

THE COLLECTIVE BARGAINING AGREEMENT FOR CHINESE CREW (A)

By and between the National Committee of the Chinese Seamen & Construction Workers' Union as one party representing Chinese Seafarers and China Shipowners' Association as the other party representing Chinese shipowners, this Collective Agreement, after equal consultation between the two parties, has been made and entered into with respect of the following matters.

CHAPTER ONE - GENERAL PROVISIONS

Article 1 In accordance with related national laws and regulations as well as relevant Conventions of International Labour Organization (ILO) and International Maritime Organization (IMO), this Agreement has been formulated with a view to promoting the development of the shipping sector, establishing a harmonious and stable labour relationship, safeguarding the legitimate rights and interests of Chinese seafarers and enhancing their decent work.

Article 2 This Agreement is applicable to seafarers of Chinese nationality, members of China Shipowners' Association and the ships of Chinese nationality owned and/or managed by those members.

Members of China Shipowners' Association, when employing Chinese seafarers on their owned and/or managed flag of convenience^① ships, may choose to apply this Agreement to those ships.

When they so choose, laws and regulations of flag states or regions shall be complied with.

Please refer to the following list regarding flag of convenience countries or regions: 1. Antigua and Barbuda; 2. Bahamas; 3. Bermuda; 4. Cayman Islands; 5. Cyprus; 6. Gibraltar; 7. Honduras; 8. Lebanon; 9. Liberia; 10. Malta; 11. Marshall Islands; 12. Netherlands Antilles; 13. Panama; 14. St. Vincent; 15. Sri Lanka; 16. Vanuatu; etc.

Article 3 Shipowners shall respect seafarers' rights to organize and join a trade union and to carry out trade union activities according to law.

Seafarers' trade unions shall be established in companies in accordance with the Trade Union Law of the People's Republic of China (hereinafter called "Trade Union Law") and the Constitution of the Chinese Trade Unions.

Trade Unions shall carry out trade union activities and perform trade union duties in accordance with the Trade Union Law.

Article 4 The shipowner shall sign employment contracts and seafarer's employment agreements with seafarers in accordance with relevant laws and regulations such as the Labour Law of the People's Republic of China (hereinafter called "Labour Law"), Law on Employment Contracts of

^① Please refer to the following list regarding flag of convenience countries or regions: 1. Antigua and Barbuda; 2. Bahamas; 3. Bermuda; 4. Cayman Islands; 5. Cyprus; 6. Gibraltar; 7. Honduras; 8. Lebanon; 9. Liberia; 10. Malta; 11. Marshall Islands; 12. Netherlands Antilles; 13. Panama; 14. St. Vincent; 15. Sri Lanka; 16. Vanuatu; etc.

the People's Republic of China (hereinafter called "Employment Contract Law"), Regulations of the People's Republic of China on Seafarers (hereinafter called "Seafarers Regulations") as well as the provisions of the Administrative Measures of the people's Republic of China on Seafarers' Shipboard Working and Living Conditions(hereinafter called "Administrative Measures") and the Maritime Labour Convention, 2006 of ILO.

The labour standards shall not be less favourable to seafarers than those provided in this Agreement.

The shipowners who recruits dispatched seafarers shall ensure that those seafarers sign, with qualified service providers or related units, employment contracts that comply with the provisions of this Agreement.

Article 5 The word "shipowner" in this Agreement refers to the owner of a ship or another organization or person who has obtained lawfully from the ship owner the right to operate the ship and who has assumed the responsibility and duties relevant thereto.

The word "ship" in this Agreement refers to seagoing ships engaged on international voyages, excluding warships, public service ships, fishing vessels and sport vessels.

The word "seafarer" in this Agreement refers to any persons, trainees and interns employed on ships engaged in commercial activities.

The term "basic wage" in this Agreement refers to the pay for normal working hours, it does not include payments for overtime worked, bonuses, allowances, paid leave or any other additional remuneration.

CHAPTER TWO - EMPLOYMENT CONTRACTS AND THEIR MANAGEMENT

Article 6 The shipowner shall observe the principles of lawfulness, fairness, equality, free will, consensus and good faith when recruiting seafarers, signing employment contracts and establishing labour relationships with them.

Article 7 The text of the employment contracts shall be formulated on the basis of fully heeding the opinions of the trade unions and of the seafarers and shall be delivered to the seafarers in advance to ensure that they have ample time to discuss and seek advice.

The duration of the probation period agreed upon by shipowners and seafarers shall conform to related laws and regulations.

Article 8 When a shipowner is to terminate a seafarer's employment contract according to Article 39 of the Labour Law, it shall notify in advance the trade union of the employment unit the seafarer belongs to. The trade union has the right, on behalf of the seafarer, to present opinions to (or negotiate with) the shipowner in respect of matters concerning the seafarer's interests, for purpose of protecting the legitimate rights and interests of the seafarer.

Article 9 The shipowner shall, according to relevant laws and regulations, exercise employment management and institute labour employment system.

Article 10 In case a seafarer has been appraised as having lost or partially lost capability to work due to a work-related injury or an occupational disease, the shipowner shall not terminate the

seafarer's employment contract unilaterally against relevant national regulations.

Article 11 Seafarers' continuous service periods on board shall not, in general, exceed eight months. Such periods may be extended or reduced, as appropriate, by two months due to inconvenience of replacing seafarers in the ports to be called or along the routes to be followed. It shall be regarded as overdue when a seafarer is unable to sign off the ship after ten full months' service on board. For seafarers' overdue period of service on board, the shipowner shall pay an extra increment to seafarers' wages from the 11th month, and such extra increment shall not be less than 100% of the seafarer's basic wages in accordance with the provisions of the Labour Law of the People's Republic of China and by reference to international practice.

CHAPTER THREE - REMUNERATION, SOCIAL SECURITY AND WELFARE

Article 12 Shipowners shall establish and improve a collective wage bargaining system and a mechanism for wage payment to enhance a harmonious and stable employment relationship.

Article 13 Seafarers' wages shall be paid in legal tender.

And their basic wages shall not be less than the standard prescribed in Annex One attached to this Agreement.

Article 14 Shipowner shall pay seafarers remuneration at the time and in the manner as agreed to in the contracts, including the proportions paid on board and allotted to their families.

The intervals of payment as agreed in the contracts shall not exceed one month.

The rate of exchange used for payment of remuneration on board shall be fixed in accordance with a standard favourable to seafarers.

Shipowner shall provide seafarers with a monthly account of remuneration on a regular basis, the account shall include the composition of the remuneration and the items to be withheld.

Both sides shall have the discretion as to the signing and receipt of the account.

When seafarers request to inquire the amounts actually paid, shipowners shall be obliged to assist seafarers to obtain relevant information without charging additional fees.

Article 15 Shipowners or employing units shall ensure seafarers' annual leave with pay and public holidays in accordance with the provisions of laws and regulations.

A seafarer waiting for assignment to a ship refers to a seafarer who, after having fully enjoyed the right to rest in accordance with the relevant stipulations in respect of workers' rest periods as contained in labour and social security laws and regulations and in accordance with relevant provisions agreed in respect of rest periods as contained in collective agreements and employment contracts, is temporarily unable to have access to employment on board due to reasons not from the seafarer's side.

The wage of a seafarer waiting for assignment to a ship shall not be lower than the minimum wage standard of the place where the employing unit is located.

Article 16 Shipowners or employing units shall effect social insurance for seafarers recruited by them according to national laws and regulations, such as pension insurance, medical care

insurance, employment injury insurance, unemployment insurance and maternity insurance as well as other commercial insurance as agreed to by both sides, and shall pay such premiums on time and in full as they are obliged to pay.

The premiums for the social security that shall be paid by the seafarers will be deducted or withheld from their wages by the shipowners or the employing units in accordance with relevant provisions of laws and regulations.

Article 17 Trade unions shall have the right to exercise supervision over shipowners' payment of the premiums for social security.

CHAPTER FOUR - HOURS OF WORK, REST PERIODS AND HOLIDAYS

Article 18 For the period of seafarers' service on board, a working hour system of comprehensive calculation shall be practiced under which seafarers shall work for no more than eight hours a day.

Article 19 Part of seafarers' working hours of comprehensive calculation that is in excess of the mandatory standard working hours, shall be regarded as extended working hours, wages shall be paid to seafarers for such extended working hours according to law.

Article 20 In addition to national legal holidays, seafarers shall enjoy an annual leave with pay of at least 2.5 days for each month of work on board.

Article 21 In accordance with the Labour Law, seafarers on board shall be paid remuneration which is not less than 300% of their basic wages during the national legal holidays (New Year's Day, one day; Spring Festival, three days; Qingming Festival, one day; Labour Day, one day; Dragon Boat Festival, one day; Mid-Autumn Festival, one day; the National Day, three days).

Article 22 Shipowners shall ensure a minimum of 40 days' rest and vacation for seafarers who have worked on board continuously for more than eight months.

In case a seafarer has served an extended period, the continuous rest and vacation period shall be extended accordingly.

Article 23 The limits on arranging seafarers' overtime and rest hours shall be as follows:

(1) seafarers' minimum rest hours shall be no less than ten hours in any 24-hour period; and a minimum of 77 hours in any seven-day period;

(2) hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive rest periods shall not exceed 14 hours.

Article 24 A seafarer's daily work and rest schedule on board shall be recorded by the shipowner according to the Administrative Measures and shall be confirmed and signed by the master or a person assigned by the master and by the seafarer.

Seafarers shall keep a copy of the schedule record of each month.

Article 25 Extension of working hours is not subject to the restrictions in Article 23 under any of the following circumstances: fire-fighting, survival training and safety drills (which shall be conducted at a time and in a manner that minimizes the disturbance of rest periods and does not

induce fatigue), the emergent action necessary for the safety of the ship, persons on board or cargo, or necessary for giving assistance to other ships or persons in immediate peril at sea.

As soon as the normal situation has been restored, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate rest period.

CHAPTER FIVE - SHIP MANNING AND WATCHKEEPING

Article 26 The ships shall be maintained in a seaworthy state (meeting the standards of IMO and ILO conventions) and shall be adequately manned with qualified seafarers so as to ensure the safe operation of the ships and to maintain a necessary watchkeeping system.

In no case shall the ships be manned at a lower level than the minimum manning standards prescribed by relevant international conventions and national laws and regulations, to ensure the safety and security of the ships and their personnel under all conditions.

Article 27 Where the complement falls short of the prescribed manning level, extra compensation shall be paid to the temporary replacement.

In principle, the vacancy shall be filled out at the next convenient port of call as soon as possible.

CHAPTER SIX - OCCUPATIONAL SAFETY AND MEDICAL CARE

Article 28 The ships shall establish a management system for occupational safety and health protection, be provided with commonly used medicines, necessary medical equipment and facilities, and be manned with seafarers with specialized medical training and appropriate qualification certificates.

Article 29 Shipowners shall ensure that seafarers serving on their ships are provided with occupational health protection, live, work and being trained in a safe and hygienic environment, and have undergone training on occupational safety, health protection and accident prevention.

Article 30 Each ship shall establish a safety committee which is responsible for supervising safety issues, electing seafarers as safety representatives to get involved in the safety committee, and effectively implementing and promoting the ship's training in occupational safety, health protection and accident prevention.

Article 31 Shipowners shall provide seafarers with adequate and good quality occupational protective articles and necessary seasonal protective supplies.

Article 32 Shipowners shall provide seafarers with health protection, and shall provide medical examinations in conformity with the medical examination standards prescribed by state competent authorities, and establish health records for the seafarers.

Article 33 In case of sickness or injury of a seafarer on board, the shipowner shall immediately arrange for necessary medical treatment (including hospitalization) according to law, until the seafarer has recovered or the period of treatment has ended, and shall pay the medical expenses, board and lodging expenses of the seafarer.

Article 34 Shipowners shall arrange personal insurance for seafarers who serve on ships traveling to or through war zones, arrange health insurance for seafarers who serve on ships traveling to or

through epidemic areas or carrying toxic or hazardous substances, and provide appropriate protective measures.

Article 35 Shipowners, when employing female seafarers on board, shall provide them with labour safety and sanitation facilities as well as training in labour safety and health protection, as required by the Law of the People's Republic of China on the Protection of Rights and Interests of Women and the Special Rules on the Labour Protection of Female Employees.

Shipowners shall provide female seafarers with necessary protection during menstrual, pregnancy, birth and feeding periods according to laws and regulations, and reimburse them for their related medical examination expenses according to the provisions of the national maternity insurance.

CHAPTER SEVEN - FOOD, ACCOMMODATION, BEDDING AND RECREATIONAL FACILITIES

Article 36 Ships shall provide seafarers on board with the following:

(1) drinking water and food in line with the requirements of Maritime Labour Convention, 2006 and other related ILO conventions, mess rooms, mess utensils and other food-related necessary facilities or personnel in conformity with the requirements of convention standards, with particular attention to seafarers' religious beliefs and social customs;

(2) standard sleeping rooms and beddings;

(3) laundry facilities;

(4) accommodation spaces and recreational facilities in compliance with the requirements of international conventions;

(5) heating and ventilation equipment;

(6) sanitary facilities;

(7) lighting apparatus;

(8) hospital accommodation.

(9) necessary measures to reduce exposure to noise and vibration as well as other facilities necessary for seafarers' daily work and living.

Article 37 Shipowners shall, where practicable, provide seafarers with convenient conditions for telecommunication on board.

Article 38 The standard of seafarers' food allowance shall be not less than the standard prescribed in Annex Two attached hereto.

Article 39 Shipowners shall be responsible for providing good quality food and accommodation if they are not available on board the ships.

CHAPTER EIGHT - SERVICE IN PERILOUS AREAS SUCH AS WAR ZONES, EPIDEMIC AREAS OR PIRATE-INFESTED WATERS

Article 40 When it becomes necessary for a ship to sail to a war zone, an epidemic area with

possibly serious life-threatening infectious disease, or pirate-infested waters, the shipowner shall provide the seafarers on board the ship, in a timely manner, with comprehensive information regarding those areas, the ship's voyage, ports of call and necessary safeguard measures and knowledge.

Article 41 Consent shall be obtained from seafarers before a ship sails to a war zone or an epidemic area; if the seafarers refuse to sail to those areas, the shipowner shall arrange for the repatriation of the seafarers and make payment for the expenses thereof.

Article 42 When a ship enters a war zone or an epidemic area, the shipowner shall pay the seafarers a special allowance which shall be not less than one time of the basic wages on a daily basis.

If such a period is less than five days, a minimum of five days' special allowance shall be paid.

Article 43 When a ship enters pirate-infested waters, the shipowner shall pay compensation to the seafarers based on international standards.

A seafarer, who was injured or died due to pirate attacks, shall be compensated in the light of compensation standards for war zones.

CHAPTER NINE - PROTECTION AND INDEMNITY FOR INJURY AND DEATH

Article 44 Shipowners shall arrange for timely medical treatment for the sickness or injury of seafarers incurred in the seafarers' service on board or arising from the seafarers' employment during such a period.

Period of medical treatment: until the seafarers have recovered; the sickness or incapacity has been declared of a permanent character; until the appointed term of medical treatment has ended (the appointed term shall be no less than 16 weeks).

The shipowners shall pay all medical expenses and the full amount of onboard wages to the sick or injured seafarers during the period they remain on board.

To the injured seafarers who are receiving medical treatment off the ship, the shipowners shall pay all the medical expenses and the full amount of onboard wages for the term of treatment; during the term of treatment of the sickness incurred on board, the shipowners shall, in accordance with the provisions of laws and regulations, pay to the sick seafarers all the medical expenses and the wage no less than the leave wage or the wage while waiting for assignment to a ship, whichever is higher.

Article 45 A seafarer who has died or suffered from permanent disability as a result of an accident taking place whilst being employed on board, or travelling en route to or from the ship, shall be entitled to be timely compensated from the shipowner according to the stipulations of relevant laws and regulations and the provisions of the seafarer's employment contract.

Article 46 After having participated in social insurance according to law, shipowners may effect insurance with reputable Protection and Indemnity Clubs or insurance companies against sickness, injury, disability and death of the seafarers on board.

In case of occurrence of an insured event, shipowners shall be liable for claiming insurance

proceeds and transmit them to the seafarers or their heirs on time and in full.

Article 47 In case seafarers died whilst serving on board, travelling en route to or from ships, in addition to paying compensation, the shipowners shall also pay all the due earnings of the deceased seafarers, properly safeguard and return the seafarers' properties left on board, and properly make arrangements for their ashes or bodies.

When it is necessary for seafarers to have medical treatment off the ships due to illness or injury incurred on board resulting in their incapacity for work, the shipowner shall properly safeguard and return their properties left on board.

Article 48 Shipowners shall implement the provisions of this Chapter in the light of "The Industry Standards for Handling Seafarers' Shipboard Injury, Sickness and Death", as attached in Annex Five hereto.

CHAPTER TEN - REPATRIATION

Article 49 When serving on board, a seafarer may request repatriation in any of the following circumstances:

- (1) the seafarer's employment contract is terminated or revoked in accordance with law;
- (2) the seafarer is no longer competent to perform the duties of his post on board;
- (3) the seafarer's spouse, child, parent has died or has fallen dangerously ill;
- (4) in the event of shipwreck;
- (5) in the event of the shipowner not being able to continue to fulfill its legal or contractual obligations for the seafarer by reason of insolvency, sale of ship, change of ship's registration or any other similar reason;
- (6) the seafarer has been working on board for a continuous period of 12 months;
- (7) other circumstances under which repatriation becomes necessary due to force majeure.

The shipowner shall agree with the seafarer's request for repatriation when any of the above circumstances arises.

Article 50 A seafarer may choose the destination of repatriation from among the following places:

- (1) the place where the seafarer was recruited or first assumed his post on board;
- (2) the place of residence or registered permanent residence of the seafarer, or the country of registry of the ship;
- (3) the place agreed upon by the seafarer and the shipowner.

Article 51 The shipowner shall pay the seafarers' cost of repatriation incurred from the moment the seafarers leave the ship until they reach the repatriation destination.

Shipowners may revoke their employment contracts according to law with newly recruited seafarers who have been found incompetent for their duties during their probation periods, and

repatriate them or employ them in a lower position through consultation with them.

The costs of repatriation shall be borne by shipowners if any seafarers are repatriated.

Article 52 Repatriation shall be arranged in a suitable manner. Shipowners shall be responsible for accommodation and food expenses, travel expenses as well as other expenses as agreed upon in the contracts, until the seafarers reach the repatriation destination.

CHAPTER ELEVEN - REVOCATION AND TERMINATION OF CONTRACTS

Article 53 Seafarers may revoke their employment contracts by giving 30 days' written notice of application to the shipowners or through the masters of their ships to this effect, except that stipulations of the Labour Law, the Employment Contract Law and the Seafarers Regulations provide otherwise.

Article 54 A seafarer may revoke the employment contract or request repatriation in any of the following circumstances:

(1) substantial changes have taken place regarding a specific voyage after the seafarer has worked on such a specific voyage as agreed upon in the contract, and mutual agreement being unable to be obtained in choosing another voyage through consultation between the seafarer and the shipowner;

(2) the ship on which the seafarer serves has been proved to be unseaworthy in accordance with inspections under International Convention for the Safety of Life at Sea (SOLAS), 1974 or port state inspections, and such defects could never be repaired, resulting in the shipowner's inability to continue its performance of the obligations as agreed in the contract;

(3) a circumstance arises as provided in Article 38 of the Employment Contract Law.

The shipowner shall permit the seafarer's request, if any, for repatriation and pay the related costs thereof.

Article 55 Refusal by any seafarer to obey an order to sail the ship in the following circumstances shall not amount to misconduct of the seafarer and the shipowner shall not revoke the employment contract unilaterally:

(1) the ship has been proved to be unseaworthy in accordance with inspections under International Convention for the Safety of Life at Sea (SOLAS), 1974 or port state inspections;

(2) for any reason it would be unlawful for the ship to sail, such as when the ship fails to satisfy the conditions for safe navigation, may endanger the safety of personnel, property and the ship, may cause pollution to the water environment, or may threaten the safety of navigation etc.

Article 56 In case payment of economic compensation is involved in the revocation or termination of a seafarer's employment contract, the shipowner shall handle the payment in strict compliance with the concrete provisions of the Employment Contract Law and other laws and administrative regulations.

During the voyage, the master and officers may not resign, stay out of duties or terminate duties without permission.

Seafarers who revoke the employment contract against law, or violate their secret-keeping duties or competitive restrictions agreed upon in the employment contracts and thus causing economic losses to the shipowners, shall be liable for compensation.

CHAPTER TWELVE - SEAFARER'S COMPLAINTS AND EMPLOYMENT DISPUTES

Article 57 Shipowners shall provide decent working conditions to seafarers on board and shall not subject them to discrimination based upon race, color, sex, religion, national extraction or social origin etc, so that the seafarers can work, train and live in an environment free from maltreatment and discrimination.

Article 58 Employment disputes occurred during a seafarer's employment on board may be settled through mediation of the ship's trade union or complained to the trade union at a higher level.

Where an employment dispute arises, and the parties involved are not willing to have a consultation, or the consultation fails or the settlement agreement is reached but not performed, they may settle the dispute by legal means.

Article 58 Seafarers may make complaints to the National Committee of the Chinese Seamen & Construction Workers' Union or China Shipowners' Association if the ships they work on board have been found by them to be not in compliance with the labour standards prescribed in this Agreement.

They may also complain to the maritime safety administration of the port where the ship calls or of the place where their employment relationships were concluded.

CHAPTER THIRTEEN - EDUCATION AND TRAINING FOR SEAFARERS

Article 60 Shipowners shall institute vocational training system, collect and administer the vocational training funds according to the provisions of the state, conduct vocational training for seafarers in a planned way, strengthen their employment and working capabilities, and promote the overall quality of Chinese seafarers.

Article 61 Shipowners may agree with seafarers on a definite employment period if the shipowners have provided funds for the seafarers' professional and technical training.

For breach of the agreement on the employment period, the seafarers shall pay a penalty to the shipowners according to the relevant laws and regulations.

CHAPTER FOURTEEN - SUPPLEMENTARY PROVISIONS

Article 62 The labour standards on merchant ships of less than 500GT engaged on international voyages or on voyages to or from Hong Kong, Macao or Taiwan, shall be implemented in the light of this Agreement.

Article 63 A shipowner, when requesting a seafarer service agency to provide manning service, shall choose a seafarer service agency that is qualified to provide such service.

The shipowner shall ensure that the labour standards relating to seafarers' rights and interests, as contained in the labour dispatch agreement concluded between the shipowner and a seafarer

service agency, are not lower than the standards specified in this Agreement.

The seafarer service agency operated by a shipowner shall, when signing seafarer dispatch agreement, ensure that the labour standards relating to seafarers' rights and interests, as contained in the agreement, are not lower than the standards specified in this Agreement.

Article 64 Since the date when the first amendments to the Maritime Labour Convention 2006 entered into force, ships shall carry on board the financial security documentary evidence as required by above amendments and make such evidence available to all crew members on board.

Article 65 This Agreement is signed in Chinese and English, and the Chinese version shall prevail.

Article 66 A shipowner shall submit "Application for Implementing THE COLLECTIVE BARGAINING AGREEMENT FOR CHINESE CREW (A)" (Annex Three), or "Special Statement of Flag of Convenience Ship for Using THE COLLECTIVE BARGAINING AGREEMENT FOR CHINESE CREW (A)" (Annex Four), as appropriate; for which, a confirmation letter will be issued by the Chinese Seamen & Construction Workers' Union and China Shipowners' Association. The shipowner shall carry on board for inspection, a copy of the confirmation letter and the text of this Agreement.

Article 67 The amendments and additions to this Agreement shall be, upon agreement, signed in writing by both parties and incorporated into this Agreement. After this Agreement is updated, the new standards of this Agreement will be implemented automatically.

Article 68 This Agreement shall be valid from 1 January 2018 until 31 December 2019. Both Parties shall conduct negotiation and evaluation on the text of this Agreement before the end of December of 2019.

**National Committee of the Chinese
Seamen and Construction Workers' Union**

China Shipowners' Association

Signature of Chief Representative:

Signature of Chief Representative:

10 December 2018

10 December 2018

ANNEX ONE: THE MINIMUM BASIC WAGES SCALE

RANK	BASIC WAGE 2019 (USD)
1. Master	2152
2. Chief Engineer	1957
3. Chief Officer	1389
4. 1st Engineer	1389
5. Second Officer	1111
6. 2nd Engineer	1111
7. Electro-technical Officer	1111
8. 3 rd Engineer	1072
9. Third Officer	1072
10. Electrical Engineer	1111
11. Purser	773
12. Bosun	714
13. No.1 Oiler	714
14. Chief Cook	714
15. Carpenter	714
16. Doctor	714
17. AB	645
18. Oiler	645
19. Steward	474
20. Cook	544
21. OS	474
22. Wiper	474
22. Cadet	263

Note:

1. The Basic Wages are the minimum basic wages; the daily wages shall be calculated based on the monthly basic wages divided by 30 days.
2. The wage structure of Chinese seafarers shall be composed of the following basic items:
 - (1) Basic wages;
 - (2) Salaries for fixed overtime of at least 54 hours with a rate of 1.5 times of the basic wages;
 - (3) Salaries of not less than 300% of the basic wages for overtime hours worked by seafarers during national legal holidays;
 - (4) Salaries for paid annual leave, 2.5 days for service of one month, with a rate of 1 time of

the basic wages;

- (5) Social insurance premiums, shipowners shall pay, as per the following percentages, the social insurance premiums for seafarers based on the base amount of social insurance premiums that seafarers should pay according to law: 20% of old-age insurance, 8% of medical insurance, 2% of unemployment insurance, 1% of industrial injury insurance and 1% of childbirth insurance (the premiums shall be paid as per the percentages provided for by the local regulations of the place of payment if such local regulations provides otherwise).
3. Shipowners may, based on their actual operation, pay to seafarers special bonuses such as sea service benefits and voyage benefits.
4. Shipowners may negotiate with seafarers about performance bonuses, seniority wages as well as increasing the remuneration items such old-age insurance and medical insurance.

ANNEX TWO: THE MINIMUM FOOD ALLOWANCE STANDARD

Global voyages: USD 9/person/day

South-East Asia voyages: USD 8/person/day

ANNEX THREE: Application for Implementing the Collective Bargaining Agreement for Chinese Crew (A)

Application for Implementing the Collective Bargaining Agreement for Chinese Crew (A)

Company Name:

Registered address:

Mailing address:

Operating License No.:

Name of Legal Representative:

I.D. Number of Legal Representative:

Company Contact Person:

Contact Details (Telephone, Fax, Zip Code, E-mail):

Our company applies for implementing the Collective Bargaining Agreement for Chinese Crew (A) for the following _____ ship(s) of Chinese nationality.

List of Ship:

No.	Name of Ship	Call Sign	IMO No.	Type of Ship
1				
2				
3				
4				

(Additional page(s) may be attached, and company stamp is required on each attached page)

Company Name (Company stamp)

Date: Month: Year:

Instructions:

1. Members of China Shipowners' Association, when needing to use this Agreement on their owned and/or managed ships, shall fill out three copies of this Application for Implementing the Collective Bargaining Agreement for Chinese Crew (A).
2. Two of these copies shall be submitted to China Shipowners' Association, the other copy to be kept by the shipowners.
3. After approval, a confirmation letter will be jointly issued by Chinese Seamen & Construction Workers' Union and China Shipowners' Association.
4. The shipowner shall keep copies of the Confirmation Letter and the Collective Bargaining Agreement on board for inspection.

ANNEX FOUR: Special Statement of Flag of Convenience Ship for Using the Collective Bargaining Agreement for Chinese Crew (A)

Special Statement of Flag of Convenience Ship for Using the Collective Bargaining Agreement for Chinese Crew (A)

Company Name:

Registered address:

Mailing address:

Operating License No.:

Name of Legal Representative:

Identity Card No.:

Company Contact Person:

Contact Details (Telephone, Fax, Zip Code, E-mail):

The Special Statement is as follows:

This Company applies the Collective Bargaining Agreement for Chinese Crew (A) to seafarers of Chinese nationality employed on board the following ship(s).

This company undertakes that:

1. the Collective Bargaining Agreement for Chinese Crew is applicable to all seafarers of Chinese nationality on board the ship(s) listed in this Statement, has been filed on record as required by the flag state or has been permitted by the competent authority of the flag state, without violating the laws of the flag states.
2. this Company claims full legal responsibility for the authenticity of this Statement.
3. this Statement shall become effective upon the date of signature.
4. this Statement shall remain effective until:
31 December 2019.

This Company applies for implementing the Collective Bargaining Agreement for Chinese Crew(A) on the following _____ ship(s) flying the flag of_____ (if ships flying flags of two or more states are owned or managed by this Company, the total number of ships flying each flag shall be listed herewith).

List of Ship:

No.	Name of Ship	Call Sign	IMO No.	Type of Ship
1				
2				
3				
4				

(Additional page(s) may be attached, and company stamp is required on each attached page)

Company Name (Company stamp)

Date: Month: Year:

Instructions:

1. Members of China Shipowners' Association, when needing to use this Agreement on their owned and/or managed ships, shall fill out three copies of the Special Statement of Flag of Convenience Ship for Using the Collective Bargaining Agreement for Chinese Crew (A).
2. Two of these copies shall be submitted to China Shipowners' Association, the other copy to be kept by the shipowners.
3. After approval, a confirmation letter will be jointly issued by Chinese Seamen & Construction Workers' Union and China Shipowners' Association.
4. The shipowners shall keep copies of the Confirmation Letter, the Special Statement and the Collective Bargaining Agreement on board for inspection.

ANNEX FIVE:

The Industry Standards for Handling Seafarers' Shipboard Injury, Sickness and Death

Chapter one - General Provisions

Article 1 In accordance with relevant international conventions and national laws and regulations such as the Regulation on Work-Related Injury Insurances and further with reference to industry practice in compensating seafarers' injury, sickness and death, this Standard is formulated in order to secure availability of medical treatment and economic compensation to seafarers for their injury or sickness taking place during their service on board ships, to promote prevention of work-related injury and vocational rehabilitation, and to safeguard the legitimate rights and interests of both seafarers and shipowners.

Article 2 These Standards apply to shipowners and Chinese seafarers who use and implement the Collective Bargaining Agreement for Chinese Crew (A).

Article 3 Shipowners shall provide seafarers with training in occupational safety and health protection, formulate proactive and effective precautionary and protection measures to prevent the occurrence of hazardous accidents and diseases.

In case of accidents on board resulting in seafarers' injury, sickness or death, shipowners shall bear responsibility and obligation to ensure the availability of expeditious medical treatment on board and on shore to the injured or sick seafarers.

Chapter Two - Compensation for Work-related Death

Article 4 In case of a work-related death of a seafarer on board, the shipowner shall, in addition to the compensation to be paid under the Regulation on Work-Related Injury Insurances, pay a lump-sum compensation to the next of kin of the deceased seafarer which shall not be lower than the following standard.

The standard is as follows:

Age	Sum of Compensation (RMB yuan)
40 years old or under	84 months' onboard wage income
Over 40 years old	60 months' onboard wage income

Note:

① When the monthly onboard wage income is 15,000 yuan or more, the compensation shall be calculated on the basis of 15,000 yuan; when the monthly onboard wage income is 10,000 yuan or less, the compensation calculated on the basis of 10,000 yuan; when the monthly onboard

wage income is between 10,000 and 15,000 yuan, the compensation calculated on the basis of the actual sum.

② Age: refers to the age when the deceased seafarer died in the accident.

Chapter Three - Handling of Work-related Injury

Article 5 Payment of Medical Costs

After a seafarer's work-related injury on board, all the relevant costs necessary for medical treatment of the work-related injury, such as the medical, rescue and repatriation costs, shall be paid by the shipowner, until the term of medical treatment has ended.

The period of medical treatment refers to medical treatment of the injured or sick seafarer until the seafarer has recovered, or the sickness or incapacity has been declared of a permanent character, or the agreed term of medical treatment has ended (the agreed term shall be no less than 16 weeks).

Article 6 Wage Benefits during Medical Treatment

After a seafarer's work-related injury on board, the shipowner shall pay full amount of wages until the term of medical treatment has ended.

Article 7 Compensation by Shipowners

After the disability class of the seafarer with work-related injury is assessed, the seafarer shall, in addition to the relevant benefits under laws and regulations such as the Regulation on Work-Related Injury Insurances, be entitled to a lump-sum compensation from the shipowner which shall be the following respective percentages of the lump-sum compensation for work-related death as provided in Article 4.

The payment of injury or disability benefits shall be made no later than 60 days after the disability class has been assessed.

class one disability: 80%; class two disability: 70%; class three disability: 50%; class four disability: 30%; class five disability: 20%; class six disability: 15%; class seven disability: 10%; class eight disability: 7%; class nine disability: 5%; class ten disability: 2%.

Chapter Four - Handling of Sickness or Non-Work-related Injury

Article 8 Payment of Medical Costs

(1)The shipowner shall make timely arrangement for the medical treatment of a seafarer who suffers sickness or non-work-related injury during service on board, and shall pay all the relevant costs such as the medical, rescue and repatriation costs, which are necessary for the medical treatment in foreign countries, Hong Kong SAR, Macao SAR and Taiwan region.

(2)The domestic medical costs of the seafarer with sickness or non-work-related injury after being repatriated, shall be handled according to relevant provisions of social medical insurance. The costs that cannot be reimbursed by the social medical insurance shall be handled according to agreement concluded by both sides.

Article 9 Wage Benefits for Sickness or Non-work-related Injury

(1) Full amount of wages shall be paid to a seafarer on board.

(2) The benefits or compensation within the term of medical treatment of a seafarer who has been repatriated after suffering sickness on board, may be agreed upon in the employment agreement, and shall not be less than the leave wage or the wage while waiting for assignment to a ship, whichever is higher.

Chapter Five - Supplementary Provisions

Article 10 In addition to participation in social insurance according to law, shipowners may effect insurance with reputable Protection and Indemnity Clubs or insurance companies against sickness, injury, disability and death of the seafarers on board. In case of occurrence of an insured event, shipowners shall render timely medical assistance and advance relevant medical costs, and shall be liable for claiming insurance proceeds and transmit them to the seafarers or their next-of-kins in time.

Article 11 Shipowners shall take measures to protect the properties left on board of a seafarer who suffered sickness, injury or died and properly return them to the seafarer or the seafarer's next of kin.

Article 12 The revision and validity period of these Standards shall be in alignment with those of the Collective Bargaining Agreement for Chinese Crew (A).