

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 (DOCKWORKERS)**

2020-2023



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The Reviewed Agreement is made this day 1st of June 2020 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 2018 for a period of two (2) years, which expired on the 31st of May 2020;
- (iv) The parties had also executed a Procedural Agreement dated 1st June 2018 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 (MWUN) and the Seaport Terminals Association of Nigeria (STOAN), the Nigerian Maritime Administration and Safety Agency (NIMASA), the Nigerian Ports Authority (NPA) and the National Association of Stevedoring Companies (NASC) was inaugurated on the 6th of May, 2020 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 and National Association of Stevedoring Companies (NASC) join as member of NJIC.



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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 5%;
 - b. Vehicles rate shall be increased by 5%
 - c. 20' Full, 40' Full and 20' Empty, 40' Empty Container rates shall be increased by 10%;
 - d. General Cargo Export rate shall be increased by 5%;
 - e. Monthly Time related wage shall be reviewed from NGN 50,000 to NGN 57,500,
 - f. Hourly time related wage shall be reviewed from NGN 284.08 to NGN 326.69. However, any Terminal paying higher than NGN 326.69 shall continue to do so
 - g. Saturday time related wage shall be reviewed from NGN 426.13 to NGN 490.05
 - h. Sunday time related wage shall be reviewed from NGN 568.16 to NGN 653.39
4. End of Year/Christmas bonus shall be Minimum of NGN 20,000 and Maximum of NGN 50,000. However, any Terminal paying higher than NGN 50,000 shall continue to do so.
5. The under mentioned shall attract incentives which will take effect from 1st January, 2021, where such services are required. These incentives shall be paid by the Agency of the Vessel or whoever shall request for them and shall not be subjected to arbitrary increases without NJIC's consultations;
 - a) Work through shall be at the rate of NGN 1,200 per person
 - b) Rain allowance shall be the rate of NGN 1,000 per person
6. 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 for General Cargo Terminal shall be increased to NGN 750,000
 - b. Redundancy / Retirement of 10 years and above for Container Terminal shall be increased to NGN 1,000,000
 - c. Redundancy / Retirement between 5 to 9 years for General Cargo Terminal shall be increased to NGN 500,000;
 - d. Redundancy / Retirement between 5 to 9 years for Container Terminal shall be increased to NGN 700,000
 - e. Redundancy / Retirement between 2-4 years shall remain N150,000;
7. That Hazardous allowance shall be as follows:
 - a. Hazardous allowance per vessel of all Non-containerized cargo as per International Maritime Organization (IMO) list shall be increased to NGN 330,000,



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- b. Hazardous allowance per vessel of all non-containerized cargo including (Charcoal, Gypsum Wheat, Cocoa, Corn, Clink, Fertilize and Cement) shall be increased to NGN 330,000,
 - c. Hazardous allowance per fertilizer vessel only shall be increased to N385,000; Please note that IMO hazardous cargo list classifications shall be strictly adhered to.
 - d. Hazardous allowance per vessel on Fish Operation shall be N 250,000 and payable by the vessel
 - e. Palm kernel operations:
 - i. Hazardous allowance shall be reviewed from NGN 400,000.00 (Four Hundred Thousand Naira) to NGN 440,000 (Four Hundred and Forty Thousand Naira) shall be paid per vessel of palm kernel shells only.
 - ii. Payment of NGN 880,000.00 (Eight Hundred and Eighty 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.
- All Hazardous allowances payment shall be the responsibility of the vessel and its agent.

8. A minimum payment for burial expenses shall be as follows:
- a. A minimum of N350,000 shall be paid to next of kin of any deceased dockworkers as burial expenses in addition to Group Life Insurance which shall be in place.
 -  b. **If any terminal is paying more, they shall continue to pay the higher amount.**

The other details are attached as Appendix B

- 9. It is agreed that all arrears arising as a result of this negotiation shall take effect from 1st June 2020;
- 10. That this reviewed agreement shall be valid for a period of 3 years effective from 1st of June 2020 – 31st May 2023;
- 11. 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;
- 12. That all parties shall continue to abide by all safety standards as set from time to time by the relevant agencies.
- 13. That in the event of any member of the Association paying higher than the agreed negotiated percentage; a 5% 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 terminals that are not paying the agreed minimum standard wage, NIMASA as the regulatory agency shall enforce compliance.

- * 14. That henceforth all Terminal Operators should provide the regulatory Agency in charge of dockworkers welfare the following documents:
- Copy of Conditions of Service for Dockworkers clearly stating all entitlements and welfare benefits;
 - Evidence of compliance with Employees Compensation Act 2010;
 - Evidence of Group Personal Accident Policy (GPA);
 - Evidence of payment to National Social Insurance Trust Fund (NSITF);
 - Evidence of pension remittance;
 - Evidence of registration with NIMASA;
 - Copy of contract of Agreement with Hospitals as it relates with retainer-ship on behalf of Dockworkers in case of accidents.
15. That there shall be three (3) categories of Dockworkers namely:
- Time-related (Permanent Dockworkers)
 - Tonnage/Unit payment Dockworkers
 - Extra services Dockworkers.

* Letters of appointment shall be issued accordingly stating the category of its employment. A dockworker can only belong to one category.

16. That the Union officials shall be released for Union activities upon issuance of a notice of not less than 48 hours to their employers
17. That whosoever causes delay or stoppage of operations without notice and necessary consultation shall be responsible for payment of accrued extra services.
18. That all future negotiations on minimum standards/conditions of service for the Dock Labor industry shall be facilitated by the NJIC.
19. 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
20. That In the event of breach of this agreement, the aggrieved party shall first take the matter to the NJIC for settlement.
21. 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 regulatory agencies



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SIGNED BY THE WITHIN NAMED PARTIES

Hekekekeke
Chairman

NAME:

FOR: SEAPORT TERMINAL OPERATORS OF NIGERIA (STOAN)

PRINCESS VICKY HASTON
NAME: ADE (DOLLY) ASINWALE
FOR: MARITIME WORKERS UNION OF NIGERIA (MWUN)

IN THE PRESENCE OF:

1. Name

Com. Felix A. Anugboye

Address

114 DSho Drive DSho

Position

Secretary General

Organization

MWUN

Sign / Date

August 18/3/21

2. Name

ASCANIO RUSSO

Address

PITC TERMINAL

Position

MANAGING DIRECTOR

Organization

PITC

Sign / Date

10 MAR 21



[Signature]

PROCEDURAL AGREEMENT

BETWEEN

SEAPORT TERMINAL OPERATORS ASSOCIATION OF NIGERIA

AND

THE MARITIME WORKERS UNION OF NIGERIA

1st OF JUNE 2020

BETWEEN

SEAPORT TERMINAL OPERATORS ASSOCIATION OF NIGERIA

AND

THE MARITIME WORKERS UNION OF NIGERIA

1st OF JUNE 2020



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PART 1

This procedural agreement is made this day 1ST of June 2020 between

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 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

Parties notes 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: PRINCESS VICKY HARRISON
FOR: SEAPORT TERMINAL OPERATORS OF NIGERIA (STOAN)


NAME:

FOR: MARITIME WORKERS UNION OF NIGERIA (MWUN)





IN THE PRESENCE OF:

1. Name

ABIE U. AKPAN (MRS)

Address

FEDERAL MIN OF LABOUR & EMPLOYMENT

Position

DIRECTOR, TRADE UNIONS & IND. REL.

Organization

Sign / Date

Abie U. Akpan
18-2

2. Name

ASCANIO RUSSO

Address

PTMC TERMINAL

Position

MD

Organization

PTMC TERMINAL

Sign / Date

Ascario Russo

18-MAR-21

IN THE PRESENCE OF (continued):

3. Name

Mr. Felix S. Akingboye

Address

119 Osho Bode, Oshodi, Lagos

Position

Secretary General

Organization

MMN

Sign / Date

Felix S. Akingboye 18/3/21

4. Name

IMAM ALI AMINU

Address

FED MIN OF TRANSPORTATION

Position

DEPUTY DIRECTOR (CARGO & SHIPPING DEV)

Organization

Sign / Date

Imam Ali Aminu 18/03/21



Signature

Signature

5. Name

50 of Sunmole

Address

Adipochuwo str Apapa

Position

President

Organization

Mahmud Association of Shetadong Group

Sign / Date

11/11/2021

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

NIGERIAN PORT AUTHORITY

NIGERIAN MARITIME
ADMINISTRATION AND SAFETY
AGENCY

Name

CHARLES B. OKAGA

Address

NO 26/28 MARINA, LAGOS

Position

PRINCIPAL MANAGER

Sign / Date

18/03/2021

Name

ENG. VICTOR OCHES ESQ

Address NIMASA, 4 BURMA
ROAD, APAPA LAGOS.

Position

EXECUTIVE DIRECTOR

Sign / Date

18/03/21



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PART 2

CONSTITUTION OF THE NATIONAL JOINT INDUSTRIAL COUNCIL

Title

The name of the council shall be "NATIONAL JOINT INDUSTRIAL COUNCIL (NJIC) 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. Working Level/Mode of Operations
2. Salary
3. Transport Allowance
4. Housing Allowance
5. 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.

1. 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.



- 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 minimum period of 2 years.
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 Management of NIMASA to act as the chairman of 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) 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).



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LE 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 its functions and may delegate any of their powers to such committees. The minutes of such meetings 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 about the business to be transacted at the meeting).

ARTICLE 10.

Composition

It shall consist of no fewer than 8 members: of the council and of these, 4 shall be the Management'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



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- 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.
- 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.

Classification of cargoes

Classification 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

The agreement shall not preclude the establishment of Joint Consultative Committees at individual company level. A joint Consultative Committee shall allow the regular exchange of 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. The members shall have the final decision of the Management of the individual company.

Article 14.

Relationship with Ports Authority (NPA) & Nigerian Maritime Administration And Safety Agency (NMA)

Port, 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.



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SIGNED BY THE WITHIN NAMED PARTIES

[Signature]
[Name]

PRINCESS VILKY HAASTRUP
SEAPORT TERMINAL OPERATORS OF NIGERIA (STOAN)

[Signature] [Signature]
SEAPORT TERMINAL OPERATORS OF NIGERIA (STOAN)

SEAPORT TERMINAL OPERATORS OF NIGERIA (STOAN)

IN THE PRESENCE OF:

1. Name	2. Name
<u>Felix S. Akingsaye</u>	<u>ASCANIO RUSO</u>
Address	Address
<u>Oslo Drive, Oshodi, Lagos</u>	<u>PITIC TERMINAL</u>
Position	Position
<u>Managing General</u>	<u>MD</u>
Organization	Organization
<u>MWUN</u>	<u>PITIC TERMINAL</u>
Sign / Date	Sign / Date
<u>[Signature] 18/3/21</u>	<u>[Signature]</u>



[Signature]

REFERENCE OF (continued):

4. Name

Y. I. AG (MRS)

IMAM ALI AMINU

Address

Min of LABOUR & EMPLOYMENT

FED MIN OF TRANSPORTATION

Position

TRADE UNION & LAB REL.

DEPUTY DIRECTOR CABOTAGE & SHIPPING DE

ation

Organization

to

Sign / Date

per 03-21

[Signature] 18-03-21

[Signature]

Ladijo Okwale Sh. Azapa

Position

President

ization

Maritime Association of Stevedoring Companies

[Signature] 18 03 21

of 20



[Signature] # [Signature]

DIX A

AND PRODUCTIVITY LEVEL

al Cargo (e. Rice, Sugar, and Fertilizer in Bags). Three (3) shifts system is advised
straight hour."

CAR TYPE	CRANE OPERA TOR	ON BOAR D	ASHOR E	PRODUCTIVI TY PER/HOOK/SH IFT
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
Vehicle/cars	3	4	4	
Fertilizer (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) Trimming	Men	3000 Tons per day
Wheat (Suction)	3	Eight (8) Trimming	Men	3000 Tons per shift
Non Mechanized (Container)	3	4	4	600 Units per Shift.

Non-mechanized container operation, 4 men are booked on extra services of
loading/unloading per shift.



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warehouse groupage/stacking area and Jumbo bag operation, B gang (8 men) per machine are booked on extra service operation.

Gang stand by/ waiting vessel arrival, B gang (8 men) contingency only and must be booked by the agency of vessel.

Warehouse bulk stacking/stacking area loading operation, Wharf finger/ stacking areas operation are to be handled by registered dockworkers. Where Loaders are used it shall be N25,000 per truck.

For discharge operation on roro vessel/transfer, Status quo shall remain and no pushing of lead vehicles.

For Customs examination/stuffing and un-stuffing, B gang (8 men) for 20' and 14 men for 40' containers

Weekend/public holiday operations on tonnage/unit rate reviewed as per section 2 above.

Night shift operation: not applicable. Port operation is on 3 shifts of 24 hours.

The hatch cleaning operation of a Vessel, 8 men shall be booked per shift

wheat suction- trimming Gang, 8 men shall be booked per shift.

Barge OPERATION

Mechanized loading/discharging of Empty, Full Containers Lolo shall attract extra service with 4Men onboard the barge. Payment shall be per man/shift.



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B

per tonnage / unit (Imports)

Cargo	Old Rate	%	New Rate	Remarks
Type	NAIRA (N)	Increase	NAIRA (N)	
	257.98	5%	270.89	Per ton
	257.98	5%	270.89	Per ton
	257.98	5%	270.89	Per ton
	297.34	5%	312.22	Per ton
/ Clinker Grabbing	199.30	5%	209.29	Per ton
	43.41	5%	45.58	Per ton
	43.41	5%	45.58	Per ton
	38.50	0%	38.50	Per ton
	333.11	5%	349.77	Per Unit
Forklift discharged lo/lo	289.53	5%	304.01	Per Unit
V, Fork lift discharged Ro/Ro	257.98	5%	270.89	Per ton
Mechanized Transfer of cars from under hook / place of rest	1,000.00	5%	1,050.00	Per unit
Full Containers 40'	257.98	5%	270.89	Per unit
	1,885.73	10%	2,074.30	Per Unit
Empty Containers 40'	935.08	10%	1,028.60	Per Unit
Full Containers 20'	1,639.79	10%	1,803.78	Per Unit
Empty Containers 20'	894.43	10%	983.88	Per Unit
Port	153.19	5%	160.85	Per unit

23-20



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Time related Wages

ED	Old Rate	Increase	New Rate
(inclusive of Basic, transport, rent and Meal	50,000.00	15%	57,500.00
	284.09	15%	326.69
	426.14	15%	490.05
	568.18	15%	653.39

3. Time related hourly wage shall be used for extra services

YES	Rate	
Per person	1,200.00	Per person
Per person	1,000.00	Per person
Per person	20,000.00-50,000.00	Per person

EX C

Committee Recommendation Summary

- That NIMASA shall in compliance with MIMASA Act 2007, train and certify all dockworkers on all modern cargo handling operations at duly recognized institutions. List of such workers shall be made available to dock labour employers.
- Dock labour employers shall notify NIMASA on engagement or termination/exit of any dockworker and shall regularly update NIMASA on its operational manpower every six months.
- That MWUN shall also ensure that members' monthly pension contributions are remitted by the Employers. Any act of non-compliance with the Pension Act, 2014 to the appropriate authority (NIMASA) who is to report defaulters to the National Pension Commission (PENCOM).
- Safety and health Committees including employers and workers representatives shall be constituted at every Port where there are a significant number of workers. The establishment, composition and functions of such committees shall be determined by national regulations or other appropriate methods consistent with the organizations of employers and workers concerned, and in the light of local circumstances.
- assist in the prevention and recurrence of occupational accidents and disease, measures shall be taken to ensure that they are reported to the competent authority and are necessary, investigated.



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in accordance with national laws and regulations or national practice a sufficient number of adequate and suitable sanitary and washing facilities shall be provided and properly maintained at each workplace.



BEFORE ME
IKECHUKWU UKAOLIKE
NOTARY PUBLIC OF NIGERIA

Certified By Me: _____
This 24th Day of March 2021

NOTARY PUBLIC



[Handwritten signatures]