ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024

EFFECTIVE FROM:	1	JANUARY	2024
UNTIL: 31		DECEMBER	2025

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act made this _____ day of _____ 2024 between the SINGAPORE MARITIME OFFICERS' UNION of 75 Jellicoe Road, #02-01 Wavelink Building, Singapore 208738 (hereinafter called the "Union") being a trade union of employees registered pursuant to the Trade Unions Act of the one part and the ISLAND VIEW SHIPPING SERVICES of 1 Temasek Avenue, #10-02, Millenia Tower, Singapore 039192 (hereinafter called the "Company") of the other part.

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:

PART I GENERAL PROVISIONS

1. TITLE

This Agreement shall be known as the "ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024".

2. SCOPE

- (1) This Agreement shall cover all categories of officers, as set out in Appendix I to this Agreement, who are engaged in accordance with the prevailing Singapore legislation governing maritime employment for work on such ships owned or managed by the Company as are listed in Appendix II to this Agreement.
- (2) The Company shall inform the Union of any changes or amendments to Appendix II. Full details of the changes shall be submitted to the Industrial Arbitration Court for such changes to form part of this Agreement. To facilitate the making of a joint letter, a copy each of the following documents shall be submitted to the Union:

(ASCA)

Page 1 of 39

- (a) copy of ships' register to add ship/s;
- (b) copy of amended ships' register for changes in ship/s particulars; or
- (c) copy of deregistration or bill of sale certificate for deletion of ship/s; or
- (d) in cases of change of management of ship/s, a copy of letter confirming such change.

3. DURATION

- This Agreement shall come into effect on 1 January 2024 and shall remain in force until 31 December 2025.
- (2) During the currency of this Agreement, neither party shall vary, modify or annul any of its terms save as is provided herein or in accordance with the provisions of the Industrial Relations Act.
- (3) Negotiations for a new collective agreement may commence not earlier than six months before the expiry of this Agreement.
- (4) If a new Agreement does not take effect immediately upon the expiry of this Agreement from whatsoever cause, the Company will undertake to accept and discuss representations from the Union as if this Agreement is in force by virtue of its relevant provisions continuing to form part of all the officers' individual contracts of service pending the new Agreement taking effect.
- (5) For the entire period of officers' employment under this Agreement, the Company shall have measures in place so that seafarers stay protected against discrimination and/or harassment on the basis of gender, religion, race, colour, nationality, political opinion, social origin and sexual orientation compliant with the principles of the ILO Convention on Violence and Harassment, 2019 (No.190).

(ASCA)

Page 2 of 39

4. RECOGNITION

The Company recognises the Union as the sole collective negotiating body relating to the rates of wages and other conditions of service of the officers coming within the scope of this Agreement.

5. TRAINING OF CADETS AND ASSISTANT ENGINEERS

The Company agrees to consider providing training facilities to Singaporean deck cadets and/or assistant engineers onboard each of the Singapore flag vessels covered under this Agreement, when such deck cadets and/or assistant engineers are available.

6. NON-SEAFARERS WORK

- (1) Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual Seafarers volunteer to carry out such duties; and those Seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlashing, checking and receiving.
- (2) Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any Officer who respects such dockworkers' trade dispute and any such lawful act by the Officer shall not be

(ASCA)

Page 3 of 39

treated as any breach of the Officer's contract of employment, provided that this act is lawful within the country it is taken.

7. GRIEVANCE AND ON-BOARD COMPLAINT PROCEDURES

- (1) Both the Union and the Company endorse the necessity to establish and maintain good and harmonious industrial relations.
- (2) The Union and the Company agree to make every possible effort to resolve any grievances or complaints from officers at the lowest level in accordance with the "On-Board Complaint Procedures".
- (3) Every officer serving onboard shall be given a copy of the "On-Board Complaint Procedures".
- (4) A complainant officer or the complainant's representative may lodge complaints relating to any matter that is alleged to constitute a breach of the requirements of the Maritime Labour Convention (MLC) Regulations 5.1.5 and the national legislation by completing the On-Board Complaint Form shown in Appendix VI.
- (5) The following are the "On-Board Complaint Procedures" for Singapore registered ships:
 - (a) Complaints should be addressed to the head of department of the officer lodging the complaint or to the officer's superior officer.
 - (b) The head of department or officer's superior officer should attempt to resolve the complaint as soon as practicable taking into account the seriousness of the issues involved or within 3 days.
 - (c) If the head of department or the officer's superior officer cannot resolve the complaint to the satisfaction of the officer, the officer may refer it to the Master, who should handle the case personally.
 - (d) All complaints and decision outcomes should be recorded and a copy of it provided to the officer concerned.

(ASCA)

Page 4 of 39

- (e) If the complaint cannot be resolved on board, the matter should be referred ashore to the Company, who should resolve the issue as soon as practicable, where appropriate, in consultation with the officer concerned, or the Union, or any person the officer may appoint as his or her representative.
- (f) Officers may opt to file their complaints directly with -
 - (i) the Master or the Company, or
 - (ii) Singapore Maritime Officers' Union, of 75 Jellicoe Road, #02-01 Wavelink Building, Singapore 208738, Tel. 63960123, Email smouir@smou.org.sg
 Or

Maritime and Port Authority of Singapore's Seafarers Policy, Development and Welfare Department (SPDW), of 460 Alexandra Road, mTower #19-00, Singapore 119963, Tel. +65 1800 272 7777, Email mmo_mpa@mpa.gov.sg

- (6) Officers have the right to be accompanied or represented by another officer of their choice on board the ship concerned during the complaints procedure.
- (7) The Company shall put in place measures to safeguard against possible victimisation for filing a complaint. The term "victimisation" covers any adverse action taken by any person towards an officer for lodging a complaint which has grounds for concern.

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.

(ASCA)

Page 5 of 39

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

- (1) An officer's employment shall commence from the day he or she leaves his or her final agreed repatriation destination, which can be either a place of original engagement or home, 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 final agreed repatriation destination, whichever is the later. The final agreed repatriation destination shall be spelt out clearly in the officer's Seafarer's Employment Agreement.
- (2) An officer who is subject to a quarantine under any period pursuant to any countries' regulations or company's requirement due to any assignment to a vessel:
 - (a) shall be entitled to the medical consultation and treatment including hospitalisation, at the expense of the Company during his / her contract period of service; and
 - (b) shall be entitled to daily basic salary during such quarantine period in overseas countries.

11. CONTRACT PERIOD OF SERVICE ONBOARD

- (1) An officer's contract period of service onboard vessel shall be as follows:
 - (a) Master, Chief Engineer,
 Chief Officer and Second Engineer

- 6 months

(b) All other officers

- 10 months

(ASCA)

age 6 of 39

- (2) The contract period can be shorter if it is mutually agreed between the Officer and the Company in his or her Seafarer's Employment Agreement.
- (3) 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.
- (4) An officer, whose service onboard is extended beyond the period shown in sub-clauses (1) and (2) above shall be entitled to an extended service allowance as shown in Clause 22 to this Agreement.

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.
- (2) Overtime work shall be performed at the direction of the Master or the Master's representative in accordance with the Company's policy. Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department, if requested by the officer a hard copy will be provided.
- (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.

(ASCA)

Page 7 of 39

- (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.
 - (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.

(ASCA)

Page 8 of 39

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 or her contract onboard another vessel under the terms of this or other similar agreement between the Company and the Union.

15. PROBATION PERIOD

- (1) A probationary period of two (2) months shall only apply during the first term of employment with the Company. Probationary periods are not applicable to officers who have completed at least one contract with the Company.
- (2) During this probationary period, the Company may by giving fifteen (15) days' notice in writing or by paying fifteen (15) days basic salary in lieu thereof, terminate this contract without assigning any reasons.
- (3) An officer who wish to be relieved during the probationary period is required to give fifteen (15) days' notice in writing to the company. The Company will endeavour to relieve the officer within

(ASCA)

Page 9 of 39

- fifteen (15) days after receipt of the notice or at a port of convenience, whichever is later.
- (4) The cost of repatriation shall be the responsibility of the party who gives notice of termination.

MISCONDUCT

- (1) The Company may terminate the employment of an officer following a serious default of the officer's employment obligations which gives rise to a lawful entitlement to dismissal, provided that the Company shall, where possible, prior to dismissal, give written notice to the officer specifying the misconduct or incompetence which has been the cause of the dismissal.
- (2) During the tenure of the officer' employment, if the Company finds out that the officer's Certificate of Competency is not authentic, the Company reserves the right to dismiss the officer immediately.
- (3) In the event of the dismissal of an officer in accordance with this Clause, the Company shall be entitled to recover from that officer's balance of wages, the costs involved with repatriating the officer together with such costs incurred by the Company as are directly attributable to the officer's proven misconduct, and shall not contravene the Merchant Shipping (Seamen's Wages and Accounts) Regulations. Such cost does not, however, include the costs of providing a replacement for the dismissed officer.
- (4) For the purpose of this Agreement, refusal by any officer to obey an order to sail the vessel shall not amount to a breach of the officer's employment obligations where:
 - (a) The vessel is unseaworthy or substandard in relation to the applicable provisions of the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention of Loadlines (LL) 1966, the Standards of Training Certification and Watchkeeping Convention (STCW) 1995 as amended, the International Convention for the Prevention of Pollution from

(ASCA)

Page 10 of 39

Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Vessels as supplemented by the Protocol of 1996 and remains for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a vessel shall be regarded as substandard if it is not in possession of the certificates required under both applicable national laws and regulations or international instruments.

- (b) For any reason it would be unlawful for the vessel to sail.
- (c) The officer has a genuine grievance against the Company in relation to the implementation of this Agreement and has complied in full with the terms of the Company's grievance procedure, or
- (d) The officer refuses to sail into a warlike operations area.

17. 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\$3,500.00, which includes cash up to US\$350.00.
- (2) The officer concerned shall certify that any information provided regarding the lost property is true to the best of his or her knowledge.
- (3) The Company shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin.

(ASCA)

Page 11 of 39

18. REPATRIATION / EMBARKATION

- (1) Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for the comfort of the officer.
- (2) During repatriation for normal reasons, the Company shall be liable for the following costs until the officer reaches his or her final agreed repatriation in accordance with Clause 10 of this Agreement:
 - (a) Payment of basic wages.
 - (b) Airfare.
 - (c) The cost of accommodation and food.
 - (d) Reasonable personal travel and subsistence cost during the travel period.
 - (e) Transport of the seafarer's personal effects up to the amount agreed with the Company.
- (3) 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.
- (4) The provisions of Clause 18(2) shall also apply to officers travelling to join the vessel.
- (5) Any officer who has completed his or her probation period requesting to be repatriated from a convenient port prior to the completion of his or her contract period shall pay the cost of the airfare, other than for any of the following reasons:
 - (a) Medical reasons;
 - (b) Any emergency affecting his/her immediate family in accordance with Appendix V;
 - (c) Completion of contract; or
 - (d) Premature termination by the Company except in cases of dismissal due to misconduct.
- (6) The airfare referred to in sub-clause (5) above shall be as follow:

(ASCA)

Page 12 of 39

Completion of at least 50% of the contract	One – way airfare
period of the Officer's Seafarer	
Employment Agreement	
Completion of less than 50% of the	Two – way airfare
contract period of the Officer's Seafarer	
Employment Agreement	

PART IV SALARY AND OTHER MONETARY ITEMS

SALARY

- (1) The minimum monthly salaries and overtime compensation for an officer shall be in accordance with the scales shown in Appendix I to this Agreement which shall be computed by the number of actual days of the month.
- (2) The wage scale listed in Appendix I shall be deemed as a minimum requirement. Where a higher entitlement than the amount listed in the wage scale may be agreed with the officers, such high entitlement shall be guaranteed and may not be decreased for the duration of the employment contract.
- (3) Any officer, who has a Certificate of Competency but without rank experience may be employed as Junior Navigating Officer or Junior Engineering Officer for a contract of no more than 4 months.
- (4) In the event that the Junior Navigating Officer or Junior Engineering Officer replaces Third Officer or Fourth Engineer during his or her contract as stated in Clause 19(3), he or she shall receive the scale applicable to that rank.
- (5) Any wages not drawn by the officer shall accumulate for their account and may be drawn as a cash advance twice monthly. For the purpose of this provision, seafarer cash cards and e-wallets may be considered equivalent to cash, subject to the seafarer's explicit consent and the availability of customer support.

(ASCA)

Page 13 of 39

(6) Company agrees to revise the wage scale shown in Appendix I to meet future benchmarks when applicable. Any revision to the wage scale shall be set out in a joint letter and submitted to the Industrial Arbitration Court, for such changes to form part of this Agreement.

20. SENIORITY

An officer who has served 12 months' or more sea service in the rank with the Company shall be entitled to seniority allowance as shown in Appendix I to this Agreement.

21. STANDBY

- (1) An officer may be placed on standby for a period of up to two weeks on half basic salary pending assignment to a vessel.
- (2) The Company reserves the right to summarily dismiss, after due warning, an officer on standby in the event of his or her refusing to accept an assignment. In this case, any standby wages paid to the officer shall be refunded to the Company.

22. EXTENDED SERVICE ALLOWANCE

- (1) An officer whose service is extended beyond the contract period of service onboard stipulated in Clause 11 of this Agreement shall be entitled to an extended service allowance of 10% of his last drawn basic salary, which shall be prorated for an incomplete month.
- (2) Where an officer requests and is allowed by the Company to continue to serve onboard after the completion of the specified period of service onboard, he shall not be entitled to the extended service allowance.

(ASCA)

Page 14 of 39

23. OVERSEAS TRAVEL

Where an officer travels overseas on Company business the Company shall pay -

- (a) all hotel charges (including meals) and valid transportation expenses incurred by the officer;
- (b) Any required expenses incurred due to countries' travel requirement and restrictions; and
- (c) in the case of travel by air, charges for luggage up to 30 kg.

24. SHORT MANNING

- (1) A vessel shall be competently and adequately manned so as to ensure its safe operation and in no case manned at a lower level than that provided for in Appendix III to this Agreement.
- (2) In the event of shortage of officers arising, the Company shall divide all monies (by way of basic salaries) which the Company may save by reason of such shortage equally among the officers of the department concerned.
- (3) No shorthand money shall be paid in cases where the vessel is laid up in dry dock or at a yard for repairs or in ports where full manning is not required.

25. ALLOTMENT OF SALARY

The Company agrees to the allotment of a fixed amount of an officer's salary to be remitted to his or her family provided the officer makes a written application to the Company.

26. SERVICE IN WARLIKE OPERATIONS AREAS / HIGH RISK AREAS

(1) An officer shall be given full information of the Warlike Operations
Areas or High Risk Areas in the vessel's trading pattern and such
officer shall have the right not to proceed to a Warlike Operations
Area or High Risk Area in which event he or she shall be

(ASCA)

Page 15 of 39

- repatriated to his or her country of residence at the Company's expense.
- (2) An officer serving in a Warlike Operations Area shall be paid a monthly wage supplement that is equal to 100 percent of his or her basic salary for the duration of the ship's stay in a Warlike Operations Area. The supplementary salary shall be computed from the day the ship enters to the day it leaves the Warlike Operations Area, with a minimum of five days supplementary salary, but no day shall be paid more than once, i.e. should the vessel call again at one of the ports in respect of which the five days' minimum supplementary salary has been paid not more than five days earlier.
- (3) A warlike operations area shall be as designated by the ITF.
- (4) In addition to the Warlike Operations Areas, the High Risk Areas defined and designated by ITF on a case-by-case basis shall be used for officers' benefits and entitlements, as well as the Company's and Officer's obligations. In the event of any such designated High Risk Areas coming within the vessel's trading pattern, the provisions of sub-clause (1) shall apply. The full details of any areas so designated will be made available to the officers serving on board the vessel.
- (5) An officer serving in a Warlike Operations Area or High Risk Area shall be entitled to compensation for injury or death arising from an accident or war like operation as shown in Appendix IV to this Agreement and, for this purpose the Company shall effect an accident and war risk insurance cover for the officers as shown in Appendix IV to this Agreement.
- (6) Notwithstanding Clause 11 and Clause 13 of this Agreement, where an officer is held captive on or off the ship or otherwise prevented from sailing as a result of an act of piracy or hijacking or armed robbery against the ship, the officer's employment status

(ASCA)

Page 16 of 39

including the payment of full wages and other contractual entitlements under this Agreement, shall continue until -

- the date on which the officer's release and thereafter until the officer is safely repatriated to his/her home or place of engagement; or
- (b) the date of the officer's death, if the officer dies while in the event of captivity.

27. CENTRAL PROVIDENT FUND AND SEAFARERS' PROVIDENT FUND

- (1) The Company shall comply with the Central Provident Fund (CPF) Act, if applicable.
- (2) The company shall contribute the sum of Seventy United States Dollars (US\$70.00) per officer per month, prorated for an incomplete month to the Seafarers' Provident Fund or any other provident or retirement fund administered by the union for every officer employed onboard under this Agreement, when such Scheme is implemented.
- (3) Prior to the implementation of such Scheme, the contribution stipulated above shall be paid directly into the officer's monthly salary.
- (4) When such Seafarers' Provident Fund or any other provident or retirement fund is implemented, the full details of the scheme shall be set out in a Joint Letter and submitted to the Industrial Arbitration Court, for such changes to form part of this Agreement.

PART V LEAVE ITEMS

28. LEAVE AND PUBLIC HOLIDAY PAY

(1) An officer shall be granted leave and public holiday pay for each month of service onboard vessel as shown in Appendix I to this Agreement.

(ASCA)

Page 17 of 39

- (2) Any officer shall, at the end of the month and/or on the termination of the contract for whatever reason, be entitled to payment of leave and public holiday pay as specified in Appendix I for each completed month of service and pro-rata for any part of a month.
- (3) The arrangement of the payment shall be mutually agreed between the company and the officer in the seafarers' employment contract.

29. 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

30. 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 -

(ASCA)

Page 18 of 39

- (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 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 or her 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 or her 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.

(ASCA)

Page 19 of 39

(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.

31. 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;
 - (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.

32. 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 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 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.

(ASCA)

Rage 20 of 39

- (3) An officer who receives compensation under the Work Injury Compensation Act or any other provision or statute shall only be entitled to receive the difference between the amount paid to him under the Work Injury Compensation Act or any other provision or statute and the amount payable under Appendix IV, if the latter amount is higher than the compensation assessed by the Ministry of Manpower or any other provision or statute. Pending a determination made by the Ministry of Manpower, the Company may provide an initial financial compensation which shall be offset from the final amount assessed by the Ministry or the amount payable under Appendix IV, whichever is higher. Nothing in this clause shall prevent an officer or his legal executors and beneficiaries from pursuing a claim under common law instead of the Work Injury Compensation Act.
- (4) An officer who suffers temporary incapacity shall be entitled to medical benefits including paid sick leave as stipulated in Clause 30 of this Agreement.
- (5) 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.
- (6) If an officer is signed off a vessel due to any medical condition arising from natural causes, which subsequently results in death, the company shall pay the maximum compensation for the affected officer as shown in Appendix IV to this agreement. The company shall not pay such compensation in the case of:
 - (a) Suicide
 - (b) Death arising out of illness or disease caused by misconduct;or
 - (c) Death arising from the misuse of drugs, excessive consumption of alcohol, participation in any hazardous

(ASCA)

Page 21 of 39

activities except when endeavouring to save human life, and the performance of any unlawful act.

(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 the amounts stipulated in Appendix IV to this Agreement.

PART VII MISCELLANEOUS ITEMS

33. 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) Personal protective equipment must be made available in sizes that suit the officers onboard, including for female officers.
- (4) Overalls, safety apparel and safety-working gear shall be provided on loan by the Company for the use of all the officers.

34. BOARD AND LODGING

An officer serving onboard a vessel shall be provided with -

- Sufficient of quality provisions and balanced diets;
- (2) Improved access to free drinking water;
- (3) One mattress and at least two pillows, two blankets, two bed sheets, two pillowcases and two towels. The bed sheets and pillowcases shall be changed at least every second week and towels every week;
- (4) Necessary cutlery, crockery and toiletries;
- (5) Laundry facilities onboard; and

(ASCA)

Page 22 of 39

(6) Recreational facilities.

35. COMMUNICATION

The Company should, so far as is reasonably practicable, provide officers on board ships with internet access for the purpose of communicating with home, social networking and other needs.

SHORE LEAVE

Officers off duty shall be granted shore leave upon the vessel's arrival in port, except only when leaving the vessel is prohibited/restricted by relevant authorities of the port state or due to safety and/or operational reasons.

37. CREW LIST AND ENDORSEMENT

- (1) The Company shall provide to the Union the crew-list of officers who are employed onboard each vessel coming within the scope of this Agreement hereof in June and December and upon request.
- (2) An officer scheduled for assignment in Singapore shall be sent to the Union for updating of his or her records and endorsement prior to joining a vessel.
- (3) Where a seafarer is assigned to a vessel direct from a foreign port due to economic reasons, the Company shall assist him to apply for union membership and forward all necessary documents and union dues to the Union promptly upon the seafarer's consent.
- (4) The Union warrant that it will comply with the provisions of the General Data Protection Regulation (EU) 2016/679 and the Personal Data Protection Act (Singapore) in relation to any personal data of the Company's employees, submitted to the Unions. The Union will take all appropriate technical and organisational measures necessary against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data.

(ASCA)

Rage 23 of 39

38. TRAINING (SMTF)

The Company shall contribute as agreed in a Letter of Exchange to the Singapore Maritime Training Fund (SMTF) to promote education, training and upgrading of SMOU members serving on or planning to serve on vessels covered by SMOU collective agreement. Such contributions shall be made six monthly in advance or within two weeks from the date of invoice by the Union. The monies paid under this paragraph are not refundable.

39. SEAFARERS' MEDICAL SCHEME (SMS)

The Company shall contribute Fifteen United States Dollars (US\$15) per officer per month to the Seafarers' Medical Scheme (SMS) for the implementation of healthcare schemes and medical benefits for dependants of SMOU members serving on vessels covered by this Agreement. The contributions shall be made for actual number of rank positions agreed between the Company and the Union. Such payment shall be made in advance six monthly or within two weeks from the date of invoice by the Union. The monies paid under this paragraph are not refundable.

40. UNION FEE AND MEMBERSHIP

- (1) The Company agrees that a collective bargaining agreement union fee of such amount as stated herein and shall be payable to the Union for every officer who come within the scope of this Agreement, to cover the Union's cost of negotiating, concluding, monitoring and enforcing this Agreement and representing the officers vis-à-vis the Company.
- (2) The Union Fee shall be Thirty-Two Singapore Dollars (S\$32) per officer per month and fixed for ten officers per vessel, irrespective of the actual number of officers carried onboard. Such payment shall be made six monthly in advance or within two weeks from the

(ASCA)

Page **24** of **39**

date of invoice by the Union. The monies paid under this paragraph are not refundable.

(3) The Union agrees that in respect of every officer who is a member of the Union, the monthly union subscription payable by the officer concerned shall be deemed to have been fully set off by the union fee. In addition, the Company shall expeditiously check off from the officers' salary any arrears of union subscriptions as advised by the Union.

41. WELFARE

The Company agrees to make an annual donation to the Union for the general purposes benefiting the general membership of the Union. The donation shall be as agreed in a Letter of Exchange between the Company and the Union. Such donation shall be made six monthly in advance or within two weeks from the date of invoice by the Union. The monies paid under this paragraph are not refundable.

42. GENERAL

- (1) Transportation from shore to ship and vice versa shall be arranged and paid for by the Company.
- (2) Cost of transportation incurred by an officer on Company business shall be reimbursed by the Company.

43. BILATERAL FEE

The Company shall ensure all Bilateral Arrangements and obligations with other ITF affiliated unions are in place. Should such arrangement be absent with any of such unions, the Company shall contribute a Bilateral Arrangement Fee with the relevant ITF unions, where applicable. The amount of such contribution shall be US\$10 per officer per month.

(ASCA)

Page 25 of 39

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the date and year hereinbefore mentioned.

Signed for and on behalf of:

SINGAPORE MARITIME OFFICERS: UNION

ISLAND VIEW SHIPPING

SERVICES

GWEE GUO DUAN

Assistant General Secretary

ASHISH KAMBO

Head - Crewing

In the presence of:

TERENCETAN

Secretary

FELICIA HONG

Marine Administrator

(ASCA)

ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024

Appendix I (Clauses 2, 12, 19, 20 & 28)

ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024

Gross	7,000	4,544	3,412	3,288	1,277	3,412	6,371	4,544	3,412	3,288	1,277	3,412		
Seafarers' Provident Fund	70	70	70	70	70	70	70	70	70	70	70	70		
Officers Total Salary	6,930	4,474	3,342	3,218	1,207	3,342	6,301	4,474	3,342	3,218	1,207	3,342	0:	9
Seniority	310	200	160	154	0	160	282	200	160	154	0	160	nd of USD 52	7 70113- 6-
Leave Pay	621	401	321	309	128	321	564	401	321	309	128	321	Training Stipend of USD 520	Troining City Control
Incentive	9//	501	160	154	0	160	902	501	160	154	0	160		
Fixed Overtime	2,117	1,367	1,095	1,054	437	1,095	1,925	1,367	1,095	1,054	437	1,095		
Basic Salary	3,106	2,005	1,606	1,547	642	1,606	2,824	2,005	1,606	1,547	642	1,606		
Rank	Master	Chief Officer	Second Officer	Third Officer	Junior Navigating Officer	Radio Officer*	Chief Engineer	Second Engineer	Third Engineer	Fourth Engineer	Junior Engineering Officer	Electrical Engineer	Deck Cadet	Fraince Codo+
8	_	2	က	4	5	9	7	œ	6	10	7	12	13	7

Appendix I (Cont'd)

Remarks:

GMDSS ALLOWANCE - The Deck Officers onboard, operating under the GMDSS Regulations without a full time Radio Officer, shall be compensated for extra duties connected with GMDSS and all other radio communication duties, as follows -

Master (a)

(q)

(0)

= US\$250.00 per month Chief Officer

= US\$200.00 per month = US\$150.00 per month Second Officer

= US\$150.00 per month Third Officer (p)

Any officer, who has a Certificate of Competency but without rank experience may be employed as Junior Navigating Officer or Junior Engineering Officer. Should he or she replace the Third Officer or Fourth Engineer during his or her contract as stated in Clause 19(3), he or she shall receive the scale applicable to that rank.



Page 28 of 39

Appendix II (Clause 2)

ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024

LIST OF VESSELS

NO. NAME

IMO NO.

TYPE OF VESSEL

GRT / NRT

ENGINE POWER

NAME OF OWNER

1. IVS SWINLEY FOREST

IMO No. 9736080 Steel Bulk Carrier 34,157 / 20,042 Tons IVS Bulk 1345 Pte Ltd

Singapore

MV IVS IBIS

IMO No. 9604744 Steel Bulk Carrier 17,019/10,108 Tons (Deleted WEF 27 March 2024) IM Shipping Pte Ltd

Singapore

IVS OKUDOGO

IMO No. 9870874 Steel Bulk Carrier 35,061/20,127 Tons IVS BULK 3720 Pte Ltd

Singapore

4. IVS PRESTWICK

IMO No. 9870886 Steel Bulk Carrier 35,061/20,127 Tons IVS BULK 3708 Pte Ltd

Singapore

Page 29 of 39

(ASCA)

Appendix III (Clause 24)

ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024 MINIMUM MANNING SCALE

For vessels below 3,000 GRT

- 1. Master
- 2. Chief Officer
- Second Officer
- 4. Third Officer
- 5. Radio Officer (As per Radio Certificate)
- 6. Chief Engineer
- 7. Second Engineer
- 8. Third Engineer

For vessels 3,000 - 5,999 GRT

- 1. Master
- 2. Chief Officer
- Second Officer
- 4. Third Officer
- 5. Radio Officer (As per Radio Certificate)
- 6. Chief Engineer
- 7. Second Engineer
- 8. Third Engineer
- 9. Electrical, Fourth or Junior Engineer

Rage 30 of 39

(ASCA)

Appendix III (Cont'd)

For vessels 6,000 to 19,999 GRT

- 1. Master
- 2. Chief Officer
- Second Officer
- 4. Third Officer
- 5. Radio Officer (As per Radio Certificate)
- 6. Chief Engineer
- 7. Second Engineer
- 8. Third Engineer
- 9. Fourth Engineer
- 10. Electrical or Junior Engineer

For vessels 20,000 over GRT

- Master
- 2. Chief Officer
- 3. Second Officer
- Third Officer
- 5. Radio Officer (As per Radio Certificate)
- 6. Chief Engineer
- 7. Second Engineer
- 8. Third Engineer
- 9. Fourth Engineer
- 10. Junior Engineer
- 11. Electrical Engineer

Remarks:

When it is necessary to stand continuous conventional watches for prolonged periods, the manning scale shall be increased to maintain a three-watch system based on 8-hour working day both in the deck and engine departments.

(ASCA)

Page 31 of 39

Appendix IV (Clauses 26 & 32)

PERCENTAGE

ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024

COMPENSATION FOR INJURY OR DEATH

1. Maximum Compensation Payable:

1.1.1

1.1.2

um Compensation Payable:		
	WORLD-WIDE EXCEPT	WARLIKE
	WARLIKE OPERATIONS	OPERATIONS OR
	OR HIGH RISK AREAS	HIGH RISK AREAS
MASTERS AND CHIEF ENGINEERS	US\$255,000	US\$510,000
OTHER OFFICERS	US\$215,000	US\$430,000

2. Compensation shall be paid to an officer who sustains injuries through an accident as follows:

	OF CAPITAL
	SUM PAYABLE
2.1	DEATH
2.2	PERMANENT DISABLEMENT resulting in:-
2.2.1	Loss of two limbs
2.2.2	Loss of both hands or of all fingers and both thumbs
2.2.3	Total loss of sight of both eyes
2.2.4	Total loss of hearing and speech
2.2.5	Total paralysis
2.2.6	Complete and incurable insanity
2.2.7	Injuries resulting in being permanently bedridden 100%
2.2.8	Any other injury causing permanent disablement
2.2.9	Loss of arm at shoulder
2.2.10	Loss of arm between shoulder and elbow
2.2.11	Loss of arm between elbow and wrist
2.2.12	Loss of hand at wrist
2.2.13	Loss of leg at hip

(ASCA)

Page 32 of 39

Appendix IV (Cont'd)

2.2.14	Loss of leg between knee and hip	100%
2.2.15	Loss of leg below knee	100%
2.2.16	Loss of whole eye	100%
2.2.17	Loss of sight of eye	100%
2.2.18	Permanently unfit for future sea service	100%
2.2.19	Loss of sight of eye except perception of light	50%
2.2.20	Loss of lens of eye	50%
2.2.21	Loss of four fingers and thumb of one hand	50%
2.2.22	Loss of four fingers	40%
2.2.23	Loss of thumb - both phalanges	25%
2.2.24	Loss of thumb - one phalanx	10%
2.2.25	Loss of index fingers - three phalanges	10%
2.2.26	Loss of index fingers - two phalanges	8%
2.2.27	Loss of index fingers - one phalanx	4%
2.2.28	Loss of middle fingers - three phalanges	6%
2.2.29	Loss of middle fingers - two phalanges	4%
2.2.30	Loss of middle fingers - one phalanx	2%
2.2.31	Loss of ring fingers - three phalanges	5%
2.2.32	Loss of ring fingers - two phalanges	4%
2.2.33	Loss of ring fingers - one phalanx	2%
2.2.34	Loss of little fingers - three phalanges	4%
2.2.35	Loss of little fingers - two phalanges	3%
2.2.36	Loss of little fingers - one phalanx	2%
2.2.37	Loss of metacarpals - first or second (additional)	3%
2.2.38	Loss of metacarpals - third, fourth or fifth (additional)	2%
2.2.39	Loss of toes - all of one foot	15%
2.2.40	Loss of toes - great, both phalanges	5%
2.2.41	Loss of toes - great, one phalanx	2%
2.2.42	Loss of toes - other than great, if more than one toe lost each \ldots	1%
2.2.43	Loss of hearing - both ears	75%
2.2.44	Loss of hearing - one ear	15%
2.2.45	Loss of speech	/

(ASCA)

page 33 of 39

- 2.3 Permanent total loss of use of member shall be treated as loss of member.
- 2.4 Where the injury is not specified, the Company shall adopt a percentage of disablement, which in its opinion is not inconsistent with the scales shown in sub-paragraph 2.2.
- 2.5 The aggregate of all percentages payable in respect of any one accident shall not exceed 100%.
- Compensation for injury or death shall be extended to cover any occupational hazards such as:
 - 3.1 STRIKES, RIOT, CIVIL COMMOTION,
 - 3.2 PIRACY, KIDNAP, ABDUCTION, TERRORISM.
 - 3.3 DISAPPEARANCE.

If an officer disappears at sea or is abducted at sea, and his body is not found or he is not released within one year after his disappearance or abduction or the sinking or wrecking of the conveyance in which he was travelling and under such circumstances as would otherwise, be covered hereunder, it will be presumed that he suffered a loss of life resulting from injury caused by such disappearance, sinking, wrecking or abduction. In such circumstances, the death compensation mentioned in Paragraphs 1, 2 and 3 shall be payable provided the person or persons receiving the compensation shall sign an undertaking to refund such sum to the Company if the said officer is subsequently found to be living.

Injuries which are covered under the 1st and 2nd Schedule to the Singapore Work Injury Compensation Act (SWICA), but are not covered under this group personal accident (GPA) policy, shall be similarly covered by this GPA policy to the extent that computation of the percentage of compensation entailed in the SWICA shall be based on the maximum amount of compensation entailed in paragraph 1 of this Appendix. In case of similar injury being entailed in the SWICA and this GPA policy, the more favourable compensation shall prevail.

(ASCA)

Page 34 of 39

Appendix IV (Cont'd)

- 5. The Company shall affect a 24-hour insurance to cover officers in its employment for any injury or death arising from an accident or war risk as shown in this Appendix.
- 6. The geographical limits of the insurance cover shall be world-wide.

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Page 35 of 39

(ASCA)

Appendix V (Clause 18 & 29)

ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024

COMPASSIONATE LEAVE / RELEASE

- 1. Compassionate leave shall be granted to an officer under the following circumstances:
 - (a) Serious illness of the members of the officer's immediate family.
 - (b) Demise of the members of the officer's immediate family.
 - (c) Any natural disaster affecting the officer's immediate family.
- 2. The maximum period of paid compassionate leave shall be seven days.
- The repatriation expense of an officer granted compassionate leave shall be borne by the Company.
- 4. Definition of immediate family:
 - (a) If the officer is a bachelor, his father and mother shall constitute the members of his immediate family.
 - (b) If the officer is married, the members of his immediate family shall consist of his wife, children and his father and mother.
- 5. The Company shall make every effort to release an officer for compassionate leave and the officer shall carry on his duties as usual until his replacement takes over from him.
- 6. The Company shall grant compassionate leave subject to a replacement officer being available.
- The Company reserves the right to release an officer from further obligation to complete the contract if there is no available position.

Rape 36 of 3

(ASCA)

Appendix VI (Clause 7)

ISLAND VIEW SHIPPING MARITIME OFFICERS' AGREEMENT 2024

On-Board Complaint Form

This form is to be filled by the complainant officer or complainant's representative. If the complaint involves allegation against any other officer or 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:	Place:	
	Complainant officer's Partic	ulars
Designation:	Name and Passport No:	Date of Birth:
Co Designation:	mplainant's Representative's Parti	culars (if any) Date of Birth:
200igilation.	Name and Lassport No.	Date of Birtii.
Declaration:		·
I confirm that I have a	greed and accepted to accompany an	d/or to represent the complainant
officer, and to attend a	any meetings into the subject matter of	of the complaint.
Signature :		*

(ASCA)

Page 37 of 39

Appendix VI (Cont'd)

Briefly describ	e the	complaint	(including	date,	time	and	place	of	event	and	persons
involved or witne	esses)	:									
Declaration:											
I confirm that I ha	ave no	t been pena	lised or vic	timised	d in a	ny wa	y for fi	ling	this c	ompla	aint, and
that I have been	inform	ed that lodg	ing this co	mplain	t is w	ithou	t prejud	dice	to my	right	to seek
redress through	whatev	er legal me	ans I consi	der ap	propr	iate.					
I declare that all	the info	ormation sub	omitted by i	ne in t	his O	n-Bo	ard Co	mp	laint Fo	orm is	s correct
and does not co	ntain a	ny false inf	ormation.	l decla	are th	at I h	ave no	ot o	mitted	any	relevant
information and t	hat my	complaint i	s not unjus	tified.							
I accept that this	natter	may be refe	rred to the	Maste	r for re	esolu	tion an	d th	ne Mas	ter wi	ill inform
me of the outcom	ne.										
Signature of the o	compla	inant officer	:								
								-			
Acknowled	dged b	y Head of I	Dept, Seaf	arer's	Supe	rior	Office	r or	Shipr	naste	er

Name:

(ASCA)

Rank:

Page 38 of 39

Date of Receipt:

Appendix VI (Cont'd)

Meeting to Resolve Complaint

	oorro compiante
Date Of Meeting & Attended By	
Briefly describe the result of the meeting	
The matter has been resolved: Yes / No (If No	o, please state reason)
If No – The matter has been referred to the Co	omnany for resolution on
(date/month/year). If other, please state orga	
(and the state of	
Acknowledged by Complainant officer	Signature by Shipmaster
Name and Signature:	Name and Signature:
Date:	Date:
Acknowledged by Complainant's	
Representative (if any)	
Mana and Cinnature	
Name and Signature:	
Date:	

(ASCA)

Page 39 of 39