



NIGERIAN MARITIME ADMINISTRATION AND SAFETY AGENCY

TELEGRAM CABLES
MARITIME LAGOS
Tel: +234 701 925 6800, +234 813 041 0182
Fax: 5871329
Telex: 23891, NAMARI NG
Website: www.nimasa.gov.ng

MARITIME HOUSE
4 Burma Road
Apapa
P. M. B. 12861
Lagos.



MLS/DL/IR-141/111

The President General,
Maritime Workers Union of Nigeria,
No 119 Osho Drive,
Olodi- Apapa,
Lagos.

15th January, 2019

FORWARDING SIGNED COPY OF THE REVIEWED MINIMUM STANDARDS FOR THE DOCKLABOUR INDUSTRY BY THE NATIONAL JOINT INDUSTRIAL COUNCIL

The Nigerian Maritime Administration and Safety Agency presents its compliments to the Maritime Workers Union of Nigeria.

The Agency commends the commitment of the Union towards the successful negotiations and signing of the Reviewed Minimum Standard for the Dock Labour Industry. We assure you that the Agency would ensure strict compliance by all parties.

Find enclosed herewith, a signed copy of the Collective Bargaining Agreement (CBA) for your attention and guidance.

Please accept the highest regards and consideration of the Director General/CEO,
Dr. Dakuku A. Peterside.

GAMBO AHMED.

Executive Director Maritime Labour and Cabotage Services
For: Director General /CEO



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**

1st of June 2018



X u

The Reviewed Agreement is made this day 1st of June 2018 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 Labor Industry in Nigeria by an agreement dated 1st of June 2016 for a period of two (2) years, which expired on the 31st of May 2018;
- (iv) The parties had also executed a Procedural Agreement dated 1st June 2016 which is still subsisting and provides in clause 6 the rights of the parties to enter into future collective bargaining and /or discussion on behalf of their respective members;
- (v) 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);
- (vi) In line with (V) above, the NJIC which consists of the representatives of the Maritime Workers Union of Nigeria and the Seaport Terminals Association of Nigeria, the Nigerian Maritime Administration and Safety Agency and the Nigerian Ports Authority was inaugurated on the 11th of June, 2018 to review the expired Minimum Standards for the Dock Labor Industry;
- (vii) 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:

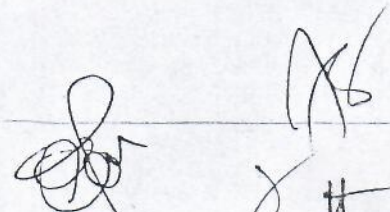
1. That two representatives of the Private Jetty Operators join as members of NJIC while 2 representatives of Stevedoring companies are recognized as observers;
2. That Manning and Productivity level which was attached to the previous agreement as Appendix "B" still subsists and is hereby attached to this Agreement as Appendix A;
3. That the expired agreement shall be reviewed as follows:
 - a. General Cargo rate shall be increased by 6%;
 - b. Vehicles rate shall be increased by 6% except Caterpillar, HDV, Fork lift discharged Ro/Ro where the new rate will be N1,000/unit;
 - c. 20' Full, 40' Full and 20' Empty Container rates shall be increased by 10%, whilst 40' Empty Container rate shall be increased by 15%;
 - d. General Cargo Export rate shall remain unchanged;
 - e. Monthly Time related wage shall be reviewed from NGN 41,475 to NGN 50,000;
 - f. All incentives shall not be subject to any increase.

4. That payment for Redundancy / Retirement (for aged dockworkers and those with health problems) Benefits shall be the responsibility of Terminal Operators as follows:
 - a. Redundancy / Retirement of 10 years and above shall be increased to NGN 600,000;
 - b. Redundancy / Retirement between 5 to 9 years shall be increased to NGN 400,000;
 - c. Redundancy / Retirement between 2-4 years shall remain N150,000;
5. That Hazardous allowance shall be as follows:
 - a. Hazardous allowance per fertilizer vessel only be increased to N350,000 while others allowances remain at N300,000; Please note that IMO hazardous cargo list classifications shall be strictly adhered to.
 - b. Palm kernel operations:
 - i. Hazardous allowance of NGN 400,000.00 (Four Hundred Thousand Naira) shall be paid per vessel of palm kernel shells only.
 - ii. Payment of NGN 800,000.00 (Eight Hundred Thousand Naira) per vessel shall apply as hazardous allowance on Palm Kernel Cake Operations only; additionally, the dockworkers on such vessel shall be provided with milk, soap and Vaseline cream.
6. A minimum payment for burial expenses shall be as follows:
 - a. A minimum of N300,000 shall be paid to next of kin of any deceased dockworkers as burial expenses.
 - b. If any terminal is paying more, they shall continue to pay the higher amount.

The other details are attached as Appendix B

7. It is agreed that all arrears arising as a result of this negotiation shall take effect from 1st June 2018;
8. That this reviewed agreement shall be valid for a period of 2 years effective from 1st of June 2018 – 31st May 2020; shall be extended for an additional period of one year if the economy does not improve."
9. That Pension Contribution of 10% of employee monthly emolument (or any other percentage established by the National Pension Commission) shall continue to be paid in favor of each Dockworker to Pension Fund Administrators (PFA). The employee shall also contribute 8% of his / her total emolument (or any other percentage established by the National Pension Commission) as pension contribution towards the employee's retirement fund;
10. That all parties shall continue to abide by all safety standards as set from time to time by the relevant agencies.
11. That in the event of any member of the Association paying higher than the agreed negotiated percentage; a 6% increase shall be added to the existing wage. However where there is a subsisting in-house agreement between a terminal operator and maritime workers union of Nigeria (MWUN) due process shall follow this resolution. For the terminals that are not paying the agreed minimum standard wage, NIMASA as the regulatory agency shall enforce compliance.
12. That henceforth all Terminal Operators should provide the regulatory Agency in charge of dockworkers welfare the following documents:
 - i. Copy of Conditions of Service for Dockworkers clearly stating all entitlements and welfare benefits;
 - ii. Evidence of compliance with Employees Compensation Act 2010;
 - 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 retainership on behalf of Dockworkers in case of accidents.
13. That letters of appointment shall be issued to all dockworkers specifying the nature of his / her employment, i.e. Time Related wages, Tonnage /Unit payment and extra services. A dockworker can only belong to one category of operations, i.e. Time Related wages, tonnage / unit payment and Extra services;
 14. That the Union officials shall be released for Union activities upon issuance of a notice of not less than 48 hours to their employers
 15. That whosoever causes delay or stoppage of operations without notice and necessary consultation shall be responsible for payment of accrued extra services.
 16. That all future negotiations on minimum standards/conditions of service for the Dock Labor industry shall be facilitated by the NJIC.
 17. That in the event of any accident happening during ship discharge and loading operations, the Terminal Operator, Shipping Agent and related P&I Club and the Union shall be involved in negotiations to determine responsibility and liability towards the victim of the accident
 18. That In the event of breach of this agreement, the aggrieved party shall first take the matter to the NJIC for settlement.
 19. That any terminal operator that fails to comply with Article 12 (I-VII) Shall be subject to appropriate sanctions in line with statutory regulations of the regulatory agency.

Handwritten signatures and initials are present at the bottom right of the page. There are two distinct signatures, one appearing to be a stylized 'E' or 'G' and the other a more complex cursive signature. To the right of these are several initials, including 'AB' and 'X H'.

SIGNED BY THE WITHIN NAMED PARTIES

CHAIRMAN

NAME: DR. VICKY HAASTRUP
FOR: SEAPORT TERMINAL OPERATORS OF NIGERIA

PRESIDENT GENERAL

NAME: COM. MELANJY-A
FOR: MARITIME WORKERS UNION OF NIGERIA

IN THE PRESENCE OF:

1. Name

ASCANIO RUO

Address

PTML

Position

MD

Organization

PTML

Sign / Date

[Signature]

2. Name

BOYE UZAMOT

Address

26 BURMA RD
ADAPA

Position

SECRETARY

Organization

STOAN

Sign / Date

[Signature] 18/12/18

1. Name

COM. IBRAHIM T. OHIZE

Address

MWUN

Position

PRESIDENT

Organization

MWUN

Sign / Date

[Signature]

2. Name

AKINGBOYE, FELIX S.

Address

MWUN

Position

Secretary General

Organization

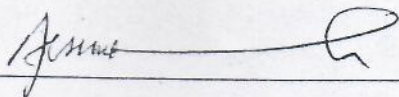
MWUN

Sign / Date

[Signature] 18/12/18

WITNESSED BY NIGERIA MARITIME ADMINISTRATION AND SAFETY AGENCY (NIMASA)

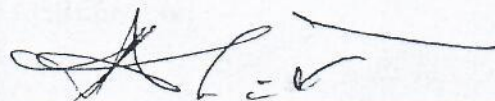
IN THE PRESENCE OF:



EXECUTIVE DIRECTOR (ML&CS)

NAME: GAMBO AHMED

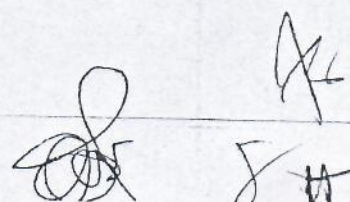
FOR: NIMASA



DIRECTOR MARITIME LABOUR SERVICES

NAME: IBRAHIM A. JIBRIL

FOR: NIMASA



PROCEDURAL AGREEMENT




BETWEEN

SEAPORT TERMINAL OPERATORS ASSOCIATION OF NIGERIA

AND

THE MARITIME WORKERS UNION OF NIGERIA

1st OF JUNE 2018

PART 1

This procedural agreement is made this day 1ST of June 2018 between

Seaport Terminal Operators Association of Nigeria whose registered office is situated at shed 6, Lagos Port Complex Apapa, Lagos, Lagos, C/o ENL Terminal,

(Hereinafter referred to as the "Association") which expression shall where the context so admit include its successors in title and assignees on the one part.

AND

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

ARTICLE 1

1. The Association and the Union, have met together in free and voluntary association in the interest of harmonious employer/employee relations to determine Dockworkers conditions of service;
2. That the Association accepts the Union as the representative and negotiating body for its members in the various Terminals;
3. That a dockworker on joining a company is considered a non-unionized member and his voluntary decision is recognized in accordance with the Trade Union Amendment Act 2005;
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 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.

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, demote, transfer and terminate any employee. Even so, it is agreed that the Union is free to intervene, under just and reasonable cause, in matters affecting the welfare and employment of its members.
2. 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.
3. 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.
4. 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 Labor 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.

SIGNED BY THE WITHIN NAMED PARTIES

CHAIRMAN

NAME: DR. VICKY HAASTRUP
FOR: SEAPORT TERMINAL OPERATORS OF NIGERIA

PRESIDENT GENERAL

NAME: COM. ADE FAYE-A
FOR: MARITIME WORKERS UNION OF NIGERIA

IN THE PRESENCE OF:

1. Name

ASCANIO RUDD

Address

PTML

Position

PD

Organization

PTML

Sign / Date

[Signature]

1. Name

COM. IBRAHIM T. OHIZE

Address

MWUN

Position

PRESIDENT

Organization

MWUN

Sign / Date

[Signature]

2. Name

BOYE UZAMOT

Address

26 BURMA RD
ADAAA

Position

SECRETARY

Organization

STOAN

Sign / Date

[Signature] 18/12/18

2. Name

AKINGBOYE, FELIX S.

Address

MWUN

Position

Secretary General

Organization

MWUN

Sign / Date

[Signature] 18/12/18

Further to the attestation clause supra, NPA and NIMASA hereby append their signature as witnesses to the agreement.

NIGERIAN PORTS AUTHORITY

Name

KONI WONOSIKOU

Address

26/28 MARINA, LAGOS

Position

ASSI. GEN. MGR E&LR

Sign / Date

 18/12/18

NIGERIA MARITIME ADMINISTRATIVE AND SAFETY
AGENCY (NIMASA)

Name

GAMBO AHMED

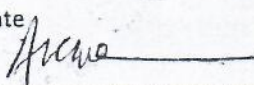
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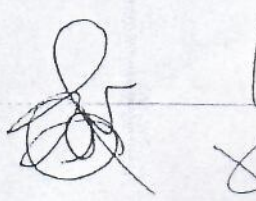
4 BURMA ROAD, ADATA, LAGOS

Position

EXEC. DIRECTOR / CHAIR, NJIC

Sign / Date

Ahmed  18/12/2018



PART 2

THE CONSTITUTION OF THE NATIONAL JOINT INDUSTRIAL COUNCIL SET UP BY THE SEAPORT TERMINAL - OPERATORS ASSOCIATION OF NIGERIA 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 2.

Negotiable items

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. Membership of Union
12. Check -off Dues
13. Cloak/Rest Room
14. Death Benefits
15. Productivity Bonus
16. Casual/Compassionate Leave
17. Promotion
18. Release of Union leaders for Union meetings and Activities.
19. 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.

ARTICLE 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 1st of the following month after agreement is reached.
- c) All agreements reached by the National 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) who are the regulatory body and convener of the meeting and also Chairman of the joint NJIC committees 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

ARTICLE 9.

Meetings and 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 by both parties setting out the business to be transacted at the meeting).

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.

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 make 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 duly recognized. The dockworkers reserve the right to make appeal to NIMASA through their union against any alleged wrongdoing of the employer. Confirmed case of stealing shall attract summary dismissal and forfeiture of entitlements.

ARTICLE 12.

Categorization of cargoes

Categorization of cargo shall be as follows:

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



ARTICLE 13.

Joint Consultative Committee

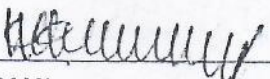
This agreement shall not preclude the establishment of Joint Consultative Committees at individual company level. A joint Consultative Committee shall allow the regular exchange of views and information between the Member Company and representative of its employees on matters of mutual interests affecting 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 (NPA) & 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 THE WITHIN NAMED PARTIES


CHAIRMAN
NAME: DR. VICKY HAASZ
FOR: SEAPORT TERMINAL OPERATORS OF NIGERIA


PRESIDENT GENERAL
NAME: COM. ADE LADUN
FOR: MARITIME WORKERS UNION OF NIGERIA

IN THE PRESENCE OF:

1. Name

ASCAMO RUSO

Address

PTML

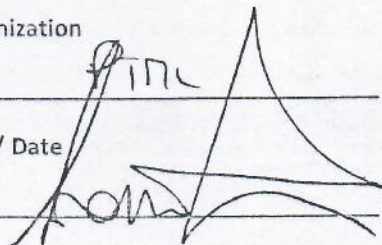
Position

TD

Organization

PTML

Sign / Date



1. Name

COM. IBRAHIM T. OHIYE

Address

MVUMU

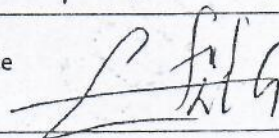
Position

PRESIDENT

Organization

MVUMU

Sign / Date



2. Name

BOYE UZAMOT

Address

26 BURMA RD
APAPA

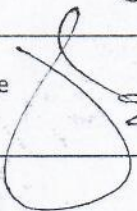
Position

SECRETARY

Organization

STO AN

Sign / Date

 18/12/18

2. Name

AKINGBOYE, FELIX S

Address

MWUN.

Position

Secretary General

Organization

MWUN

Sign / Date

Aug 18/12/18.



X

WITNESSED BY NIGERIA MARITIME ADMINISTRATION AND SAFETY AGENCY (NIMASA)

IN THE PRESENCE OF:



EXECUTIVE DIRECTOR (ML&CS)

NAME: G. Ambo

FOR: NIMASA



DIRECTOR MARITIME LABOUR SERVICES

NAME: IBRAHIM A. VIORIL

FOR: NIMASA

 
X #

APPENDIX A

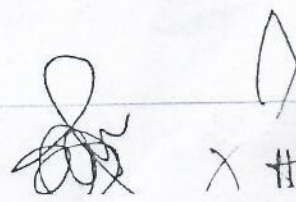
MANNING AND PRODUCTIVITY LEVEL

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

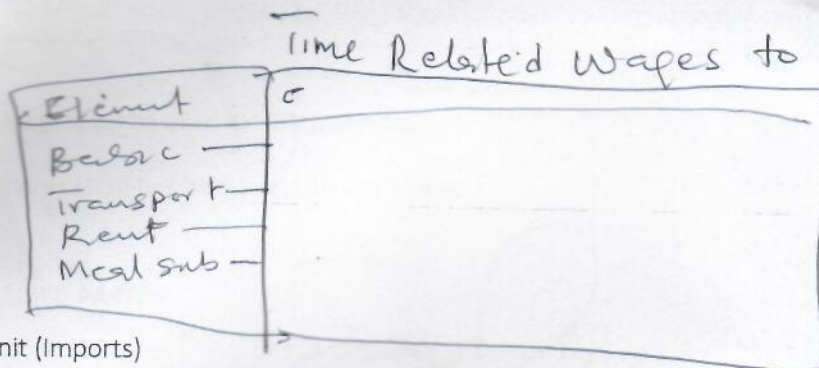
CARGO TYPE	CRANE OPERATOR	ON BOARD	ASHORE	PRODUCTIVITY PER/HOOK/SHIFT
Rice and Sugar	3	8	8	180 Tons per shift
Chemical	3	8	8	150 Tons per Shift
Iron & Jumbo	3	4	4	500 Tons per Shift
Fish (Frozen)	3	12	8	200 Tons per Shift
Vehicles/cars	3	4	4	
Fertilized (grabbing)	3	2	12	240 tons per shift
Fertilizer (bagging)	3	0	18	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.

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 labor requirements for such operation.
3. For Non-mechanized container operation, there shall be 4 men lashing/unlashing per hook per shift.



APPENDIX B



1. Rate per tonnage / unit (Imports)

Cargo Type	Old Rate NAIRA (N)	% Increase	New Rate NAIRA (N)	Remarks
Rice & Sugar	243.38	6%	257.98	Per ton
Chemical	243.38	6%	257.98	Per ton
Iron/Jumbo	243.38	6%	257.98	Per ton
Frozen Fish	280.51	6%	297.34	Per ton
Fertilizer Bagging	188.02	6%	199.30	Per ton
Cement / Gypsum / Clinker Grabbing	40.95	6%	43.41	Per ton
Wheat Suction	40.95	6%	43.41	Per ton
Liquid Bulk	38.5	0%	38.50	Per ton
Vehicle lo/lo	314.25	6%	333.11	Per Unit *
Vehicle ro/ro	273.14	6%	289.53	Per Unit *
Caterpillar, HDV, Forklift discharged lo/lo	243.38	6%	257.98	Per ton
Caterpillar, HDV, Fork lift discharged Ro/Ro	243.38	310.88%	1,000.00	Per unit *
Manual/Non Mechanized Transfer of cars from under hook / ramp to final place of rest	243.38	6%	257.98	Per unit **
Non Mechanized Full Containers 40'	1,714.30	10%	1,885.73	Per Unit
Non Mechanized Empty Containers 40'	813.12	15%	935.08	Per Unit
Non Mechanized Full Containers 20'	1,490.72	10%	1,639.79	Per Unit
Non Mechanized Empty Containers 20'	813.12	10%	894.43	Per Unit

2. General Cargo Export tonnage/unit rate

The present rate of N153.19 shall remain.

3. Time related Wages

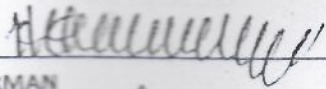
TIME RELATED	Old Rate	Increase	New Rate
Monthly Wage (inclusive of Basic, transport, rent and Meal subsidy)	41,745.00	19.77%	50,000.00
Hourly Rate	237.19	19.77%	284.09
Saturday Rate	355.78	19.77%	426.14
Sunday Rate	474.38	19.77%	568.18

\$0.78
\$1.17
\$1.57

4. Time related hourly wage shall be used for extra service.

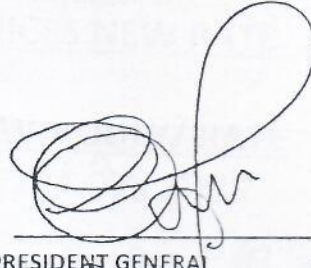
5. Incentives: Incentives shall not be subject to any increase

SIGNED BY THE WITHIN NAMED PARTIES



CHAIRMAN

NAME: DR. VICKY HAASTAD
FOR: SEAPORT TERMINAL OPERATORS OF NIGERIA



PRESIDENT GENERAL

NAME: COM. ASEFANIY-A
FOR: MARITIME WORKERS UNION OF NIGERIA

IN THE PRESENCE OF:

1. Name

ASCANIO RUSS

Address

PTML

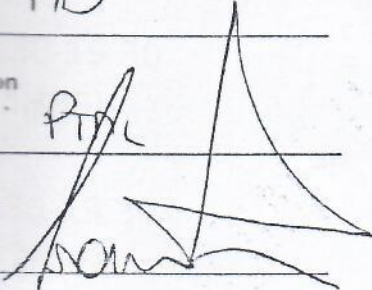
Position

NO

Organization

PTML

Sign / Date



2. Name

COM-IBRAHIM.T-OLIZE

Address

MWUUN

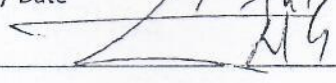
Position

PRESIDENT

Organization

MWUUN

Sign / Date



  X #

(1).

FROM 1ST JUNE, 2018-31ST MAY, 2020
PAYMENT CHART FOR TERMINAL WORKERS (CARGO HANDLERS) EXTRA
SERVICES NEW RATE.

<u>HOURLY RATE/SHIFT</u>	<u>NEW HOULY/ RATE</u>	<u>NEW RATE IN (N)</u>
07.30-15.30 (8HRS)	= 284.09X 8HRS <i>284.09 ÷ 363 = 0.78 × 8HRS</i>	= N2,272.72 <i>\$6.2</i>
07.30-18.30 (11HRS)	= 284.09X 11HRS	= N3,124.99 <i>\$8.6</i>
15.30-22.30 (7HRS)	= 284.09X 7HRS	= N1,988.63 <i>\$5.4</i>
22.30-06.30 (8HRS)	= 284.09X 8HRS	= N2,272.72 <i>\$6.26</i>
15.30-19.30 (4HRS)	= 284.09X 4HRS	= N1,136.36 <i>\$3.13</i>
07.30-19.30 (12HRS)	= 284.09X 12HRS	= N3,409.08 <i>\$9.39</i>
19.30-07.30 (12HRS)	= 284.09X 12HRS	= N3,409.08 <i>\$9.39</i>

(2).

WORKING FRIDAY

22.30-06.30

		Rate
1HR.30MIN OF ORDINARY DAY	=	284.09X 1HRS.30MIN =N426.14
6HRS.30MIN OF SATURDAY	=	426.14X 6HRS.30MN =N2,769.88
		<u>=N3,196.02</u>

19.30-07.30

4HR.30MIN OF ORDINARY DAY	=	284.09X 4HRS.30MIN =N1,278.41
7HRS.30MIN OF SATURDAY	=	426.14X 7HRS.30MIN =N3,196.05
		<u>=N4,474.46</u>

(3).

SATURDAY

<u>HOURLY RATE/SHIFT</u>	<u>NEW HOULY/ RATE</u>	<u>NEW RATE IN (N)</u>
07.30-15.30 (8HRS)	= 426.14X 8HRS	= N3,409.12
07.30-18.30 (11HRS)	= 426.14X 11HRS	= N4,687.54
15.30-22.30 (7HRS)	= 426.14X 7HRS	= N2,982.98
07.30-19.30 (12HRS)	= 426.14X 12HRS	= N5,113.68
15.30-19.30 (4HRS)	= 426.14X 7HRS	= N1,704.56

22.30-06.30

1HR.30MIN OF SATURDAY PLUS 6HRS.30MIN OF SUNDAY

SATURDAY	=	426.14X 1HR.30MIN	=N639.21
SUNDAY	=	568.18X 6HRS.30MIN	=N3,693.17
			<u>=N4,332.38</u>

19.30-07.30

4HRS.30MIN OF SATURDAY PLUS 7HRS.30MIN OF SUNDAY

SATURDAY	=	426.14X 4HR.30MIN	=N1,917.63
SUNDAY	=	568.18X 7HRS.30MIN	=N4,261.35
			<u>=N6,178.98</u>

(4).

SUNDAY

HOURLY RATE/SHIFT

NEW HOULY/ RATE

NEW RATE IN (N)

07.30-15.30
(8HRS)

= 568.18X8HRS

= N4,545.44

07.30-18.30
(11HRS)

= 568.18X 11HRS

= N6,249.98

15.30-22.30
(7HRS)

= 568.18X 7HRS

= N3,977.26

07.30-19.30
(8HRS)

= 568.18X 12HRS

= N6,818.16

15.30-19.30
(4HRS)

= 568.18X 4HRS

= N2,272.72

22.30-06.30

1HR.30MIN OF SATURDAY PLUS 6HRS.30MIN OF ORDINARY DAY

SUNDAY = 568.18X 1HR.30MIN =N852.27

ORDINARY DAY = 284.69X 6HRS.30MIN =N1,846.85

=N2,699.12

19.30-07.30

4HRS.30MIN OF SATURDAY PLUS 7HRS.30MIN OF ORDINARY DAY

SUNDAY = 568.18X 4HRS.30MIN =N2,556.81

ORDINARY DAY = 284.69X 7HRS.30MIN =N2,130.68

=N4,687.49

(5).

PUBLIC HOLIDAY

22.30-06.30

(8HRS)

1HR.30MIN OF SUNDAY PLUS 6HRS.30MIN OF SUNDAY

1HR.30MIN OF SUNDAY = 568.18X 1HRS.30MIN =N852.27

6HRS.30MIN OF SUNDAY = 568.18X 6HRS.30MIN =N3,693.17

=N4,545.44

19.30-07.30

(12HRS)

4HR.30MIN OF SUNDAY = 568.18X 4HRS.30MIN =N2,556.81

7HRS.30MIN OF SUNDAY = 568.18X 7HRS.30MIN =N4,262.35

=N6,818.16

(6).

22.30-06.30
(8HRS)

ORDINARY/PUBLIC HOLIDAY

1HR.30MIN OF ORDINARY PLUS 6HRS.30MIN OF SUNDAY

1HR.30MIN OF ORDINARY	=	284.09X 1HR.30MIN	=N426.14
6HRS.30MIN OF SUNDAY	=	568.18X 6HRS.30MIN	=N3,693.17
			<u>=N4,119.31</u>

19.30-07.30
(12HRS)

(SUNDAY RATE = P/H RATE)

4HR.30MIN OF ORDINARY	=	284.09X 4HRS.30MIN	=N1,278.41
7HRS.30MIN OF SUNDAY	=	568.18X 7HRS.30MIN	=N4,261.35
			<u>=N5,539.76</u>

(7)

SHIFT

FRIDAY/SATURDAY PUBLIC HOLIDAY

22.30-06.30

(8HRS)

1HR.30MIN OF FRIDAY PLUS 6HRS.30MIN OF SATURDAY PUBLIC HOLIDAY

1HR.30MIN OF FRIDAY	=	284.09X 1HRS.30MIN	=N426.14
6HRS.30MIN OF SATURDAY	=	568.18X 6HRS.30MN	=N3,693.17
			<u>=N4,119.31</u>

19.30-07.30

(12HRS)

4HR.30MIN OF FRIDAY	=	284.09X 4HRS.30MIN	=N1,278.41
7HRS.30MIN OF SATURDAY	=	568.18X 7HRS.30MIN	=N4,261.35
			<u>=N5,539.76</u>