

SEAFARERS' RECRUITMENT, MANAGEMENT & PLACEMENT POLICY

ISM VIETNAM MARINE SERVICES JOINT STOCK COMPANY

(Issued on 15th October, 2018)

Charter I GENERAL PROVISIONS

Article 1. Scope of Application

- 1.1. Every Seafarer including officers and ratings (herein after called "SEAFARER") who has signed a Employment Contract with ISM VIETNAM MARINE SERVICES JOINT STOCK COMPANY (herein after called "the COMPANY") and SEAFARERS employed by the COMPANY from other crew agencies (herein after called "outside SEAFARER").
- 1.2. SEAFARERS may be arranged by the COMPANY to work onboard vessels as of Vietnamese ship owners as foreign ship owners and should follow arrangement of the COMPANY. Beside of above, SEAFARERS also should comply with all provisions of CREW MANNING AGENCY AGREEMENT between the COMPANY and the PRINCIPALS. In case there is any provision in the agreement other than provided in the policy, SEAFARERS should follow the provisions in the agreement.
- 1.3. SEAFARERS who has signed a short-term contract with the COMPANY, SEAFARERS who employed by the COMPANY from other SEAFARER agencies should follow the policy during contract time.

Article 2. Execution of the Policy

- 2.1. All COMPANY's regulations including the issued policies are aimed to provide a better and more professional crew management service to the principals, meantime strictly adhere the provisions of International Maritime Labor Convention (MLC 2006).
- 2.2. Departments should execute the procedures of SEAFARER Management on ground of this policy and other COMPANY's provisions concerned.

Article 3. Training, Training Fee and Administration Fee

- 4.1. Recruited SEAFARER should follow the COMPANY's provisions and procedures of training to obtain necessary professional knowledge, English skill as well as to approve his working capability.
- 4.2. Training fee and administration fee are including but not limited to:
 - Expenses for arrangement training courses (training facilities, documents, room renting, payment for trainers ...).
 - Expenses for sending SEAFARER to ship for familiarization or training on vessels.
 - Expenses of some upgrading courses in training centers as well domestic as abroad.
 - Administration fees as extension of certificates validity, SEAFARER personal documents assessment before joining a vessel.

Article 4: Wages, Payment and Welfares

- 4.1. Wages and miscellaneous bonus: according provisions of COMPANY and the Principal.



- 4.2. COMPANY will pay SEAFARER wages and other bonus by mean of remitting to their registered in COMPANY personal bank account within 5 working days after receiving from Principals.
- 4.3. Promotion policy: SEAFARER who has good appraisal report from masters or Principals will be considered by COMPANY to promote to higher rank. Other case should be following the Promotion Standard of the COMPANY.
- 4.4. Following expenses will be born by COMPANY: air fares for joining/repatriation including inland transport, agent fee, visa, health certification, safety working gears, etc ... except the case who breaches provisions of contract concerned.

Article 5. Leaves Time

- 5.1. SEAFARER is entitled to leave time following the COMPANY's Regulations and incompliance with MLC 2006 Convention.
- 5.2. COMPANY bears the charge of the Social Insurance Fee for SEAFARES for up to 03 months leave time, provided that the SEAFARES have labor contract of at least for next 12 months.
- 5.3. SEAFARER should standby to join a vessel on COMPANY's recruitment order after leave time and who is not standby in said time should bear the social fee for the next months of his leave.
- 5.4. SEAFARER who has accepted COMPANY's recruitment order, but the joining schedule is delayed and waiting to join on COMPANY's request will be entitled for free social fee for the waiting time.
- 5.5. SEAFARER who applies for termination of contract during or after leave time should to reimburse COMPANY the leave time social fee along with other financial due if available.

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Article 6. Tour Tenor

- 7.1. A consecutive working time of a SEAFARER onboard a vessel (Tour tenor) will follow the provisions in the Agreement with a Principal, but in any case, should not exceed the maximum period provided in International Maritime Labor Convention (MLC-2006).
- 7.2. SEAFARER who requires premature disembarking on his will or is forced to sign off by Master/Principal will bear some cost according the provisions in the Agreement with the Principal.

Article 7. Recruitment & Placement Priority

- 7.3. SEAFARER will be recruited and placed on below priority:
- 7.4. SEAFARER who agrees to rejoin a ship.
- 7.5. SEAFARER who are assessed by Principal with good capability and appointed by Principal.
- 7.6. SEAFARER on leaves:
 - Time since disembarking.
 - Capability, experience, age and health status, English skill are fit for requirements of Principal.
 - Rotation of vessels,
 - Crew complement relationship



- SEAFARER newly recruited from other agency (whenever COMPANY has a demand).

Article 8. Application

- 8.1. Heads of COMPANY's Departments are responsible for compliance with this Policy.
- 8.2. In the course of application, any un-feasible provision should be reported to the COMPANY's Director/ Board of Directors for possibility of revision.
- 8.3. If any matters which are not minded in this Policy are met, the MLC 2006, Vietnam Labor Code, applicable CBA and miscellaneous COMPANY's regulations could be applied.

DIRECTOR

Do Ngoc Hoai