



Anglo - Eastern **Terms of Employment** **(India)**

Ref : TOE - 2017
Date : 01 April 2017
Prepared by : KNM
Approved by : ML
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TERMS OF EMPLOYMENT

A: Seafarers serving on Indian Terms

Confidentiality Notification.

These Terms Of Employment , Employment Contract or any communication in this regard , is confidential , proprietary and legally privileged information for use of the Seafarer who has signed the relevant Employment Contract.

This information should not be disclosed, distributed or copied to any other person or party. A breach in confidential information could result in allegation of fraud, criminal conspiracy.

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ANNEX A

TERMS OF EMPLOYMENT FOR SEAFARERS SERVING ON INDIAN TERMS

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1. SCOPE & RESONSIBILITY

1.1 **Employment** : “Shipowner”, as mentioned on the Employment Contract and defined under the Maritime Labour Convention 2006, is hereinafter referred to as the 'COMPANY' within this document. The employment of seafarers is done in accordance with the Ship Management agreement with the registered owner of the ship and the Company acts as agents for and on behalf of registered owners, for all matters pertaining to the ship management agreement.

For Crew management vessels - Anglo-Eastern Crew Management Ltd, hereinafter referred to as the 'Company' offers employment to seafarers in accordance with the Crew Management agreement with the registered owner of the ship or the “Shipowner” as mentioned on the Employment Contract and defined under the Maritime Labour Convention 2006. The Company acts as agents for and on behalf of registered owners, for all matters pertaining to the crew management agreement.

1.2 **Selection** :The employment process is carried out based on policies and selection criteria, provided by registered owners of the ships and in conformance with its safety and quality principles.

1.3 **Application**: These Terms of Employment (TOE) and relevant Collective Bargaining Agreement (CBA), form part of Employment contract (Seafarer’s Employment Agreement), signed by bonafide seafarers. This TOE and relevant CBA are applicable whenever they are mentioned on Employment Contract of seafarers , regardless of seafarer’s nationality and rank. In case Seafarer is not a resident of India, then word “ India” within scope of these Terms of Employment, should be read as Seafarers country of Residence.

For Crew management vessels : Sections which may not be relevant to crew management vessels are marked as “ ** ”in this TOE. Seafarer should confirm prior joining a Crew Management Ship, if any of the terms marked as “ ** ” are applicable onboard. In cases where Anglo-Eastern forms or procedures are not in use, reference must be made to similar forms or procedures implemented by the ship owner.

1.4 **Scope & CBA**: These terms should be read in conjunction with **relevant Collective Bargaining Agreement (CBA)** applicable to the vessel, the provisions of the Maritime law , Regulations of the Flag state and the Maritime Labour convention (MLC). Any dispute as to the terms and conditions of the employment contract shall be resolved in accordance with the Maritime law and regulation of the flag state.CBA terms have not been duplicated here but CBA will supersede TOE, in case of any conflict between the CBA & TOE. Both of these documents are available onboard ship and in office. At times company may place onboard , staff of different nationalities or additional staff whose rank is not mentioned in the CBA. Although, it may not be essential to have CBA for each Employment Contract, however it is maintained as part of Employment Contract for all staff onboard. This is essentially to define benefits such as Repatriation, death and disability compensation, sickness pay, health and social security etc.

1.5 **Company’s responsibility**: It will be responsibility of the Company to ensure that vessel is manned as per Safe Manning Document and dispensation is obtained for any temporary shortfall.Company shall comply requirement of MLC 2006,RPS (Recruitment and Placement Services) and applicable CBA . Company shall not place a person of less than 18 years of age onboard ships. Company shall not charge any fee or expenses for recruitment and placement of seafarers onboard. Company shall not victimize any seafarer for filing a complaint, in case of gross violation of MLC 2006 requirements by the Company or any of its staff.

1.6 **Seafarer’s responsibility**: It is responsibility of each seafarer to hold valid documentation including relevant endorsement for type of vessel and commensurate to the rank mentioned in the employment contract.

Seafarer should carry onboard the Original Employment contract and all Original documents required for the trade (as declared on Company’s documentation checklist). Seafarer must ensure that these



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documents should remain valid for two months more than the tenure mentioned on Employment Contract.

It is imperative that Seafarer's name, Place of birth, date of birth is correct and identical in Passport, CDC, COC / WKC, DCE , STCW documents etc. All seafarers documents should be maintained in good condition, without any visible damage, stick-on tapes , over writing etc. These documents should be correct and valid (signed by seafarers, ILO stamp on CDC , Correct STCW details on COC , Yellow fever issued from Govt approved centre etc.).

Seafarers should ensure that none of their training certificate are fraudulent by checking their training and sea service details on Master Checker on DGS website / Seafarers Profile. Please note that Citizens, need to surrender their Indian CDC , as per DGS requirement.

Any expenses that the employer may incur due to non-compliance of above (including termination of Employment contract, fines etc), will be on seafarers account.

Further seafarers should be physically fit, willing and capable of performing duty as per job responsibilities of the rank, given under company policies / MSM 201 section 8 & 9.

- 1.7 **Master's responsibility:** It is responsibility of Master to ensure that All original documents including relevant COC, STCW Certificates, Flag State Endorsement of Joining Seafarer are sighted prior Signing Off the seafarer being relieved. The Passport & CDC of each seafarer onboard shall be retained in Master's custody at all times.
- 1.8 **Accessibility :** These Terms Of Employment (and applicable CBA) shall be made accessible to all seafarers for their review and clarification of doubts prior they sign the Employment contracts. It is Masters responsibility to ensure that these TOE are easily and freely accessible to all seafarers serving onboard the ship.
- 1.9 **Non-disclosure of information:** You will not either during your employment or subsequent thereto, divulge to any person any information relating to your employment or procedures or the affairs of the company which comes to your knowledge or you have access to, in the course of your employment hereunder, and should by its nature be confidential.

2. PRE- EMPLOYMENT MEDICAL EXAMINATION / MEDICAL SIGN OFF / POST SIGN OFF MEDICAL

- 2.1 **Pre-Employment Medical Examination (PEME) :** All seafarers are required to undergo a Pre-Employment Medical Examination, carried out by a qualified and approved medical practitioner appointed by the company, preferably prior to each engagement. Any mis-declaration of actual health condition during PEME, will result in termination the Employment Contract.
The scope and extent of the medical examination will be at the Company's discretion and as per flag state / ILO / MLC 2006 requirements for fitness to perform duties they are to carry out at Sea . Medical fitness also includes control of Body Mass Index (BMI).BMI can be calculated by dividing weight in KG by square of height in Metres i.e. BMI will be 31 for person of 95 KG weight/ 1.75 M height. BMI above 30 is considered obese thus it is not desirable for an active sea service.
- 2.2 **D & A test :** This test is carried out in accordance with international and industry accepted practices. All seafarers may be required to undergo a drug and alcohol test.
- 2.2 **Change in medical condition :** Prior joining ship, Seafarers are obliged to inform the company, if there is any change in medical condition, after completion of the Pre-Employment Medical Examination. Non-disclosure may result in rendering Employment Contract null and void.
- 2.3 **Validity of Medicals :** Medical Certificate shall be valid as mentioned on the certificate (maximum period not exceeding 2 years). Validity of medical certificate may be reduced if there is any material change in health condition due to sickness /accident or by reason of the specific duties to be



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performed. Medical Certificate should remain valid when person is onboard the vessel. Person may need to undergo medical examination abroad, if the medical certificates expires.

- 2.4 **Prescribed Medication / Existing medical ailment:** If any seafarer is using prescribed medication or has existing medical ailment or has fallen sick recently, then these facts must be declared prior joining, on the pre-joining medical form. Carrying any undeclared medicines onboard or Failure to disclose true status of health in the declaration form is likely to render Employment Contract / any insurance claim, null and void. Further such failure to disclose will make the seafarer liable for all cost and expenses incurred by the employer as a consequences thereof.
Seafarer who has declared an existing ailment to doctor , is obliged to carry prescribed medication / testing kit (e.g. Diabetes), for full tour of duty plus two months. The spare medication and testing kept should be kept in Ships medical chest. The medicines will be issued to Seafarer by the medical officer onboard at regular interval and record of monthly test shall be maintained in Seafarers Medical record book.
Seafarer with an existing ailment will be required to sign a Medical condition Concession declaration in a specified format, during the Pre-Employment Medical Examination.
- 2.5 **On-board Medical Care** – Company shall provide free of cost medical treatment , as per CBA, in respect of sickness & injury, whilst seafarer is employed on board. In order to maintain good health, seafarers are encouraged to engage in daily exercise onboard. The company encourages a precautionary health check, every quarter, by on-board medical officer (usually 2/O) which includes Blood Pressure, Heart pulse rate , body weight etc.
- 2.6 **Medical Signing Off** : When a person is repatriated on medical grounds, the Company shall provide medical care, for duration specified in the applicable CBA. Such repatriation is interpreted in two categories viz. Illness and Injury.
Master should advise all parties to ensure that the injured seafarer is repatriated with proper medical attendance which would include facilities such as Hospitalization / ambulance etc. until port of engagement.
Vessel must provide details as per AEI FPD 21A - Instructions to Seafarers Signing off on Medical grounds, to arrange suitable medical attention. Master must advise A copy of extract of log, FPD 08, Closing A/C of wages, any initial treatment rendered etc. must be sent to FPD.
For all personnel signing off on medical grounds, the company shall arrange airport pickup and overnight hotel stay on arrival India, to ensure that they get medical attention at the earliest. It is responsibility of the seafarer to meet the company appointed doctor, as mentioned in AEIFPD 21 A, prior proceeding home. During treatment period , Seafarers must comply with doctors' advice including visiting doctor on subsequent follow up date, as advised by the doctor.
Any delay in complying with above procedure may result in changes in the medical condition and also may arise to rejection of the claim as per PNI at a later stage. All claims shall be settled through company's PNI department.
In case of doubt please contact PNI Department at aei.pni@angloeastern.com .
- 2.7 **Blood test for Chemical Ships** : All Staff signing off from ships carrying noxious Chemicals or Ammonia are required to undergo a routine blood test (Complete Blood counts & Liver Function test), preferably within three days after signing off from the vessel. Ships where such tests are required will be notified separately. Seafarers should visit company doctor or get the test done as per our guidance at the nearest pathology lab and send the report to Welfare officer. The cost of test will be reimbursed by the company. The Company shall follow up with seafarer to complete the tests, however if a seafarer refuses to undergo such a test then it may not be possible to cover a medical liability related to carriage of chemical cargoes.



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3. PROBATION & RETIREMENT

- 3.1 **Probationary period** is 45 days on first engagement and on promotion, to next senior rank. During the Probationary period company may terminate the employment without giving any notice or reason. The repatriation within the probation period will be as per para 4.3 & 7.1.
- 3.2 **A seafarer's retirement** age shall be 58 years. Extension may be granted to deserving officers, at company's discretion .

4. CONTRACT PERIOD.

- 4.1 **Contract Period / Expiry Of contract** : The exact duration and Expiry date of the contract will be mentioned on the Employment Contract of each officer and rating, however for sake of guidance the general contract duration shall be as follows:

Rank	Dry Vessel	LPG / Tankers
Master/Chief Engineer	5 months	4 months
Chief Officer/2 nd Engineer	6 months	4 months
Other Officers / Engineers	7 months	6 months
Petty officers Ratings	9 months	9 months

Some Oil Majors are asking for minimum 6 months in rank experience for top four senior officers. Therefore staff who are being promoted to senior officers rank on Tankers / LPGC, may be asked to complete 6 months, during their first contract.
No person shall be allowed to serve onboard for more than 11 months.

- 4.2 **Extension of Contract** : Usually extension of contract period are not encouraged due to factors such as fatigue, complacency etc and same may not be accepted if relief is already lined up. Extension request must always be given on Form FPD-09, duly signed.
The person seeking extension of contract should be willing to stay upto one month beyond the 'new' contract completion date, as per clause 4.3. If extension is granted then cancellation of extension will be treated at par with early relief request. When Extension of contract is granted, Master & seafarer must endorse the Employment Contract for amended date of expiry of contract e.g. 'Period of Employment' could be amended to 6 months when 2 months of extension is granted for a 4 months of contract or new date of expiry could be mentioned.
- 4.3 **Relief window period** :In all cases, including when extension of contract is granted, the company has the option of relieving the seafarer within 30 days either side of completion of contract date, subject to operational convenience. The employment contract should remain valid at all times, while staff is onboard. Hence in exceptional cases, the company may request a person to extend the contract, without prejudice to any benefits applicable to him.
- 4.4 **Compassionate Relief** :The seafarer may terminate, without penalty, the employment agreement on shorter notice or without notice for compassionate reasons as per CBA (usually when spouse or for parents of a single person have fallen dangerously ill). At times, the port authorities ask for proof of such illness, in order to arrange entry or exit visa on emergency basis, hence please bear with us when we seek this information. Unfortunately most CBA do not allow for compassionate relief, in case of death of a family member.
- 4.5 **Early Relief Request**: Seafarer may request for early relief for Justifiable reason by submitting signed Early relief form FPD-09, 30 days prior the expected date of relief.
Our first priority remains to relieve people who have completed their tenure onboard hence unjustified early relief request may be denied and the matter will be considered as closed. Even when the early relief is accepted, it will remain subject to clause 4.3 & 7.4 of TOE.



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- 4.6 **Dismissal** : Services of a seafarer may be terminated, in case of violation of company policies (especially Drug & Alcohol , Environment compliance, assault etc) or gross misconduct. Whenever dismissal of seafarer is being sought from vessel, it must be supported by written warning letter / log entry against the person. This letter / log entry must be read out to the seafarer, and seafarers comments should be noted on it . This should also be signed by witness/es and the person whose dismissal is being sought. For ratings – kindly ensure that same is witnessed by other rating/s. In case of gross misconduct, the company may initiate the dismissal procedure as per relevant CBA / flag state rules.
- 4.7 **Resignation** : Resignation from service can be accepted when it is served with proper notice period of one month. The relief in such cases will be subject to clause 4.3 and all repatriation cost and related expenses will be on seafarers account.
- 4.8 The relief's between 20th Dec to 5thJan,are to be avoided due to non-availability of flights, holidays at consulates etc.

5. ACCOUNTS , TAXATION AND PAYMENT OF WAGES / ALLOWANCE

- 5.1 **Wages** and terms of payment onboard shall be as per applicable Collective Bargaining Agreement. Additional wages / benefits, if any, will be as agreed in the Employment Contract. All wages and monetary benefits mentioned herein, will accrue and paid on-board the ship.
- 5.2 **Accounts / Cash advance** : All accounts on board shall be in US Dollar except where the employment contract states otherwise and would be payable onboard every month, as per Employment Contract. Seafarers will be allowed to draw cash advance onboard. All deduction (cash advance, Bond / telephone expenses, Seafarer's Provident fund etc) being made onboard will be reflected in the portage bill of the month. Monthly statement of accounts will be provided to seafarers. When a seafarer signs off he shall be issued with a statement of Accounts and final pay off may be made in US Dollars or in local currency or by Remittance, as per circumstances.
- 5.3 **Seafarers Costs** :The seafarer are expected to bear cost of their own COC including medical certificate, seaman book, passport and other personal travel documents. The travelling cost to join a ship including fees for visa are borne by the company.
- 5.4 **Taxation** : The salary will accrue onboard the vessel and shall be paid on-board to seafarers in US Dollars, subject to government regulations.
Wherever applicable, seafarer will be required to provide a declaration that they have been (or will be) Employed outside India for more than 185 days during the financial year covered by Employment Contract and hence they should be regarded as 'non-resident' under the Income-tax Act, 1961. Consequently, in such cases of "Non-resident" seafarers where services are rendered outside India, the employer is not required to deduct tax at source from salaries.
To assess the time outside India, the Incomed tax authorities may not count days of arrival & departure from Indian and may also verify the employment duration from stamps on CDC.
Ideally all Indian seafarers serving on foreign flag ships, should be holding Non Resident External (NRE) bank account. FYI Person holding NRE account should not be holding any other "Resident" saving account , Public Provident Fund account etc
It is the Seafarers responsibility to deal with their personal taxation liability, including any expenses incurred for management of personal tax liability.
- 5.5 **Confidentiality of wages** : The Wages of each staff are confidential and any other staff should not be privy to this information. Officers wages are computed using set formulae and data in our system, which may be changed without notice. To maintain sanctity of Employment Contracts, all wage revision will be applicable only to the joiners, when new contracts are issued. Thus the wages will



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differ as per rank / seniority / date of joining / type / trade of ship. Masters should take appropriate measures to maintain confidentiality of wages, while portage bill is being signed.

5.6 **Commencement of wages** : Full wages shall commence on date or as per terms mentioned on the Employment Contract under ' Employment Contract valid from' column, which is usually on departure from India (or Port of Engagement if joining ship directly from outside India), as per scheduled flight departure timing given to seafarer, provided the seafarer "Signs ON" the vessel, as per planned schedule. Full wages, instead of Basic wages, are paid during travel to cover small incidental expenses incurred during travel.

If a seafarer is unable to 'Sign On' as scheduled or travel time between date of departure & 'Sign On' exceeds 3 days, then full wages shall start only from the date of Sign ON.

In such case, Travel wages consisting of Basic + Leave Wages + Subsistence allowance will be payable from date of departure till seafarer joins the vessel. However full wages shall be payable for Actual time spent for briefing in the Management Office / Owners office, outside India. This payment will be credited to officer separately by the Wage Accounting cell.

If Seafarer refuses or is unable, to take over the job responsibility then travel wages (Basic + leave + subs) shall be payable from departure India till return to India.

5.7 **Overtime :Officers** : The normal hours of work are as per CBA , usually 8 hours per day for 5 days per week. Hours worked over this are considered as overtime and are incorporated fully in the consolidated wages for officers. These are compensated by the amount paid as Fixed overtime. Officers do not need to maintain records of overtime worked. Fixed overtime is paid in accordance with the applicable CBA.

Overtime Ratings : Ratings are provided with minimum guaranteed overtime as defined in CBA and they are paid extra overtime if they work more than normal working hours (0800 to 1700 hrs) + guaranteed overtime.

The overtime rate for extra overtime , is defined in the applicable CBA for vessel, which is 1.25 x Basic hourly rate (Basic Wages per month / monthly working hours).

Monthly working hours are : Usually Weekly working hours as per CBA are 40 hrs x 52 week / 12 months = 173.33 hrs per month (or 190.66 hrs per month, for CBA of 44 working hours per week).

Thus for 109 hrs of Guaranteed OT, the extra OT is payable only if a rating works more than 173 + 109 hrs in a month i.e. more than 66 hrs per week. (or 70 hrs for CBA of 44 working hrs / week).

Keeping in mind that MLC requires that seafarers should be given one day rest in a week, unless required due to operational reasons or in an emergency. A rating will be working within Guaranteed OT, if he is working 11 hrs (or 12 hrs) per day, for 6 days of the week.

All ratings need to maintain records of overtime worked and get them verified by their respective department heads on every Monday to avoid any conflict / disagreement at end of the month. Gratis overtime should be strictly avoided at all times.

5.8 **Termination of wages:** Seafarer is entitled for payment full wages as per Employment contract, till sign off from the vessel. However to cover incidental expenses, Seafarer will be paid full Wages till arrival India or Port of engagement, as per planned schedule / flight timing given to the vessel, at the time of sign off.

Since the commencement of wages is not on basis of departure stamp on passport, the termination of wages is also not payable on basis of arrival stamp on passport or due to delayed flight unless the scheduled flights were changed by Company.

If flights have to be changed after sign off, wages for this period till arrival India , shall be as per CBA , which is usually Basic Wages + Leave wages + Subsistence allowance.

A Seafarer whose reliever has joined the vessel , but seafarer himself is unable to sign off due to immigration issues regarding him or his family, will be only entitled to Basic wages + leave wages + subsistence allowance, from the date sign off was denied till he arrive India.



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Due to legal obligations (Immigration, personal insurance, MLC requirements, RPS rules etc), Seafarers will not be allowed extra stay in port after signing off or allowed to deviate from direct travel to port of Engagement.

- 5.9 **Standby Allowances****: If Company has “specifically”, asked a Senior officer to wait for a New Takeover ship or for Matrix compliance, then he will be entitled for Standby Allowance, for waiting period ‘AFTER’ initial 15 days of completion of all formalities. Standby Allowance shall be payable at rate of Basic wages, for a maximum period of **7 days** , subject to following conditions :
- Ready to join on given date of availability, in full readiness with all documents and medicals.
 - Has not refused to join, any ship assigned to him or changed date of readiness with less than one month notice.
 - Had completed last contract to meet the requirements of Contract Completion Bonus.
 - Exact amount of Standby Allowance will be conveyed by wage accounting team .
- 5.10 **Re-Joining Bonus**** :Senior Officers who Re-join the company shall be entitled to ‘ Rejoining Bonus’, as applicable to their last vessel , provided they fulfil following conditions :
- Ready to re-join, on given date of availability, within 22 days (or max 30 days for Tanker or LPGC Master & C/E serving back to back) for each month served during last contract.
 - For purpose of rejoining bonus, the days spent attending courses at AEMTC will not be counted.
 - Had completed last contract to meet the requirements of Contract Completion Bonus.
 - The applicable monthly rates for re-joining bonus for service after 01.01.2016, are :
- | | | | |
|--------------|---------------------|---------|---------|
| | Bulk/ Container/ GC | Tankers | LPGC |
| Master & C/E | USD 250 | USD 350 | USD 850 |
| C/O & 2/E | USD 200 | USD 300 | USD 800 |
- 5.11 **Delayed relief compensation****: In case a seafarer gets delayed beyond one month after his Contract completion date, then he will be entitled to additional basic wages, for a maximum period of **7 days** , provided delay was not caused solely due to vessels schedule. For a person who has extended his contract the payment shall be made, one month after the amended Contract Completion date. Approval should be sought from FPD , prior making any payment.
- 5.12 **Superior Certificate Allowance** : An officer holding a Class 1 or Class 2 COC but serving at lower rank, will be entitled to Superior certificate allowance, **only if same is** mentioned on the Employment Contract.
- 5.13 **Contract Completion Bonus**** : Officers will be entitled to a Contract Completion Bonus, on completion of their contract onboard, subject to following terms :
- Officer should have completed his full contractual period onboard, as applicable to the Vessel i.e. if a shorter contract is agreed prior joining, then CCB shall not be payable.
 - Officer should not be signing off on disciplinary grounds or due to documents expiring within contract plus 2 months or poor performance records or insisting to sign off in an inconvenient port etc. Management's decision will be final in this regard.
 - For service on Tankers & Gas carriers, CCB will be paid at rate of USD 1000 per contract.
 - For ships other than Tanker & Gas carrier, CCB will be paid at rate of USD 600 per contract.
 - If wages payable as per applicable CBA, are more than monthly wages payable as per Employment Contract, then the difference between gross wages as per CBA and gross earning onboard during contract, shall be paid as CCB. In such case the CCB, shall be paid as pro rata, even if contract has not been completed.
 - CCB will be paid only through the closing account of wages onboard, subject to written approval from FPD.
 - The copy of approval message received from office, should be attached to the portage bill.



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- 5.14 **Loyalty Pay Scheme**** : Senior Officers serving on select pools, will be entitled for a Loyalty Pay , subject to following terms :
- Officers should be from the same pool and should have been renewing contracts in succession, for more than 3 years, with the COMPANY, in certified rank.
 - It is usually calculated from the date of first contract with the company, with maximum limit of USD 500 for Masters & C/E and USD 300 for C/O & 2/E.
 - If contracts are not renewed in succession (including a job ashore) then previous period of employment will counted at 50%.
 - The amount of Loyalty Pay mentioned on the employment contract, will be final.
- 5.15 **Training Allowance**** : Officers who have attended the non-mandatory in house training, can claim return fare upto a maximum of USD 200 per contract, on submission of actual travel invoice, when they join vessel. While joining, Outstation Officers will be entitled to maximum claim of Training Allowance, to compensate for boarding & lodging expense for actual number of days (with max limit of 15 days) of course attendance, as follows:
Master & C/E : USD 50 /day
C/O & 2/E : USD 40 /day
Other officers : USD 30/day
The above allowance will not be payable for officers who are local residents or if they have availed of the accommodation arranged by the company. Actual invoice of boarding & lodging expense, must be submitted to claim the training allowance.
- 5.16 **Winter Bonus** : Specific pre-defined ships**, which are regularly or exclusively calling ports in the St. Lawrence Region or designated Ice bound area, will be entitled to a Winter Bonus applicable to staff serving onboard between 01 October to 31st March, provided vessel is in ICE area during the month. Such designated ships will be notified separately and company's decision shall be final in this regard. If there is change of run of designated ships then this bonus shall cease from subsequent month. The amount of Winter bonus applicable shall be :
Master , C/E, C/O, 2/E : USD 300 p.m.
Electrical Officer : USD 150 p.m.
2/O, 3/E, 3/O, 4/E : USD 100 p.m.
This allowance is applicable to specific ships in regular service to designated area and is not applicable to a vessel simply because she calls the designated area, in winter time.
All Credit for this payment should be done by Shore side earning, hence please advise "wage accounting cell" when the designated vessel is trading in ICE area.
When vessel is trading in ICE bound area, the watch keeping certificate of all staff should be endorsed to state that during this period vessel has been in Polar Waters / Ice Covered area from (date) to (date) , in area bound by Lat / Long Such endorsement will help in obtaining "Polar Code" endorsement which becomes applicable from 01 Jan 2017.
- 5.17 **Old Tonnage / Special Allowance** : Certain ships will be applicable for Old Tonnage allowance or special allowance, which will be payable only onboard that vessel, as mentioned in Employment contract.
- 5.18 **QHSE Award**** : Performance of each vessel will be judged , every 3 or 6 months, as per criteria notified separately by QHSE Dept. Vessels who meet the criteria can apply for award, which will be as follows :
- For Ships up to 10 Years of Age
USD 150 to each of the 4 senior officers and USD 150 to the ship's welfare account.
- For Ships over 10 Years Old
USD 200 to each of the senior officers and USD 200 to the ship's welfare account.
- The awards are to be administered by QHSE Dept. A certificate shall also be issued to each of the 4 senior officers and the ship. The award should go to the persons who have spent the maximum time on board during the period.



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- Staff who have signed off must claim the monetary award prior joining next vessel **within a period of one year.** The QHSE award certificate will be reflecting on documentation checklist AEI-FPD 03.
- 5.19 **Vetting Performance Bonus for Tankers & LPGs**** : Performance bonus for vetting inspections is based on the review of vessels vetting KPI's , as per criteria notified separately by Operations dept. The amount of bonus shall be as follows :
Vessel age 0 to 10 Years = Master & C/E - USD 200 each; C/O & 2/E - USD 100 each
Vessel age 10 to 20 Years = Master & C/E - USD 350 each; C/O & 2/E - USD 200 each
Vessel age 20 and above = Master & C/E - USD 500 each; C/O & 2/E - USD 300 each
If vessel achieves "Nil" observation during a vetting then in addition to above, a bonus of USD 50 will be payable to all Junior Officers (2/O, 3/E, 3/O, 4/E, E/O) and Petty Officers (Bosun, Pumpman, Fitter & Chief cook) .
- 5.20 **Leave wages**** : Leave wages are usually payable at end of the Employment Contract, however unless specifically advised, the Leave wages shall be paid every month to all Seafarers.
- 5.21 **Catering allowance**** : Catering allowance of USD 125 / month, will be payable to Cooks, when they carryout complete provision accounting related to COMPANY forms / requirements. This allowance is **NOT** be payable to any staff when provision accounting is being carried out ashore.
- 5.22 **Laundry Allowance**** : For ships under AESM Contract, person carrying out washing of ships laundry i.e. bed sheets, towels, curtains etc, will be entitled for payment of USD 120 every month.
- 5.23 **Examination Bonus**** : When a watch-keeping officer or cadet serving on AESM Contract, reports back for successive contract, with a higher level of COC, within one year of signing off from the last vessel , he/ she will be entitled for an examination bonus of USD 1000, on satisfactory completion of 6 months of service onboard.
Leeway with regards time taken to report back with superior ticket could be given to candidates who have attended competency classes at AEMTC.
- 5.24 **Payment of Part Wages** :For wage calculations every month is considered to have only 30 days, however person serving till end of February, will be considered to have served for the full month. When an officer / rating joins or signs off in middle of the month, then the applicable wages for the month shall be calculated as follows, regardless of the actual number of total days in the month :
Part wage of the month = No. of days onboard x Gross monthly wages / 30 .
- 5.25 **Separate Accounting**: Occasionally additional staff (Cadets, Junior Engineers, Repair Team, Matrix etc) will be sent on board and a separate accounting code will be allocated for such staff. Please ensure that the portage bills and the victualling of all such staff on board is maintained under separate accounting codes.
- 5.26 **Uniform Allowance** : Company shall provide adequate quantity of working clothes to all seafarers. If more working clothes are required then same could be order under normal store requisition from the vessel.
All officers are being provided a uniform allowance and are required to wear uniform , while on duty, onboard the vessel. The standard uniform in the COMPANY is White shirt with epaulets (as per rank), with Black trousers and black shoes. Full blues and peak cap must be carried for all new Yard deliveries. When uniform is being provided by the company, the cost may be adjusted with uniform allowance.
- 5.27 **Trade Allowance / Seniority Allowance / Other allowance**: Trade allowance (difference between ITF or CBA wages & Gross wages being paid by the company), includes allowances for trade of vessel, type of vessel , seniority of officers / ratings etc. The trade allowance also includes extra



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payments which are part of CBA e.g. Seafarers provident fund, extra overtime for officers, difference between basic wages and other allowance etc. On a similar trade / type of the vessel, this allowance may increase as per seniority , as per prevalent company policies. Other ship specific allowances may also be paid, as per owners requirement, same will be mentioned on Employment Contracts. In case of Pnl cases, the CBA wages supersedes the basic wages mentioned on the Employment Contract.

- 5.28 **Hold / Tank cleaning allowance** : Certain CBAs allow for additional allowance for ratings, for Cargo Hold / Cargo Tank cleaning / Engine room tank , which requires extensive manual demucking, since these are considered part of Dirty work allowance. This allowance is NOT payable when ships crew has entered a cargo tank only for mopping etc. As a guidelines, this allowance should be applicable to a tank where Oil based sludge removal will take two people to work whole day inside the tank. This extra tank or Scavenge space cleaning allowance is not payable, unless same is mentioned in the CBA.
In order to avoid any dispute at later stage, Please advise Wage Accounting cell, about the details to make credit in the portage bill.
- 5.29 **Annual Performance Bonus****
Masters & Chief Engineers, who are able to deliver consistent good performance on, **specific pre-defined ships**, will be eligible for Annual Performance Bonus. The terms of APB, are as follows:
- APB will be applicable, once in a year for contracts completed between 01 Jan to 31 Dec, while meeting CCB (TOE 5.13) terms, for service onbd Gas Carriers , Suezmax or larger Tankers. The maximum amount for APB is upto USD 2000 per contract.
 - The Management office (Technical, Operations & QHSE dept) will set specific Performance Goals for each Master and C/E, prior their joining. Performance of the officers will be judged on the basis of same goals at the time of sign off, to decide the applicable amount of APB. About half of applicable APB could be earned if vessel had met QHSE award + Vetting award criteria + Planning of rest hours. The decision of the Management will be final, in this regard.
 - Amount of applicable APB will be advised to Master or C/E, on completion of their contract, but same shall be payable only in the subsequent year i.e. usually in block of two contracts. APB will usually be paid along with Re- joining Bonus, when person is joining in the subsequent year for next contract.
 - APB will not be payable if person leaves the company or active sea life, in the interim period.
- 5.30 **Great Lake Allowance** (GLA)**: The GLA is applicable , when a vessel calling Great Lakes crosses Iroquois lock inward or outward. An amount of USD 125 per crossing (i.e. USD 250 per trip to Great Lakes) is payable to Senior Officers, only when the vessel crosses Iroquois lock outbound (except if senior officer is signing off in lakes). Master must advise names of eligible officers and date of crossing Iroquois locks outbound to FPD -Mumbai. The credit for GLA earning will be given from shoreside and will reflect in the portage bill of the current or subsequent month.
- 5.31 **Short hand Pay** : short hand pay, where applicable shall be paid as per applicable CBA. It is usually payable when a seafarer is short as per Safe Manning Certificate.
- 5.32 **Cash advance** : Each seafarer is entitled to receive cash in USD / local currency, from the Master , for his actual wages earned onboard. Master to arrange this with the help of local agents.
- 5.33 **Pay slip** - Monthly pay slips are to be given by the Master upon request. Vessel where wages accounting is carried out ashore, such slips will be provided by auto format which should be printed and signed by the Master onbd.
- 5.33 **Salary certificates** : Vessels where wages are paid in USD, the salary certificate may be provided ONLY by the Master upon request as per below Format. Income Tax form 16 will be issued only for



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Indian flag ships, wherever applicable. Any such certificate cannot be issued by Mumbai Office, due to tax compliance reasons.

Salary Certificate

This is to certify that Mr. _____, nationality _____, CDC/PP No. _____, has served as _____ on board the _____, from _____ to _____.

During this period his total salary paid on board , outside India , was U.S. Dollars _____.

No Income-Tax has been deducted, based on declaration provided by Mr. _____ to the effect that he is a non-resident in India under the Income-tax Act, 1961

Master

MV/MT _____ Date _____

- 5.34 **Exchange rate for remittance** - The exchange rate provided to Indian nationals is a special rate, which is usually better than bank's official published rate (card rate) , on the transaction date. Details of exchange rate will be provided onboard.
- 5.35 **Wage Accounting Cell** : Wage accounting cell controls payment of all claims mentioned in the TOE and Employment Contract. Please do not add extra earning onbd (e.g. Great lake allowance, Winter Bonus, Examination Bonus, QHSE award, CCB, Vetting bonus etc) without written approval from wage accounting cell. Any unauthorised payment made could result in deduction onbd. In case of any query please send message to wage.acnt@angloeastern.com .

6. REMITTANCE TO FAMILY**

- 6.1 **Remittance free of Banking Charges** : All seafarers can give the salary collected onboard , back to Master, for remitting to their family. Only salary earned onboard as per Employment Contract / Portage bill can be deposited back to Master , for remittance. Any personal cash or other earning cannot be deposited back to Master for remittance. All seafarers are entitled for one Remittance (to remit part of the salary collected onboard) to meet their family expenses, from the vessel every month. This service is provided free of banking charges e.g. one regular monthly Remittance and one special Remittance for balance of wages. BOW Special Remittance request should be sent along with Closing Account of Wages (AE- Form ACC04 or UV Form 9.9). While approving the amount of monthly Remittance, Master must ensure that sufficient positive balance is maintained in each seafarers account, at end of the month, taking into account the expected on board deductions / cash advances / family fares expenses etc.
- On crew management ship, if remittances are made directly by shipowner, then this section may not apply.
- 6.2 **Banking Address & Amount:**
- Monthly Remittance to family , will be sent only to the bank details given in Employment contract. Ideally such account should be Non Resident External account in order to save taxation.
 - In order to arrange electronic transfer, the bank's IFSC / Swift code, beneficiary's account number / name must be absolutely correct. Company will not be responsible if Remittance is credited to wrong account due to incorrect details provided by staff.



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- c. Vessels will be sent Bank details in PDF with monthly XML. Master should send FPD 11 for any changes in the Bank details.
- d. If a person wants to send monthly Remittance to an alternate bank address then he will need to fill amount as Zero in XML or cancel the regular monthly Remittance and send FPD 11 which will be applicable only for that month.
- e. If any change is sought in amount of monthly Remittance or in the bank account details, then such change must be reflected on the employment contract, counter signed by seafarer and the Master. This is necessary to avoid non-compliance of Employment contract terms under MLC.

6.3 Regular Monthly Remittance Request:

- a. Vessel will be sent XML template as per amount mentioned on Employment contract. However the amount may be changed using XML before 12th of the month.
- b. Office will send XML files to all ships by 5th of the month for all staff who are onboard as on 1st of the month. No new names can be added to the list, however first Remittance of new joiners between 1st to 15th will be sent as per details given by them in employment contract. Please do not put any Remittances for off signers between 1st to 15th in XML as it will be automatically excluded from final PDF generated on 17th.
- c. Ships are required to send the XML file with corrected Remittance amount (or even if there are no corrections) to shipsacct@angloeasterngroup.com, by 12th of the month. Since XML file can be sent only once, please check carefully before responding.
- d. Please do not write any text, send any attachment or change the format (zip etc) while sending XML, since in this case the message will be disregarded. Vessel will receive auto acknowledgement once the XML is accepted in the system.
- e. People onboard who would like to send Remittance to different account will need to fill Remittance amount as Zero in the XML and send a separate FPD 11 on 24th of the month, marking it as regular Remittance. Joiners after 24th of the month cannot send any Remittance for that month.
- f. Remittance has to be requested within the same month and no offset will be allowed. Any second Remittances in the month is subject to Bank charges of USD15/-

6.4 Confirmation of Monthly Remittance:

- a. On 17th of every month, vessel will get PDF file with full Monthly Remittance details being remitted for the vessel. PDF will be sent even if XML has not been received from vessel.
- b. The above PDF will include details of all staff onboard including those who have joined till 15th. Any person, including a new joiner, whose name is not reflecting in this PDF file due to system error, can send a free special Remittance using separate FPD 11, till 24th of the month.
- c. All deductions onboard must be carried out as per the above PDF Remittance list and Remittances requested through FPD 11 during the month
- d. No Corrections are possible to Remittance PDF however wrong Remittance may be cancelled. For sending a cancelled or missing Remittance, FPD 11 should be sent to aesmiacc@angloeasterngroup.com.

6.5 Cancellation / Confirmation of Monthly Remittance.

- a. If Remittance amount or bank details in PDF are wrong or person is signing off without sufficient balance, then vessel can cancel any Remittance by sending mail to aesmiacc@angloeasterngroup.com, till 22nd of the month.
- b. Remittance can be considered as cancelled only after accounts department confirms that same has been cancelled.
- c. Account department will send the remittance advice slip (except where wages are paid in INR) and applicable exchange rate details to all ships, by early next month. In case of any doubt, please send your query or complaints to aesmiacc@angloeasterngroup.com

- 6.6 **Special Remittance** :Special Remittance request should be sent in specified format to aesmi.acc@angloeasterngroup.com with copy to aefp.hkg@angloeasterngroup.com. Banking charges (abt USD 15) will be payable for special Remittances and after processing it takes 10



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workings to deliver amount in seafarers account. The special Remittances are processed twice weekly, on Tuesday & Friday.

- 6.7 When opening Bank account, please do not give office address / Email ID as your mailing address, to avoid misplacing important communication and documentation from the bank.

7. TRAVEL : JOINING / REPATRIATION

- 7.1 **Port of Engagement** :For the purpose of Employment Contract, Mumbai (or as mentioned on employment contract , as per country of Origin) shall be the port of engagement. The company shall provide for all travel arrangement from / up to the port of engagement, free of cost to the seafarer. Any expense incurred for travelling in-between home town and Port of Engagement (including for medical, Briefing etc), will be on Seafarers Account. Full wages are paid during travel (Ref TOE 5.6), instead of only basic wages, to cover small incidental expenses incurred prior joining and during travel to join the vessel.
- 7.2 **Branch Offices** : At sole discretion of Company, travel may be allowed from / upto one of the branch offices of the company.
- 7.3 **Senior Officers** : For Senior Officers, the Company may arrange Repatriation to their declared hometown / nearest suitable airport by Flights. However if connecting flights are not available, then only 2nd AC Train / Public transport fares, from nearest airport to hometown will be reimbursed. If in lieu of Public transport, a private taxi etc is used , then maximum reimbursement will be limited to INR 2000, subject to production of proper receipt.
- 7.4 **Own Expense** : If the contract is terminated early due to Seafarer's request (clause 4.5) or on disciplinary grounds then the seafarer shall be liable to pay for full repatriation expense. If less than 50% contract is completed then seafarer may have to reimburse all related costs such as Flag License, applicable exit visas , specialized in-house training etc, which were incurred on behalf of seafarer.
- 7.5 **Hotel accommodation** : Suitable Hotel accommodation will be provided, if there is long haul flights (e.g. Cross Pacific / Atlantic), especially if time for handover/takeover is less than 24 hours. If an officer arranges for a suitable Hotel accommodation, on his own cost, due to sudden delay in flight etc, then reasonable expenses can be reimbursed onboard.

8. PERSONAL BAGGAGE/ BAGGAGE LOSS

- 8.1 **Baggage Allowance**: The baggage allowance for a seafarer travelling by air, inclusive of airline allowance, will be as per CBA (usually it is 30 kg), from & upto Port of Engagement. Any excess baggage charges will have to be borne by the seafarer. For flights to North / South America, the airlines may allow only one bag of 23 Kg, hence extra checked in baggage should be avoided.
- 8.2 **Loss of Baggage during travel**: The company shall not be responsible for loss of baggage during joining / repatriation travel. All crew are requested to file the Property Irregularity Report (PIR), with the respective Airline as soon as any baggage is found missing or damaged. Copy of PIR, boarding pass & baggage tags must be maintained with you , till baggage is located. Usually airlines provide ad-hoc financial help , to meet immediate need in such cases. However if any additional assistance is required, AEI-FPD office must be informed.
- 8.3 **Loss of Baggage onboard** : The compensation for loss of baggage onboard the vessel, shall be as per applicable CBA. Any cash or jewellery etc are usually not covered in such cases.



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9. PROVIDENT / PENSION FUND

- 9.1 **Officers** The company's contribution of five percent (5%) of basic wages is being paid on board every month, **as per Employment contract**. THE PF contribution is as per applicable CBA and is usually not applicable to Trainees. Due to taxation reason, company cannot contribute this amount to a Pension Fund in India, however it is recommended that officers should invest this amount under "New Pension Scheme", which has been promulgated by Govt of India.
- 9.2 **Ratings**
For ratings employed under IBF /CBA or Non FOC NUSI agreements the Master is to deduct the crew's PF contribution through the shipboard wage statement. The crew's contribution along with the company's contribution is deposited directly with the commissioner for Provident Fund, Mumbai, by the Company. Evidence of such payment is available with the office for seafarers to verify.
- 9.3 Company is contributing Provident Fund for Seafarers, as per respective CBA. Seafarers who have served on JSU CBA or Singapore Flag ships, can claim their PF directly, after retirement. To check status of your PF account for JSU CBA, please visit www.Jsu.or.jp Or send email to iss@jsu.jp. To check PF status for Singapore flag ships , please visit www.ispf.org.sg .

10. AVAILABILITY FOR JOINING.

- 10.1 **Availability** : The date of expected availability of staff will be automatically updated as per time served onboard (22 days per month for officers and 13 days per month for ratings / trainees). This approximate date of availability will be communicated by e-mail to seafarers once they sign off. Insurance cover provided by company, after completion of contract will lapse if seafarers delay their expected availability beyond this date.
- 10.2 **Change in availability** : All seafarers can change their date of availability, by giving one month notice sent by an e-mail to the respective pool (bulk.pool@angloeastern.com OR tnkr.pool@angloeastern.com OR liner.pool@angloeastern.com OR bng.pool@angloeastern.com OR gc.pool@angloeastern.com OR aetm.pool@angloeastern.com) OR aecm.pool@angloeastern.com.
- If seafarer is not ready to join on given date (ref TOE 10.4) or refuses to join the allocated vessel, then the availability date may be changed by office for minimum notice period of 30 days, with an e-mail advice to Seafarer about the change in availability. The availability date can be changed in slab of 15 days, hence the minimum change in availability date will be 15 days and at times the new date may slightly differ from the date given by seafarer.
- 10.3 A seafarer may send any query regarding placement etc on above e-mail address.
- 10.4 **Readiness** : It is expected that seafarer will be in full readiness with necessary personal documentation (Passport with 3 blank pages, COC, CDC, DCE etc), 15 days prior given date of availability, since ships schedules can't be predicted. If a seafarer is not in full readiness 15 days earlier, then his date of availability may be changed. Indian Seafarers must check that their training details and sea service details are correctly updated in the Master Checker on DGS website, prior joining.

11. FAMILIES ON BOARD :

- 11.1 **Privilege Entitlement** : Officers have privilege to carry families on board subject to the following conditions :



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- 1) The operational requirements of the vessel, permission of the Master / Management Office and Owners.
 - 2) The availability of accommodation, approved L.S.A. capacity and availability of suitable (child) life jacket / immersion suits onboard. Generally two berths shall be kept vacant for Pilots / Owner's representative.
 - 3) This facility is available only for wife and children of the officers and only senior officers may be allowed to join with family, subject to owner's policy.
 - 4) Minimum age of child, subject to owner's requirement, shall not be below 12 months on coastal / short liner trade and not below 18 months on other vessels. Child above 16 years of age shall not be permitted.
 - 5) 2nd off, 3rd Eng, 3rd Off and 4th Eng are not allowed to carry children.
 - 6) Only Master & C/E are entitled to carry family for full contract. All other officers are entitled for this privilege for maximum of 3 months in a contract.
 - 7) All families are expected to follow master's / company's instruction while onbd and should refrain from visiting officer's place of work during working hours.
 - 8) Company will provide free victualling to the family provided family does not ask for any special food and all guidelines of this section are complied with.
 - 9) It is responsibility of officer to sign off his wife, as soon as it is realized that she has conceived onboard.
 - 10) If Owners or COMPANY need to place any supernumeraries, superintendents or repairmen etc for the ship's business or any change in policy, then officers may be asked to sign off their families, without notice. All costs in such case shall remain on officers account and officer shall not insist on signing off in such cases.
 - 11) The formal request for family carriage shall be made in specified format wide FPD 10 and company's decision in this regard shall be final.
- 11.2 **Responsibility of Family** :The family shall get in touch with AEI-FPD office to complete required documentation, formalities and visas. Many consulates have started refusing visa, if wife's passport is in maiden name, thus newly married officers should get the wife's name corrected accordingly. Full instructions for family joining requirement will be provided vide form AEI-FPD 18 .
- 11.3 **Visas** : As per Vessel's trading pattern family must hold USA, UK, Canada, Brazil, Argentina , Nigerian, Schengen or other visas as appropriate. We provide details of agents who are very experienced and efficient in obtaining the above visas and have enough staff available to apply many visas simultaneously. Our office will co-ordinate in processing visas at earliest. In many cases the port agents charge a fee for sending Visa invitation letter (abt USD 100) and this will be payable by officer even if visa is rejected or short duration / wrong type of visa is issued. Company will assist all seafarers in obtaining visas for their family but cannot guarantee release of visas in time, thus families are free to use own resources if necessary.
- 11.4 **Medical Examination**: Family will have to undergo medical examination to certify fitness for travel at sea. New medical rules may require families to undergo a DG approved medical.
- 11.5 **Medical Insurance** : Families are required to take overseas Medical insurance for their stay onboard the vessel. It is the duty of the officer to ensure that the insurance of his family remains valid during the entire stay on board ship, for good order sake we request the officer to intimate us at least 15 days prior the expiry date of the insurance cover so that same can be arranged to be renewed from our end.
- 11.6 **Indemnity Letter** : Prior joining family will have to sign an Indemnity letter in specified format.
- 11.7 **Signing On Articles** : Families will be signed on the articles of the agreement as 'Supernumerary' only. The guidelines as per the vessel Flag should be followed.



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- 11.8 **Air fares Costs / Deductions** : The company can arrange Seamen Fare for Wife & children, joining the vessel. The Seamen fare may be slightly expensive and are available only for adults, hence no discount is available for children. The advantage is that Seamen fare allow, multiple changes in flight as per vessel's schedule, extra baggage allowance and can be purchased on credit through travel agent. Excursion fares available on internet can be cheaper at times but fare has to be paid immediately on booking and refund (in case of any flight change) could take months. Officers are free to book the excursion fares for family joining on their own or take the ticket through the company. In case the airfares are booked by the company, the deduction advised by the company, will be final.
- 11.9 **Liberian CDC** :If joining a Liberian flag ship, Company could assist in applying & getting Liberian CDC for Supernumeraries (Wife & Child), which could help in avoiding immigration penalties at times, subject to prevailing rules. The cost of same will be borne by the Seafarer.
- 11.10 **Agency Cost** : In order to avoid any belated expenses being charged for Joining / repatriation of families on board, all officers are requested to settle the agency charges directly with agents. It is best if a receipt of money paid to agent is taken, with following details : name of supernumerary , port , date, name of agency and details of expenses (taxi charges, immigration fee, handling charges etc) so as to avoid double billing by the agent. This receipt may be counter signed by Master onboard.
- 11.11 **Immigration Fines:** When there is any immigration problem / case , due to family not holding relevant visas, then officer may have to retain upto USD 10000 to pay the fine. If the case is not settled, prior signing off date of the officer, then the above deposit will have to be retained even when officer is signing off.
- 11.12 **Joining Expenses** : All expenses which are incurred for family joining i.e. visa fees / insurance charges / visa invitation fees / medicals etc must be settled prior family joins the vessel. For our internal accounting system company we would request the officer to clear all such dues within the same month of joining. Therefore if officer has not joined, he will be expected to settle accounts directly with company / visa vendors and if he is on board then he may have to settle such expenses by month end, even if family is yet to join.
- 11.13 **Sign off restrictions** : Families are not allowed to sign off or to go ashore in few countries e.g. South Africa, Japan, Fujairah etc. Officers should arrange to sign off the family in earlier port or extend their contract to stay till next port, if vessel is calling such countries.

12 FREE TRAVEL PASSAGE FOR WIFE.**

- 12.1 **Entitlement** :Master and Chief Engineer serving on AESM contract, will be entitled to one return economy class air ticket for their spouse, on completion of every block of twelve (12) months of sea service. A maximum of USD 600 one way shall be paid by the company under this privilege.
- 12.2 **Procedure:** To avail of free passage, as a standard procedure, FPD-10 – Request for family carriage shall be accompanied by request for approving the free passage, in the same form itself. On approval, wife's air travel expenses will be adjusted against the sum allowed.
- 12.3 Please note, no cash reimbursements or adjustments would be provided & Company's decision shall be final, in this regard.

13 VICTUALLING ONBOARD **

- 13.1 Company shall provide free of charge food to all seafarer whilst on board.



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- 13.2 **The Victualling allowance** onboard will be USD 7.5 per person per day.
- 13.3 **Monthly Mess committee** meetings to be held for review / Suggestions regarding food / Provisions onboard (SBP 201A 20.3). Mess committee will be responsible for managing the food onboard within the victualling budget. The mess committee report should also include details of Staff Welfare account ref TOE 15.2 and Social Sunday ref TOE 15.14 .
- 13.4 Due regard should be given for religion / customs of staff on board while ordering / preparing food on board.
- 13.5 **To avoid wastage**, it is essential that provision stock onboard does not exceed USD 15000 (or 3 months stock), at any time. Permission of Office must be taken when ordering provision worth more than USD 10000 (2 months stock) within a calendar month or when new purchase will result in stock in excess of 3 months requirements. Masters will be held accountable, if these guidelines are not complied with.

14 UNION MEMBERSHIP BENEFITS & FLAG LICENSES

- 14.1 **Union Membership:** All other benefits related to various claims are as per applicable CBA , which is signed with relevant MUI or NUSI union. These CBA are applicable only to Union members hence all seafarers are encouraged to take membership of the applicable Union.
- 14.2 **Membership Medical benefits :**The unions also reimburse major medical expenses of seafarers and their families, through Maritime Floating Staff Welfare Trust, which is funded through contribution from the company.
- 14.3 **Membership fee:** In order to facilitate payment of membership fee, all our offices will accept payment by cheque in favour of ' Maritime Union of India- Mumbai'. Officers name , rank, vessel & preferably the membership number, must be mentioned at back of the cheques.
- 14.4 **Flag License:** The company shall apply for relevant flag license, on behalf of all seafarers. The provisional Flag State Licence will given to each seafarer prior joining and if same is likely to expire onboard then AEI-FPD Office must be notified at least a week prior arrival next port.
- 14.5 **Flag License Fee:** The company shall bear fee for all flag licenses applied for hence the Flag State Licence Endorsement, shall remain property of the company. It will be handed over to seafarer after his completion of tour onboard. If an Officer fails to complete his assigned tour of duty then he will be liable for the cost of such endorsement/ licence.

15. STAFF WELFARE ONBD - RECREATIONAL FACILITIES / SOCIAL SECURITY.

- 15.1 **Social Security / Compensation :** As per applicable CBA, all seafarers are entitled to the following Social security Benefits : Medical care on-board, sickness wages , Old age Benefit in form of Pension or Provident Fund or Gratuity, Employment Injury wages, maternity benefit, invalidity / Disability benefit, Survivors' benefit / Death compensation. The company also contributes every month to the Seafarer Welfare Fund Society (SWFS) , for every seafarer onboard.
- 15.2 **Staff Welfare / Library Fund**:** Company shall contribute policy an amount of USD 150 every month for staff welfare / Library fund, which be used to fund welfare activities onboard, including arranging get together to celebrate birthdays / festivals etc. The details of expenses and activities / suggestions shall recorded in the Mess Committee meeting and displayed on ships notice board. All



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staff have a right to know about the utilizations of funds and their opinions must be addressed judiciously.

- 15.3 **Magazines** : Reasonable quantity of Indian Magazines & periodicals will be provided free of cost to each vessel, through ship's mail and joining crew.
- 15.4 **News Bulletins**: The company shall provide daily news bulletins to vessels, subject to owner's approval.
- 15.5 **Movies**: The company shall assist in procuring Movies and other entertainment equipment, purchased through Staff welfare contribution made by the company. Only original and copyright movies / audio visual media will be supplied onboard. Latest Hindi movies released during the month will be sent by the company, if no specific request has been received.
- 15.6 **Telephone Facility** : All seafarer shall have reasonable access to telephone facilities on board. Timing for access to Ship's terminal shall be solely on discretion of the Master.
- 15.7 **E-mail onboard** :The company shall provide free e-mail service to seafarers , subject to owners approval. File attachments are not allowed and staff should avoid misusing the facility. Timing for access to Ship's terminal shall be solely on discretion of the Master. The facility will not be provided whenever it is considered that it would interfere with the operation of the Vessel.
- 15.8 **Personalized E-mail** : Company allots personalized e-mail address to all officers, to keep in touch with us and latest updates. The course schedules, feedback and debriefing report (as applicable) are also sent on your email account.
- 15.9 **Indoor Games / equipment** :Company shall provide exercise equipment / indoor games / board games / other equipments, for Staff welfare at the time of take over. Requisitions could be raised from vessels also.
- 15.10 **Concierge Desk** : Company shall provide personalized assistance to seafarers thru a concierge desk, being operated at welfare department. Currently concierge desk is providing assistance for delivery of flowers / cakes / presents etc, by providing a payment gateway.
- 15.11 **Medical care** : Company shall provide suitable facility for first aid medical care and Radio Medical advice onboard. Seafarers are entitled to visit doctors / medical facilities ashore, as necessary.
- 15.12 **Wellness onboard** : Company provides reading, audio-visual material for stress Management onboard. Senior Officers / Dept heads are expected to interact, identify / report and deal compassionately with any person who is observed to be stressed / under depression. Special attention to be given with this regard, to Trainees. Company also provides regular "Health Alert" for specific staff onbd who are in need of specific care due to an existing ailment.
- 15.13 **Relief Status Alert** : Every 15 days, the company provides alert about relief status of people due for relief within next one month.
- 15.14 **Social Sunday** : In order to increase social interaction / emotional bonding among all staff onboard, Master & Chief Engineers should organise atleast a two hours social break once in a week. Ideally this could be celebrated as Social Sunday from say 1200 to 1400 hrs involving all on-board. Team building games, indoor games competitions , celebrating birthdays / anniversary together are arranged during this social break. Record of social Sunday celebrated should be kept in the Mess Committee Report, for future references.



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- 15.15 **Privacy in communication** : Each seafarer is entitled to maximum possible privacy while communicating using the ships on telephone equipment or e-mail facility.
- 15.16 **Seafarers Counselling helpline**: A dedicated helpline “NUSI SAHARA” , has been started by NUSI and it is operated by professional counsellors. Seafarers and their family can contact directly and , without charge at 180-030-026145, to talk the Counsellor, where details will remain confidential. The Skype version can be downloaded by searching for ‘NUSI Sahara’ . This helpline can be used by all Seafarers who are stressed out and feel the need to talk to independent Counsellor.
- 15.17 **Rest Hour Monitoring Cell**** : A dedicated cell for monitoring rest hours is operated from Mumbai Office, which provides guidance to ships based on reports Rest Hours Monitoring System (RHMS) . All vessels are encouraged to participate in monitoring by replicating RHMS data on weekly basis. If any vessel has not received the initial message from RH Monitoring cell then please send an email to monitoring.bom@angloeastern.com.
- 15.18 **Anglo-Eastern Mariner App** : All seafarers are encouraged to download the Anglo-Eastern APP, from Google Play store or Apple store, by searching for Anglo-Eastern. App can be installed only on one phone and secure password is sent to registered email ID of the seafarer. The primary purpose of the APP is to provide the summary of information e.g. Profile ,Seminars / courses booked, Availability date log, list of expiring documents, planned vessel / medical details, flights & agents details, events, latest vacancies etc.

16. STAFF WELFARE ASHORE - INSURANCE / MEDICAL BENEFITS

- 16.1 **Insurance after completion of Contract** : All Indian Officers and ratings, residing in India, are covered by an Accidental Death Insurance after successful completion of contract, provided they meet availability criteria as specified clause 10.1 of TOE. The sum assured is Rs. 5,000,000 for senior officers. Rs. 2,000,000 for other officers and Rs. 1,000,000 for ratings. The insurance will be payable subject to Insurance company rules.
- 16.2 **Medical Insurance**: To provide medical care, all Indian officers, ratings & their immediate family (wife + max 2 Children), residing in India, are covered under a Group Medical insurance scheme for Hospitalization cover, provided they meet availability criteria as specified clause 10.1 of TOE. The sum assured is Rs. 300,000 for senior officers and Rs. 200,000 for other officers and ratings. We have cashless & reimbursement facilities, but seafarers need to ensure that their family details (wife + children) are correct with us. The E-Cards for using the facility can be generated directly from internet hence photographs are not required at our end. Details of insurance are available on www.homewardbound.in, are subject to Insurance company rules.
- 16.3 **Guest Houses** : The company may provide limited number of Guest house facility in Metros, in order to provide clean and hygienic meals / safe boarding to staff who are attending courses or waiting to join ships.
- 16.4 **Employee Referral Scheme** : To nurture and sustain our growth we continue to add deserving officers to our team. Please feel free to refer your batch mates, friends, relatives to join your esteemed league. A honorarium of USD 200 will be presented for every senior officer that is selected and joins us with your referral.
- 16.5 **Family Get together & Seminars** : Company shall arrange get together / Seminar for staff and their families , in all major cities where our staff are residing.
- 16.6 **Family Magazine / Web community** : Homeward bound is an in-house magazine where contributions from the staff and their family are published to create a close knitted community. The



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web version, www.homewardbound.in provides a platform for the staff and families to share experiences / achievements and also to promulgate important information from the company.

- 16.7 **Loyalty Award:** The company has instituted a Loyalty Award for senior officers, to recognize and appreciate uninterrupted successive contracts for 15 and 30 years, onboard company managed ships. If contracts are not renewed in succession (including a job ashore) then previous period of employment will counted at 50%.
- 16.8 **Jobs Ashore :** Company is committed to provide suitable shore based employment to senior officers, serving in the company, subject to suitable openings. Interested senior officers, can send their updated CVs to aeifpd.hr@angloeasterngroup.com. Please highlight area of your expertise (QHSE, TECH, OPS, FPD, TRNG etc) , so that HR dept can follow it correctly.
- 16.9 **Anavi / Social responsibility :** Wives of officers serving with Anglo-Eastern support a Social service entity – ANAVI, has been doing a lot of good work to help and enrich lives of the underprivileged people , especially for children and people residing in old age homes. ANAVI has now spread its presence beyond Kolkata and into Mumbai, Chennai, Kochi and Dehradun. All the activities of ANAVI can be read about in detail on their website: www.aesm-anavi.org . All staff are encouraged to participate in social activity within their area. Please contact anavi.committee@angloeastern.com for details.
- 16.10 **Welfare Department :** Company shall have a dedicated welfare department to ensure that all aspects of Seafarer Welfare are attended promptly. Any complaints regarding non compliance of Terms of Employment /CBA or suggestions for improvements / additional benefits, could be addressed to Welfare Department at "welfare.bom@angloeastern.com".

CAREER GROWTH / PROMOTION CRITERIA**

- 17.1 **Career Growth:** The company provides a clear career growth path to all seafarers. For every suitable opening, the first preference is given to seafarers who are currently serving with the company and meet the criteria for promotion to next level. Only if in-house promotion is not possible, then suitable person from outside may be recruited.
- 17.2 **Certification & Experience requirement :** A person holding superior certificate for next rank, will always be preferred over person not holding Superior Coc. To qualify for promotion, the standard sea time required on similar type of ship / Engine is :

Promotion to Rank	Standard sea time required to qualify for promotion*
Master or C/E	30 months as C/O or 2/E, including 6 months with Class 1 Coc.
C/O or 2/E	6 months as 2/O or 3/E and total sea time of 24 months as WKO or WKE.
2/O or 3/O	12 months as 3/O or 4/E.
Bosun	36 months as AB.
AB or Oiler	18 months as O/S or Wiper and total 24 months as deck / engine rating.

*In exceptional circumstances the sea time requirement may be reduced on dry cargo ships. On tankers / LPGs the seetime required will usually be 25% higher due SIRE Matrix requirements.

- 17.3 **Competency & Performance requirement:** Person should have completed competence requirement under Training log for promotion to next professional level OR Tasks given in Competency Management system for Tankers / LPGC (Ref TOE 20.6). Further person should get at least two successive Appraisal reports recommending promotion from two different Masters or C/E or Suptd.



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17.4 Training & Briefing requirement: Person should have completed in-house training for promotion to next level, as per details given below, ideally within one year prior promotion. For promotion to Master or C/E, officers will need to undergo one week briefing in the office.

Promotion To Rank	Course / Training Requirement for promotion to next level
Master	Command Course + Commercial Knowledge Course + Weather routing + Bridge team management level 2 + Safety & Quality : Total 17 days.
Chief Officer	Bridge team management level 2 + Deck machinery maintenance + Occupational & behavior based safety + Risk assessment + Shipboard safety officer + Accident investigation + Safety & quality + relevant Cargo Safety : Total 22 days
2nd Officer	Bridge team management + Occupational & behavior based safety + Risk assessment + Accident Investigation + Shipboard safety officer + Safety & quality: Total 15 days
3rd Officer	Bridge team management level 1 + Safety & quality + Special course for 3 rd officers + Planned maintenance system + Port state control - Total 15 days
Chief Engr	Machinery maintenance skill enhancement module 4 + E/R Emergency management + Instrumentation & Control + MARPOL & environment management system + safety & quality - Total 18 days.
2nd Engr	Machinery maintenance skill enhancement module 3 + Occupational & behavior based safety + Risk assessment + Shipboard safety officer + accident investigation + Safety & quality + MARPOL & environment management system : Total 16 days
3rd Engr	Aux. diesel engine maintenance + marine electricity module 1(6 days)+ Safety & quality (3 days)+ MARPOL & environment management system (3 days): Total 18 days
4th Engr	Planned maintenance system + Machinery maintenance skill enhancement module 2 + Safety & quality + MARPOL & environment management system : Total 14 days
Elec Officer	Instrumentation & Control + marine refrigeration and air conditioning +: Adv marine electricity module 2 + Marine Electronics module 4 + Basic hydraulics + Environmental awareness+ Safety & quality: Total 23 days
Bosun	Seafarer's Enhancement prog (SEP), Adv. Skill Enhancement - Deck, Seafarer's Education & Awareness prog . Total 8 Days
AB	Safety Skill Enhancement, Steering Test (11 D)
O/S	Crew Safety, Crew Maritime English, Marine English Test, Workshop Skill Upgradation Course (46 D)
Oiler	Marine English Test, Crew Safety ,Safety Skill Enhancement (12 D)
Wiper	Crew Safety, Crew Maritime English, Marine English Test, Skill Enhancement (79 D)
CHCK	Marine English Test, Trade Test, Adv food Safety & Hygiene Course (4 D)
Messman	Crew Safety, Crew Maritime English, Marine English Test, Trade Test, Culinary Skill Enhancement Prog. (56 D)
Fitter	Marine English Test, Trade Test, Fitter Skill Enhancement (16 D)
Pumpman	Marine English Test, Trade Test, Pumpman Skill Enhancement (16 D)

17.5 Promotion & Special Ranks for Officers : Officers will be advised once they have qualified for promotion to next level. At times such a person, may be allowed to join with a designation of higher rank as an additional officer (e.g. Additional Master or C/E), so that he under understudy the higher rank while performing duties of current rank (i.e. C/O or 2/E). Similarly, at times an officer may be placed at junior level , in addition to the Safe Manning requirement of the vessel, as a Junior officer Watch Keeping (JOWK or JEWK), to assist existing watch keeping officers.
 In such cases all the job responsibility in company SMS manual and benefits under this TOE / CBA, will remain as per the existing rank (i.e. C/O in case of Add Master and 4/E in case of JEWK) of the officer.



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The actual promotion to higher rank is subject to suitable opening, availability of officer at time of requirement, matrix requirement of the vessel and continued good performance of the officer.

17.6 Special Ranks for Petty Officers / Ratings :

At times, a person with some work experience may be placed as APOR (Asst Petty Officer E/R) to assist E/R ratings, while he gets exposure to the job of Fitter, under guidance of Engine officers.

18. TRAINEES

18.0 Selection of Cadets & Junior Engineers

- a. COMPANY selects candidates for undergoing the Graduate Mechanical Engineering and Diploma in Nautical Science courses at the Anglo Eastern Maritime Academy (AEMA), twice in a year.
- b. If you would like to refer your family, friends, relatives, etc, kindly advise the candidate to visit our website www.angloeasterncollege.com for the eligibility, application , selection process & Frequently Asked Questions.
- c. Candidates can submit an online application by clicking '**Apply for Online Test**' which is under the '**Quick Links**' Section for the position of a Deck Cadet or Junior Engineer. The candidate will receive a response on email within 2 working days on the status of his application and further processes.

18.1 Selection of Trainee Seaman

In order to ensure that we have better quality of trainees at each level, we either sponsor or recruit from designated training institutes. Thus we will not be able to entertain Trainee who have completed Pre-Sea Training from non-designated institutes, only exception being son of seafarer working with us, subject to certain additional training. The details of currently shortlisted institutes are :

- a. For Deck & Engine Trainee Ratings (DTSM & ETSM) : T.S. Rahaman Mumbai & NUSI Goa. Campus interview will be carried out at these institutes as per company's requirement .
- b. For Saloon trainees (STSM) & trainee cooks : T.S. Rahaman, NUSI Goa. Campus interview will be carried out at these institutes as per company's requirement .
- c. Those who are interested in recommending a suitable candidate, must send the details / CVs to careers.sea@angloeasterngroup.com .

18.2 On Board Training Procedures

- a. COMPANY invests heavily in training of huge number of Deck / Engine cadets to ensure its future supply of competent and valuable officers.
- b. To ensure above it is essential that shipboard training is carried out strictly in accordance with their Structured Shipboard Training Programme, to allow them to complete tasks and projects laid down in their CRB/TAR books.
- c. Instead of allotting repetitive (especially menial/ laborious / secretarial) tasks, which restrict new learning, cadets should be given tasks as per CRB / TAR books, Meets STCW modules. Their record / project books should be inspected and signed at regular intervals correctly, since officer signing the books may be called by Flag state for verification.
- d. Atleast 4 hours of Bridge / Engine room or Cargo watch keeping time must be allotted every day, since this most imperative skill cannot be imparted ashore.
- e. The cadets have same rights as any other employee and deserve similar equitable treatment. Any sort of harassment or mistreatment with a trainee will be dealt with in the strictest manner.

18.3 Ratings interested in writing exams.

- a. **Sea time certificates:** Sea time certificate shall be prepared **only** if actual watch keeping has been carried out by rating onboard . At times, flag states have initiated actions against Master or C/E for signing watch keeping certificates, where person did not meet the mentioned criteria.



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- b. **Watch Keeping Certificate for Fitters** : Fitters should be encourage to keep E/R watches so that they can be eligible for applying watch keeping certificates. This will help in avoiding Dispensation , in case of emergency
- c. **WKC certificates** : Watch Keeping certificates of Indian ratings under STCW'95, have no validity. Please advise PSC inspector to refer to DG Shipping notice available at following link http://www.dgshipping.com/dgship/final/notices/note10_2003_STCW%2095.htm

19. COUNTRY SPECIFIC REGULATIONS

- 19.1 **Australian MCV** : All staff onboard (including Supernumeraries), for vessels calling at Australian ports must be in possession of Australian Marine Crew Visas. MCV can be applied by us on internet and is valid for three years. Please let us know, at least one week in advance, prior vessel's call to Australia.
- 19.2 **EU Cash declaration** : If vessel / person has Euro 10000 or more, in cash onboard (CTM), the Master must declare it to customs (via Agents) prior arrival/ departure any EU port .
- 19.3 **Australia and New Zealand Eatables** : Australian and New Zealand laws do not allow any eatables to be taken out from the vessel. This is a punishable offense.
- 19.4 **Pornographic Material** : In many countries, law does not allow any child or violent pornographic material onboard, even in bond, personal laptops etc. This is a criminal offence, punishable with prison sentence.
- 19.5 **Ayurvedic Medicines**: Countries such as US and Canada have strict Food and drugs regulation, Ayurvedic medicines which do not meet with their regulations are confiscated and fines are imposed. Such fines will be paid by the seafarer who possess such medicines.
- 19.6 **Middle East** : Carriage of item which could be considered as banned drug is forbidden and is a criminal offense punishable by imprisonment. This includes carriage of Khus(poppy seeds) .
- 19.7 **Paperless Visas** : Singapore has started issuing a paperless visa which is not stamped on the passport. Details of such visas should be recorded on last pages of passport.
- 19.8 **Electronic Devices** – Please ensure that all your electronic devices (phones, laptops, tabs etc) are charged and operational while boarding flights, even while changing flights, to avoid confiscation. FYI Electronic cigarettes, Electric Taser / Stun guns are banned in many countries and should not be carried.

20. TRAINING ONBD / ASHORE

- 20.1 **Training Onboard** :Each officer is expected to continuously upgrade one's professional knowledge, for promotion to Next Level. Relevant training logs are provided prior joining (available on onbd), which must be regularly updated. Retraining logs are also available to train E/O for 4/E' job (TAR book), AB or Fitter to Pumpman's job, Oiler to Fitters job etc.
- 20.2 **Training Ashore** : Due to Oil Major / Right Ship / Flag state / Specific trade or owners requirements, it is essential for all officer to upgrade their skills through the value added courses being conducted at AEMTC. Tanker officers must attend Safety seminar being held by company, atleast once in two years.
Company shall send each officer, an e-mail giving details of the courses which have been specifically identified by individual Pool Manager for him, prior joining for next contract. Details of training courses



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required before promotion is given under TOE 17.4. Course coordinator will follow up to book the courses

To measure **Effectiveness of Training** carried out ashore, Master & C/E are requested to provide feedback as requested by the company courses.

- 20.3 **BTM , Accident Investigation, Marpol & ECDIS** : All Officers will need to ensure that they complete Marpol , Accident Investigation BTM (Deck officer only) course every five years. Deck officers need to complete ECDIS course to meet STCW 10 requirements.
- 20.4 **Revalidation for courses** :Officers requiring **Medicare courses**, will need to revalidate their Medicare certificates every 5 years, as per Maritime Labour Convention requirements. E/Os and Ratings who have completed basic courses more than 5 years back, will require to attend all the basic courses before next contract.
- 20.5 **Cancellation of courses** : Please do not back out after booking the courses , as many others who could have benefited , are refused the seats on basis of your commitment. If an officer fails to attend the confirmed course without informing at least one working day in advance, then he shall lose an amount equivalent to half of Training allowance (TOE 5.15) for per day of course duration, from the Rejoining Bonus / any other allowance payable prior joining.
- 20.6 **Competency Management System (CMS)**: The "Competency Management System" establishes a structured process for enhancing officer's competence for safe and efficient shipboard operations at the level required for promotion to the next rank. CMS defines assessment for specific competencies / tasks, for promotion to next rank. There are certain competencies which can be completed on-board, some are supplemented with E-learning courses on line and some require attendance for specific courses ashore. The access credentials are sent on e-mail to individual officers, so that they can gain knowledge while at home or on-board ship. Please get in touch with us if you have not received access code from us. Completion of all relevant competencies for next rank are mandatory for Tankers / LPGC, however all officers will be expected to complete the assigned competencies in due course. For officers who have already completed some of tasks under TOTS programme (in booklets), they could approach the Masters with the proof to verify these particular competencies/tasks. Master can check the knowledge of the candidates and transfer the assessment results from paper to electronic version with appropriate remarks.

21 High Risk Area / Gulf of Aden.

- 21.1 Any ship of company may be asked to transit Gulf Of Aden or another HRA, hence all seafarers signing the Employment contract with company, should be prepared for the transit through GOA / HRA.
- 21.2 Since ships operated by company follow Best Management Practices, High Risk Area of Gulf of Aden should be considered as natural perils of employment at sea, for which the company or the Master will not be held liable/responsible for any untoward incident, due to piracy activity.
- 21.3 Company is committed to abide by applicable CBA, which usually allows a Seafarer " Right to refuse to proceed to a Warlike Operation Area (WOA) ". Such area is determined by IBF Warlike Area Operations Committee and is attached or mentioned in the applicable CBA. Such WOA should not be confused with HRA or IWL defined areas or any other War risk area.
- 21.4 IBF Warlike Operations Area Committee, has declared area around Gulf Of Aden as a High Risk area but IRTC is not part of HRA. While transiting the High Risk Area of Gulf Of Aden (GOA), the seafarers do not have right to refuse to proceed through the area, unless the vessel is scheduled to breach the designated IRTC.



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- 21.5 When a vessel is scheduled to transit Gulf Of Aden, all precautions and instruction of CSO , Security / Ops department must be followed. Company remains committed to ensure highest level of Safety and Security of all seafarers.
- 21.6 An early relief request in such cases will be treated as per clause 4.5 and 7.4.
- 21.7 While a vessel is transiting HRA all staff on board will be eligible for additional Basic wages / double insurance, as per applicable CBA. Payment should be made only after approval from the Company and such payment should be marked separately in portage bill as " Wages while transiting HRA ".
- 21.8 In an unfortunate event of hijacking, full wages and extra benefits as per CBA , shall remain applicable at all times.
- 21.9 It is strongly recommended that officers should arrange to sign off their families prior HRA / GOA transit. At times this is owners requirement also.

22.0 GRIEVANCE PROCEDURE

- 22.1 Company shall not prohibit and victimize any seafarer for filing any complaint.
- 22.2 **Onboard Grievance** : All seafarers are expected to follow company's grievance procedure as laid down under Shipboard Manuals (SBP 201A/19.4 or section UV section 15.4). Seafarer has right to be accompanied or represented during complaints procedure. A copy of the same procedure would be given to all seafarers at the Manning office prior every joining (AEI FPD 06- Assigned Briefing notes/ complaint handling procedure, to be usually read in conjunction with Ship board Complaint form AEFP 22) . The latest Flag requirements must be referred , since they will supersede the procedure provided by the company.
- 22.3 **Grievance / Complaints** : All seafarers have right to send complaints / feedback with regards to compliance of MLC/ Flag state requirements w.r.t. treatment of seafarer / RPSL / CBA / TOE (including flights / Remittances) to Welfare Department at 'welfare.bom@angloeastern.com' or drop complaints in complaint box placed in Offices / Guest houses / Training centers or call (tel 91-22-61124301/302).
- 22.4 Seafarer concerned shall be advised about the resolution of complaint in writing or by e-mail.
- 22.5 **Unresolved Grievance / Dispute procedure** :If a Grievance / dispute cannot be resolved amicably , then the procedure given under CBA should be followed. Any unresolved complaint can also be taken to Shipping Master or Directorate General of Shipping or Unions at Mumbai .Shipping Master (Tel No: 022-22697971-72) or MUI (Tel No. : 022 - 22613052 / 22615507) or Help line (22 2261 3606/68) or NUSI (Tel No. : 022 22618363, 2261 8369).
- 22.6 **Jurisdiction** :If every effort has been exerted to resolve the dispute through negotiations and if no solution is found, the same may be brought for judicial resolution at Mumbai, applying Indian law.

End

**** These terms may not be applicable to Crew Management ships (Ref TOE 1.3)**