



CREW CHANGES AND CONTRACTUAL RIGHTS & OBLIGATIONS

Last week's statement from the ILO's Special Tripartite Committee of the Maritime Labour Convention (where seafarers, maritime employers and UN member states are represented) accurately frames the current situation when it says:

"The global coronavirus (COVID-19) pandemic is creating dire circumstances for the shipping industry and seafarers. Daily life in many countries has been heavily restricted, yet societies still need their supplies of food, medicine and everyday goods, and factories require materials and logistics to ship their products. This underlines the need for robust International supply chains and emphasizes the critical importance of maritime trade to the global economy, which relies on shipping for 90 per cent of all goods."

The ITF and JNG (IMEC, IMMAJ, KSA and Evergreen), as responsible social partners, are in constant discussions about what this means for both the seafarers and the employers. In particular when it comes to the current contractual rights and obligations, in the face of growing travel restrictions being imposed by most countries and the virtual collapse of scheduled air travel which all but prevent regular crew changes and repatriations in general.

Most maritime employers have been forced to introduce a temporary freeze of crew changes and we are both grateful and proud of the way seafarers have embraced this challenge continuing to professionally perform their job. We wish to formally acknowledge their invaluable contribution to the industry's survival efforts in these dire circumstances.

The situation however requires further efforts by all involved, through the IBF we have agreed to:

- a. Show flexibility when applying Article 5 (Duration of Employment) of the IBF Framework Agreement to allow employers and seafarers to mutually extend current contract terms past the maximum duration until 15 May 2020. Keep this arrangement under constant review every fortnight;
- b. Provide additional guidance on the interpretation of the IBF Framework CBA in circumstances caused by the Covid-19 pandemic that were never envisaged when this was created.

Potential scenarios and agreed approaches are provided in **Annex 1** to this letter and should be used as guiding principles on all IBF covered vessels except of course when local legislation provides a different, more stringent interpretation.

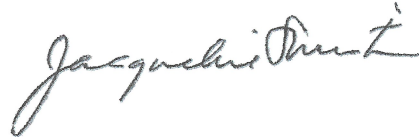
Furthermore, we are acutely aware that extending maximum tour lengths can only ever be a temporary solution that is going to be acceptable for a limited amount of time. We wish to reassure seafarers that a lot of work is being done behind the scenes by lobbying governments whilst at the same time searching for a workable solution to this huge problem.

Planned crew changes should remain a priority where these are possible; as soon as some of the restrictions are either lifted or at least relaxed for seafarers ("key workers") and some flights availability does return, repatriation will take place.



Francesco Gargiulo

Joint Secretary JNG and IMEC CEO



Jacqueline Smith

Maritime Coordinator ITF

ANNEX 1

	Scenario	Agreed Approach
1.	Seafarer cannot be repatriated, but remains on board – not working, replacement already on board	Seafarer paid basic pay. Accommodation and food provided at company cost. Plus medical (sickness, accident, D&D) package.
2.	Seafarer cannot be repatriated, but ashore on accommodation	Seafarer paid basic pay. Accommodation and food provided at company cost. Plus medical (sickness, accident, D&D) package.
3.	Seafarer repatriated to the port of engagement but not yet home and in quarantine	Accommodation and food provided at company costs.
4.	Seafarers cannot board ship, but stuck someplace (not home).	Seafarer paid basic pay. Accommodation and food provided at company cost. Plus medical (sickness, accident, D&D) package.
5.	What will happen if a seafarer is dismissed (not related to COVID-19) but stuck on-board?	Accommodation and food at company cost, up until the date seafarer reaches home. Plus medical (sickness, accident, D&D) package. The company is however free to recover associated cost. Excluding cost providing a replacement. Art. 21.2
6.	Seafarer cannot board the ship but has signed a contract (POEA case is the most obvious) he/she is in Manila and can't fly out or home.	Accommodation and food provided at company costs.
7.	Seafarer signed a contract and left home country, unable to join ship is repatriated, what happens to contractual entitlements?	Seafarer paid basic pay, food and accommodation provided at company cost until seafarer reaches home. Plus medical (sickness, accident, D&D) package.