

**COLLECTIVE BARGAINING AGREEMENT**



**BETWEEN**

**SEAPORT TERMINAL OPERATORS ASSOCIATION OF  
NIGERIA (STOAN)**

**AND**

**MARITIME WORKERS UNION OF NIGERIA (MWUN)**

**ON**

**REVIEWED MINIMUM STANDARDS FOR THE DOCK  
LABOUR INDUSTRY**

**1<sup>st</sup> of June 2016**

***Collective bargaining Agreement between STOAN and MWUN***

The Agreement is made this day 1<sup>st</sup> of June 2016 between the Seaport Terminal Operators Association of Nigeria (STOAN) whose registered office is situated at 26 Burma Road, Apapa, Lagos, C/O ENL Consortium Ltd, (hereinafter referred to as the "Association") which expression shall where the context admits include its successors in title and assignee on the one part.

**AND**

Maritime Workers Union of Nigeria (MWUN) whose registered office is situated at 119 Osho Drive, Olodi-Apapa, Lagos (hereinafter referred to as the "Union") which expression shall where the context admits include its successors in title and assignee on the other part.

Where As:

- (i) The Association is a registered body with the Corporate Affairs Commission of Nigeria and has the responsibility to operate the Terminals of the Sea Ports.
- (ii) The Union Is a registered body under the laws of the Federal Republic of Nigeria charged with the management of all branches of the Union under the Maritime Sector in Nigeria
- (iii) The Association and the Union had set Minimum standards for the Dock Labour Industry in Nigeria by an agreement dated 1<sup>st</sup> of June 2014 for a period of two (2) years, which expired on the 31<sup>st</sup> of May 2016.
- (iv) The parties had also executed a Procedural Agreement dated 1<sup>st</sup> June 2012 Which is still subsisting and provides in clause 6 the rights of the parties to enter into future collective

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*Collective bargaining Agreement between STOAN and MWUN*

- (v) Bargaining and /or discussion on behalf of their respective members.
- (vi) Clause 7 of the Procedural Agreement provides that all negotiations between the Union and the Association shall be effected by the National Joint Industrial Council (NJIC).
- (vii) In line with (V) above, the NJIC which consists of the representatives of the Maritime Workers Union of Nigeria and the Seaport Terminal Operators Association of Nigeria, the Nigerian Maritime Administration and Safety Agency and the Nigerian Ports Authority was inaugurated on the 20<sup>th</sup> of September, 2010 to review the expired Minimum Standards for the Dock Labour Industry.
- (viii) After several deliberations/negotiations at the various meetings of the NJIC, agreements were reached by both parties on various items.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

That the subsisting agreement shall remain in force for period of two Years effective 1<sup>st</sup> June 2016 -31<sup>st</sup> May 2018 in view of the prevailing Economic challenges, However in the event that the economy improves Within the period, parties shall call for a review of the agreement.

1. That the procedural Agreement dated 20<sup>th</sup> May, 2014 attached hereto as **Appendix A** shall continue to guide all relationships and negotiations between both parties as provided therein.
2. That two representatives of the Private Jetty Operators join as member of the NJIC while Stevedores are recognized as observers
3. That Manning and Productivity level which was attached to the previous agreement as Appendix "B" Still subsists and is hereby attached to this Agreement as **APPENDIX B**

***Collective bargaining Agreement between STOAN and MWUN***

5. That the Association shall continue to contribute in favour of each dockworker in their employment 10% (Or any other percentage established by the Pension Commission) of employee's Monthly emolument, which the employee shall contribute 8% of his/her total emolument as pension contribution (or any other percentage established by the Pension commission) towards the employee's retirement fund;
6. That all parties shall continue to abide by all safety standards as set from time to time by the relevant agencies.
7. That members of the Association are encouraged to ensure that the prevailing wages are encouraged.
8. That in the event of any member of the association already paying higher than the minimum standard herein agreed upon, the said member still implement the percentage increase on time related wages as per Appendix C; this increase shall not be applied retroactively.
9. That it is mandatory for letters of appointment to be issued to all dockworkers specifying the nature of his/her employment:
  - Time related
  - Payment by tonnage
  - Containerized operations
10. That Henceforth all Terminal Operators should provide the regulatory Agency in charge of Dockworkers welfare the following documents:
  - (i) Copy of Condition of Service for Dockworkers clearly Stating all entitlements and welfare benefits.
  - (ii) Evidence of compliance with Employees Compensation Act, 2010

***Collective bargaining Agreement between STOAN and MWUN***



- (iii) Evidence of Group Personal Accident Policy (GPA)
- (iv) Evidence of payment to National social Insurance Trust Fund (NSITF)
- (V) Evidence of Pension remittance
- (Vi) Evidence of Registration with NIMASA
- (VII) Copy of contract of Agreement with Hospitals as it Relates with Retainer ship on behalf of Dockworkers In case of accidents.

11. That the Union officials shall be released for Union activities upon issuance of a notice of not less than 48 hours to their employers.

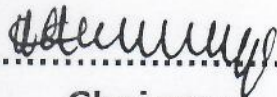
12. That whosoever causes delay or stoppage of operations shall be responsible for payment of accrued extra services.

13. That all future negotiations on minimum standards/conditions of service for the Dock Labour industry shall be facilitated by the NJIC.

14. That In the event of breach of this agreement, the aggrieved party shall take the matter to the NJIC for settlement.

15. That in the event of any accident happening during ship discharge and loading operations, the terminal Operators, shipping agent and the Union shall be involved in the negotiation to determine responsibility and liability towards victims of the accident.

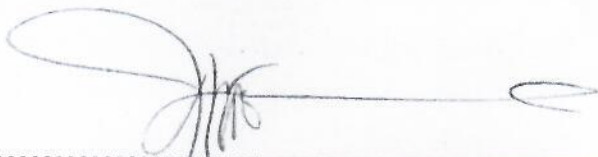
**SIGNED BY THE WITHIN NAMED PARTIES**



Chairman

**NAME:**

**FOR: SEAPORT TERMINAL OPERATORS OF NIGERIA (STOAN)**



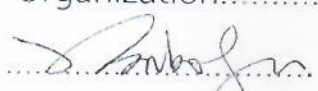
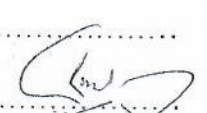
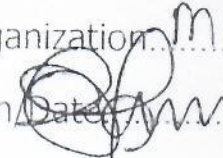
**NAME: TONY EMMANUEL NTOD,**

**FOR: MARITIME WORKERS UNION OF NIGERIA (MWUN)**



Collective bargaining Agreement between STOAN and MWUN

IN THE PRESENCE OF:

1. Name: N. MBOGU (MRS)  
Address: FML & E, ABUJA  
Position: Deputy Director  
Organization: FML & E  
  
Sign/Date: 20/11/2017
2. Name: S. AHAM LIBANI  
Address: MWUN - 119 OSHO DRIVE, OLODI APAA  
Position: Secretary General  
Organization: MWUN  
  
Sign/Date: 20/11/2017
3. Name: Com. ADEYANJU A  
Address: MWUN, 119, OSHO DRIVE  
Position: PRESIDENT  
Organization: MWUN  
  
Sign/Date: 20/01/2017
4. Name: LIZZIE ONIBUDE  
Address: 201, 11/13 INDUSTRY RA  
PORT HARCOURT.  
Position: MD/CEO  
Organization: STOAN  
Sign/Date: 20-1-2017
5. Name: ISAAC UDE  
Address: FMOT ABUJA  
Position: ASSISTANT DIRECTOR  
Organization: FMOT  
Sign/Date: 23/01/2017
6. Name: .....  
Address: .....  
Position: .....  
Organization: .....  
Sign/Date: .....
7. Name: .....  
Address: .....  
Position: .....  
Organization: .....  
Sign/Date: .....
8. Name: .....  
Address: .....  
Position: .....  
Organization: .....  
Sign/Date: .....

**PROCEDURAL AGREEMENT**

**BETWEEN**

**ASSOCIATION OF PRIVATE OPERATORS OF SEAPORT  
TERMINALS**

**AND**

**THE MARITIME WORKERS UNION OF NIGERIA**

**1<sup>st</sup> OF JUNE 2016**

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*Collective bargaining Agreement between STOAN and MWUN*

4. That upon giving any member of the Association two (2) working days' notice the Union shall be allowed to access to their members at a mutually agreed time and place for purposes of consultation.
5. That the Terminal Operator shall allow any employee who makes a formal request for union membership to join a union of his own choice and the Union dues of such unionized members shall not be withheld.
6. That the Association and Union shall enter into collective bargaining and or discussion on behalf of their respective members on all matters relating to wages ,hours of work and other terms and conditions of employment as specified in PART 2,ARTICLES 2 & 3 and such matters relating to terms of employment and which may be agreed from time to time.
7. All negotiations between the Union and the Association shall be affected by the National Joint Industrial Council under the terms of the constitution set out in part 2,which hereof has been fully exhausted, the Union shall undertake to prevent any form of industrial action and similarly, the Association shall guarantee employment whilst negotiations are in progress.

All negotiations between the Union and the Association shall be entered into in accordance with the terms of the constitution of the National Joint Industrial Council under the terms of which the Union shall undertake to prevent any form of industrial action and similarly, the Association shall guarantee employment whilst negotiations are in progress.



*Collective bargaining Agreement between STOAN and MWUN*  
**ARTICLE 2**

**Declaration of Principles**

1. That the Union undertakes not to interfere with the normal functions of management, which gives member companies of the Association the sole right and responsibility to conduct their business in such a manner as they consider fit and to engage, promote and demote.
2. Transfer and terminate any employee. Even so, it is agreed that the Union is free to intervene, in matters affecting the welfare and employment of its members.
3. That the Association and the Union undertake that their officers and /or representatives shall accept responsibility for compliance by their members with the conditions and procedures laid down in this agreement and agree to take all possible steps to prevent or bring to an end as speedily as possible, any action taken by their member, which is at variance with this agreement or the provisions of any supplementary agreement, relating there to.
4. That in order to enhance communication between the union and the Association, the Union undertakes to communicate to the Association immediately after elections of officers, the names of their elected officers, National or Local and to advise of any change from time to time. The Association similarly undertakes to communicate the names of its officers to the Union as well as any change that may occur from time to time.
5. No dockworker or official of the Union shall take undue advantage of being a member or official of the Union to neglect his lawful duties as an employee or cause any other employee(s) or officers of the Union to act in any manner inimical to the smooth running of the Company





**ARTICLE 3**

**Effect of Government's Pronouncements**

In the event that the Federal Government of Nigeria makes a pronouncement as regards increase in salary and or improved conditions of service for Nigerian Workers, both parties agree that the NJIC shall be convened to determine whether the implication of such pronouncement is applicable to the private sector, especially the Maritime Labour Industry.

**ARTICLE 4:**

**Stoppage of Work**

The Union undertakes that there shall be no strike, walkout, stoppages or slowdown of work or any other interference with Company's operations by its members except and until the grievance procedures described in this agreement have been exhausted. On the other hand, the Company agrees that there shall be no lockouts, intimidation or victimization of any employee. In the event of strike out not authorized by the Union, both parties shall endeavor to bring about an immediate resumption of normal work and the principle of "NO WORK NO PAY SHALL APPLY" during the period.

**ARTICLE 5:**

Both parties noted that dockworkers are licensed technical employees by law, whose conditions of service therefore shall have due recourse to the relevant laws, international conventions and best practices.


IN WITNESS WHEREOF, this document is executed on the first date first written above on behalf of each party by its duly authorized representatives.




*Collective bargaining Agreement between STOAN and MWUN*

**SIGNED BY WITHIN NAMED PARTIES:**

**FOR: ASSOCIATION OF SEAPORT  
TERMINALS PRIVATE OPERATORS**

  
.....  
**Chairman**

**FOR: MARITIME WORKERS UNION OF NIGERIA (MWUN)**

  
.....  
**President-General**

  
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IN THE PRESENCE OF:

- |   |  |
|---|--|
| 1. NAME <u>MR. MBOGU (MRS)</u>          | 2. NAME <u>S. AHAM UBANI</u>           |
| ADDRESS <u>Fm L &amp; E, ...</u>        | ADDRESS <u>119 OSHO DRIVE ARAK</u>     |
| <u>ABUJA</u>                            | <u>MWUN</u>                            |
| POSITION <u>Deputy Director</u>         | POSITION <u>Secretary General</u>      |
| SIGN/DATE <u>[Signature] 20/1/17</u>    | SIGN/DATE <u>[Signature] 20/1/2012</u> |
| 3. NAME <u>Com ADETUNJI A</u>           | NAME <u>LIZZIE OGBUDE</u>              |
| ADDRESS <u>LESSUN, 119, OSHO</u>        | ADDRESS <u>PTOL, 11/13 INDUSTRY RD</u> |
| <u>DRIVE OLODI ARAK</u>                 | <u>PART HARCOURT</u>                   |
| POSITION <u>PRESIDENT</u>               | POSITION <u>MD/CEO</u>                 |
| SIGN/DATE <u>[Signature] 20/01/07</u>   | SIGN/DATE <u>[Signature] 20/01/17</u>  |
| 5. NAME <u>ISAAC UDE</u>                | 6. NAME .....                          |
| ADDRESS <u>Fm 101</u>                   | ADDRESS .....                          |
| POSITION <u>ASSISTANT DIRECTOR</u>      | POSITION .....                         |
| SIGN/DATE <u>[Signature] 20/01/2017</u> | SIGN/DATE .....                        |
| 7. NAME .....                           | 8. NAME .....                          |
| ADDRESS .....                           | ADDRESS .....                          |
| POSITION .....                          | POSITION .....                         |
| SIGN/DATE .....                         | SIGN/DATE .....                        |

*Collective bargaining Agreement between STOAN and MWUN*

FURTHER TO THE ATTESTATION CLAUSE SUPRA, NPA AND NIMASA HEREBY APPEND THEIR SIGNATURE AS WITNESSES TO THE AGREEMENT.

**NIGERIAN PORTS AUTHORITY**

NAME ..... JOSHUA ASANGA .....  
 ADDRESS..... N. P. A HQ .....  
 ..... MARINA LAGOS .....  
 POSITION ..... G M MARINE & OPS .....  
 SIGN/DATE..... 8/2/12 .....

**NIGERIAN MARITIME ADMINISTRATION AND SAFETY AGENCY**  
**(NIMASA)**

NAME..... GAMBO AHMED .....  
 ADDRESS..... NIMASA .....  
 ..... 4 BURMA ROAD, APATA .....  
 POSITION..... EXECUTIVE DIRECTOR (ML+CS) .....  
 SIGN/DATE..... June 28/01/2017 .....





## **PART 2**

### **THE CONSTITUTION OF THE NATIONAL JOINT INDUSTRIAL COUNCIL SET UP BY THE ASSOCIATION OF OPERATORS OF SEAPORT TERMINALS AND MARITIME WORKERS UNION OF NIGERIA**

#### **Title**

The name of the council shall be "NATIONAL JOINT INDUSTRIAL COUNCIL for the MARITIME INDUSTRY (hereinafter called the "COUNCIL")

#### **ARTICLE 1**

#### **Objective**

To settle by negotiation those terms and conditions of employment of unionization of dockworkers that may be agreed upon by both sides.

#### **ARTICLE**

#### **The negotiable/discussable items are as follows:-**

1. Manning Level/Mode of Operations
2. Basic Salary
3. Transport Allowance
4. Housing Allowance
5. Meal Subsidy
6. Utility Allowance
7. Annual leave Allowance/Period
8. Midstream Discharge Allowance
9. Night Allowance
10. Hazard Allowance
11. Overtime Periods and Rates
12. Terminal Benefits:
  - Redundancy Benefit
  - Retirement Benefit
  - End of Service Benefit
13. Shift System

### **ARTICLE 3**

#### **In-House Negotiable Items**

Basic standard of each item included here-under shall be agreed to by the council and all employers are expected to comply with these set standards.

In the event of a violation or non-compliance, the grievance procedure shall be affected. Where the non-compliance persists after the expiration of the time frame in which to make amends, the council is mandated to notify the appropriate Government agency responsible for enforcing the statute.

These items are:

1. *Hours of Work*
2. Sanitation
3. Training of Dockworkers
4. Personal Protective Equipment & kitting's
5. Employee Compensation
6. Good Housekeeping/Terminal Layout
7. Cargo Handling Gears
8. Medical Facilities
9. Bus in Bus Out
10. Toilet Facilities
11. Safety Measures
12. Registration with NIMASA
13. Membership of Union
14. Check -off Dues
15. Cloak/Rest Room
16. Death Benefits
17. Productivity Bonus
18. Casual/Compassionate Leave
19. Promotion
20. Release of Union leaders for Union meetings and Activities.
21. Any other item as may be mutually agreed upon  
By both parties from time to time.



**ARTICLE 4**

**OBJECTS**

The Objects of Council shall be:

- a) To secure the maximum possible agreement and co-operation between the Association and the Union in all matters listed under Part 1 of this constitution, with a view to increasing efficiency and productivity, combined with the well-being of those employed.
- b) To review and amend from time to time "agreements", decisions or finding as reached by the council, provided that no amendment can be made until a council meeting is summoned to review such agreements, decisions or findings as stipulated in Part 2, Articles 5 (a) and 9 of this agreement.
- c) To secure, the speedy, impartial and amicable settlement of real and alleged disputes and grievances on negotiable and non-negotiable matters as covered by this Agreement.
- d) To consider the adequacy or otherwise of the machinery for settlement of grievances between parties in the industry and hence to use their best endeavors to ensure that no strikes, lockouts or any other action likely to aggravate the situation shall take place until such a time as the machinery provided by the law for the settlement of industrial disputes has been exhausted.
- e) Items agreed in accordance with the above shall be considered the first objectives of the Joint Industrial Council, but it is agreed to foster the principle of collective bargaining with the ultimate objective of setting minimum standard of conditions of Service within the Industry.
- f) To make recommendations to Employers and the Union covered by the joint Industrial Council on any matter that affects industrial relations in the Industry as a whole.



- g) To secure the greatest possible measure of joint action between employers and employees for the well-being of the industry.
- h) To consider measures for maximizing efficiency and productivity in the industry.
- i) To protect the right of all employers and employees to join their respective association and trade union.

## **ARTICLES 5**

### **AGREEMENT REACHED**

- a) When agreements have been reached on any or all of the specific items mentioned above, these shall be operative for a period of 2 years.
- b) The effective date of agreement shall be 1<sup>st</sup> of the following month after agreement is reached.
- c) All agreements reached by the National Joint Industrial Council shall be duly lodged with the Federal Ministry of Labour.

## **ARTICLE 6 MEMBERSHIP**

- a) The membership of the National Joint Industrial Council shall be at least Fifteen (15) members, with Seven (7) members nominated by the Association within the industry and seven (7) members nominated by the Union from the industry, while one person shall be mutually nominated from outside the council but within the stakeholders to chair the council.



- b) The council may, when required invite an expert on any subject to offer advice to the council. Such an expert may attend council meeting for the purpose.
- c) Both parties duly recognize two observers at council Meetings. They are representatives of the Director General, Nigeria Maritime Administration and Safety Agency (NIMASA) and Managing Director, Nigerian Ports Authority (NPA)

## **ARTICLE 7 OFFICERS**

- a) In the absence of the Chairman, another person shall be mutually appointed by the parties to chair the meeting. The Chairman may hold office while he enjoys the confidence of both sides of the council. (There shall be joint Secretaries from both parties)
- b) That each member of the association shall recognize the shop stewards and release them for Union duties /meetings on 48 hour notice to Management except in cases of emergencies.

## **ARTICLE 8 COMMITTEE**

The council may appoint from its own members standing or other committees to exercise any of their functions and may delegate any of their powers to such committees. The minutes of such proceedings shall be submitted to the National Council for approval. Both parties shall be equally represented on each committee.



Thus the following committees should be  
Instituted:

- (i) **Committee on Welfare and Benefits**
- (ii) **Committee on Safety Procedures.**

## **ARTICLE 9**

### **MEETING & AGENDA**

The Council shall meet at least twice a year .Special meetings can be called by the chairman of the Council at the request of a majority of the members of either party. At least 14 days' notice of a meeting of the council shall be given; save in the case of a special meeting 7 days' notice shall be given.

In case of emergency that NJIC shall reconvene immediately. (Every notice of meeting shall be accompanied by an agenda compiled by the Joint Secretaries and agreed to be both parties setting out the business to be transacted at the meeting).

A Functional Secretariat is to be set up to enable prompt resolution of disputes that may arise from the Minimum standards for the Dock Labour Industry.

## **ARTICLE 10**

### **QUORUM**

A quorum shall consist of no fewer than 8 members: of the council and of these, 4 shall be the association's representatives and 4 shall be the Union's representatives.



*Collective bargaining Agreement between STOAN and MWUN*

**ARTICLE 11**  
**SETTLEMENT OF DIFFERENCES**

- a.) In the event of a threatened trade dispute, the council after a request by either party involved shall nominate a conciliatory committee comprising two (2) members from each side of the council plus NIMASA and NPA representatives within 7 days of the receipt of the complaint. This committee shall investigate the reasons for the trade dispute and makes recommendation to both parties for a settlement.
- b.) In case the council is unable to resolve the matter within its scope, these issues in dispute shall be reduced to writing and be referred to the Ministry of Labour for necessary action in accordance with Trade Dispute Laws in force.
- c.) The Disciplinary procedures in each company are dully recognized.

**ARTICLE 12**  
**CATEGORIZATION OF CARGOES**  
**Shall be as follows:**

1. General Cargo
2. Containers
3. Bulk (Dry & Wet)
4. Ro-Ro/Lo-Lo

**ARTICLE 13**  
**JOINT CONSULTATIVE COMMITTEE**

This agreement shall not preclude the establishment of Joint Consultative Committees at individual company level. A joint Consultative Committee

  
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shall allow the regular exchange of views and information between the Member Company and representative of its employees on matters of mutual interests affecting efficiency of the Industry and welfare of the employees. Such matters shall have the final decision of the Management of the individual company.

**ARTICLE 14**

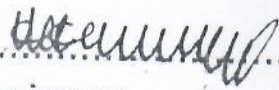
**NIGERIAN PORTS AUTHORITY (N.P.A) & NIGERIAN MARITIME ADMINISTRATION AND SAFETY AGENCY (NIMASA)**

The Seaport, being the gateway to the nation's economy and the high premium placed on the sector by the Government, it therefore becomes imperative that the statutory organizations charged with the responsibility of managing the ports and Maritime Labour Issues respectively should be encouraged by the council to facilitate continuous dialogue amongst the various stakeholders where issues of common economic interest likely to militate against the industry shall be addressed.




SIGNED BY WITHIN NAMED PARTIES:

FOR ASSOCIATION OF  
SEAPORT TERMINAL  
OPERATORS

  
Chairman

FOR: MARITIME WORKERS  
UNION OF NIGERIA  
(MWUN)

  
President -General

IN THE PRESENCE OF:

- |  |   |
|--|---|
| 1. Name <u>N. MBAGEI (MRS)</u>                     | 2. Name <u>S. AHAM UBAN</u>                           |
| Address <u>FMLE 8 E</u>                            | Address <u>MWUN - 119 OSHO DRIVE</u>                  |
| <u>ABUJA</u>                                       | <u>OLODI, APAPA</u>                                   |
| Position <u>Deputy Director</u>                    | Position <u>Secretary General</u>                     |
| Sign/date <u>20/11/17</u>                          | Sign/date <u>20/11/2017</u>                           |
| 3. Name <u>AM. ADEJANLU</u>                        | 4. Name <u>L. 221E OVRUDE</u>                         |
| Address <u>MWUN, 119, OSHO DRIVE, OLODI, APAPA</u> | Address <u>PTOL, 11/13 INDUSTRY RD. PORT HARCOURT</u> |
| Position <u>PRESIDENT</u>                          | Position <u>MAN/CEO</u>                               |
| Sign/date <u>20/11/17</u>                          | Sign/date <u>20/11/17</u>                             |
| 5. Name <u>ISAAC UDE</u>                           | 6. Name   |
| Address <u>FMOT</u>                                | Address   |
| Position <u>ASSISTANT DIRECTOR</u>                 | Position  |
| Sign/date <u>23/11/2017</u>                        | Sign/date   |



FURTHER TO THE ATTESTATION CLAUSE SUPRA, NPA AND NIMASA  
HEREBY APPEND THEIR SIGNATURE AS WITNESS TO THE  
AGREEMENT.

**NIGERIAN PORTS AUTHORITY**

Name: JOSHUA ASANGA  
Address: NPA HQ MARINA LAGOS  
Position: GM MARINE & OPS  
Sign/Date: 3/2/17

**NIGERIAN MARITIME ADMINISTRATION AND SAFETY  
AGENCY (NIMASA)**

Name: GAMBO ATTHER  
Address: NIMASA, 4 BURMA ROAD, APITA  
Position: EXECUTIVE DIRECTOR (ML-1CB)  
Sign/Date: 20/1/2017

APPENDIX B

**MANNING AND PRODCUTIVITY LEVEL**

For General Cargo :( i.e. Rice, Sugar, and Fertilizer in Bags).Three (3) shifts system is advised for eight straight hours."

CARGO TYPE	CRANE OPERATOR	ON BOARD	ASHORE	PRODUCTIVITY PER/HOOK/SHIFT
RICE & SUGAR	3	8	8	180 Tons per shift
Chemical	3	8	8	150 Tons per Shift
Iron & Jumbo	3	4	4	500 Tons per Shift
Fish (Frozen)	3	12	8	200 Tons per Shift
Vehicles/cars	3	4	4	
Fertilizer (Grabbing)	3	2	12	240 Tons per shift
Cement (Grabbing)	3	2	4	3000 Tons per day
Cement (Suction)	3	Six (6) Men Trimming		3000 Tons per day
Wheat (Suction)	3	Six (6) Men Trimming		3000 Tons per shift
Non Mechanized (Container)	3	4	4	600 Units per Shift.

*Collective bargaining Agreement between STOAN and MWUN*

NOTE:

1. For Cement (grabbing) operation, 6 Men are booked on extra Services when required.
2. Container (Mechanized): it was agreed that whenever container operation is mechanized there shall be a total review of labour requirements for such operation.
3. For Non-mechanized container operated, there shall be 4 men lashing/unlashing per hook per shift.
4. Stuffing/unstuffing -14 men for 40ft container, 8 men for 20ft container.
5. Palm kernel operations :
  - a. Payment of NGN 400,000 Per vessel shall apply as hazardous allowance;
  - b. Payment of NGN 800,000 per vessel shall apply on Palm Kernel Cake Operations;
  - c. In addition to the above the dockworkers shall be provided with milk, soap, Vaseline cream.
6. Gang Standby:
  - a. For any delay 2 hours there shall be a payment of 1 Gang of 8 men as per Extra Service Tariffs





*Collective bargaining Agreement between STOAN and MWUN*

### APPENDIX 'C'

#### 1. Minimum per tonnage/unit rates

CARGO TYPE	OLD-RATE	% INCREASE	NEW RATE	PER
RICE AND SUGAR	231.79	5%	243.38	Per tonne
CHEMICAL	231.79	5%	243.38	Per tonne
IRON/JUMBO	231.79	5%	243.38	Per tonne
FROZEN FISH	267.15	5%	280.51	Per tonne
FERTILIZER BAGGING	179.07	5%	188.02	Per tonne
CEMENT GRABBING	39.00	5%	40.95	Per tonne
WHEAT SUCTION	39.00	5%	40.95	Per tonne
LIQUID BULK	38.50	0.00%	38.50	Per tonne
VEHICLES LO/LO	299.28	5%	314.25	Per tonne
VEHICLES RO/RO	260.13	5%	273.14	Per tonne
NON MECHANIZED FULL CONTAINER	1,355.20	10%	1,490.72	Per tonne
NON MECHANIZED EMPTY CONTAINER	739.20	10%	813.12	Per tonne
CATERPILLAR, FORLIFT, HDV DISCHARGED LOLO	231.79	5%	243.38	Per tonne
MANUAL/NON MECHANIZED TRANSFER OF CARS FROM UNDER HOOK/RAMP TO FINAL PLACE OF REST	231.79	5%	243.38	Per tonne

#### 2. Time related wages to remain as follows:

Element	Old Rate	% Increase	New Rate
Basic	18,400.00	10%	20,240.00
Transport	8,050.00	10%	8,855.00
Rent	6,900.00	10%	7,590.00
Meal Subsidy	4,600.00	10%	5,060.00
<b>Total</b>	<b>37,950.00</b>	<b>10%</b>	<b>41,745.00</b>

Element	Old rate	% Increase	New Rate
Hourly Rate	215.63	10%	237.19

Sunday Ph	431.25	10%	474.38
Saturday	323.44	10%	355.78

3. That a new rate for General Cargo Export of NGN153.19 per ton is included in appendix C. The new rate will be applicable from 1<sup>st</sup> January 2017.
4. That a new rate for 40 full container of NGN 1,714.3 per unit is included in Appendix This new rate is equivalent to an increase of 15% on the existing container rate. The new rate will be applicable from 1<sup>st</sup> January,2017.All container rates shall not be reviewed before 31<sup>st</sup> May 2018;





## **APPENDIX D**

### **REDUNDANCY, TERMINAL & HARZADOUS BENEFITS**

- A. The Sum of N350, 000 (Three Hundred and Fifty Thousand Naira Only) should be paid to Dockworkers whose staff strength is above 1000 and N400,000 (Four Hundred Thousand Naira Only) to be paid to Dockworkers whose staff strength is less than 1000 as **terminal benefits for aged dockworkers and those with health problems**. in the case of those with Health problems, a certification from government hospital shall suffice.
- B. The Sum of N350, 000 (Three Hundred and Fifty Thousand Naira Only) should be paid to Dockworkers whose staff strength is above 1000 and N400,000 (Four Hundred Thousand Naira Only) to be paid to Dockworkers whose staff strength is less than 1000 as **redundancy benefits to dockworkers who have spent 6 years and above in the docklabour Industry**.
- C. The Sum of N250,000 (Two Hundred and fifty Thousand Naira) should be paid to Dockworkers as **redundancy benefits to those who have spent Five years in the dock labour Industry**.
- D. The sum of N150, 000 (One hundred and Fifty Thousand Naira) to be paid to dockworkers as **redundancy benefits to those who have spent 2-4 years in the docklabour industry**.

## **2. BURIAL EXPENSES**

- (a) A minimum of N300, 000 (Three Hundred Thousand Naira Only) to be paid to next of Kin of any deceased Dockworker as burial expenses.

## **5. HAZARDOUS CARGO**

There shall be payment of Harzadous allowance for the following underlisted classified harzadous Cargo Operations. The rates shall be as follows



## **CLASSIFICATION OF HARZADOUS CARGOES**

<b>CLASS A</b>	<b>CLASS B</b>
<b>Caustic Soda</b>	<b>Charcoal</b>
<b>Chemicals</b>	<b>Gypsum</b>
	<b>Wheat</b>
	<b>Cocoa</b>
<b>Palm Kernel Operation</b>	<b>Corn</b>
	<b>Clinker</b>
	<b>Fertilizer</b>
	<b>Salt</b>
	<b>Cement</b>

- a. The sum of N300, 000 shall be paid per vessel as Hazardous allowance for all non-containerized Hazardous Cargo (as per IMO Hazardous Cargo List).
- b. The sum of N300,000 shall be paid per vessel as Hazardous allowance for the following non-containerized cargo: Charcoal, Gypsum, Wheat, Cocoa, Corn, Clinker, Fertilizer, Salt, Cement (CLASS B)
- c. Caustic Soda and other chemicals in Class A and non-containerized (as per IMO Hazardous Cargo List) shall be at the rate N273.36 per ton as hazardous allowance
- d. Palm kernel operation shall remain as per appendix B note 5 of the agreement of 2014



PUBLIC HOLIDAY									
PER HOUR	521.81	52.18	574	2230-0630 (8HRS)	4,174.54	417.5	4,592		
PER HOUR	521.81	52.18	574	1930-0730 (12HRS)	6,261.72	626.17	6,888.02		
ORD/PUBLIC HOLIDAY									
PER HOUR	473.0	47.29	520.1	2230-0630 (8HRS)	3,783.14	378.3	4,160.8		
PER HOUR	473.0	47.29	520.1	1930-0730 (12HRS)	5,676	567.6	6,241.2		
SHIFT									
FRIDAY/SATURDAY PUBLIC HOLIDAY									
PER HOUR	415.82	41.58	457.4	2230-0630 (8HRS)	3,326.57	332.7	3,659.2		
PER HOUR	415.82	41.58	457.4	1930-0730 (12HRS)	4,989.84	498.98	5,488.8		

FROM 1<sup>ST</sup> JANUARY 2017 – 31<sup>ST</sup> MAY 2018  
PAYMENT CHART FOR TERMINAL WORKERS (CARGO HANDLERS) NEW TONNAGE RATE

CARGO TYPE	PER TONE OLD RATE (N)	% INCREASE	PER TONE PRESENT RATE (N)	PER TONE ENL RATE	REMARKS
NEAL CARGO	243.38	5% = 12.17	255.55	255.55	
OZEEN CARGO	280.51	5% = 14/03	294.54	294.54	
LK RICE/SOYA ANS/FERTILIZER	188.02	5% = 9.40	197.42	197.42	
LK CLINCER/SALT (ABING)	40.95	5% = 2.1	43.00	42.72	ENL LESS WITH. 58
UID BULK	38.50	0 % =	38.50	NIL	NIL
ICLES (LOLO)	314.25	5% = 15.71	330	330	
VTAINER LADEN	1,490.72	15% = 223.61	1714.30	1,713.90	0.43
VTAINER EMPTY	813.12	10% = 813.1	894.44	NIL	