

**COLLECTIVE BARGAINING AGREEMENT FOR
NON-DOMS SEAFARERS EMBARKED ON ITALIAN
INTERNATIONAL REGISTER VESSELS OR VESSELS
UNDER THE BARE-BOAT SYSTEM**



A collection of handwritten signatures in black and blue ink, arranged in a loose, scattered pattern. The signatures vary in style, including cursive and stylized initials. Some are in black ink, while others are in blue ink. The signatures are located in the lower half of the page, below the main title.

Article 1 Application

- 1.1. This Collective Bargaining Agreement applies to all seafarer who are neither citizen nor resident in a Member State of the European Union, embarked on board of Italian cargo vessels listed in the Italian International Registry pursuant to Legislative Decree no. 457 of December 30, 1997, converted, with amendments, into Law no. 30 of February 27, 1998.
- 1.2. The seafarer shall be subject to this Agreement, signed between CONFITARMA, ASSARMATORI and the Italian Trade Unions in compliance with art. 3 clauses 2 & 3 of Italian Law n. 30/1998, from the date on which they are engaged until the date on which they sign off or the date until which, in accordance with this Agreement, the Shipowner, as per MLC, 2006 definition, is liable for the payment of wages.
- 1.3. The shipowner-seafarer relationship is regulated by a Seafarer Employment Agreement (SEA) of a definite (fixed-term) period, which shall be expressly stipulated at the beginning of the relationship. The Seafarer Employment Agreement shall be terminated at the date of its expiry.

Article 2 Medical Fitness and pre-Employment

- 2.1. The Shipowner shall be entitled to require that any seafarer shall have a medical certificate, which is in compliance with MLC and STCW, issued by a duly qualified medical practitioner. The above medical certificate shall be issued:
 - a) by a duly qualified medical practitioner authorized by the State of the seafarer if that Member has ratified the MLC2006.
 - b) by a duly qualified medical practitioner of the State listed in the Circular n. 1163 of the Maritime Safety Committee (MSC) of International Maritime Organization (IMO) concerning Standards of Training, Certification and Watchkeeping for Seafarers (STCW 78) as amended.
 - c) by a medical practitioner recognized by the Shipowner in accordance with the requirements of STCW 78, as amended or, in case seafarers are not covered by STCW, in accordance with ILO/IMO/WHO International Guidelines if the State of the seafarer has not ratified the MLC2006. The Shipowner shall also be entitled to require that any seafarer is holding the vaccinations needed and that he/she answers faithfully any questionnaire on his/her state of health, which may be required.
- 2.2. The company shall be entitled to require that any seafarer shall have a satisfactory pre-employment medical examination, at company expense, by a company-nominated doctor and that the seafarer answer faithfully any questionnaire on their state of health which may be required. Failure to do so may affect the seafarer's entitlement to compensation as per the terms and conditions of this Agreement. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination.
- 2.3. Each seafarer shall undertake to serve the shipowner competently and shall undertake that they possess, and will exercise, the skill commensurate with the certificates which they declare to hold.

Article 3 Probationary Service

- 3.1. The first three months of service during the first term of employment with the shipowner shall be regarded as probationary and both the seafarer and the shipowner shall be entitled to terminate the employment prior to the expiry of the contract during this period. In such

event the cost of repatriation shall be the responsibility of the party who gives notice of termination but the compensation for earlier termination of employment provided in Article 19.4 shall not apply.

Article 4 Non-Seafarers Work

- 4.1. Seafarers shall not be required or induced to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union concerned and provided that the individual seafarers volunteer to carry out such duties, for which they shall be adequately compensated.
- 4.2. Compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate specified in Annex 2 for each hour or part hour that such work is performed, in addition to the basic wage. Any such work performed outside the normal working week will be compensated at double the overtime rate.
- 4.3. Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, seafarers shall not be instructed or induced to undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute.

Article 5 Duration of Employment

- 5.1. A seafarer shall be employed for a period mutually agreed by shipowner and seafarer, as reported in the SEA, and such period may be extended or reduced by 1 month for operational convenience. The employment shall be automatically terminated upon the terms of this Agreement at the first arrival of the ship in port after expiration of that period. The duration of employment is based on a maximum of 11 (eleven) months.
- 5.2. The SEA shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. For the purpose of this Article the terms "piracy" and "armed robbery against ships" shall have the meaning indicated by Standard A2.1 of MLC,2006 as amended.

Article 6 Hours of Duty

- 6.1. The normal hours of duty of all Seafarers shall be 8 (eight) per day, Monday to Friday inclusive and 4 (four) on Saturday, totalling 44 (forty-four) per week (191 per month).

Article 7 Overtime

- 7.1. Any hours of duty in excess of the 8 (eight) from Monday to Friday and in excess of the 4 (four) hours on Saturday, shall be paid for by overtime. The hourly overtime wage shall be paid as the column 10 of Annex 2 attached to the present collective bargaining agreement. This compensation has been agreed to be above the minimum MLC, 2006 requirements.
- 7.2. At least 70 (seventy) hours weekday overtime shall be paid monthly to each seafarer as stipulated in Col. 2 of the attached wage scale calculations (Annex 2).

- 7.3. Records of all overtime shall be maintained by the master, or a person assigned by the master, and endorsed by the seafarer at no greater than monthly intervals.
- 7.4. Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril shall not count for overtime payment.

Article 7 bis
Weekend Compensation

- 7 bis.1. At least 1.5 (one and a half) days per week, 6.5 (six and a half) days per months shall be paid to all seafarers as Weekend Compensation as stipulated in Col. 3 of the attached wage scale calculations (Annex 2). Any hour of duty performed in excess of 8 (eight) hours on Saturday and Sunday and all hours of duty on Public Holidays shall be paid at the rate stipulated in Col. 10 of the attached wage scale calculations (Annex 2).

Article 8
Holidays

- 8.1. For the purpose of this Agreement the days listed in Annex 3 shall be considered as holidays at sea or in port. If a holiday falls on a Saturday or a Sunday, the following working day shall be considered as additional leave (column 5 of Annex 2).

Article 9
Rest Periods

- 9.1. In accordance with the Maritime Labour Convention and the STCW Convention, the seafarer shall have a minimum of 10 (ten) hours of rest in any 24 (twenty-four) hours period and 77 (seventy-seven) hours of rest in any seven-day period. The 10 (ten) hours of rest may be divided into no more than two periods, one of which shall be at least 6 (six) hours in length, and the interval between consecutive periods of rest shall not exceed 14 (fourteen) hours. Additional periods of rest to such minimum shall be considered to reach the 77 (seventy-seven) hours of rest in any seven-day period and/or to allow more favourable condition.
- 9.2. This period of 24 hours shall begin at the time a seafarer starts work immediately after having had a period of at least 6 (six) consecutive hours off duty.
- 9.3. The shipowner shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each capacity on board in the working language and in English.
- 9.4. Musters, training, fire-fighting and lifeboat drills, and drills prescribed by Italian laws and regulations, shall be conducted in a manner that minimizes the disturbance of rest periods, does not induce fatigue and the attendance shall be considered working time.
- 9.5. The seafarer shall receive copy of the records pertaining to them which shall be endorsed by the master, or a person authorized by the master, and by seafarers.
- 9.6. A short break of less than 30 minutes will not be considered a period of rest.

Article 10
Wages, Social Benefits and Bonus

- 10.1. The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scales (Annex 2) and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the seafarer. The amount of column 8 (US\$ 30), which is a contribution to the Owner's costs for IMO & Training, is not to be paid cash to the seafarer.
- 10.2. The seafarer shall be entitled to payment of his/her monthly net wages, after deductions, in US dollars, or in another currency agreed with the seafarer, at the end of each calendar month.
- 10.3. For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 10.4. No seafarer employed in the Deck or Engine departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.
- 10.5. In case of bilateral agreements between Confitarma or Assarmatori and the competent government of the seafarer's country of residence, approved by undersigned unions, wages will be determined according to the national law of the seafarer.
- 10.6. With reference to Italian Law no. 30/98, Article 3, clauses 2 & 3, the Social Partners agree that, for the seafarer who is neither citizen nor resident in a Member State of the European Union, the applicable social security legislation is that in his/her respective country of residence. For this reason, the seafarer concerned is entitled to a monthly bonus for social benefits as specified in column 4 of Annex 2. The foregoing bonus shall be understood to mean the payment in full or in part of the social security and pension contributions. It is mandatory for the seafarer to deposit the foregoing bonus in his private or national pension fund and the Shipowner shall not be held liable if the seafarer fails to make the payment in his country of residence. The seafarer will receive every month the foregoing bonus only if she/he is not resident in Countries which provide for the direct payment of social security contributions by the Shipowner or if she/he is not resident in Countries which have a bilateral agreement with Italian Flag State in this matter.
- 10.7. Cash payment shall be in compliance with Italian law.
- 10.8. Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the SEA and this Agreement shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations.

Article 11
Allotments

- 11.1. Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of up to 80% of basic wages after allowing for any deductions as specified in Article 10, in line with the provision of ILO MLC, 2006 Standard A.2.2, paragraph 5.

Article 12
Leave and additional leave

- 12.1. Each seafarer shall, on the termination of employment for whatever reason, be entitled to payment of 7,5 days' leave and additional leave, equivalent to 60 hours for each completed month of service and pro rata for a shorter period. Hours of leave and additional leave include regular monthly leave and the work performed on public holiday and others.
- 12.2. Payment for leave shall be at the rate of pay applicable at the time of termination.

Article 13
Subsistence Allowance

- 13.1. When food and/or accommodation are not provided on board, the shipowner shall be responsible for providing food and/or accommodation of suitable quality.

Article 14
Watch-keeping

- 14.1. Watch-keeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- 14.2. It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on day work.
- 14.3. While watch-keeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant national and international rules and regulations, and, in addition, whenever deemed necessary by the master or officer of the navigational watch.
- 14.4. The Master and Chief Engineer shall not normally be required to stand watches.

Article 15
Safe manning

- 15.1. The Ship shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a three-watch system whenever required and in no case manned at a lower level than in accordance with relevant and applicable laws, rules and regulations.

Article 16
Shorthand Manning

- 16.1. Where the complement falls short of the agreed manning, for whatever reasons, the basic wages of the shortage category shall be paid to the affected members of the concerned department. Every effort shall be made to make good the shortage before the ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Article 7.

Article 17
Services in High Risk /Warlike Operations Areas

- 17.1. The terms and conditions to be implemented to all seafarers on board a vessel operating in the High Risk/Warlike Operations Areas are those indicated in the special agreements originally signed between Confitarma and the signatory Italian Trade Union.
- 17.2. The High Risk/Warlike Operations Areas are those defined from time to time by International Bargaining Forum.

Article 18
Seafarers'Effects

- 18.1. When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding or collision, excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the shipowner compensation up to a maximum specified in Annex 4.
- 18.2. The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.

Article 19
Termination of Employment

- 19.1. The employment shall be terminated:
 - a) upon the expiry of the agreed period of service identified in Article 5;
 - b) when signing off owing to sickness or injury, after medical examination in accordance with Article 22.
- 19.2. The shipowner may terminate the employment of a seafarer:
 - a) by giving one month's written notice to the seafarer;
 - b) on the misconduct or incompetence of the seafarer in accordance with Article 21.
 - c) upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
- 19.3. A seafarer to whom this Agreement applies may terminate employment:
 - a) for his own will by giving one month's written notice of termination to the Shipowner or the Master of the ship;
 - b) when, during a voyage it is confirmed that the wife or, in the case of a single person, a parent, has fallen dangerously ill
 - c) if the ship is about to sail into a High Risk/Warlike Operations Areas, in accordance with Article 17 of this Agreement;
 - d) if the seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration of trading pattern;
 - e) if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW) 1978, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships as supplemented

by the Protocol of 1996 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a Ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;

- f) if the ship has been arrested and has remained under arrest for 30 days;
- g) if after any agreed grievance procedure has been invoked, the shipowner has not complied with the terms of this Agreement;

19.4. A seafarer shall be entitled to receive compensation of two months' basic wage on termination of their employment in accordance with 19.2(a) and (c), 19.3(c), (d), (e), (f) and (g) above and Article 24.1.

19.5. It shall not be grounds for termination if, during the period of the agreement, the shipowner transfers the seafarer to another vessel belonging or related to the same owner/manager, on the same rank and wages and all other terms, if the second vessel is engaged on the same or similar voyage patterns. There shall be no loss of earnings or entitlements during the transfer and the shipowner shall be liable for all costs and subsistence for and during the transfer.

Article 20 Repatriation

20.1. Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.

20.2. During repatriation for normal reasons, the shipowner shall be liable for the following costs:

- a) payment of basic wages between the time of discharge and the arrival of the seafarer at their place of original engagement unless differently agreed between shipowner and seafarer;
- b) the cost of maintaining the seafarer ashore until repatriation takes place;
- c) reasonable personal travel and subsistence costs during the travel period;
- d) transport of the seafarer's personal effects up to the amount allowed free of charge by the relevant carrier.

20.3. A seafarer shall be entitled to repatriation at the shipowner's expense on termination of employment as per Article 19 except where such termination arises under Clause 19.2(b) and 19.3(a). In event of termination of employment arises under clause 19.2(b) and 19.3(a) the shipowner shall be entitled to recover further sums needed to cover the costs of repatriation of the seafarer out of the total accrued amount of his/her salary.

Article 21 Misconduct

21.1. For the purpose of this Agreement misconduct is to be intended a serious default of employment obligations.

21.2. A shipowner may terminate the employment of a seafarer following an act of misconduct or incompetence which gives rise to a lawful entitlement to dismissal or in case of relevant infringement of the Company's code of conduct, provided that the shipowner shall, where possible, prior to dismissal, give written notice to the seafarer specifying the misconduct or incompetence which has been the cause of the dismissal.

- 21.3. In the event of the dismissal of a seafarer in accordance with this clause, the shipowner shall be entitled to recover from that seafarer's balance of wages the costs involved with repatriating the seafarer together with such costs incurred by the shipowner as are directly attributable to the seafarers proven misconduct. Such costs do not, however, include the costs of providing a replacement for the dismissed seafarer.
- 21.4. For the purpose of this Agreement, refusal by any seafarer to obey an order to sail the ship shall not amount to misconduct of the seafarer where:
- a) the ship is unseaworthy or otherwise substandard as defined in Clause 19.3 e);
 - b) for any reason it would be unlawful for the ship to sail;
 - c) the seafarer has a genuine grievance against the –shipowner in relation to the implementation of this Agreement and has complied in full with the terms of the shipowner's grievance procedure, or
 - d) the seafarer refuses to sail into a warlike area.

Article 22 Medical Attention

- 22.1. A seafarer shall be entitled to immediate medical attention when required.
- 22.2. A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the shipowner's expense for as long as such attention is required or until the seafarer is repatriated to the port of engagement, whichever is the earlier.
- 22.3. A seafarer repatriated to their port of engagement, unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the shipowner's expense:
- a) in the case of sickness, for up to 130 days after initial hospitalisation, subject to the submission of satisfactory medical reports;
 - b) in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with clause 25.2 concerning permanent disability.
- 22.4. Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed, where necessary, by a shipowner appointed doctor.

Article 23 Sick Pay

- 23.1. When a seafarer is landed at any port because of sickness or injury payment of their basic wages shall continue until they have been repatriated at the shipowner's expense as specified in Article 20.
- 23.2. Thereafter the seafarer shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days.
- 23.3. However, in the event of incapacity due to an accident the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with clause 25.2 concerning permanent disability.

23.4. Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a shipowner appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the shipowner and the seafarer and the decision of this doctor shall be final and binding on both parties.

Article 24 Maternity

- 24.1. In the event that a seafarer becomes pregnant during the period of employment:
- a) the seafarer shall advise the master as soon as the pregnancy is confirmed;
 - b) the shipowner will repatriate the seafarer as soon as reasonably possible but in no case later than the 26th week of pregnancy and, where the nature of the vessel's operation could in the circumstances be hazardous, at the first port of call;
 - c) the seafarer shall be entitled to 100 days compensation in accordance with paragraph 19.4;
 - d) the seafarer shall be afforded priority in filling a suitable vacancy in the same of equivalent capacity within one year following the birth of a child should such a vacancy be available.

Article 25 Disability

- 25.1. A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the shipowner regardless of fault but excluding permanent disability due to wilful acts, including accidents occurring while travelling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.
- 25.2. The disability suffered by the seafarer shall be determined by a doctor appointed by the shipowner. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the shipowner and the seafarer and the decision of this doctor shall be final and binding on both parties.
- 25.3. The shipowner shall provide disability compensation to the seafarer in accordance with the following table, with any differences, including less than 10% disability, to be pro rata.

Degree of Disability	Rate of Compensation		
	Ratings US\$	Junior Officers US\$	Senior Officers US\$
100	80,000	92,000	100,000
75	60,000	69,000	75,000
60	48,000	55,000	60,000
50	40,000	46,000	50,000
40	32,000	37,000	40,000
30	24,000	28,000	30,000
20	16,000	18,000	20,000
10	8,000	9,000	10,000

- 25.4. A seafarer whose disability, in accordance with 25.2 above is assessed at 50% or more under the attached Annex 5 shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50% disability but certified as permanently unfit for further sea service in any capacity by the shipowner-nominated doctor, shall also be entitled to 100% compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in 25.2 above.
- 25.5. Any payment effected under 25.1 to 25.4 above, shall be without prejudice to any claim for compensation made in law, but may be deducted from any settlement in respect of such claims.

Article 26
Loss of Life – Death in Service

- 26.1. If a Seafarer dies through any cause whilst in the employment of the Shipowner including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, but excluding death due to wilful acts, the Shipowner shall pay the sums specified in the attached Annex 4 to a nominated beneficiary and to each dependent child up to a maximum of 3 (three) under the age of 21. If the Seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer.
- 26.2. Any payment effected under this clause shall be without prejudice to any claim for compensation made in law but may be offset against any such payments.

Article 27
Insurance Cover

- 27.1. The Shipowner shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement.

Article 28
Food, Accommodation, Bedding, Amenities etc.

- 28.1. With reference to present article the shipowner shall provide the following conditions, given in consideration the standards specified in Title 3, Regulation 3.2, to the ILO Maritime Labour Convention 2006:
- a) drinking water and sufficient food of good quality and of a type conforming with the seafarer's dietary and/or religious requirements;
 - b) accommodation of adequate size and standard;
 - c) one mattress and at least one pillow, three blankets and two sheets (or equivalent duvets and covers), one pillowcase and two towels. The sheets (or duvet covers), pillowcases and towels shall be changed at least once a week;
 - d) necessary cutlery and crockery;
 - e) laundry facilities;
 - f) recreational facilities
- 28.2. In addition, the shipowner shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment mentioned in sub-paragraphs (c), (d) and (e) above shall be of good quality.

Article 29
Personal Protective Equipment

- 29.1. The shipowner shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations which specify any additional equipment, for the use of each seafarer while serving on board.
- 29.2. The shipowner will supply theseafarer with appropriate personal protective equipment for the nature of the job.
- 29.3. Seafarers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment.
- 29.4. If the necessary safety equipment is not available to operate in compliance with any of the above regulations, seafarers should not be permitted or requested to perform the work.
- 29.5. Seafarers shall use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the shipowner.

Article 30
Shipboard Safety Committee

- 30.1. The Shipowner shall facilitate the establishment of an on-board Safety and Health Committee, in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Ship at Sea and in Port, and as part of their safety-management system as per the requirements of the ISM Code.
- 30.2. The shipowner shall provide a link between the shipowner and those on board through the designation of a person or persons ashore having direct access to the highest level of management as per the requirements of the ISM Code. The Shipowner shall also designate an on-b o a r d competent safety Officer who shall implement the shipowner's safety and health policy and programme and carry out the instructions of the Master to:
 - a) improve the seafarer's safety awareness; and
 - b) investigate any safety complaints brought to her/his attention and report the same to the Safety and Health Committee and the individual, where necessary; and
 - c) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
 - d) carry out safety and health inspections.
- 30.3. The Shipowner acknowledges the right of the seafarerto elect a safety representative to the on-board Safety and Health Committee. Such a representative shall be entitled to the same protections as the liaison representative as provided for in 31.5 below.

Article 31
Membership Fees, Welfare Fund and Representation of Seafarers

- 31.1. Subject to national legislation, all seafarers shall be members of Unions affiliated to the ITF.
- 31.2. The shipowner acknowledges the right of seafarers to participate in union activities and to be protected against acts of anti-union discrimination.

- 31.3. The shipowner acknowledges the right of the seafarers to elect a liaison representative from among the seafarers who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the seafarer's duties as a liaison representative unless the union has been given adequate notice of the dismissal.
- 31.4. The Union Fees are as per the enclosed Annex 1.

Article 32 Equality

- 32.1. Each seafarer shall be entitled to work, train and live in an environment free from harassment and bullying whether sexually, racially or otherwise motivated. The shipowner will regard breaches of this undertaking as a serious act of misconduct on the part of seafarers.
- 32.2. The seafarer shall be provided with a copy of the on-board and ashore complaint procedure applicable on the ship in accordance with Italian Law.

Article 33 Waivers and Assignments

- 33.1. The shipowner undertakes not to demand or request any seafarer to enter into any document whereby, by way of waiver or assignment or otherwise, the seafarer agrees or promises to accept variations to the terms of this Agreement or return to the shipowner, their servants or agents any wages (including backwages) or other emoluments due or to become due to the seafarer under this Agreement and the shipowner agrees that any such document already in existence shall be null and void and of no legal effect.

Article 34 Breach of the Agreement

- 34.1. If the Shipowner breaches the terms of this agreement the Unions, for themselves or acting on behalf of the seafarers, and/or any seafarer shall be entitled to take such measures against the shipowner as may be deemed necessary to obtain redress.

Article 35 Validity of Agreement

- 35.1. This Agreement enters into force as of 1st January 2021 and shall expire on 31st December 2023.
- 35.2. Any amendments shall only be accepted if they are submitted at the request of the signatory Parties.
- 35.3. The Agreement is subject to tacit renewal, unless one of the interested parties gives at least six months' notice of its intention to withdraw from the agreement by means of registered letter. In any case this Agreement shall remain in force until it is replaced by a subsequent agreement of the same level.

JOINT DELEGATION

1. The seafarer, who adheres to the stipulating and signing Trade Unions of the present collective agreement, will assure to the Shipping Company, also through the aforementioned Trade Unions, a joint delegation in order to retain a monthly membership fee from his/her salary to be deposited to those Trade Unions. The aforementioned delegation will be compliant with the fac-simile shown at the end of this Annex. For the purpose of measuring the representation, under the Consolidated Act January 10th 2014, the seafarer who has ensured such delegation will be charged an equal amount of 1/3 for each of the three signatory Trade Unions of this Section.
2. Filt-CGIL, Fit-CISL and Uiltrasporti recognize the "joint delegation", referring to the present Annex, as the only form of registration to the same Trade Unions on behalf of the non-EU seafarers.
3. The monthly membership fee is fixed at 0,30 percent (%) of the "Basic Monthly Wage" with a maximum up to \$ 3.00 for the officers and \$ 1.00 for rating.
4. The delegation will be valid until receiving written revocation by the seafarer. The revocation shall take effect a month after the Shipping Company receives the communication.
5. The first deduction will be made from the salary a month after having received the delegation by the Shipping Company and the relative amount will be deposited on the Trade Union's account within the month following the deduction's execution date.
6. The seafarer, who will assure the joint delegation on behalf of Filt-CGIL, Fit-CISL and Uiltrasporti will receive, by the aforementioned Trade Unions, all the Trade Union services and welfare services provided by the ITF (Seafarers' Charter), as well as those provided at national level by the same Trade Unions.

JOINT DELEGATION FORM (facsimile)

"Messrs Company

according to the provisions for non-EU seafarers embarked on cargo ships (vessels) registered in the Italian International Register or under bare-boat of the national CBA for the shipowner's private sector of maritime industry, the undersigned

n. seafarer's ID book

or n. Passport

embarked on vessel..... as

Requests monthly deduction on his/her salary, in the measure of:

Officials: 0,30% of the "Basic Monthly Wage" with a maximum up to \$ 3.00

Ratings: 0,30% of the "Basic Monthly Wage" with a maximum up to \$ 1.00

as Trade Union monthly membership fee, starting from the 1st of the month following signing date of the present document.

The amount must be paid monthly on the bank account assigned to:

"FILT/CGIL – FIT/CISL – UILTRASPORTI"

at BANCA POPOLARE dell'EMILIA ROMAGNA – Branch D

Via di Priscilla, 101/B – 00199 – ROMA

IBAN: IT36H0538703204000002121681

BIC: BPMOIT22XXX»

Date

SIGNATURE

BASIS FOR THE CALCULATION OF ILO WAGE'S GUIDELINES

ANNEX 2 WAGE SCALE CALCULATION IN US\$ EFFECTIVE FROM 01/01/2021 TO 31/12/2021

Capacity	Diff. Scale	Basic Monthly Wage	Guaranteed Weekdays Monthly Overtime	Weekend Compens.	Social benefits and Bonus	Leave and additional leave	TOTAL cash	D & D Allowance	IMO & Training	TOTAL Monthly Consolidated Wage	OT Rate
Divisor				6,50		60 hrs					
Days			70,00								
O/T hrs Officers			70,00								
O/T hrs Ratings				3	4	5	6	7	8	9	10
Master	3,702	2,177	1,057	566	126	544	4,470	30	30	4,530	15,10
Chief Engineer	3,385	1,990	967	517	126	498	4,098	30	30	4,158	13,81
Chief Mate / 1 st Eng.	2,216	1,303	633	339	126	326	2,726	30	30	2,786	9,04
2 nd Off. / 2 nd Eng. / Radio Off. / Electr. Eng. / Chief Steward	1,769	1,040	505	270	126	260	2,202	30	30	2,262	7,22
3 rd Off. / 3 rd Eng.	1,698	998	485	260	126	260	2,119	30	30	2,179	6,93
Electrician	1,491	877	426	228	126	219	1,876	30	30	1,936	6,08
Bosun / Pumpman / Chief Cook / Ship's Cook / Donkeyman / Carpenter / Eng. Storekeeper / Fitter / Mech.	1,115	656	318	170	126	164	1,434	30	30	1,494	4,55
Able Seafarer / Fireman / ERR / Motorman / Oiler / Greaser / 2 nd Steward	1,000	588	286	153	126	147	1,299	30	30	1,359	4,08
2 nd Cook / Messman	0,952	501	243	130	126	125	1,126	30	30	1,186	3,48
ERR (Junior) / O.S. / Wiper	0,727	427	208	111	126	107	979	30	30	1,039	2,97
Deck / Catering boy	0,601	353	172	92	126	88	831	30	30	891	2,45

Column

Capacity: the position onboard and the work which is to be performed by the seafarer. The seafarer can be employed in different levels of capacity.

1 Monthly Basic wage: Basic wage by capacity reckoned on 191 hours per month / 44 hours per week

2 Guaranteed monthly overtime: 70 hours per month (Column 10 multiplied 70 hours per month)

3 Weekend Compensation: based on Saturday half and Sunday (basic monthly wage divided 25 and multiplied 6,5)

4 Monthly Social benefit and bonus: amount payed if the country of residence of the seafarer doesn't have a bilateral agreement with Italian flag state or if the shipowner is not due to pay social benefit in the country of residence of the seafarer

5 Monthly leave and additional leave: based on 60 hours per month

6 Total cash: Column 1 + Column 2 + Column 3 + Column 4 + Column 5. The amount of Column 6 has to be paid cash to the seafarers.

7 D&D Allowance: it will be paid by the company to FANIMAR and deducted from seafarer's wage for additional benefits as per Annex 6

8 IMO & Training: it is not be paid cash to the seafarers

9 Consolidated monthly wage: column 6 + column 7 + column 8

10 OT Rate: it is in compliance with the minimum MLC, 2006 requirements.

THE MONTHLY BASIC WAGE FOR ABLE SEAFARER IS IN COMPLIANCE WITH THE ILO MINIMUM MONTHLY BASIC WAGE FOR ABLE SEAFARER FOR THE FOLLOWING REASON:
 44 HRS PER WEEK : 588 US\$ = 48 HRS PER WEEK : 641 US\$.

BASIS FOR THE CALCULATION OF ILO WAGE'S GUIDELINES
ANNEX 2 WAGE SCALE CALCULATION IN US\$ EFFECTIVE FROM 01/01/2022

Capacity	Diff. Scale	Basic Monthly Wage	Guaranteed Weekdays Monthly Overtime	Weekend Compens.	Social benefits and Bonus	Leave and additional leave	TOTAL cash	D & D Allowance	IMO & Training	TOTAL Monthly Consolidated Wage	O/T Rate
Divisor				6,50		60 hrs					
Days											
O/T hrs Officers			70,00								
O/T hrs Ratings			70,00								
Master	3,702	2,221	1,068	578	126	555	4,548	30	30	4,608	15,25
Chief Engineer	3,385	2,031	976	528	126	508	4,169	30	30	4,229	13,95
Chief Mate / 1 st Eng.	2,216	1,330	639	346	126	332	2,773	30	30	2,833	9,13
2 nd Off. / 2 nd Eng. / Radio Off. / Electr.Eng. / Chief Steward	1,769	1,061	510	276	126	265	2,239	30	30	2,299	7,29
3 rd Off. / 3 rd Eng.	1,698	1,019	490	265	126	255	2,154	30	30	2,214	7,00
Electrician	1,491	895	430	233	126	224	1,907	30	30	1,967	6,14
Bosun / Pumpman / Chief Cook / Ship's Cook / Donkeyman / Carpenter / Eng.Storekeeper / Fitter / Mech.	1,115	669	322	174	126	167	1,458	30	30	1,518	4,59
Able Seafarer / Fireman / ERR / Motorman / Oiler / Greaser / 2 nd Steward	1,000	600	288	156	126	150	1,320	30	30	1,380	4,12
2 nd Cook / Messman	0,852	511	246	133	126	128	1,144	30	30	1,204	3,51
ERR (Junior) / O.S. / Wiper	0,727	436	210	113	126	109	994	30	30	1,054	3,00
Deck / Catering boy	0,601	361	173	94	126	90	844	30	30	904	2,48

Column

Capacity: the position onboard and the work which is to be performed by the seafarer. The seafarer can be employed in different levels of capacity.

1 Monthly Basic wage: Basic wage by capacity reckoned on 191 hours per month / 44 hours per week

2 Guaranteed monthly overtime: 70 hours per month (Column 10 multiplied 70 hours per month)

3 Weekend Compensation: based on Saturday half and Sunday (basic monthly wage divided 25 and multiplied 6,5)

4 Monthly Social benefit and bonus: amount payed if the country of residence of the seafarer doesn't have a bilateral agreement with Italian flag state or if the shipowner is not due to pay social benefit in the country of residence of the seafarer

5 Monthly leave and additional leave: based on 60 hours per month

6 Total cash: Column 1 + Column 2 + Column 3 + Column 4 + Column 5. The amount of Column 6 has to be paid cash to the seafarers.

7 D&D Allowance: it will be paid by the company to FANIMAR and deducted from seafarer's wage for additional benefits as per Annex 6

8 IMO & Training: it is not be paid cash to the seafarers

9 Consolidated monthly wage: column 6 + column 7 + column 8

10 O/T Rate: it is in compliance with the minimum MLC, 2006 requirements.

THE MONTHLY BASIC WAGE FOR ABLE SEAFARER IS IN COMPLIANCE WITH THE ILO MINIMUM MONTHLY BASIC WAGE FOR ABLE SEAFARER FOR THE FOLLOWING REASON:
44 HRS PER WEEK : 600 US\$ = 48 HRS PER WEEK : 654 US\$.

NATIONAL HOLIDAYS

Christmas Day,

Boxing Day (26th December),

New Year's Day,

Good Friday (Friday before Easter Day),

Easter Monday,

International Labour Day (1st May),

Spring Bank Holiday (Last Monday in May), Summer

Bank Holiday (Last Monday in August).

SCHEDULE OF CASH BENEFITS

Article 26: Compensation for Loss of Life

1. to immediate next of kin: US\$60,000
2. to each dependent child under the age of 21: US\$15,000, subject to a maximum of 3

Article 18: Seafarer's Effects

Maximum US\$3,000

DEGREE OF DISABILITY

I. Injuries to Extremities

- **Hand, Arm, Shoulder**
(If a person is left-handed, his/her left hand is assessed as a right hand, and vice versa.)

	Percentage Compensation		
	Right	Left	
• a. Fingers			• Middle finger with stiff
• Loss of all fingers of one hand	55	50	metacarpophalangeal joint in
• Loss of one thumb and metacarpal bones	30	25	outstretched position
• Loss of one thumb		25	• Middle finger with 90 degrees or more
• Loss of extremity of one thumb		12	stretch deficiency in middle joint
• Loss of half of extremity of one thumb		8	• Loss of ring finger (fourth finger)
• Thumb with stiff extreme joint		5	• Loss of middle and extreme joints of ring
• Thumb with stiff metacarpophalangeal		3	finger
joint			• Loss of extreme joint of ring finger
• Thumb with stiff extreme and			• Ring finger with stiff
metacarpophalangeal joints	15		metacarpophalangeal joint in
• Loss of forefinger (second finger)	10		outstretched position
			• Ring finger with 90 degrees or more
• Loss of middle and extreme joints of	10		stretch deficiency in middle joint
forefinger			• Loss of little finger (fifth finger)
• Loss of extreme forefinger	5		• Loss of middle and extreme joints of little
• Forefinger with stiff			finger
metacarpophalangeal joint in	5		• Loss of extreme joint of little finger
outstretched position			• Loss of thumb and forefinger (1st and
• Forefinger with 90 degrees or more	5		2nd fingers)
stretch deficiency in middle joint			• Loss of extreme joints of thumb and

Annex 5

• Loss of middle finger (third finger)	10	forefinger	
• Loss of middle and extreme joints of middle finger	8	• Loss of thumb, forefinger and middle finger	50
• Loss of extreme joint of middle finger	5	• Loss of extreme joints of thumb, forefinger and middle finger	20

45

Annex 5

	Percentage Right	Compensation Left	Percentage Right	Compensation Left
• Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)	55	50		
• Loss of forefinger and middle finger (2nd and 3rd)		25		5
• Loss of middle and extreme joints of forefinger and middle finger		20		
• Loss of extreme joint of forefinger and middle finger		10		8
• Loss of one hand			60	55
• Loss of forefinger, middle finger and ring finger	35	30		10
• Loss of middle and extreme joints of forefinger, middle finger and ring finger		25		15
• Loss of extreme joints of forefinger, middle finger and ring finger		12		5
• Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)	40	35		18
• Loss of middle and extreme joints of forefinger, middle finger, ring finger and little finger	35	30		
• Loss of extreme joints of forefinger, middle finger, ring finger and little finger		15		55
• Loss of middle finger, ring finger and little finger (3rd, 4th and 5th)		30		60
• Loss of middle and extreme joints of middle finger, ring finger and little finger		20		5
• Loss of extreme joints of middle finger, ring finger and little finger		10		5
• Loss of ring finger and little finger (4th and 5th)		20		40
			45	20
			25	25
			30	25

- Loss of middle and extreme joints of ring finger and little finger

15

	Percentage Right	Compensation Left	
• Cessation of rotary function of forearm ("upright position")	20	15	
• Elbow bending reduced to 90 degrees or less	15	12	
• Stretch deficiency of up to 40 degrees			3
• Stretch deficiency 40-90 degrees			5
e. Shoulder			
• All mobility reckoned with "unset" shoulder blade. Stiffness in shoulder (with arm alongside body)			35
• Elevation up to 90 degrees			15
• Friction and some reduction of mobility			5
• Habitual luxation			10
• Luxatio acromio-clavicularis			5
f. Paralysis			
• Total paralysis of plexus brachialis	70	65	
• Total paralysis of nervus radialis on the upper arm	25	20	
• Total paralysis of nervus ulnaris	30	25	
• Total paralysis of nervus medianus, both sensory and motoric injuries	35	30	
• For sensory injuries only			10
Foot, Leg, Hip			
a. Foot			
• Loss of foot with good function of prosthesis		30	
• Loss of foot with poor function of prosthesis		35	
• Amputation of tarsus with stump capable of bearing		15	
• Loss of all toes on one foot		10	
			8
			5
			3
			5
			3
			8
			5
			3
			5
			3
			8
			5
			3
			5
			3

• Ankle joint stiff at right angle or slight talipes equinus (up to 15 degrees)	15	
• Ankle joint stiff in pronounced talipes equinus position	20	
• Ankle joint where rotary mobility has ceased	5	
• Fallen arches aggravated by pains	8	
• Traumatic fallen arches	10	
• b. Leg		c. Hip
• Loss of one leg	65	• Hip with stiffness in favorable position
• Amputation at the knee or thigh with good function of prosthesis	50	• Hip with severe insufficiency of hip function
• Amputation at the knee or thigh with poor function of prosthesis	55	• Well functioning totally artificial hip joint
• Loss of crus (shank) with good function of prosthesis	30	• d. Paralysis
• Loss of crus with poor function of prosthesis	35	• Total paralysis of nervus fibularis
• Shortening by less than 3 cm	3	• Total paralysis of nervus femoralis
• Shortening of at least 3 cm	10	• Ischiadiscusparesis - with good mobility
• Thigh shrinkage of at least 3 cm		• Ischiadiscusparesis - with poor mobility
• (Is not, however, added to the compensation for shortening or reduction of mobility)	8	
• Postthrombotic syndrome in one leg	5	
• Essential deterioration of varicose veins or leg sores	8	
• Knee stiff in good position	25	
• Knee with stretch deficiency of up to 5 degrees	3	
• Knee with bending capacity reduced to 90 degrees or less	10	
• Knee with hampering looseness	10	
• Knee with strong friction during movements, with muscle wastage exceeding 2 cm as measured 10 cm above the patella and reduction of mobility	8	
• Knee with somewhat regular and hampering incarcerations	5	
• Habitual luxation of kneecap	5	
• Loss of kneecap	5	
• Well functioning totally artificial kneecap	15	

II. The Head

A. The Face

- Loss of all teeth (double dentures) 5
- Loss of outer ear 5
- Scalping 5
- One-sided paralysis of the facialis nerve 10
- Two-sided paralysis of the facialis nerves 15
- Loss of sense of smell 10
- One-sided paralysis of vocal chords with considerable speech difficulties 10
- Paralysis of sensory (trigeminal) nerve to the face 5

B. The Brain

- a. Demens 15
- Mild demens 25
- Mild-medium severe demens 40
- Medium severe demens 65
- Severe demens 100
- Total demens 100
- b. Postcommotional Syndrome 8

C. The Eye

- Loss of one eye 20
- Loss of both eyes 100
- Loss of sight of one eye 20
- Loss of sight of both eyes 100
- Loss of sight of one eye with complications (e.g. glaucoma and/or contracted eye) 25
- Loss of sight of one eye with possibility of improvement via operation (reserve eye) 18

- Double vision 10
- Double vision in outermost position 3
- Loss of binocular vision (e.g. aphakia with visual power of at least 6/60) 15
- Aphakia with good contact glass function 8
- Total one-sided ptosis 18
- Flood of tears 3
- Hemianopsia 40
- Rightsided heminaopsia as a result of brain injury 50

Reduction of visual power of one or both eyes is assessed in accordance with the following decimal table or fraction table:

Decimal Table

S	0.6	0.5	0.4	0.3	0.2	0.1	0
0.6	0	0	5	10	10	15	20
0.5	0	5	5	10	10	15	20
0.4	5	5	10	15	15	20	30
0.3	10	10	15	25	35	45	55
0.2	10	10	15	35	45	60	70
0.1	15	15	20	45	60	75	85
0	20	20	30	55	70	85	100

Fraction Table

S	6/6	6/12	6/18	6/24	6/36	6/60	2/60	0
6/6	0	0	5	8	10	12	15	20
6/12	0	5	10	10	12	15	18	20
6/18	5	10	20	30	35	40	45	50
6/24	8	10	30	35	45	50	55	60
6/36	10	12	35	45	55	65	70	75

6/60	12	15	40	50	65	75	80	85
2/60	15	18	45	55	70	80	95	100
0	20	20	50	60	75	85	100	100

Visual power is assessed with the best available glasses.

- aid.
- Hampering tinnitus and distortion of hearing

- **D. Ears**
- Loss of outer ear, see under II.A. - The Face
- Total loss of hearing in one ear 10
- Total loss of hearing in both ears 75

Loss of hearing based on speech audiometry: assessed or calculated binaural loss of hearing in dB with well adjusted hearing aid.

Degree of Loss of Hearing	HH: 0	HH: 1	HH: 5	HH: 15	HH: 20	HH: 30	HH: 40	HH: 50	HH: 65	HH: 75
CH: 0	0	5	-	-	-	-	-	-	-	-
CH: 1	-	8	15	30	-	-	-	-	-	-
CH: 2	-	12	20	35	50	-	-	-	-	-
CH: 3	-	-	30	40	55	65	-	-	-	-
CH: 4	-	-	-	50	60	70	-	-	-	-
CH: 5	-	-	-	-	65	75	-	-	-	-

- HH = Hearing handicap
 CH = Communication handicap:
- 0 no handicap
 - 1 slight handicap
 - 2 mild to medium handicap
 - 3 considerable handicap
 - 4 severe handicap
 - 5 total handicap

Normally no compensation is paid solely in respect of use of a hearing

- If a supportive device (corset) is used 8
- Back pains with some reduction of mobility 12
- Back pains with considerable reduction of mobility 25

D. Injuries to the Medulla Spinalis

- Mild but lasting consequences - without bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale) 20
- Mild but lasting consequences - with bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale) 25
- Other lasting consequences without bladder symptoms as defined above 30
- Other lasting consequences with bladder symptoms as defined above 35
- incontinence - please see Section V. 20

IV. Heart and Lungs

Heart and lung ailments are assessed with regard to the limiting of the functional capacity caused by the ailment, applying the following division into function groups:

1. No limitation of physical activity 3
2. Minor limitation of physical activity. Symptoms appear only during strenuous activity 20
3. Considerable limitation of physical activity. Symptoms also appear during low levels of activity 45
4. Any form of physical activity produces symptoms, which can also be present during periods of rest 70

Steps are taken to support the division into functions by means of objective measurements for lung function, such as the forced exhalation volume in the first second, FEV 1.0.

Assuming that the case is one of permanent reduction of FEV 1.0.

III. Neck and Back

Vertebral Column

Fracture of body of the vertebra without discharge of medulla spinalis or nerves:

Minor Fracture

- With minor reduction of mobility 5
- **Medium severe fracture** 8
- Without reduction of mobility 12
- With reduction of mobility 15
- **Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump)** 20
- Slight to some reduction of mobility 5
- Very severe reduction of mobility 2
- If support (neck collar or support corset) is used 2
- Pain - local or transmitted to extremities 2

Fracture with Discharge of Medulla Spinalis or Nerves

Assessed in accordance with the above rules with a supplementary degree for the discharge of nerves assessed in accordance with the other rules specified in the table.

B. Consequences of Slipped Disc

12

C. Other Back Injuries

- a. Cervical Column 8
- Some reduction of mobility and/or local pains 12
- If a supportive device (neck collar) is used 12
- Radiating pains - root irritating 5
- b. Other Parts of the Vertebral Column
- Back pains without reduction of mobility 5

FEV 1.0 of over 2 litres corresponds roughly to function group 1, FEV 1.0 of 1.5-2 litres corresponds roughly to function group 2, FEV 1.0 of about 1 litre corresponds roughly to function group 3, and FEV 1.0 of about 0.5 litre corresponds roughly to function group 4.

V. Abdominal Cavity and Pelvis

• Loss of spleen	5
• Loss of one kidney	10
• Well functioning transplanted kidney	25
• Anus praeternaturalis	10
• Minor incontinence (i.e. imperious urination, possibly defecation)	10
• Expulsive incontinence	25
• Abdominal hernia, inoperable	20
• Loss of both testicles	10
• Loss of both ovaries before menopause	10
• Loss of both ovaries after menopause	3
• Loss of one or both epididymides	3
• Urethra stricture, if a bougie must be used	15
• Impotence	Not covered

BENEFITS FOR SEAFARERS

Fanimar which is the Italian National Unions Fund, officially recognized by ITF, has the task to manage the following benefits in favour of the seafarers in line with the IBF Agreement.

The benefits are recognized to all seafarers serving on board of Italian ships under the International Register law 30/98 (with exclusion of cruise vessels).

Additional benefits to those as per Article 25 specified in the following list are recognized.

For all the criteria not specified here below the terms and conditions of the insurance policy are implemented. The exclusions are those as per insurance policy and among them in case of HIV, Alcoholism, Drugs, Mental Disease and previous accident and/or sickness.

For every case Fanimar and/or signatory Union must be informed within 15 days.

The Shipowner must forward to Fanimar or to the signatory Union all the necessary documents related to the case.

The amount deducted monthly from the seafarers D & D Allowance is Euro 24,50 and it will be paid in advance as yearly lump sum directly to Fanimar as per Union instructions.

The benefits will be recognized by Fanimar only after receiving the payment and in any case within 10 days.

The following benefits are in addition of those of ITF TCC Agreement. They are recognized within the period fixed on the Employment Contract of Preliminary document (for example Telegram given instruction to reach the place where to sign the Employment Contract).

1. In addition to the compensation for Loss of Life (See Art. 26), € 100,000 to the immediate next of Kin (or a nominated beneficiary) implemented for a maximum of 30 seafarers per vessel. This is only in case of death for accident and not for natural causes.
2. Disability (See Art. 25) : in addition the FANIMAR will recognize the amounts listed here below:

a) Ratings

%	EURO
100	13,500
75	10,125
60	8,100
50	6,750
40	5,400
30	4,050
20	2,700
10	1,350

b) Junior Officers (below Chief Officer and 1st Engineer)

%	EURO
100	17,600
75	13,200
60	10,560
50	8,800
40	7,040
30	5,280
20	3,520
10	1,760

c) Senior Officers (Master, Chief Mate, Chief Eng., 1st Eng.)

%	EURO
100	39,600
75	29,700
60	23,760
50	19,800
40	15,840
30	11,880
20	7,920
10	3,960

Note: The additional benefits - point 2 a), b), c) - are recognized only if the degree of disability is higher than 5%.

3. In addition to and after 120 days in case of accident or sickness, 10 days of basic wage for a total maximum of € 3,000 in order to reach 130 days as per Article 22.3 point a) will be recognized.
4. Lump sum to cover expenditure for the repatriation of the corpse for a maximum of € 5.000 will be recognized to the next of kin subject to the presentation of the correct documentation.
5. The competent Court is that of the official Fanimar residence.

INDEX

Article 1 - Application	2
Article 2 - Medical Fitness and pre-Employment	2
Article 3 - Probationary Service	2
Article 4 - Non-Seafarers Work	3
Article 5 - Duration of Employment	3
Article 6 - Hours of Duty	3
Article 7 - Overtime	3
Article 7 bis - Weekend Compensation	4
Article 8 - Holidays	4
Article 9 - Rest Periods	4
Article 10 - Wages, Social Benefits and Bonus	5
Article 11 - Allotments	5
Article 12 - Leave and additional leave	6
Article 13 - Subsistence Allowance	6
Article 14 - Watch-keeping	6
Article 15 - Safe manning	6
Article 16 - Shorthand Manning	6
Article 17 - Services in High Risk/Warlike Operations Areas	7
Article 18 - Seafarers' Effects	7
Article 19 - Termination of Employment	7
Article 20 - Repatriation	8
Article 21 - Misconduct	8
Article 22 - Medical Attention	9
Article 23 - Sick Pay	9
Article 24 - Maternity	10
Article 25 - Disability	10
Article 26 - Loss of Life – Death in Service	11
Article 27 - Insurance Cover	11
Article 28 - Food, Accommodation, Bedding, Amenities etc.	11
Article 29 - Personal Protective Equipment	12
Article 30 - Shipboard Safety Committee	12
Article 31 - Membership Fees, Welfare Fund and Representation of Seafarers	12
Article 32 - Equality	13
Article 33 - Waivers and Assignments	13
Article 34 - Breach of the Agreement	13
Article 35 - Validity of Agreement	13
Annex 1 - Joint delegation	14
Annex 2 - Basis for the calculation of ILO wage's guidelines	15
Annex 3 - National Holidays	17
Annex 4 - Schedule of cash benefits	18
Annex 5 - Degree of disability	19
Annex 6 - Benefits for seafarers	29