

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MAGICAL CRUISE COMPANY, LIMITED

AND

**FEDERAZIONE ITALIANA TRASPORTI – CISL
– ITF INTERNATIONAL DEPARTMENT Italy**

Effective January 1, 2023

Collective Bargaining Agreement between Magical Cruise Company, Limited and Federazione Italiana Trasporti – CISL – ITF
International Department Italy

Effective January 1, 2023

- 1 -



INDEX

- Article 1. - Parties
- Article 2. - Application of the Agreement
- Article 3. - Wages and Condition
- Article 4. - Calculation of Wages
- Article 5. - Hours of Duty
- Article 6. - Hours of Rest
- Article 7. - Overtime
- Article 8. - Leave Pay
- Article 9. - Service in Case of Emergency
- Article 10. - Provisions and Dock Work
- Article 11. - Service in Warlike Operations Area
- Article 12. - Employment Commencement Expenses
- Article 13. - Sick Pay and Medical Care
- Article 14. - Conditions Regarding Medical Care
- Article 15. - Compensation for Loss of Life
- Article 16. - Repatriation
- Article 17. - Discrimination and Harassment Prohibited
- Article 18. - Maternity
- Article 19. - Uniforms, Food and Accommodations
- Article 20. - Crew's Effects, Loss or Damage through Misfortune
- Article 21. - Termination of the Crew Contract
- Article 22. - Ship Emergency Leave Pay Procedures
- Article 23. - Indemnification of Company
- Article 24. - Grievances
- Article 25. - Discipline and Termination
- Article 26. - Training
- Article 27. - Union Exclusivity & Representatives
- Article 28. - Union's Membership
- Article 29. - Breach of Agreement
- Article 30. - Amendments to Agreement
- Article 31. - Waivers and Assignments
- Article 32. - Validity of the Agreement

Collective Bargaining Agreement between Magical Cruise Company, Limited and Federazione Italiana Trasporti – CISL – ITF
International Department Italy

Effective January 1, 2023



COLLECTIVE BARGAINING AGREEMENT

This Agreement (hereafter called “The Agreement”) is effective from the first day of January, 2023 until the thirty-first day of December 2026. A period of four years. On an annual basis, the parties agree at the request of either party to discuss any changes to the agreement, including changes to the ITF Policy Guidelines, fully to maintain the integrity of the Agreement. Thereafter this Agreement will be automatically renewed on a yearly basis, unless cancelled by either of the parties, with at least 30 days’ notice prior to expiration.

Article 1 – Parties

MAGICAL CRUISE COMPANY, LIMITED, trading as “Disney Cruise Line” (hereafter referred to as the “Company”), agents of the ships on Annex 1, as such Annex may be amended from time to time.

FEDERAZIONE ITALIANA TRASPORTI – CISL – ITF INTERNATIONAL DEPARTMENT Italy (hereinafter referred to as the Union) with its office in Rome, Via Antonio Musa, 4, Phone 442861315 – Fax 4402991.

Article 2 - Application of the Agreement

- A) The provisions of this Agreement shall apply to all Magical Cruise Company, Limited Seafarers (for the purposes of this agreement Seafarers and Crew are used interchangeably) enrolled or to be enrolled on board the vessels listed in Annex 1, according to Bahamian Merchant Shipping legislation and relevant bulletins, the vessel’s Flag State administration.
- B) Seafarers will be engaged on a Crew Contract for a fixed term not to exceed 8 months. The parties have agreed to the use of Crew Contracts by the Company. An illustrative copy of a Crew Contract is attached to this agreement as Annex 6. A date of disembarkation will be set at engagement but may be extended or reduced by 1 month for operational convenience. Any personnel to whom this Agreement is applicable, in accordance with paragraph A) above, shall be covered by the Agreement with effect from the date on which he/she is engaged, whether he/she has signed articles or not, until the date on which he/she signs-off and/or the date until which, in accordance with this Agreement, the Company is liable for the payment of wages.
- C) All Seafarers who are covered by this Agreement and the Union shall not conduct strikes, work slowdowns, lockouts and similar action at sea and in ports during the length of this agreement.
- D) If the Company, due to circumstances outside of its control, suspends operations the parties agree to the following:
 - a. A Crew Member engaged at the time of suspension of operations who requests to end their current contract term early shall be permitted to do so without penalty unless the Company, in its sole discretion, considers the Crew Member as essential to the safe manning of the ship. Upon termination, the Crew Member will receive compensation up to the end of the revised contract term and will be provided repatriation in accordance with Article 16 below.
 - b. In the event of a suspension of operations, the Company in its sole discretion may terminate the contract of a currently engaged Crew Member who is not essential to the safe manning of the vessel by providing a minimum of 30 days’ notice, or equivalent pay in lieu of notice. Alternatively, the Company in its sole discretion may offer Crew Members, including those in gratuity positions, an opportunity to enter into an addendum to their Crew contract for a minimum of 44 hours of Guaranteed Weekly Basic Wages and leave pay. The 44 hours per week will be assigned across any five days of the workweek and may include functions outside the role for which the Crew Member is engaged. Hours offered in addition to 44 hours will be

paid at the Guaranteed Weekly overtime rate and maybe assigned across any seven days of the workweek.

- c. Crew Members who are required to stay on board to meet safe manning requirements of the ship will continue to work their required hours of duty and guaranteed overtime but will not be required to work additional overtime hours unless required for the safe manning of the ship. Compensation will continue to be paid in accordance with this Agreement and individual Crew Contract.
- d. The contract report date of Crew Members with a report date after suspension of operations will be adjusted to the earliest date the Crew Member is able to join the ship once the Company resumes commercial operations.

Article 3 – Wages and Condition

- A) Effective January 1st 2023 the wage paid to each Seafarer shall be according to the attached Annexes 2, 3, 4 and 5 and shall, after allowing for all statutory deductions and/or deductions authorized by the Seafarer, be paid to the Seafarer directly. Annexes 2, 3 and 4 for 2024, 2025 and 2026 will be mutually agreed upon prior to the first Sunday in January of each year
- B) Wage Scale adjustments may be made by mutual agreement of the parties during the term of the Agreement and shall be documented in a Memorandum of Understanding to be attached hereto.
- C) The wages are to be calculated in US dollars only, and will be paid bi-weekly in arrears by the 7th day after the end of the bi-weekly pay period. The Company will provide a statement of wages covering the period of payment.
- D) The Company will provide to the Crew Member the ability to transmit, by bank wire transfer, their earnings via the Crew Office on their assigned vessel. The Crew Member may enroll for this service upon commencement or during their employment. It is the responsibility of the Crew Member to advise the Crew Office of the amount to be transferred at each pay period. The Company may charge a fee for this service that shall be reasonable in amount.
- E) The Company will provide each Crew Member with a Pay Card at no cost. Wages will be paid bi-weekly by direct deposit to the Pay Card. Crew Members will have access to their payroll by the following means:
 - The ability to transmit, by bank wire transfer, their earnings via their on-line accounts through the Pay Card. There will be a fee for this service that shall be reasonable in amount.
 - Cash withdrawal from the Crew Services Office at no cost.
 - Cash withdrawal from an ATM on board. First three withdrawals in each pay period at no cost.
 - Ability to access funds via the card at retail locations, ATMs, and banks worldwide. Some fees may apply depending on locations and personal use of card. All Crew Members will be provided with a fee schedule at time of enrollment
- F) The Company will follow the allotment process as set forth in the POEA Standard terms and conditions governing the employment of Filipino Seafarers onboard ocean going vessels.

Article 4 - Calculation of Wages

- A) For the purpose of calculating wages, a calendar week shall be regarded as having seven (7) days from Sunday through Saturday. For representation of monthly wages in the wage scales, a month shall be regarded as consisting of 4.33 weeks. Wages are applicable commencing from the date of embarkation until the date of disembarkation (sign-on the vessel and sign-off the vessel).

- B) For the purpose of calculating wages for a partial week, weekly wages shall be prorated. The calculation of wages is based on the daily rate (Total Weekly Wage divided by 7) and the number of days worked during the workweek.

Article 5 - Hours of Duty

The ordinary hours of duty shall be forty-four (44) per week and the guaranteed overtime hours shall be a minimum of twenty-six (26) per week.

- A) Deck / Engineering Officers – Guaranteed Total Monthly Wage (column 4 of Annex 2) includes:
1. Monthly Base Wage for ordinary hours (column 1)
 2. Guaranteed Monthly Overtime for work between 44 and 70 hours per week (i.e. Sunday to Saturday and Public Holidays worked) (column 2)
 3. Leave Compensation based on 8.5 days base wage per month (column 3)
 4. Guaranteed Total Monthly Wage is in return for 70 hours of work per week or 303.10 hours per month.
- B) Deck / Engineering Crew and Staff Petty Officers – Consolidated Guaranteed Total Monthly Wage (column 6 of Annex 3) includes:
1. Guaranteed Monthly Base Wage for ordinary hours of 44 hours per week (190.52 hours per month) (column 1)
 2. Guaranteed Monthly Overtime for work between 44 and 77 hours per week (190.52 and 333.41 hours per month) (i.e. Sunday to Saturday and Public Holidays worked) (column 2)
 3. Guaranteed Overtime Rate
 4. Leave Compensation based on 8.5 days base wage per month (column 4)
 5. Guaranteed Monthly Supplement (Column 5)
 6. Guaranteed Total Monthly Wage is in return for an average of 80.5 hours per week (348.56 hours per month). (Column 6)
 7. Additional hours rate for hours worked above 87 hours per week (376.71 hours per month) (Column 7). Additional hours above 87 hours per week (376.71 hours per month) are only to be used in exceptional safety and / or operational circumstances.
 8. The maximum numbers of hours of work are within the limits described by Flag Administration and MLC2006.
- C) Other Personnel (Hotel, Entertainment, and Human Resources) –
1. Non-Gratuity Positions - The Guaranteed Total Monthly Wage for this group (Column 6 of Annex 4) includes:
 - i. Guaranteed Monthly Basic Wage for a forty-four (44) hour ordinary work week (column 1)
 - ii. Guaranteed Monthly Overtime for work between 44 and 70 hours per week (i.e. Sunday to Saturday and Public Holidays worked) (column 2)
 - iii. Leave Compensation based on 4.5 days base wage per month (column 3)
 - iv. Guaranteed Total Monthly Wage is in return for 70 hours per week or 303.10 hours per month.
 - v. Any hours worked in excess of the ordinary and guaranteed overtime hours (in excess of 70 hours per week) shall be paid overtime according to the Extra Overtime Rate in column 5 of Annex 4.
 - vi. The maximum numbers of hours of work are within the limits described by Flag Administration and MLC2006.

- b. Gratuity Positions - The Guaranteed Total Monthly Wage for this group (Column 5 of Annex 5) includes:
- i. Monthly Basic Wage for a forty-four (44) hour ordinary work week and payable via gratuities on a bi-weekly basis (column 1)
 - ii. Guaranteed Overtime for work between 44 and 72 hours per week (i.e. Sunday to Saturday and Public Holidays worked) and payable via gratuities on a bi-weekly basis (column 2)
 - iii. Supplemental Overtime based on 12 overtime hours per week and payable via gratuities on a bi-weekly basis (column 3)
 - iv. Leave Compensation based on 4.5 days base wage per month (column 4)
 - v. The Guaranteed Total Monthly Wage received by Seafarers in this group shall be made up of both gratuities from guests and pay from the company (column 5). The Company is obliged to advise passengers of suggested gratuity amounts. Seafarers who receive gratuities from passengers should share a portion of the gratuities with Seafarers who assist them. The Company may provide gratuity-sharing guidelines and assist the process of gratuity sharing.
 - vi. If within any two consecutive full 14-day payroll periods, the minimum total income earned, including gratuities, is less than the Guaranteed Monthly wage, as listed in Annex 5 (attached) the Company will compensate in the amount of any such deficiency. This also applies during periods that the ship is in dry dock.
 - vii. Any hours worked in excess of the ordinary and guaranteed/supplemental overtime hours (in excess of 84 hours per week) shall be paid overtime according to the Extra Overtime Rate in column 7 of Annex 5.
 - viii. The maximum numbers of hours of work are within the limits described by Flag Administration and MLC2006.

Article 6 – Hours of Rest

- A) Each Seafarer shall have at least 10 hours of rest scheduled within a 24-hour period.
- B) The 10-hour rest period can be broken into no more than two parts. If the break is divided into two parts, one part has to be a minimum of 6 hours long. The second part is not allowed to be shorter than 30 minutes (examples: 2 breaks of 6/4, 6.5/3.5, 7/3, 9hours and 30min/30min).
- C) Nothing in this standing shall be deemed to impair the right of the Master of a ship to require a Seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. Accordingly, the Master may suspend the schedule of hours of work or hours of rest and require a Seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the Master shall ensure that any Seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.
- D) The Company will comply with the vessel's Flag State administration, the Bahamian Merchant Shipping legislation and relevant bulletins, in the relevant sections of the STCW Convention and Code and MLC2006 Convention.

Article 7 - Overtime

- A) For non-gratuity positions, any hours worked in excess of the guaranteed overtime hours shall be paid for by overtime according to the Extra Overtime Rate in column 6 of Annex 3 and column 5 of Annex 4. For gratuity positions, any hours worked in excess of the guaranteed and supplemental overtime hours shall be paid for by overtime according to the Extra Overtime Rate in column 7 of Annex 5. The Company will record overtime worked for each Seafarer and Crew. The Seafarer and Crew shall review and sign the overtime records at the end of each pay period with their supervisor.
- B) For the purpose of calculating overtime wages for a partial week, eligibility for additional compensation at the Extra Overtime Rate or Additional Hours Rate is determined on a daily basis for each day worked during that week.
1. Deck/ Engineering Crew and Staff Petty Officers, Any hours worked in excess of 12.4 hours each date (87 hours divided by 7) are paid at the Additional Hours Rate,
 2. Hotel, Entertainment & HR Non-Gratuity Positions - Any hours worked in excess of 10 hours each day (70 weekly hours divided by 7) are paid at the Extra Overtime Rate.
 3. Gratuity Positions - Any hours worked in excess of 12 hours each day (84 weekly hours divided by 7) are paid at the Extra Overtime Rate.

Positions on Annexes 2, 3 4 and 5 that do not have an Extra Overtime Rate in the column designated are not eligible for additional compensation for hours worked in excess of 303.10 per month.

- C) The Company will comply with the vessel's Flag State administration, the Bahamian Merchant Shipping legislation and relevant bulletins on hours of rest.

Article 8 – Leave Pay

- A) Deck and Engineering Officers, Crew and SPO personnel shall be entitled to eight and one-half (8.5) days of Leave Compensation for each month of service or prorated for partial months. Leave Compensation shall be based on the Monthly Base Pay.
- B) Personnel other than Deck and Engineering shall be entitled to four and one-half (4.5) days of Leave Compensation for each month of service or prorated for partial months. Leave Compensation shall be based on the Monthly Base Pay.
- C) Qualifying service shall count from the time a Seafarer or Crew is originally signed on board, whether he/she signed the contract or not, until the final sign-off. Accrued Leave Compensation may be paid to the Seafarer or Crew at the end of his/her period of service and shall be in accordance with the amount set forth in the respective wage scale.

Article 9 - Service in Case of Emergency

Crew members are required to work any hours necessary in case of emergency, directly affecting the immediate safety of the vessel, passengers, and Crew, of which the Master shall be the sole judge, or for safety or boat drill, or work required to give assistance to other vessels or persons in immediate peril. .

Article 10 –Provisions and Dock Work

- A) Seafarers and Crew shall not be required to carry out dock cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF dockers union concerned unless ITF dockers union workers are not available and the Company's guests cannot otherwise be accommodated, and provided that the individual Seafarer or Crew who carries out such duties shall be adequately compensated.
- B) For the purpose of the clause "cargo handling" may include but is not limited to:
- Loading and unloading of passenger luggage. However, this does not include the onboard distribution and collection of passenger luggage which is considered Seafarers' work.



- Loading and unloading of ships' spares and provisions. However, this may not include onboard transportation and does not include onboard stowing which is considered Seafarers' work.
- C) Compensation for such work performed during the normal work week, as specified in the Hours of Duty Article, shall be by payment of the overtime rate listed in column 5 of the wage scales contained for each hour or part of an hour that such work is performed, instead of the basic pay rate.

Article 11 - Service in Warlike Operations Area

- A) During the assignment, a Seafarer or Crew shall be given full information if the Ship expects to enter into a warlike operations area in the Ship's trading pattern and shall have the right not to proceed to such warlike operations area, in which event, he/she shall be repatriated at Company's cost with benefits accrued until the date of return to the port of engagement.
- B) Where a ship enters into an area where warlike operations take place, the Seafarer or Crew will be paid a bonus amounting to double the basic wage for the duration of this ship's stay in such area subject to a minimum of five (5) days' pay. Similarly, the compensation for disability and that more shall be doubled.
- C) The existence and location of a "warlike operations area" will be indicated by the Company from information received from the ITF and other relevant bodies.
- D) A Seafarer or Crew shall have the right to accept or decline the assignment without risking losing his/her employment or suffering any other detrimental effects.

Article 12 – Employment Commencement Expenses

Transportation to and from the airport in the Seafarer's home city is the responsibility of the Seafarer. The Company will, reimburse the reasonable economy class cost of train travel between the Seafarer's home city and the nearest airport with scheduled service. Provided original receipt accompanies the reimbursement request. Transfers from airports will be provided by the Company, therefore bus, train or taxi fares from airports to port of embarkation are not to be reimbursed.

- A) Expenses via gateway cities and itineraries shall be in accordance with the Company's Travel Policy.
- B) Gratuity position seafarers shall provide their initial joining flight ticket. The gratuity positions will undergo training and familiarization at the commencement and during their initial contract.
- C) The Seafarer is required to maintain and renew his or her medical certificate at his/her expense. Before signing on a ship for a new service period, the Seafarer will ensure that his or her medical certificate is valid for at least the length of the expected service period. The Seafarer shall obtain physicals as requested by the Company at medical facilities designated by the Company. Medical Certificates will have a validity of up to two years. The Seafarer is required to meet all Company vaccine requirements prior to embarkation.
- D) The Company will pay for the cost of the Seafarer's visa. The Company will not reimburse the Seafarer for other out of pocket expenses (e.g. travel, subsistence or accommodation) incurred to obtain their visas.
- E) Seafarers are required to maintain their licenses/certificates in order and up to date as well as to pay for any renewal or yearly dues on same.
- F) The Seafarer shall provide proof from a local competent local authority in his home country that he has never been convicted of a felony or comparable serious crime or otherwise specified by Company Policy.
- G) No deposits for travel expenses will be required by the Company.

Article 13 – Sick Pay and Medical Care

Filipino Crew Members receive medical benefits pursuant to the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels. The Filipino Seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work but in no case shall this period exceed one hundred twenty (120) days

- A) When a Seafarer becomes sick or injured while in the service of the ship and is medically disembarked, the Company will pay the prorated Total Guaranteed Monthly Basic Wage for as long as the Seafarer remains on board or until repatriated to their home country. Thereafter the Seafarer will receive the prorated Guaranteed Monthly Basic Wage until the ending date of the Maximum Employment period as set forth in their Crew Contract; such time the Seafarer returns to duty; attains maximum medical improvement; or one hundred twenty (120) days from the day of the injury or commencement of the sickness; whichever occurs first.
- B) The Company shall be excluded from liability in respect of (1) injury incurred otherwise than service of the ship (2) injury or sickness due to the willful misconduct of the sick, injured or deceased Seafarer, and (3) sickness or infirmity intentionally concealed when the engagement is entered into.
- C) Medical Care will be paid in accordance with the law of The Bahamas. Exception will be made for Filipino Crew who receive medical benefits pursuant to the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels.
- D) In the event of illness or injury resulting in Seafarer being medically disembarked prior to securing and offloading their belongings or in the event of a death while in service of the vessel, the Company will take appropriate measures to safeguard property until it can be returned to the Seafarer or their next of kin.

Article 14 - Conditions Regarding Medical Care

All payments related to medical care shall be subject to the following conditions:

- A) The Seafarer shall comply with the instructions of the Company or their Agents at the port where he/she is landed, subject to medical approval.
- B) The Seafarer shall report his/her arrival at his/her own home or original place of engagement whichever is appropriate to the Company or their Agents as soon as possible after repatriation.
- C) The Seafarer provides the Company with the relevant medical certificates indicating the illness evolution as required by the Company.

Article 15 - Compensation for Loss of Life and Disability

- A) Filipino Crew receive medical benefits, accidental death benefits, burial benefits, permanent disability benefits and other benefits pursuant to the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels
- B) As compensation for accidental death while in the service of the ship, Seafarer will be eligible for death benefits up to \$90,000 USD plus an additional \$20,000 USD for each dependent under the age of 21 years up to a total of four dependents. As compensation for natural death while in the service of the ship, Seafarer will be eligible for death benefits up to \$45,000 USD plus an additional \$10,000 USD for each dependent under the age of 21 years up to a total of four dependents.
- C) Maximum benefit payable for accidental death while in the service of the ship is \$170,000 USD. Maximum benefit payable for natural death while in service of the ship is \$85,000 USD. Benefits will be paid to the estate of the deceased Seafarer.
- D) The Company will pay for the repatriation of the Seafarer's body subject to any local government restrictions or laws which prevent them from doing so. If the death occurs at sea, the Company agrees, as far as possible, to repatriate the body unless the Master of the Ship determines that such a course of action would impair the health and welfare of his passengers and Crew.
- E) As compensation for burial expenses related to a death occurring on board or ashore during the period of engagement, the Seafarer's beneficiary will be eligible for burial expenses up to a maximum of \$1,000 USD.
- F) In the event a Seafarer suffers permanent disability as result of an accident while in the employment of the Company, including accidents occurring while travelling to or from the ship, and whose ability to work as a

Seafarer is reduced as a result thereof, but excluding permanent disability due to willful acts, shall in addition to sick pay be entitled to compensation to be determined on an individual basis in accordance with the specific circumstances of the Seafarer and based on the degree of disability. For example, the scale may be determined as:

Degree of Disability	Disability Compensation (USD)
100%	\$120,000
75%	\$90,000
60%	\$72,000
50%	\$60,000
40%	\$48,000
30%	\$36,000
20%	\$24,000
10%	\$12,000
<10%	Pro-rated

The amounts paid under this Section shall be the sole and exclusive remedy for any and all claims for disability compensation against the Company.

Article 16 – Repatriation

Repatriation will be paid by the Company upon the Seafarer’s successful completion of the term of the Crew Contract. The only exception is termination of employment based on serious default of the Seafarer’s employment obligations. The repatriation will be completed by expeditious means available to the Company. The Seafarer will be repatriated to the point of hire or the country of residence as indicated by the Crew Member upon engagement. The Seafarer traveling by air shall be entitled to standard airline baggage allowance offered by the airlines. The cost of additional baggage will be the responsibility of the Seafarer. Accommodations will be provided by the Company if required during repatriation.

Article 17 – Discrimination and Harassment Prohibited

Discrimination against or harassment of anyone by Seafarers on the basis of race, color, sex, nationality, ethnic origin, religion, age, sexual orientation, pregnancy or disability will not be tolerated and may constitute cause of termination of employment.

Article 18 – Maternity

- A) The limited nature of shipboard medical facilities makes it impossible to properly address prenatal care or any potential complications or emergencies that may arise during a pregnancy while at sea. Consequently, pregnant Seafarers may not remain employed on board the vessel during the final three months of pregnancy under any circumstances. Pregnant Seafarers who are interested in continuing to be employed in their positions in spite of the health risks, may do so only until the day the pregnant Seafarer enters the 24th week of their pregnancy and only under the following circumstances:
1. The pregnant Seafarer must pay for the cost of childbirth and for any and all associated pregnancy related services and expenses required during the pregnancy;



2. The pregnant Seafarer must obtain the confirmation of pregnancy from a licensed Shore side Obstetrician / Gynecologist (OB/GYN) at one of the ship's ports of call, at the earliest possible opportunity;
 3. The pregnant Seafarer must notify the ship's physician as soon as the Seafarer becomes aware that she is pregnant and must obtain from the ship's physician the forms to be completed by the Seafarer and her Shore side OB/GYN;
 4. After taking into consideration the Seafarer's medical history, shipboard life, job description, and any special circumstances, the Seafarer's Shore side OB/GYN and the ship's physician must agree to continue to treat the Seafarer and must grant the Seafarer medical permission to sail for a specific period of time, not to exceed the day the pregnant Seafarer enters the 24th week of pregnancy;
 5. The pregnant Seafarer must continue to be able to perform the essential functions of her job without endangering her health and safety;
- B) If at any time, the Seafarer fails to fulfill any of the circumstances in items A) 1-5 above, then the Seafarer must:
1. Sign off the vessel
 2. Upon sign off, the Company will provide the pregnant Seafarer with an air ticket home and 12 weeks of basic pay.
 3. If the Seafarer is determined medically to be Fit for Duty, with a favorable rehire status, at the conclusion of the pregnancy but no later than twelve (12) months after sign off, then the Company will rehire the Seafarer in the first available position.

Article 19 – Uniforms

- A) Uniforms shall be worn in accordance with rank and subject always to Company rules. When signing-off, the uniforms received must be returned to the Wardrobe department and should be maintained in good order. The Company will provide uniforms and laundering of the same free of charge to the Seafarers.
- B) The Company shall provide personal protection equipment (PPE) and safety equipment which is to be worn and used according to the Company regulations and guidelines. The equipment is the property of the Company. Protective equipment for personal use is to be returned to the Company when signing off.

Article 20 - Crew's Effects, Loss or Damage through Misfortune

- A) When a Seafarer to whom this Agreement applies, suffers on board a total or a partial loss, or damage to his/her personal effects, as a result of the wreck, loss, stranding or abandonment of the vessel, or as a result of fire, flooding or collision, he/she shall be entitled to recover from the Company compensation up to a maximum of USD four thousand two hundred and fifty (\$4,250)
- B) The Seafarer shall certify that any information provided with regard to loss property is true to the best of his/her knowledge.

Article 21 – Termination of the Crew Contract

- A) Either party may terminate the Crew Contract at will and without cause before the end date of the Maximum Employment Period set forth in the Crew Contract by providing thirty (30) days verbal or written notice for Crew and sixty (60) days' notice for officers or verbal or written notice to the end of their contract. The Company may, in lieu of providing the notice required in this subsection, pay to Crew Member or officers the Cash Compensation payable by the Company to the Crew Member or officers during the notice period. Exception will be made for Filipino Crew based on the provisions of the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels.
- B) The Company may terminate the Crew Contract immediately for any good cause, including without limitation, neglect of duties, unexcused absence, incompetence, insubordination, failure to comply with any rules, regulations, policies, guidelines or other standards issued by the Company, endangering the Vessel or its Crew



or guests, misconduct while aboard or away from the Vessel, violation of any criminal law, or breach of any provision of the Crew Contract.

- C) The Crew Contract shall terminate in the event of Crew Member's death.
- D) A Crew Member may terminate the Seafarers' employment agreement, with a notice period shorter than that stipulated in the contract, due to exceptional circumstances for compassionate reasons (e.g. bereavement, family illness). The Crew Member will provide the Company with documented justification evidencing the necessity for termination. The Company will consider the documented justification sympathetically, but Re-hiring will always be in the discretion of the Company.

Article 22 – Ship Emergency Leave Pay Procedures

A) Definition:

1. The Company will allow a Seafarer a work break of up to fourteen (14) days due to the severe illness or imminent death of an immediate family member or other serious personal emergency.
2. An immediate family member is defined as a spouse, qualified same-sex domestic partner, sister, brother, child, grandchild, grandparent, parent, parent-in-law, or stepchild of the Crew Member.
3. If a Seafarer is especially close to a relative other than those listed above, leave may be granted by the head of Human Resources or the designated Human Resources representative.

B) Terms:

1. All Crew Members are eligible for an emergency leave.
2. A Crew Member will **not** be paid for the time they are on emergency leave. The actual number of days granted should be based on the travel distance, ship's schedule and other relevant factors.
3. All emergency leaves must be approved by the appropriate Steering Committee member, the shipboard Human Resources Manager, and the Captain Island Operations Director (as applicable).
4. Emergency leave travel may be booked through the Company, but the Crew Member will be required to pay for the travel prior to being provided a ticket. A return date (within fourteen days of departure) will be required in order to request travel.
5. An emergency leave may be allowed for up to 30 days in extraordinary circumstances subject to approval by the Crew Member's department leader, the Captain Island Operations Director, and a shore side Human Resources Executive.
6. If a Crew Member is within 30 days of completing the current contract, the contract length may be shortened to accommodate the emergency leave, provided the Company can operationally accommodate the request.
7. The contract completion bonus applicable to the period of the contract worked prior to the start of emergency leave is paid upon the return of the Crew Member. If the contract is shortened to accommodate an emergency leave, the bonus will be paid at the start of the leave when the Crew Member disembarks the ship. The Contract Completion Bonus is not paid for the period the Crew Member is on emergency leave.
8. If an immediate family member dies while a Crew Member is on emergency leave, the Crew Member may be granted bereavement leave for up to a maximum of 5 days starting with the date of the death. The Crew Member will be paid for the bereavement leave in accordance with the bereavement leave policy. If the Crew Member's contract was shortened for the emergency leave, there is no eligibility for bereavement leave.
9. The Company reserves the right to require verification and/or proof regarding emergency leave requests. Falsification of such requests may be grounds for immediate disciplinary action, not to exclude termination.

Article 23 – Indemnification of Company

Collective Bargaining Agreement between Magical Cruise Company, Limited and Federazione Italiana Transporti – CISL – ITF
International Department Italy

Effective January 1, 2023

Where a Seafarer illegally stays in a country or if he/she is discharged for carrying narcotics or if he/she intentionally damages property or injures a person on the vessel, then the Company may recover any actual losses it suffers such as fines, lawsuits or replacement/repair costs from the Seafarer.

Article 24 – Grievance and Arbitration Procedures

A) Statement of Fair Treatment

The Company recognizes that Seafarers have the basic right to be respected and treated in a fair and just manner at all times by leaders and fellow Seafarers. Onboard the ship, all Seafarers must function as a team in order to deliver excellent service through their efforts. By accepting this fact, it is important that the Company and Seafarers communicate with one another to solve misunderstandings or correct mistakes when they occur.

B) Commitment to Crew

The Commitment to Crew is a mandatory process by which a Seafarer can appeal a disciplinary action or termination that he/she feels was unjust. The Seafarer's right to speak up without the fear of retaliation will be protected throughout this process. As outlined in Annex 5, the Commitment to Crew has two appeal processes available to Seafarers, which must be exhausted prior to resorting to the grievance and arbitration procedure as outlined below.

- 1) Disciplinary Action Appeal
- 2) Termination Action Appeal

C) General Principles

- 1) A grievance means a complaint or dispute concerning a violation of a term or terms of this Agreement where the Seafarer feels his/her rights have been violated.

The Seafarer and the Company shall seek to resolve grievances at the lowest level possible following the procedures set forth in the Commitment to Crew process. All Seafarers will be provided a copy of the Commitment to Crew process when hired. However, since a grievance may relate specifically to a person or persons about whom the complaint is to be made, including the Master, the Seafarer can at any time complain directly to the Union or to the Company.

The Seafarer has the right to be accompanied or represented during the grievance procedure by another Seafarer of his/her choice.

All grievances shall be made in writing and all decisions concerning grievances shall be recorded in writing and a copy provided to the Seafarer concerned.

The Company shall ensure that there are procedures in place to safeguard against the possibility of retaliation of Seafarers for filing complaints.

The Company shall ensure that all Seafarers will have access to a copy of this Agreement upon request on-board the Ship.

In the event that a written notice or grievance from the Seafarer is received by a representative of the Company on board or shore side in a manner that is not consistent with the procedure in this section, the notice will be forwarded to the appropriate Company representative for a response.



The Seafarer shall continue to peacefully and satisfactorily perform his/her duties and the parties shall faithfully observe this Agreement while grievances are being resolved.

The grievance procedure is voluntary, but the arbitration procedure described below is mandatory, with such arbitration being the only forum in which a grievance or other dispute may be resolved outside of the grievance procedure, and the only forum in which the resolution of the grievance or other dispute will be binding on the Company. Access to this grievance process does not extend any applicable statute of limitations of an arbitration action as more fully described herein.

2) On Board Procedure

No grievance raised under this Agreement will be accepted and processed until the Commitment to Crew process has been completely exhausted. At the point that the Seafarer has exhausted the Commitment to Crew process and is not satisfied with the outcome he/she may file a grievance pursuant to the following procedure:

If the Seafarer is dissatisfied with the Master's decision, or if the Master is the subject of the grievance, then within ten (10) days of the decision, the Seafarer shall submit the grievance in writing to the designated Union Representative – Remo Di Fiore, Rome, Italy, Via Antonio Musa, 4 and to the Company at Disney Cruise Line – Human Resources Manager, 3 Queen Caroline Street, London, England W6 9PE.

Unless there are circumstances rendering this impracticable, a decision on the grievance shall be rendered by the Company in writing within thirty (30) days after receipt of the grievance.

3) Shore Side Procedure

If the Seafarer has a grievance and is not on board the vessel, then the Seafarer shall either in person or through a representative submit the grievance to the Company within ten (10) days of sign off or ten (10) days from the date the Seafarer knew or should have known of the grievance, whichever is later. The grievance shall be submitted in writing to Disney Cruise Line – Human Resources Manager, 3 Queen Caroline Street, London, England W6 9PE with the Company.

Unless there are circumstances rendering this impracticable, a decision on the grievance shall be rendered by the Company in writing within thirty (30) days after receipt of the grievance.

If the Seafarer is dissatisfied with the decision of the Company, then within ten (10) days of the decision the Seafarer shall refer the grievance in writing to the Union Representative – Remo Di Fiore, Rome, Italy, Via Antonio Musa, 4 and to the Company at Disney Cruise Line – Human Resources Manager, 3 Queen Caroline Street, London, England W6 9PE.

4) Conciliation Conference

Within thirty (30) days of receipt of the written notice of the Seafarer's grievance being presented to the Union in accordance with the foregoing provisions, the Union and the Company shall confer to resolve the dispute.

The outcome of the Conciliation Conference shall be rendered in writing by the Company; the Company will consult with the Union on the wording of the written outcome before it is formally rendered.

5) Arbitration Procedure

If conciliation is unsuccessful in resolving the grievance it must be referred to arbitration to the exclusion of any other legal or court proceeding. All Seafarer shall be resolved exclusively by mandatory binding arbitration pursuant to the terms specified in the Crew Contract.

All disputes of any kind or nature whatsoever, and every conceivable claim, demand, dispute, action, suit, petition or controversy of any kind or nature without any limitation whatsoever that Seafarer may bring or assert against the Company, Master, Employer, Ship Owner, Vessel, Vessel operator, regardless of where, when or how the incident or matters giving rise to such dispute occurs, and no matter how described, plead or styled, shall be referred to and resolved exclusively by binding arbitration in Nassau, Bahamas, to the exclusion of any other fora, venue or jurisdiction, except as otherwise provided in any government mandated contract, such as those contracts with Filipino Seafarers who are required to arbitrate in Manila, Philippines pursuant to the Philippines Overseas Employment Administration (POEA). The parties and the arbitrator may agree to attend via video conference

Arbitration requests must be made in writing pursuant to the terms of the Crew Contract within ten (10) days after the date of the outcome of the Conciliation Conference, or, if no grievance has been filed, within one (1) year from the date of the occurrence giving rise to the grievance or dispute, or the date the Seafarer knew or should have known of the occurrence giving rise to the grievance or dispute, except for claims for personal injury or death, which may be commenced within three (3) years.

A request for arbitration brought outside the time limit above will not be recognized and will be time-barred.

All arbitration must be brought by or on behalf of Seafarers in their own names, and not on behalf of others or an unnamed basis.

The procedural and substantive law of the arbitration shall be the law of The Bahamas. The language of any arbitral proceedings shall be English. Any damages awarded shall follow, comport with, and be made in accordance with the Judicial College Guidelines for the Assessment of General Damages in Personal Injury Cases.

The Company, Union and the Seafarer agree to select an arbitrator and conduct arbitration in accordance with the Agreement and the Crew Contract.

Each party shall bear its own attorney's fees and costs incurred in connection with arbitration, but the Company shall incur the payment for the costs of the arbitration itself, including charges by the arbitrator.

The Union may, at its sole discretion, decline to represent a Seafarer in an arbitration if the Union believes that the claim lacks merit.

In the event any term, provision or condition of this Article is invalid or unenforceable, for any reason, it shall be deemed severed and the remaining terms, provisions, conditions and parts of this Article shall not be affected thereby and shall remain enforceable and in full force and effect.

6) Governing Law

This Agreement shall be construed in accordance with the laws of The Bahamas, without regard to any conflicts of laws principles.

The arbitrator, not any federal, state or local court or agency shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of the arbitration provisions herein including, but not limited to any claim as to choice of law, or that all or any part of this Agreement is void or voidable.

Article 25 – Discipline and Termination

- A) Nothing contained in this Agreement is intended or to be so construed by any party as restricting in any way the lawful authority of the Master or to give to any Seafarer cause or excuse for refusing or failing to carry out the lawful order of any superior.
- B) The Company may terminate the employment of the Seafarer:
 - i) Upon the misconduct of the Seafarer giving rise to a lawful entitlement to dismiss in accordance with any policy within the Safety Management System (SMS) or The Disney Cruise Line Employee Policy Manual and in accordance with the Company's formal procedures.
 - ii) If the Seafarer fails the Drug and Alcohol Test applied by the Company or their Agents or refuses to subject him/her to such tests when required.
 - iii) If the Seafarer is discharged for serious or willful default of the Seafarer's employment obligations, or any other serious infraction, then the Seafarer shall not be eligible for rehire.
 - iv) If the Seafarer is terminated for serious or willful default of employment obligations, the Company shall not pay for the Seafarer's repatriation as outlined in Article 16.
 - v) For any good cause as outlined in Article 21 Section B
- C) The Company has the right to terminate the employment of any Seafarer at will and without cause before the end date of the Maximum Employment Period set forth in the Crew Contract by providing thirty (30) days verbal or written notice for Crew and sixty (60) days for officers or verbal or written notice to the end of their contract. In lieu of notice, the Company may pay the guaranteed total monthly wage of thirty (30) days' pay for Crew or sixty (60) days' pay for officers. Exception will be made for Filipino Crew based on the provisions

of the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels.

Article 26 – Training

A) The Company shall ensure that onboard training and familiarization is provided to each Seafarer to as to comply fully with the provisions of the IMO Convention Standards of Training, Certification and Watchkeeping, as amended.

Article 27 – Union Exclusivity & Representatives

- A) Only the Union Signatory hereto is recognized by the Company as representatives of Seafarer covered by this Agreement. All personnel to whom this Agreement is applicable shall be members of FIT/CISL – Rome – International Seafarers Department.
- B) The Company recognizes the Union’s right to nominate a representative for who access to be granted on board to the Seafarers related matters and to the specific issues as any specific Seafarer case might require.
- C) All ITF representatives are subject to Article 2 section C and agree they will not encourage or condone any Seafarer to engage in such activity.

Article 28 -- Union’s Membership

- A) The Company shall pay membership fees in accordance with the terms of the ITF Special Agreement. The Company shall, on their own behalf, pay contributions to the I.T.F. Seafarers International Assistance Welfare & Protection as specified in the ITF Special Agreement, attached as Annex 1. The Special Agreement with the ITF will be renewed annually, on the anniversary date of this agreement.
- B) The Company shall pay on behalf of each Seafarer, the Union fees in accordance with the terms of the relevant organization. The fees are specified in a separate Memorandum of Understanding.
- C) The undertakings of the Company as outlined in the ITF Special Agreements for Cruise Vessels are more specifically outlined and clarified in this Agreement. Any dispute with regard to the Company’s undertakings under the ITF Special Agreements for Cruise Vessels will be discussed by the parties. In the event of an interpretation issue of the undertakings in the ITF Special Agreements Cruise Vessels, the provisions of this Agreement will supersede the Special Agreements.

Article 29 – Breach of Agreement

If the Company neglects to meet the requirements of this Agreement, the Union, acting on behalf of the Seafarer, shall be entitled to takes such measures against the responsible parties. No arrest of a Company’s vessel shall be attempted by the Union or a Seafarer (where the Seafarer has notified the Union of the complaint) covered by this Agreement unless one hundred and twenty (120) days’ notice, in writing, is given to the Company of the asserted claim with particulars and of the intent to arrest the vessels.

Article 30 – Amendments to Agreement

This Agreement may be modified by mutual consent of the parties to the Agreement. If the Union and the Company mutually agree on amendments in addition with regard to the ones already stipulated in this Agreement, such amendments shall be specified in the Special Agreement between FIT/CISL – ITF – ROME International Seafarers Department and the Company.

Article 31 – Waivers and Assignments

The Company undertakes not to demand or request any Seafarer to enter into any document whereby, by way of waiver of assignment or otherwise, the Seafarer agrees or promises to accept variations to the terms of this agreement or return to the Company, their servants or agents any wages (including back wages) or other

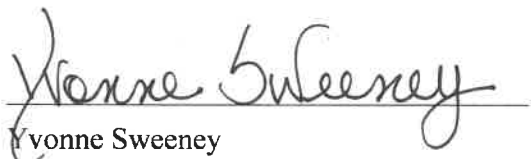
emoluments due or to become due to him/her under this Agreement; and the Company agrees that any such document already in existence shall be null and void and of no legal effect.

Article 32 – Validity of the Agreement

This Agreement shall be effective from January 1, 2023 through December 31, 2026 and further for one year at a time if a request for termination is not given with three months' notice either by the Company or the FIT/CISL – I.T.F. – Rome – International Seafarers Department. The terms and conditions of this Agreement shall be reviewed annually by the Company and the Union and if at any time the Company and the Union mutually agree on amendments and/or additions to this Agreement, such amendments and additions shall be agreed in writing and signed by the parties and considered incorporated in the Agreement.

For the Disney Cruise Line (“Company”)

FIT-CISL – ITF International Department - Italy



Yvonne Sweeney
Vice President HR/DI DCL and
Disney Signature Experiences



Remo Di Fiore
Responsible

12.13.22

Date

29/12/22

Date