

**COLLECTIVE AGREEMENT FOR
FILIPINO RATINGS
1 July 2013 - 30 June 2014**

**Application
§ 1**

This agreement sets out the minimum standard terms and conditions applicable to the Filipino employees (ratings) (employed by Tideway), hereafter called: Employees, serving on board of vessel(s)/unit(s) listed in the attached Annex 1, in respect of which there is concluded an agreement between

FNV Waterbouw, CNV Vakmensen (The Unions)

and

Tideway BV (the Owner)

The agreement enters into force per 1st of July 2013 and expires on 30 June 2014 after and shall be deemed extended each time by a period of one calendar year, unless proper notice of termination has been given in accordance with article 20.

The agreement is applicable and of full force and effect whether or not the Owners have entered into individual contracts of employment with any Employee.

This agreement requires the Owner to employ the Employees on the terms and conditions of this Agreement, and to enter into individual contracts of employment with each Employee, which incorporate the terms and conditions of this Agreement.

The Owner has further agreed with the Unions to comply with all the terms and conditions of this Agreement. Employees as described in this agreement may be male or female.

§ 2

An Employee to whom this Agreement is applicable, in accordance with Article 1 above, shall be entitled to the wages and other benefits of this Agreement with effect from the date on which he is engaged or the date from which this agreement is effective as applicable, whether he has signed articles or not, until the date on which he signs off and/or the date until which, in accordance with this Agreement, the company is liable for the payment of wages, whether or not the Employment Contract is executed between him and the Owner and whether or not the ships articles are endorsed or amended to include the rates of pay in accordance with annex 2.

Duration of Employment

§ 3

Except as otherwise provided in his Employment Contract an Employee shall be engaged for 6 (six) months. However, a flexibility of one (1) month more one (1) month less as a result of operational convenience or convenience of port shall be acceptable without penalizing the Owner of the seafarer. The commencement of employment of the Employee shall be at the time of departure from Manila.

It is mutually agreed that the Employees hired and employed under this agreement shall be required to undergo a trial/probationary period of employment of one (1) month. If during this period the Employee is found unsuitable for the position he is holding, he may be disembarked and his contract terminated without any rights to additional indemnity or may be demoted in a rank at the discretion of the Owner.

Provided, however, that costs of repatriation shall be for the account of the Owner. Provided further more that any termination and/or demotion during this trial/probationary period of employment shall be considered as "just cause" and/or in lawful exercise of the Owners prerogative in the selection of the Employees.

His Employment shall be automatically terminated upon the terms of this Agreement.

Wages

§ 4

The wages of each Employee shall be calculated in accordance with this Agreement and the attached wage scale calculation (Annex 2) and the only deductions from such wages shall be proper statutory deductions as recorded in the agreement and/or deductions authorized by the Employee himself. The Employee shall be entitled to payment in local currency of his net wages after such deduction at the end of each calendar month, or any net wages not so drawn by him at any time when the vessel/unit is in port. Further, on the vessels/units arrival in port, and, thereafter, not more frequently than every seventh day in the same country, the Employee shall be entitled to draw all or part of the net wages due to him in respect of the current calendar month. For the purpose of calculation wages, a calendar month shall be regarded as having 30 days.

Allotments

§ 5

Eighty percent (80%) of Employees basic salary shall be payable to the Employees assigned allottee in Philippine Currency at the rate of exchange indicated in the credit advise of the local authorized Philippine Bank on the date of receipt of the funds. Payment shall be made not later than the 5th working day of the month where such allotment shall become due.

Hours of Duty

§ 6

A-Sea-watch system

The normal working hours at sea will be 12 hours per day Monday-Sunday inclusive for all Employees. Compensation for all hours are included in the consolidated wages and the formula used is shown in Annex 2. On arrival and departure day in port the 12 hours shift will be maintained. The normal working hours in port will be 8 hours per day.

B-Shift system

The normal working hours will be 12 hours per day Monday-Sunday inclusive for all Employees. Compensation for all hours are included in the wages and the formula used is shown in Annex 2.

Public Holidays

§ 7

Eleven (11) public holidays to count as in the Philippines, as mentioned in Annex 4 shall be regarded as off-days for the Employees covered by this agreement, at the masters discretion. All work performed on these days will be paid at the overtime rate stipulated in Annex 2.

Overtime

§ 8

Overtime over and above these normal working hours will be paid at the overtime rate stipulated in Annex 2.

Any break during the work period of less than one hour shall be counted as working time, provided these breaks are determined by the Master and/or the Supervisor.

Whenever possible, a sufficient number of employees shall be employed in performing overtime jobs in order to minimize the same and to promote safety of lives at sea. Overtime shall be recorded individually and in duplicate either by the master and/or supervisor. Such record shall be handed to the Employee for approval every fortnight or at shorter intervals.

Both copies to be signed by the master and/or supervisor as well as by the Employee after which the record is final. One copy shall be handed over to the Employee.

§ 8a

Crews shall not be required or induced to carry out cargo handling and other work traditionally or historically done by dockworkers without the prior agreement of the Dockers union concerned and provided that the individual Employees volunteer to carry out such duties, for which they shall be adequately compensated.

Compensation for such work performed during the normal working week, as specified in article 6, shall be the payment of the premium overtime rate (week-end and holiday hourly overtime rate as specified in the wages scale contained in annex 2 for each hour or part of an hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the premium overtime rate (week-end and holiday hourly overtime rate as specified in the wages scale contained in Annex 2 for each hour or part of an hour that such work is performed.

The loading and dumping of stones with a stone dumping vessel is not defined as cargo handling traditionally or historically done by dockworkers.

Watch keeping

§ 9

A-Sea-watch system

Watch keeping at sea shall be organized on a sea watch system. Watch keeping in port shall be at the discretion of the Master. The provisions of the STCW 95 Convention, as amended, will apply.

B-Shift system

Watch keeping offshore shall be organized on a two-shift basis. It shall be at the discretion of the Master which Employees are put into night shifts or day shifts. On a unit-move in excess of 24 hours the Employees will revert to sea-watch system. The provisions of the STCW 95 Convention, as amended, will apply.

Rest periods

§ 10

A-Sea-watch system

Within each period of 24 hours an Employee shall have at least 10 consecutive hours off duty, provided that the minimum number of hours of rest in any seven B day period is not less than 77. The period of 24 hours shall begin at the time an Employee starts work.

When it is not possible for an Employee to be allowed at least one period of a minimum of 10 consecutive hours off duty in any period of 24 hours, the rest period can be divided in no more than two periods of which one is of at least 6 consecutive hours duration.

B-Shift system

Within a period of 24 hours an Employee shall have at least 8 consecutive hours off duty. This period of 24 hours shall begin at the time an Employee starts work immediately after having had a period of at least 8 consecutive hours off duty.

**Manning
§ 11**

A-Sea-watch system

The vessel/unit shall be competently and adequately manned so as to ensure its safe operations and the maintenance of a sea-watch system. In no case shall it be manned at a level lower than the applicable standard laid down in the valid safe manning document approved by the Netherlands Shipping Inspectorate. Workaways shall not form part of the agreed manning scale.

B-Shift system

The vessel/unit shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a two-shift system and in no case manned at a level lower than the applicable standard laid down in the valid safe manning document approved by the Netherlands Shipping Inspectorate.

**Shorthand Manning
§ 12**

When a shortage occurs for whatever reason and the complement falls short of the agreed manning, consolidated wages of the shortage category shall be paid to the affected members of the concerned department.

Such shortage however shall be made up before the vessel/unit leaves the next port of call or by helicopter crew change if applicable.

This provision shall not affect any overtime paid in accordance with Articles 6 and 8.

**Medical Attention
§ 13**

An Employee who is discharged owing to sickness or injury shall be entitled to medical attention (including hospitalization) at the Owners expenses for as long as such attention is

required. The Owner shall be liable to defray the expense of medical care and maintenance until the sick or injured person has been cured or until the sickness or incapacity has been declared to be of a permanent character. The Owner shall conclude appropriate insurance to cover itself fully against the aforesaid contingencies.

Sick Pay/Disability/Loss of life

§ 14

When an Employee is at any place because of sickness or injury, his wages shall continue until he has been repatriated at the Owners expenses or has arrived at his home or place of his original engagement, whichever place is more convenient for the Employee.

Thereafter he shall be entitled to sick pay at a rate equivalent to his basic wage and subsistence allowance while he remains sick or injured up to a maximum of 120 days.

Thereafter he shall be entitled to sick pay at a rate of 80% of his basic wage and subsistence allowance while he remains ill or injured up to a maximum of 52 weeks. This period commences on the day the employee is landed.

However, in the case of occupational disease or injury, sick pay at a rate of 70% of the basic wage and subsistence allowance shall continue until the incapacitated employee has been cured or the incapacity has been declared to be of a permanent character.

Disability

If after 3 years of prolonged sick pay, the employee is still declared to be (partly) incapacitated or, incapacity in whole or in part has been declared to be of a permanent character at an earlier date, the employee is entitled to a payment in cash amounting to three years of the payment he received immediately before that date.

Proof of his continued entitlement to sick pay shall be by submission of satisfactory medical certificates.

The Employee shall be paid all accrued wages plus an advance of his sick pay for the estimated number of days certified by a doctor for which he is expected to be sick or injured.

After being certified fit to work the Employee should be given the first available job opportunity.

Loss of Life

If an Employee dies whilst in the employment of the Owner, including accidents occurring whilst traveling to and from the vessel/unit, or as a result of marine or other similar peril, the Owner shall pay the sums provided for in article 415 and 416 of the Dutch Code of Commerce.

Any payment effected under this clause shall be without prejudice to any claim for compensation made in law.

Annual Paid Leave/Subsistence Allowance § 15

Annual paid leave is accumulated at a rate of 8 days per month served, or pro rata, and is consolidated into the months pay (see scale attached in Annex 2)

Whilst on paid leave an Employee shall be entitled to a daily subsistence allowance, according to the attached Annex 2.

When food and/or accommodation is not provided on board during the assignment of the employee the owner shall be responsible for providing food and/or accommodation of good quality ashore.

Service in Warlike operation areas § 16

The Owner agrees that, should the vessel/unit - during the period of this agreement - enters into an area where warlike operations take place, the Employee will be paid a bonus equal to 100 % of the basic wage for the duration of the vessel/unit's stay in such area, with a minimum of 5 days pay. Similarly the compensation for disability and death will be paid in accordance with the "War-Risk Regulation" of the "Vereniging Zeerisico 1967" or the equivalent insurance.

An Employee shall have the right to accept or decline the assignment for a voyage into or a job in warlike operations areas without risking losing employment or suffering any other detrimental effects.

Date of commence and geographical borders of the warlike operations area are determined based on the following conditions.

- the area must be indicated as a war risk area by the "Vereniging Zeerisico 1967"
- the area must be mentioned in the list of "War Risk Trading Warranties" for the benefit of the hull insurance of seagoing vessels
- there must be a negative travel advice from the Dutch Foreign Department for the

area/country.

To all three points must be complied before this regulation is applicable.

In deviation from this rules parties shall meet within a fortnight if one of the parties is to the opinion that the agreement in the given circumstances is unreasonable and/or unfair. If parties can't come to an agreement the case can be brought for court by one of the parties.

Between parties there will be consultation when within the sector "dredging" a new for the total sector applicable arrangement is agreed.

Repatriation

§ 17

Repatriation shall take place in such a manner that it meets all reasonable requirements with regard to comfort*. The owner shall be liable for the cost of maintaining the employee ashore until repatriation takes place.

An Employee shall be entitled to repatriation at the Owners' expense (Including wages) either to his home or to the place of his original engagement (at the Employees option):

- a) When signing off owing to sickness or injury;
- b) When his employment is terminated owing to discharge by Owner;
- c) Upon the loss, laying-up or sale of the vessel/unit;
- d) If the vessel/unit has been arrested (whether by an Employee or not) provided the vessel/unit has remained under arrest for more that 14 days;
- e) If the Owner has not complied with the provisions of the agreement the Employee is entitled to claim the outstanding wages and to be repatriated at the Owners expense;
- f) On discharge according to Article 20, except paragraph d - iv.
- g) When, during the course of a voyage, the spouse, one of his children, a parent, falls dangerously ill whilst the Employee is abroad, every effort will be made to repatriate the Employee concerned as quickly as possible. The cost of repatriation will be borne by the Owners.

* Comfort is defined as hotel accommodation, three meals per day plus economy air fare.

Food, Accommodation, Bedding, Amenities, Etc.

§ 18

The Owner shall provide each Employee whilst he is on board, with sufficient of good quality and accommodation of adequate size and standard all in accordance with the Dutch Flag Standards.

Crew's Effects
§ 19

The Owner agrees to cover the Employees effects, total or partial loss and/or damage by marine peril in the maximum of USD 3.000.

Termination of Contract
§ 20

- a) An Employee may terminate his employment by giving 30 days notice of termination to the Owner of the Master of the vessel/unit, either in writing or verbally in the presence of a witness. (See also Article 3). The employment will end only at the end of a tour.
- b) An Employee may refuse to enter into war like operations area as defined in article 16.
- c) An Employee shall be entitled to terminate his employment immediately if the vessel/units certified unseaworthy in accordance with the provision of Chapter 1, Regulation 19 (Annex 4) of the Safety at Life at Sea Convention (SOLAS) or ILO Convention No. 147 (1976, Minimum Standards in Merchant Ships).
- d) The Owner shall not be entitled to terminate the employment of an Employee prior to the expiry of his period of engagement (as specified in Article 3) except only that the Owner may discharge an Employee:
 - i) upon total loss of the vessel/unit, or
 - ii) when the vessel/unit has been laid up for the continuous period of at least two months.
 - iii) upon the sale of the vessel/unit or
 - iv) upon the misconduct of the Employee giving rise to a lawful entitlement to dismiss, provided that in the case of dismissal for misconduct of the employee the Owner shall, prior to dismissal, give written notice to the Employee specifying the misconduct relied upon and in the event that such notice is not give as aforesaid the dismissal shall be ineffective in terminating the employment of the Employee and the Employee shall be entitled to damages in respect of the unexpired term of his employment in addition to the compensation provided for in e) below.
- e) An Employee shall be entitled to receive compensation of two months consolidated pay on termination of her/his employment for any reason except where:
 - i) the termination is as a result of the expiry of an agreed period of service in his Contract; or
 - ii) the termination is as a result of notice given by the Employee as aforesaid; or
 - iii) the Employee is lawfully and properly dismissed by the Owners as a consequence of the Employee's own misconduct.

- f) For the purposes of this Agreement refusal by any Employee to obey an order to sail the vessel/unit shall not amount to misconduct of the Employee where:
- i) the vessel/unit is unseaworthy as defined in Article 20 c) above; or
 - ii) for any reason it would be unlawful for the vessel to sail; or
 - iii) the Employee has a genuine grievance against the owners in relation to implementation of his agreement or his ITF Contract of Employment; or
 - iv) the Employee refused to sail into warlike operations areas.

Grievance Procedure

§ 21

The Owner and the Unions agree, that in case of dispute or conflict in the interpretation or application of any of the provisions of this Agreement, or enforcement of company policies, the same shall be settled through negotiation, conciliation or voluntary arbitration. The Owner and the Unions further agree that they will use their best endeavor to ensure that any dispute will be discussed, resolved and settled amicably by the parties hereof within ninety (90) days from the date filing of the dispute or conflict and in case of failure to settle there of any of the parties their freedom to take appropriate action.

Any Employee whilst serving on board of the Owners units/vessels who feels that he has been unjustly treated or subjected to an unfair consideration may endeavor to have said grievance settled by:

presenting the complaint to his immediate superior

1. an appeal to the head of the department in which the Employee is employed, or failing that;
2. an appeal directly to the Master

If the grievance cannot be resolved under the provision of Article 19 b, 1), 2) or 3), the Master shall refer the matter to the Owner and the Unions immediately.

If the grievance cannot be resolved during the period of service the Employee may lodge a complaint with the Unions and/or the Owner, upon his return home.

Waivers and Assignments

§ 22

The Owner undertakes not to demand or request any seafarer to enter into any documents whereby, by way of waiver or assignment or otherwise, the employee agrees or promises to accept variations to the terms of agreement, or return to the owner, their servants or agents any wages or other emoluments due or to become due to him/her under this agreement,. The owner agrees that any such document already in existence shall be null and void and of no legal effect.

Representation of Employees

§ 23

The owner acknowledge the right of employees to participate in union activities and to be protected against acts of anti union discrimination as per ILO Convention No. 87 and 98.

Conflict with Contract Provisions

§ 24

In case of conflict between the provisions of the individual employment contracts of the Employees and that of this Collective Bargaining Agreement, the provisions of this Collective Bargaining Agreement shall be upheld and prevail over that of the individual Employment contract.

Amendment of the Agreement, Court's competency

§ 25

The terms and conditions of this agreement shall be reviewed annually for a calendar year by the Unions and the owner on mutual agreement.

Amendments and additions shall be agreed in writing and signed by the parties and considered incorporated in the agreement.

Notwithstanding the validity of the agreement, each of the parties is entitled to terminate the agreement provided prior notice of at least two months is given in writing.

In case of grievances the Court of Rotterdam or at the Owners place of domicile is competent to settle any claim.

Agreed in Breda on 10 December 2013

The Unions

FNV Waterbouw

Signatory:

CNV Vakmensen

Signatory:

Tideway B.V.

Signatory:

Function:

Function:

Function:

Signature:

Signature:

Signature:

ANNEX I

Vessel:
Name: Tideway Rollingstone
Callsign: PHYR
Name: Seahorse
Callsign: PCAP
Name: Flintstone
Callsign: PBZD

ANNEX 2
Tideway BV wagescale Filipino crew per 1-10-2013 1.00%

Amounts in USD

Position	Differentials	Basic	OT rate weekdays	OT rate weekend/hol	Total OT weekdays	Total OT weekend holidays	Leave 8 days	Subsistence Allowance	Consolidated
AB	1.00	713.60	5.29	9.51	459.88	989.53	228.35	80.00	2471.35
Backhoe op	1.00	713.60	5.29	9.51	459.88	989.53	228.35	80.00	2471.35
Oiler	1.00	713.60	5.29	9.51	459.88	989.53	228.35	80.00	2471.35
Welder	1.17	834.91	6.18	11.13	538.05	1157.74	267.17	80.00	2877.88
Int. Cook	1.17	834.91	6.18	11.13	538.05	1157.74	267.17	80.00	2877.88
Steward	0.75	535.20	3.96	7.14	344.91	742.14	171.26	80.00	1873.51

Basic salary	40 hrs per week or 173 per month
OT weekdays	4 hrs per day, 5 days per week or 87 per month
OT weekends	12 hrs on saturday and 12 hrs on sunday or 104 hrs per month
Total working hours	7 days per week, 12 hours per day
Paid leave	8 days per month, basic / 25 per day
Subsistence allowance	USD 10,- per day

ANNEX 4

§ 7

Public Holidays

New Year's Day	January 1 st
Maundy Thursday	Movable date
Good Friday	Movable date
Bataan and Corregidor Day	April 9 th
Labor Day	May 1 st
Independence Day	June 12 th
National Heroes Day	Last Sunday of August
All Saints Day	November 1 st
Bonifacio Day	November 30 th
Christmas Day	December 25 th
Rizal Day	December 30 th