments to Regulation 4.2 (Ship owners' liability) of the MLC introduce mandatory requirements to ensure that seafarers who suffer death or long-term disability due to an occupational injury, illness or hazard are compensated fairly and expeditiously.

The requirements are as follows:

- a. The contractual compensation owed to the seafarer is to be paid out in full and without delay;
- b. The seafarer or his representative must not be pressured to accept a payment less than the contractual amount;
- c. Where the nature of the long-term disability of the seafarer makes it difficult to assess the full contractual compensation payable to him, the financial security provider must make an interim payment or payments to the seafarer;
- d. Any contractual compensation received by the seafarer may be offset by the ship owner against any damages resulting from any other claim made by the seafarer against the ship owner and arising from the same incident;
- e. The seafarer's claim for contractual compensation may be brought directly by the seafarer, his next of kin, a representative or a designated beneficiary;
- f. The financial security provider must give advance notification to the flag State if the financial security is to be cancelled or not renewed.

Company will obtain the financial security certificate from P&I insurance provider to meet the Ship owner's liability and place certificate on board the vessel.

4. VALIDITY OF FINANCIAL SECURITY CERTIFICATES

The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to the competent authority of the flag State.

5. DISPLAY OF FINANCIAL SECURITY CERTIFICATES

The valid Financial Security Certificates are to be displayed on the notice board or at a prominent place where these are available to all staff in addition to a copy of each certificate is to be maintained in certificate file.



standards. Every effort will therefore be made to maximise the retention of sea staff and to strive for as stable a pool of Grindrod sea staff as possible.

Ensuring the maximum retention and stability of the Grindrod pool of seafarers will be a key performance area for both the Company's Crewing Department and for all approved Manning Agents contracted to Grindrod.

9. COMMUNICATIONS

9.1 CONFIDENTIAL PERSONNEL ISSUES

Communication involving confidential personnel issues (ill-health, family problems, salary queries and any other personal or private matters), is not to be addressed directly to FLEET. Communication of this nature is to be clearly headed "CONFIDENTIAL" and it is to be addressed and sent by fax, telex or e-mail, as appropriate, directly to the Crewing Manager or the **Marine Human Resources** Manager for further action.

9.2 COMMUNICATION FROM SEASTAFF WHILST SIGNED ON ARTICLES OF AGREEMENT

All communication from sea staff to Fleet Management or the Crewing **or Training** Department is to be sighted by and routed through the Master.

9.3 COMMUNICATION WITH APPROVED MANNING AGENTS

Where seafarers are employed through an approved Manning Agency, the Master is authorised to communicate directly with the Manning Agency regarding personnel issues **ensuring that the Crewing Department is copied in at all times.**

10. SOCIAL RESPONSIBILITY

The Company recognises that it has a social responsibility and will provide appropriate assistance to the benefit of communities from which our sea staff are drawn, when it is feasible to do so.

11. TRAINING AND DEVELOPMENT

To encourage all senior Officers to accept responsibility for the onboard / on-the-job training and development of the sea staff under their control.

To provide facilities, financial support, advice and opportunities to enable Employees to acquire the knowledge, skills and attitudes needed to perform effectively the duties and responsibilities for which they are employed.



To develop the potential of sea staff to meet the future manpower needs of the Company.

To provide opportunities for education and training in literacy and numeracy for those Employees who wish to develop these skills to form a base for further education, training and development **with the Fleet Training Managers approval.**

To encourage and fully utilise the development of training provided by the Training **Academy**, while making use of appropriate external training organisations as required.

To subsidise, within budgetary constraints, expenses incurred by Employees undertaking approved studies.

12. INDUSTRIAL RELATIONS

12.1 Industrial Peace

The Company shall follow a positive approach of consultation and negotiation to ensure the maintenance of industrial peace for the mutual benefit of the Company and Employees.

12.2 Rights of Employees

The Company recognises the rights of Employees as follows:-

- The right to associate or disassociate and to organise.
- The right to be informed about decisions and developments which could affect them as members of the organisation.
- The right to protection from victimisation, injury or health hazard or from the denial of any rights provided by law and/or the Company policy.
- The right to communicate their feelings and aspirations freely to Management.
- The right to bargain collectively.
- The right to job related training.
- The right to withhold labour (to strike), should accepted and legal negotiating and dispute settlement procedures fail, provided that such action does not in any way jeopardise the safety of any ship, personnel or property.
- The right to access ship-to-shore communications. The cost thereof will be at a reasonable amount.

12.3 RIGHTS OF MANAGEMENT

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26. COMPASSIONATE LEAVE/RELEASE

An officer shall be granted compassionate leave/release in accordance with the Compassionate Leave Scheme for Officers as outlined in Appendix V to this Agreement.

PART VI MEDICAL/DENTAL BENEFIT AND INSURANCE

27. MEDICAL BENEFITS AND SICK LEAVE

- (1) During his or her employment, an officer shall be entitled to medical consultation and treatment, including hospitalisation, at the expense of the Company. The Company shall bear the expense of medical care and maintenance until the sick or injured officer has been cured or until the sickness or incapacity has been declared to be of a permanent character.
- (2) Sick leave shall only be granted on the recommendation of the Company doctor. In cases of emergency, the Company shall accept a sick leave certificate from a registered medical practitioner other than the Company doctor, provided that the sick leave certificate is presented to the Company doctor for endorsement as soon as practicable and provided also that the case is referred as soon as practicable to the Company doctor.
- (3) The Company shall not bear -
 - (a) the cost of dental or optical appliances except for loss or damage incurred in the course of duty;
 - (b) any expenses in respect of pregnancy, confinement or miscarriage;
 - (c) any expenses arising out of any illness or disease caused by misconduct; or
 - (d) any expenses incurred in respect of illness or disablement arising from the misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except

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when endeavouring to save human life, and the performance of any unlawful act.

- (4) The benefits under this clause may be denied to an officer who refuses to make full disclosure of any information concerning his or her disability, or refuses to authorise the Company doctor to disclose any information concerning his or her disability.
- (5) An officer who suffers a personal injury or contracts an occupational disease arising out of his employment is entitled to paid medical leave as follows:
 - (a) Full pay up to 14 days for outpatient medical leave;
 - (b) Full pay up to 60 days for hospitalisation leave and thereafter, 2/3 pay up to a maximum of one year from the date of the accident;
 - (c) The Company shall be liable for compensation if the officer was diagnosed with the disease within one year from his last exposure to the disease-causing agent at the workplace; and
 - (d) The Company shall bear any expenses in respect of an illness or accident arising out of and in the course of employment which constitutes a valid claim under the terms of the Work Injury Compensation Act, in accordance with the said Act.
- (6) For any single or related injury, disablement or illness which does not fall under the ambit of sub-clause (5) above, an officer shall be entitled to sick leave on full basic salary for a period not exceeding one hundred and thirty (130) days.

28. MATERNITY

- (1) In the event that a female officer becomes pregnant during the period of her employment:
 - (a) the officer shall advise the Master as soon as the pregnancy is confirmed;

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- (b) the Company shall repatriate the officer as soon as reasonably possible but in no case later than the 26th week of pregnancy; and
 - (c) such an officer shall be paid two months basic salary on termination of her employment.
- (2) Notwithstanding the above, the provisions in the Child Development Co-Savings Act shall apply if the officer is eligible to those provisions.

29. COMPENSATION FOR INJURY OR DEATH

- (1) The Company shall pay compensation to an officer for any injury or death arising from an accident while in the employment of the Company, and for this purpose shall affect a 24-hour insurance coverage in accordance with Appendix IV to this Agreement.
- (2) Compensation shall be paid as stipulated in sub-clause (1) of this clause for all injuries howsoever caused, regardless of whether or not an officer comes within the scope of the Work Injury Compensation Act and includes accidents arising or not arising out of the course of his or her employment and accidents arising outside the working hours of the injured or dead officer. Such compensation shall be extended for injuries or death arising from other occupational hazards such as war risk, strikes, riot, civil commotion, piracy, kidnap, abduction, terrorism and disappearance.
- (3) An officer who is outside the scope of the Work Injury Compensation Act shall be entitled to claim for compensation equivalent to that payable under the Work Injury Compensation Act as if he or she is covered by the scope under the Work Injury Compensation Act.
- (4) An officer who receives compensation under the Work Injury Compensation Act shall be entitled to receive only the

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difference between the amount paid to him under the Work Injury Compensation Act and the amount payable under Appendix IV, if the latter amount is higher than the compensation assessed by the Work Injury Compensation Department.

- (5) An officer who suffers temporary incapacity shall be entitled to medical benefits including paid sick leave as stipulated in clause 27 of this Agreement.
- (6) If an officer dies during service onboard through any case including death from natural causes or death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the company shall pay the maximum compensation for the affected officer as shown in Appendix IV to this agreement.
- (7) In the event of permanent disability to continue shipboard employment arising from natural causes including sickness or disease in the course of an officer's employment but excluding permanent disability from accidents, the affected officer shall be compensated with 20% of the amount stipulated in Appendix IV to this Agreement.

PART VII MISCELLANEOUS ITEMS

30. UNIFORMS AND PROTECTIVE CLOTHING

- (1) If an officer is required to wear uniform, he shall be provided with uniform.
- (2) An officer who is required to work in cold weather conditions shall be provided with suitable clothing on loan by the Company.
- (3) Overalls, safety apparel and safety-working gear shall be provided on loan by the Company for the use of all the officers.

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- (g) A short break of less than 30 minutes will not be considered a period of rest.

PART III TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

13. NOTICE OF RESIGNATION OR TERMINATION OF CONTRACT

In cases, other than cases of dismissal for serious misconduct, where an officer wishes to resign or the Company wishes to terminate the contract period of service of an officer for just cause, one month's notice in writing of such resignation or termination or payment of one month's basic salary in lieu thereof shall be obligatory for both the officer and the Company.

14. COMPENSATION FOR LOSS OF EMPLOYMENT

- (1) Where an officer's employment is terminated due to the sale of a ship or change of the registry or flag or management, he or she shall be compensated with two months' basic salary for such loss of employment provided similar continuous employment in the same position in the Company is not available. An officer so terminated shall also be entitled to termination notice in accordance with clause 13 of this Agreement.
- (2) Where a ship is wrecked or lost and an officer's employment is terminated due to such wreckage or loss, he or she shall be compensated with two months basic salary for such loss of employment, provided similar continuous employment in the same position in the Company is not available.
- (3) Compensation under sub-clauses (1) and (2) shall not be applicable to an officer who has served the agreed contract period, or when alternative employment is provided for such an officer to continue his contract onboard another vessel under the terms of this or other similar agreement between the Company

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and the Union.

15. COMPENSATION FOR LOSS OF PERSONAL EFFECTS

- (1) When an officer suffers loss or damage of his or her personal effects as a result of wreck, loss, stranding or abandonment of the vessel, or as a result of fire, flooding, collision or piracy or other maritime accident or peril or occurring while he or she is being transported by air or sea or land (excluding loss occasioned by an officer's fault), he or she shall be entitled to recover from the Company, a compensation up to a maximum of US\$3,000.00.
- (2) The officer concerned shall certify that any information provided regarding the lost property is true to the best of his or her knowledge.

16. REPATRIATION

- (1) In the event of an officer being discharged at a port other than his or her homeport, the Company shall bear the cost of repatriation. The Company shall also be responsible for his or her maintenance including hotel expenses while awaiting passage to return to the officer's homeport.
- (2) If an officer resigns prematurely from the vessel or is dismissed for serious offences while abroad, he or she shall bear the cost of his or her airfare to his or her homeport.

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27. REDUNDANCY COMPENSATION

- (1) In the event of redundancy arising due to sale, laying up, change of registry of a vessel or other reasons and the Company is being compelled to terminate the employment of a seaman, and if similar alternative employment in the Company is not available after exhaustion of leave, the Company shall pay to the seaman in addition to the other benefits he is entitled to under this Agreement, two months' last drawn basic salary.
- (2) The notice of termination of service to a seaman so affected shall be one month or he shall be paid one month's salary in lieu of notice.
- (3) Seamen who have served the agreed contract period shall not be entitled to redundancy compensation.

PART V LEAVE ITEMS

28. LEAVE

- (1) Annual leave entitlement for every seaman shall be six days per month.
- (2) Annual leave shall be granted on a pro-rata basis for every incomplete month of service.

PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

29. MEDICAL BENEFITS

- (1) During his employment, every seaman shall be entitled to receive medical consultation, attention and treatment including hospitalisation at the expense of the Company.

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- (2) A seaman discharged on account of illness shall be entitled to sick leave on full basic pay for a maximum period of up to 130 days.
- (3) A seaman discharged on account of injury shall be entitled to medical care and sick wages equivalent to basic pay until the injured seaman has been cured or until the incapacity has been declared to be of a permanent character.
- (4) Sick leave shall only be granted on the recommendation of the Company doctor. In cases of emergency, the Company shall accept a sick leave certificate from a registered medical practitioner other than the Company doctor provided that the sick leave certificate is presented to the Company doctor for endorsement as soon as practicable and provided also that the case is referred as soon as practicable to the Company doctor.
- (5) The Company shall not bear -
 - (a) the cost of dental or optical appliances;
 - (b) expenses arising out of any illness or disease caused by misconduct;
 - (c) expenses incurred in respect of illness or disablement arising from attempted suicide, the misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except when endeavouring to save human life, and the performance of any unlawful act; or
 - (d) expenses for blood tests for sexually transmitted diseases.
- (6) The benefits under this clause may be denied to a seaman who refuses to make full disclosure of any information concerning his disability, or refuses to authorise the Company appointed physician to disclose any information concerning his disability.
- (7) The Company shall bear charges relating to dental treatment concerning extraction, x-ray and medicines as prescribed by a registered dental practitioner.

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30. MEDICAL CARE

- (1) The Company shall provide seamen prompt access to medicines, medical equipment and facilities, and medical information for diagnosis and treatment purposes.
- (2) Each seaman has the rights to visit a qualified medical doctor or dentist without delay in ports of call; where possible.
- (3) The Company agrees medical care and health protection services are provided free during seaman's contract period.

31. COMPENSATION FOR INJURY OR DEATH

- (1) The Company shall pay compensation to a seaman for any injury or death arising from an accident while in the employment of the Company (as referred to in clause 11 of this Agreement), and for this purpose shall effect a 24-hour insurance coverage in accordance with Appendix IV to this Agreement.
- (2) The personal accident insurance policy which the Company is liable to take out under sub-clause (1) above shall cover injuries howsoever caused to a seaman and regardless of whether the seaman comes within the scope of the Work Injury Compensation Act or otherwise and includes accidents not arising out of and in the course of employment and accidents arising outside working hours.
- (3) A seaman shall not be precluded from claiming for compensation under the Work Injury Compensation Act in the event that the personal accident insurance policy taken out under sub-clause (1) does not cover his claim.
- (4) A seaman who receives compensation under the Work Injury Compensation Act shall receive only the difference between the amount paid to him under the Work Injury Compensation Act and the amount payable under Appendix IV to this Agreement, if the latter amount is higher than the compensation assessed by the Work Injury Compensation Department.

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- (5) If a seaman dies from natural causes or illness while in the employment of the Company, the Company shall pay fifty percent of the quantum payable for death as shown in Appendix IV to this Agreement to the widow/widower and/or dependants.
- (6) If a seaman leaves no widow/widower and/or dependants, the aforementioned sum shall be paid to the person or the body empowered by law or otherwise to administer the estate of the seaman.
- (7) The Company shall pay the cost of burial expenses in the case of death occurring on board or ashore during the seaman's contract period.

32. MATERNITY

- (1) In the event that a seaman becomes pregnant during the period of employment -
 - (a) She shall advise the Master as soon as the pregnancy is confirmed;
 - (b) the Company shall repatriate the seaman 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;
 - (c) The seaman shall be entitled to two months' basic salary.
- (2) The seaman 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.
- (3) Notwithstanding the above, the provisions in the Child Development Co-Savings Act shall apply if the seaman is eligible to those provisions.

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- (d) premature termination by the Company except in cases of dismissal due to misconduct, shall pay the cost of the airfare.
- (3) The airfare referred to in sub-clause (2) above shall be as follows:
 - (a) Six months' service and above - one-way airfare.
 - (b) Less than six months' service - two-way airfare.
- (4) In the case of repatriation arising from alleged misconduct, the Company has the right to withhold the seaman's earned salary plus his leave pay to cover the cost of airfare and other expenses incurred until a disciplinary inquiry is held by a recognised and relevant authority and/or in consultation with the Union. However, if the finding of the disciplinary inquiry is in favour of the seaman concerned, the Company shall refund what is due to him.

26. COMPENSATION FOR LOSS OF EMPLOYMENT AND PERSONAL EFFECTS

- (1) The Company shall pay a compensation should a seaman suffers total or partial loss of or damage to his personal effects as a result of fire, flooding, collision, sinking, pirate's attack or other maritime peril. The amount shall be up to a maximum of US\$3,000 only.
- (2) In addition, the Company shall pay to the seaman, two months' basic salary as compensation for loss of employment.
- (3) The seaman shall certify that any information provided with regard to lost property is true to the best of his knowledge.
- (4) The Company shall take measures to safeguard property left on board by sick, injured or deceased seamen and return it to them or to their next of kin.

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27. REDUNDANCY COMPENSATION

- (1) In the event of redundancy arising due to sale, laying up, change of registry of a vessel or other reasons and the Company is being compelled to terminate the employment of a seaman, and if similar alternative employment in the Company is not available after exhaustion of leave, the Company shall pay to the seaman in addition to the other benefits he is entitled to under this Agreement, two months' last drawn basic salary.
- (2) The notice of termination of service to a seaman so affected shall be one month or he shall be paid one month's salary in lieu of notice.
- (3) Seamen who have served the agreed contract period shall not be entitled to redundancy compensation.

PART V LEAVE ITEMS

28. LEAVE

- (1) Annual leave entitlement for every seaman shall be six days per month.
- (2) Annual leave shall be granted on a pro-rata basis for every incomplete month of service.


PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

29. MEDICAL BENEFITS

- (1) During his employment, every seaman shall be entitled to receive medical consultation, attention and treatment including hospitalisation at the expense of the Company.

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	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 11 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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The cost of repatriation of the crewmember and that of his/her relief, is normally at the expense of the crew member.

6.4 SHORE LEAVE

The **Master** is at liberty to authorise the granting of **Shore Leave** to Employees, whilst at all times ensuring that sufficient crewmembers are on board to deal effectively with emergencies.

At the sole discretion of the **Master**, shore leave may be granted but crew requesting actual working time off will be required to take leave. Any time off in port, will be deducted from accumulated leave. Accordingly crewmembers are required to sign a Shore Leave form.

Shore Leave will be deducted as follows:-

- a. Four hours working time off taken in port will be deducted at a rate of half a day.
- b. Working time off taken in port up to eight hours, will be deducted from accumulated leave at a rate of one day.

6.5 SICK LEAVE

Sick Leave for both Officers and Ratings is governed by their contracts of employment or the relevant Collective Bargaining Agreement (whichever is applicable).


7. SERIOUS INJURY, ILLNESS OR DEATH ON DUTY

7.1 COVER

All sea staff employed on Grindrod Shipping owned or managed vessels are covered by Protection and Indemnity (P&I) insurance in the event of serious injury, illness or death whilst signed on **Articles of Agreement**.

All South African resident Officers and Ratings, whilst signed on **Articles of Agreement**, are entitled to the benefits provided by the South African Compensation for Occupational Injuries and Diseases (COID) Act No 130 of 1993. Under this Act, qualifying employees are covered for any injuries sustained whilst on board the vessel (in the "workplace").

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	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 12 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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7.2 PAYMENT OF MEDICAL EXPENSES

All expenses in respect of relevant medical treatment will be paid by **Grindrod Ship Management Crewing Department**, and will be offset against payments from the appropriate Insurance source (P&I, COID etc.).

Grindrod Ship Management shall pay the injured Employee, basic salary for any periods off work resulting from an injury on duty up to a maximum of 26 weeks (depending on the seafarer's contract of employment), provided the accident was reported timeously. Any additional disability benefits (and exclusions) may vary from time to time subject to affordability and availability.

7.3 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COID)

When a South African resident employee is injured on duty, the **COID: Employee's Report Form** is to be completed by the **Master and submitted to Grindrod Ship Management Crewing Department**. The information supplied on this form is sufficient to enable **the completion of any other** Insurance Claim Forms as required.

8. TERMINATION OF EMPLOYMENT

8.1 Contracts of Employment signed between Grindrod Ship Management and Contract Staff will contain the necessary clauses relating to Termination of Employment. These should be consulted for guidance in respect of Contract Staff Terminations. Where any doubt exists, the **Master** should contact the **Crewing Manager** for guidance. The following conditions are generally applicable:

8.2 NOTICE PERIOD

a. OFFICERS

Thirty (30) days' notice in writing.

Fourteen (14) days' notice in writing during the first six (6) months service.

b. PETTY OFFICERS & RATINGS

Forty-eight (48) hours' notice in writing.

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26. COMPASSIONATE LEAVE/RELEASE

An officer shall be granted compassionate leave/release in accordance with the Compassionate Leave Scheme for Officers as outlined in Appendix V to this Agreement.

PART VI MEDICAL/DENTAL BENEFIT AND INSURANCE

27. MEDICAL BENEFITS AND SICK LEAVE

- (1) During his or her employment, an officer shall be entitled to medical consultation and treatment, including hospitalisation, at the expense of the Company. The Company shall bear the expense of medical care and maintenance until the sick or injured officer has been cured or until the sickness or incapacity has been declared to be of a permanent character.
- (2) Sick leave shall only be granted on the recommendation of the Company doctor. In cases of emergency, the Company shall accept a sick leave certificate from a registered medical practitioner other than the Company doctor, provided that the sick leave certificate is presented to the Company doctor for endorsement as soon as practicable and provided also that the case is referred as soon as practicable to the Company doctor.
- (3) The Company shall not bear -
 - (a) the cost of dental or optical appliances except for loss or damage incurred in the course of duty;
 - (b) any expenses in respect of pregnancy, confinement or miscarriage;
 - (c) any expenses arising out of any illness or disease caused by misconduct; or
 - (d) any expenses incurred in respect of illness or disablement arising from the misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except

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when endeavouring to save human life, and the performance of any unlawful act.

- (4) The benefits under this clause may be denied to an officer who refuses to make full disclosure of any information concerning his or her disability, or refuses to authorise the Company doctor to disclose any information concerning his or her disability.
- (5) An officer who suffers a personal injury or contracts an occupational disease arising out of his employment is entitled to paid medical leave as follows:
 - (a) Full pay up to 14 days for outpatient medical leave;
 - (b) Full pay up to 60 days for hospitalisation leave and thereafter, 2/3 pay up to a maximum of one year from the date of the accident;
 - (c) The Company shall be liable for compensation if the officer was diagnosed with the disease within one year from his last exposure to the disease-causing agent at the workplace; and
 - (d) The Company shall bear any expenses in respect of an illness or accident arising out of and in the course of employment which constitutes a valid claim under the terms of the Work Injury Compensation Act, in accordance with the said Act.
- (6) For any single or related injury, disablement or illness which does not fall under the ambit of sub-clause (5) above, an officer shall be entitled to sick leave on full basic salary for a period not exceeding one hundred and thirty (130) days.

28. MATERNITY

- (1) In the event that a female officer becomes pregnant during the period of her employment:
 - (a) the officer shall advise the Master as soon as the pregnancy is confirmed;

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- (b) the Company shall repatriate the officer as soon as reasonably possible but in no case later than the 26th week of pregnancy; and
 - (c) such an officer shall be paid two months basic salary on termination of her employment.
- (2) Notwithstanding the above, the provisions in the Child Development Co-Savings Act shall apply if the officer is eligible to those provisions.

29. COMPENSATION FOR INJURY OR DEATH

- (1) The Company shall pay compensation to an officer for any injury or death arising from an accident while in the employment of the Company, and for this purpose shall affect a 24-hour insurance coverage in accordance with Appendix IV to this Agreement.
- (2) Compensation shall be paid as stipulated in sub-clause (1) of this clause for all injuries howsoever caused, regardless of whether or not an officer comes within the scope of the Work Injury Compensation Act and includes accidents arising or not arising out of the course of his or her employment and accidents arising outside the working hours of the injured or dead officer. Such compensation shall be extended for injuries or death arising from other occupational hazards such as war risk, strikes, riot, civil commotion, piracy, kidnap, abduction, terrorism and disappearance.
- (3) An officer who is outside the scope of the Work Injury Compensation Act shall be entitled to claim for compensation equivalent to that payable under the Work Injury Compensation Act as if he or she is covered by the scope under the Work Injury Compensation Act.
- (4) An officer who receives compensation under the Work Injury Compensation Act shall be entitled to receive only the

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difference between the amount paid to him under the Work Injury Compensation Act and the amount payable under Appendix IV, if the latter amount is higher than the compensation assessed by the Work Injury Compensation Department.

- (5) An officer who suffers temporary incapacity shall be entitled to medical benefits including paid sick leave as stipulated in clause 27 of this Agreement.
- (6) If an officer dies during service onboard through any case including death from natural causes or death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the company shall pay the maximum compensation for the affected officer as shown in Appendix IV to this agreement.
- (7) In the event of permanent disability to continue shipboard employment arising from natural causes including sickness or disease in the course of an officer's employment but excluding permanent disability from accidents, the affected officer shall be compensated with 20% of the amount stipulated in Appendix IV to this Agreement.

PART VII MISCELLANEOUS ITEMS

30. UNIFORMS AND PROTECTIVE CLOTHING

- (1) If an officer is required to wear uniform, he shall be provided with uniform.
- (2) An officer who is required to work in cold weather conditions shall be provided with suitable clothing on loan by the Company.
- (3) Overalls, safety apparel and safety-working gear shall be provided on loan by the Company for the use of all the officers.

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27. REDUNDANCY COMPENSATION

- (1) In the event of redundancy arising due to sale, laying up, change of registry of a vessel or other reasons and the Company is being compelled to terminate the employment of a seaman, and if similar alternative employment in the Company is not available after exhaustion of leave, the Company shall pay to the seaman in addition to the other benefits he is entitled to under this Agreement, two months' last drawn basic salary.
- (2) The notice of termination of service to a seaman so affected shall be one month or he shall be paid one month's salary in lieu of notice.
- (3) Seamen who have served the agreed contract period shall not be entitled to redundancy compensation.

PART V LEAVE ITEMS

28. LEAVE

- (1) Annual leave entitlement for every seaman shall be six days per month.
- (2) Annual leave shall be granted on a pro-rata basis for every incomplete month of service.

PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

29. MEDICAL BENEFITS

- (1) During his employment, every seaman shall be entitled to receive medical consultation, attention and treatment including hospitalisation at the expense of the Company.

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- (2) A seaman discharged on account of illness shall be entitled to sick leave on full basic pay for a maximum period of up to 130 days.
- (3) A seaman discharged on account of injury shall be entitled to medical care and sick wages equivalent to basic pay until the injured seaman has been cured or until the incapacity has been declared to be of a permanent character.
- (4) Sick leave shall only be granted on the recommendation of the Company doctor. In cases of emergency, the Company shall accept a sick leave certificate from a registered medical practitioner other than the Company doctor provided that the sick leave certificate is presented to the Company doctor for endorsement as soon as practicable and provided also that the case is referred as soon as practicable to the Company doctor.
- (5) The Company shall not bear -
 - (a) the cost of dental or optical appliances;
 - (b) expenses arising out of any illness or disease caused by misconduct;
 - (c) expenses incurred in respect of illness or disablement arising from attempted suicide, the misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except when endeavouring to save human life, and the performance of any unlawful act; or
 - (d) expenses for blood tests for sexually transmitted diseases.
- (6) The benefits under this clause may be denied to a seaman who refuses to make full disclosure of any information concerning his disability, or refuses to authorise the Company appointed physician to disclose any information concerning his disability.
- (7) The Company shall bear charges relating to dental treatment concerning extraction, x-ray and medicines as prescribed by a registered dental practitioner.

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30. MEDICAL CARE

- (1) The Company shall provide seamen prompt access to medicines, medical equipment and facilities, and medical information for diagnosis and treatment purposes.
- (2) Each seaman has the rights to visit a qualified medical doctor or dentist without delay in ports of call; where possible.
- (3) The Company agrees medical care and health protection services are provided free during seaman's contract period.

31. COMPENSATION FOR INJURY OR DEATH

- (1) The Company shall pay compensation to a seaman for any injury or death arising from an accident while in the employment of the Company (as referred to in clause 11 of this Agreement), and for this purpose shall effect a 24-hour insurance coverage in accordance with Appendix IV to this Agreement.
- (2) The personal accident insurance policy which the Company is liable to take out under sub-clause (1) above shall cover injuries howsoever caused to a seaman and regardless of whether the seaman comes within the scope of the Work Injury Compensation Act or otherwise and includes accidents not arising out of and in the course of employment and accidents arising outside working hours.
- (3) A seaman shall not be precluded from claiming for compensation under the Work Injury Compensation Act in the event that the personal accident insurance policy taken out under sub-clause (1) does not cover his claim.
- (4) A seaman who receives compensation under the Work Injury Compensation Act shall receive only the difference between the amount paid to him under the Work Injury Compensation Act and the amount payable under Appendix IV to this Agreement, if the latter amount is higher than the compensation assessed by the Work Injury Compensation Department.

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- (5) If a seaman dies from natural causes or illness while in the employment of the Company, the Company shall pay fifty percent of the quantum payable for death as shown in Appendix IV to this Agreement to the widow/widower and/or dependants.
- (6) If a seaman leaves no widow/widower and/or dependants, the aforementioned sum shall be paid to the person or the body empowered by law or otherwise to administer the estate of the seaman.
- (7) The Company shall pay the cost of burial expenses in the case of death occurring on board or ashore during the seaman's contract period.

32. MATERNITY

- (1) In the event that a seaman becomes pregnant during the period of employment -
 - (a) She shall advise the Master as soon as the pregnancy is confirmed;
 - (b) the Company shall repatriate the seaman 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;
 - (c) The seaman shall be entitled to two months' basic salary.
- (2) The seaman 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.
- (3) Notwithstanding the above, the provisions in the Child Development Co-Savings Act shall apply if the seaman is eligible to those provisions.

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	<p>QUALITY AND SAFETY MANAGEMENT SYSTEM</p> <p>3.0 CONDITIONS OF EMPLOYMENT</p> <p>PERSONNEL MANUAL</p>	<p>Sect: 3. Page: 11 of 23 Date: 08/Aug/2016 Rev No: 6.1 Appr By: BMM</p>
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The cost of repatriation of the crewmember and that of his/her relief, is normally at the expense of the crew member.

6.4 SHORE LEAVE

The **Master** is at liberty to authorise the granting of **Shore Leave** to Employees, whilst at all times ensuring that sufficient crewmembers are on board to deal effectively with emergencies.

At the sole discretion of the **Master**, shore leave may be granted but crew requesting actual working time off will be required to take leave. Any time off in port, will be deducted from accumulated leave. Accordingly crewmembers are required to sign a Shore Leave form.

Shore Leave will be deducted as follows:-

- a. Four hours working time off taken in port will be deducted at a rate of half a day.
- b. Working time off taken in port up to eight hours, will be deducted from accumulated leave at a rate of one day.

6.5 SICK LEAVE

Sick Leave for both Officers and Ratings is governed by their contracts of employment or the relevant Collective Bargaining Agreement (whichever is applicable).

7. SERIOUS INJURY, ILLNESS OR DEATH ON DUTY

7.1 COVER

All sea staff employed on Grindrod Shipping owned or managed vessels are covered by Protection and Indemnity (P&I) insurance in the event of serious injury, illness or death whilst signed on **Articles of Agreement**.

All South African resident Officers and Ratings, whilst signed on **Articles of Agreement**, are entitled to the benefits provided by the South African Compensation for Occupational Injuries and Diseases (COID) Act No 130 of 1993. Under this Act, qualifying employees are covered for any injuries sustained whilst on board the vessel (in the “workplace”).

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- (g) A short break of less than 30 minutes will not be considered a period of rest.

PART III TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

13. NOTICE OF RESIGNATION OR TERMINATION OF CONTRACT

In cases, other than cases of dismissal for serious misconduct, where an officer wishes to resign or the Company wishes to terminate the contract period of service of an officer for just cause, one month's notice in writing of such resignation or termination or payment of one month's basic salary in lieu thereof shall be obligatory for both the officer and the Company.

14. COMPENSATION FOR LOSS OF EMPLOYMENT

- (1) Where an officer's employment is terminated due to the sale of a ship or change of the registry or flag or management, he or she shall be compensated with two months' basic salary for such loss of employment provided similar continuous employment in the same position in the Company is not available. An officer so terminated shall also be entitled to termination notice in accordance with clause 13 of this Agreement.
- (2) Where a ship is wrecked or lost and an officer's employment is terminated due to such wreckage or loss, he or she shall be compensated with two months basic salary for such loss of employment, provided similar continuous employment in the same position in the Company is not available.
- (3) Compensation under sub-clauses (1) and (2) shall not be applicable to an officer who has served the agreed contract period, or when alternative employment is provided for such an officer to continue his contract onboard another vessel under the terms of this or other similar agreement between the Company

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and the Union.

15. COMPENSATION FOR LOSS OF PERSONAL EFFECTS

- (1) When an officer suffers loss or damage of his or her personal effects as a result of wreck, loss, stranding or abandonment of the vessel, or as a result of fire, flooding, collision or piracy or other maritime accident or peril or occurring while he or she is being transported by air or sea or land (excluding loss occasioned by an officer's fault), he or she shall be entitled to recover from the Company, a compensation up to a maximum of US\$3,000.00.
- (2) The officer concerned shall certify that any information provided regarding the lost property is true to the best of his or her knowledge.

16. REPATRIATION

- (1) In the event of an officer being discharged at a port other than his or her homeport, the Company shall bear the cost of repatriation. The Company shall also be responsible for his or her maintenance including hotel expenses while awaiting passage to return to the officer's homeport.
- (2) If an officer resigns prematurely from the vessel or is dismissed for serious offences while abroad, he or she shall bear the cost of his or her airfare to his or her homeport.

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- (d) premature termination by the Company except in cases of dismissal due to misconduct, shall pay the cost of the airfare.
- (3) The airfare referred to in sub-clause (2) above shall be as follows:
 - (a) Six months' service and above - one-way airfare.
 - (b) Less than six months' service - two-way airfare.
- (4) In the case of repatriation arising from alleged misconduct, the Company has the right to withhold the seaman's earned salary plus his leave pay to cover the cost of airfare and other expenses incurred until a disciplinary inquiry is held by a recognised and relevant authority and/or in consultation with the Union. However, if the finding of the disciplinary inquiry is in favour of the seaman concerned, the Company shall refund what is due to him.

26. COMPENSATION FOR LOSS OF EMPLOYMENT AND PERSONAL EFFECTS

- (1) The Company shall pay a compensation should a seaman suffers total or partial loss of or damage to his personal effects as a result of fire, flooding, collision, sinking, pirate's attack or other maritime peril. The amount shall be up to a maximum of US\$3,000 only.
- (2) In addition, the Company shall pay to the seaman, two months' basic salary as compensation for loss of employment.
- (3) The seaman shall certify that any information provided with regard to lost property is true to the best of his knowledge.
- (4) The Company shall take measures to safeguard property left on board by sick, injured or deceased seamen and return it to them or to their next of kin.

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27. REDUNDANCY COMPENSATION

- (1) In the event of redundancy arising due to sale, laying up, change of registry of a vessel or other reasons and the Company is being compelled to terminate the employment of a seaman, and if similar alternative employment in the Company is not available after exhaustion of leave, the Company shall pay to the seaman in addition to the other benefits he is entitled to under this Agreement, two months' last drawn basic salary.
- (2) The notice of termination of service to a seaman so affected shall be one month or he shall be paid one month's salary in lieu of notice.
- (3) Seamen who have served the agreed contract period shall not be entitled to redundancy compensation.

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- (1) Annual leave entitlement for every seaman shall be six days per month.
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PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

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