

**(13)**

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

## **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 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, whose 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.

**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 and Weekend Compensation**

- 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.
- 7.5. 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 received 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 their net wages, after deductions, in US dollars, or in another currency agreed with the Union and convertible in US dollars per seafarer's request, 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 and the competent government of the seafarers 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.

**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.

**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 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 the course of 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, 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 26<sup>th</sup> 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 AB & below US\$ | Officers & ratings above AB US\$ |
| 100                  | 60,000                  | 80,000                           |
| 75                   | 45,000                  | 60,000                           |
| 60                   | 36,000                  | 48,000                           |
| 50                   | 30,000                  | 40,000                           |
| 40                   | 24,000                  | 32,000                           |
| 30                   | 18,000                  | 24,000                           |
| 20                   | 12,000                  | 16,000                           |
| 10                   | 6,000                   | 8,000                            |

- 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 of 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) 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 pillow-case and two towels. The sheets (or duvet covers), pillow-case 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 the seafarer 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 board 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 seafarer to 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 seafarer 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 Addendum.

### **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 July 1st 2015 and shall expire on December 31<sup>st</sup>, 2017.
- 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.

**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 01/07/2015 TO 31/12/2017          |   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 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   |   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| Days  |   |                    |                                      | 6,50             |                           | 60 hrs                     |            |                 |                |                                 |          |
| O/T hrs Officers  |   |                    | 70,00                                |                  |                           |                            |            |                 |                |                                 |          |
| O/T hrs Ratings   |   |                    | 70,00                                |                  |                           |                            |            |                 |                |                                 |          |
|   |   | 1                  | 2                                    | 3                | 4                         | 5                          | 6          | 7               | 8              | 9                               | 10       |
| Master  | 3,702   | 2,136              | 1,047                                | 555              | 126                       | 534                        | 4,399      | 30              | 30             | 4,459                           | 14,96    |
| Chief Engineer  | 3,385   | 1,953              | 958                                  | 508              | 126                       | 488                        | 4,033      | 30              | 30             | 4,093                           | 13,68    |
| Chief Mate / 1 <sup>st</sup> Eng.   | 2,216   | 1,279              | 627                                  | 332              | 126                       | 320                        | 2,683      | 30              | 30             | 2,743                           | 8,95     |
| 2 <sup>nd</sup> Off. / 2 <sup>nd</sup> Eng. / Radio Off. / Electr. Eng. / Chief Steward | 1,769   | 1,021              | 501                                  | 265              | 126                       | 255                        | 2,168      | 30              | 30             | 2,228                           | 7,15     |
| 3 <sup>rd</sup> Off. / 3 <sup>rd</sup> Eng.   | 1,698   | 980                | 480                                  | 255              | 126                       | 245                        | 2,086      | 30              | 30             | 2,146                           | 6,86     |
| Electrician   | 1,491   | 860                | 422                                  | 224              | 126                       | 215                        | 1,847      | 30              | 30             | 1,907                           | 6,03     |
| Bosun / Pumpman / Chief Cook / Donkeyman / Carpenter / Eng.Storekeeper / Fitter / Mech. | 1,115   | 643                | 316                                  | 167              | 126                       | 161                        | 1,413      | 30              | 30             | 1,473                           | 4,51     |
| Able Seafarer / Fireman / ERR / Motorman / Oiler / Greaser / 2 <sup>nd</sup> Steward    | 1,000   | 577                | 283                                  | 150              | 126                       | 144                        | 1,280      | 30              | 30             | 1,340                           | 4,04     |
| 2 <sup>nd</sup> Cook / Messman  | 0,852   | 492                | 242                                  | 128              | 126                       | 123                        | 1,110      | 30              | 30             | 1,170                           | 3,45     |
| ERR (Junior) / O.S. / Wiper   | 0,727   | 419                | 206                                  | 109              | 126                       | 105                        | 965        | 30              | 30             | 1,025                           | 2,94     |
| Deck / Catering boy   | 0,601   | 347                | 170                                  | 90               | 126                       | 87                         | 820        | 30              | 30             | 880                             | 2,43     |
| Column  |   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 1   | 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.   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 2   | Monthly Basic wage: Basic wage by capacity reckoned on 191 hours per month / 44 hours per week  |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 3   | Guaranteed monthly overtime: 70 hours per month (Column 10 multiplied 70 hours per month)   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 4   | Weekend Compensation: based on Saturday half and Sunday (basic monthly wage divided 25 and multiplied 6,5)  |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 5   | Monthly Social benefit and bonus: amount paid 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 |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 6   | Monthly leave and additional leave: based on 60 hours per month   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 7   | 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.  |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 8   | 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   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 9   | IMO & Training: it is not paid cash to the seafarers  |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
| 10  | Consolidated monthly wage: column 6 + column 7 + column 8   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |
|   | O/T Rate: it is above 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:<br>44 HRS PER WEEK : 577 US\$ = 48 HRS PER WEEK : 629 US\$.   |                    |                                      |                  |                           |                            |            |                 |                |                                 |          |

**NATIONAL HOLIDAYS**

Christmas Day,

Boxing Day (26<sup>th</sup> December),

New Year's Day,

Good Friday (Friday before Easter Day),

Easter Monday,

International Labour Day (1<sup>st</sup> 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 |      |   |    | Percentage Compensation |      |
|--|-------------------------|------|---|----|-------------------------|------|
|  | Right                   | Left |   |    | Right                   | Left |
| a. Fingers   |                         |      |   |    |                         |      |
| • Loss of all fingers of one hand  | 55                      | 50   | • Middle finger with stiff metacarpophalangeal joint in outstretched position |    | 5                       |      |
| • Loss of one thumb and metacarpal bones                                   | 30                      | 25   | • Middle finger with 90 degrees or more stretch deficiency in middle joint    |    | 5                       |      |
| • Loss of one thumb  |                         | 25   | • Loss of ring finger (fourth finger)   |    | 8                       |      |
| • Loss of extremity of one thumb   |                         | 12   | • Loss of middle and extreme joints of ring finger                            |    | 5                       |      |
| • Loss of half of extremity of one thumb                                   |                         | 8    | • Loss of extreme joint of ring finger  |    | 3                       |      |
| • Thumb with stiff extreme joint   |                         | 5    | • Ring finger with stiff metacarpophalangeal joint in outstretched position   |    | 5                       |      |
| • Thumb with stiff metacarpophalangeal joint                               |                         | 3    | • Ring finger with 90 degrees or more stretch deficiency in middle joint      |    | 5                       |      |
| • Thumb with stiff extreme and metacarpophalangeal joints                  |                         | 15   | • Loss of little finger (fifth finger)  |    | 8                       |      |
| • Loss of forefinger (second finger)                                       |                         | 10   | • Loss of middle and extreme joints of little finger                          |    | 5                       |      |
| • Loss of middle and extreme joints of forefinger                          |                         | 10   | • Loss of extreme joint of little finger                                      |    | 3                       |      |
| • Loss of extreme forefinger   |                         | 5    | • Loss of thumb and forefinger (1st and 2nd fingers)                          | 40 |                         | 35   |
| • Forefinger with stiff metacarpophalangeal joint in outstretched position |                         | 5    | • Loss of extreme joints of thumb and forefinger                              |    | 18                      |      |
| • Forefinger with 90 degrees or more stretch deficiency in middle joint    |                         | 5    | • Loss of thumb, forefinger and middle finger                                 | 50 |                         | 45   |
| • Loss of middle finger (third finger)                                     |                         | 10   | • Loss of extreme joints of thumb, forefinger and middle finger               |    | 20                      |      |
| • Loss of middle and extreme joints of middle finger                       |                         | 8    |   |    |                         |      |
| • Loss of extreme joint of middle finger                                   |                         | 5    |   |    |                         |      |

|   | Percentage Compensation |      |   | ANNEX 5          |                   |
|---|-------------------------|------|---|------------------|-------------------|
|   | Right                   | Left |   | Percentage Right | Compensation Left |
| • Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)      | 55                      | 50   | • Loss of extreme joints of middle finger and ring finger or of ring finger and little finger                 |                  | 5                 |
| • Loss of forefinger and middle finger (2nd and 3rd)  |                         | 25   | • Middle finger and ring finger with 90 degrees or more stretch deficiency in middle joint                    |                  | 8                 |
| • Loss of middle and extreme joints of forefinger and middle finger                             |                         | 20   | . b. Hand, Wrist  |                  |                   |
| • Loss of extreme joint of forefinger and middle finger   |                         | 10   | • Loss of one hand  | 60               | 55                |
| • Loss of forefinger, middle finger and ring finger   | 35                      | 30   | • Stiffness in good working position  |                  | 10                |
| • Loss of middle and extreme joints of forefinger, middle finger and ring finger                |                         | 25   | • Stiffness in poor working position  |                  | 15                |
| • Loss of extreme joints of forefinger, middle finger and ring finger                           |                         | 12   | • Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction  |                  | 5                 |
| • Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)      | 40                      | 35   | • Consequences of fracture of radial bone: Forefinger to little finger down to 2 cm from the palm of the hand |                  | 18                |
| • Loss of middle and extreme joints of forefinger, middle finger, ring finger and little finger | 35                      | 30   | . c. Arm  |                  |                   |
| • Loss of extreme joints of forefinger, middle finger, ring finger and little finger            |                         | 15   | • Loss of one arm   | 70               | 65                |
| • Loss of middle finger, ring finger and little finger (3rd, 4th and 5th)                       |                         | 30   | • Amputation of upper arm   | 65               | 60                |
| • Loss of middle and extreme joints of middle finger, ring finger and little finger             |                         | 20   | • Amputation of forearm with good elbow movement  | 60               | 55                |
| • Loss of extreme joints of middle finger, ring finger and little finger                        |                         | 10   | • Amputation of forearm with poor elbow movement  | 65               | 60                |
| • Loss of ring finger and little finger (4th and 5th)   |                         | 20   | • Unhealed rupture of biceps  |                  | 5                 |
| • Loss of middle and extreme joints of ring finger and little finger                            |                         | 15   | • Axillary thrombosis   |                  | 5                 |
|   |                         |      | . d. Elbow  |                  |                   |
|   |                         |      | • Stiffness in outstretched position  | 45               | 40                |
|   |                         |      | • Stiffness in good working position  | 25               | 20                |
|   |                         |      | • Stiffness in poor working position  | 30               | 25                |

|  | Percentage<br>Right | Compensation<br>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                   |   |   |
| . <b>Foot, Leg, Hip</b>  |                     |                      |   |   |
| . a. Foot  |                     |                      |   |   |
| • Loss of foot with good function of prosthesis  |                     | 30                   | • Loss of 1 <sup>st</sup> toe (big toe) and some of its metatarsal bone | 8 |
| • Loss of foot with poor function of prosthesis  |                     | 35                   | • Loss of 1 <sup>st</sup> toe (big toe)                                 | 5 |
| • Amputation of tarsus with stump capable of bearing   |                     | 15                   | • Loss of extreme joint of big toe                                      | 3 |
| • Loss of all toes on one foot   |                     | 10                   | • Big toe with stiffness in metatarsophalangeal joint                   | 5 |
|  |                     |                      | • Loss of one of the other toes   | 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   |    |   |    |
| • Loss of one leg  | 65 |   |    |
| • Amputation at the knee or thigh with good function of prosthesis   | 50 |   |    |
| • Amputation at the knee or thigh with poor function of prosthesis   | 55 |   |    |
| • Loss of crus (shank) with good function of prosthesis  | 30 |   |    |
| • Loss of crus with poor function of prosthesis  | 35 |   |    |
| • Shortening by less than 3 cm   | 3  |   |    |
| • Shortening of at least 3 cm  | 10 |   |    |
| • Thigh shrinkage of at least 3 cm   |    |   |    |
| • (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 incarceration   | 5  |   |    |
| • Habitual luxation of kneecap   | 5  |   |    |
| • Loss of kneecap  | 5  |   |    |
| • Well functioning totally artificial kneecap  | 15 |   |    |
|  |    | . c. Hip  |    |
|  |    | • Hip with stiffness in favorable position      | 30 |
|  |    | • Hip with severe insufficiency of hip function | 50 |
|  |    | • Well functioning totally artificial hip joint | 10 |
|  |    | . d. Paralysis                                  |    |
|  |    | • Total paralysis of nervus fibularis           | 10 |
|  |    | • Total paralysis of nervus femoralis           | 20 |
|  |    | • Ischiadiscuspareisis - with good mobility     | 10 |
|  |    | • Ischiadiscuspareisis - with poor mobility     | 30 |

## 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

- Mild demens 15
- Mild-medium severe demens 25
- Medium severe demens 40
- Severe demens 65
- 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.

**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: 2 | HH: 3 | HH: 4 | HH: 5 |
|---------------------------|-------|-------|-------|-------|-------|-------|
| 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

- aid.
- Hampering tinnitus and distortion of hearing

|   |    |
|---|----|
| <b>III. Neck and Back</b>   |    |
| <b>. Vertebral Column</b>   |    |
| . Fracture of body of the vertebra without discharge of medulla spinalis or nerves:   |    |
| <b>Minor Fracture</b>   |    |
| • With minor reduction of mobility  | 5  |
| <b>Medium severe fracture</b>   |    |
| • Without reduction of mobility   | 8  |
| • With reduction of mobility  | 12 |
| <b>Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump)</b>  |    |
| • Slight to some reduction of mobility  | 15 |
| • Very severe reduction of mobility   | 20 |
| • If support (neck collar or support corset) is used  | 5  |
| • 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>. B. Consequences of Slipped Disc</b>  | 12 |
| <b>. C. Other Back Injuries</b>   |    |
| a. Cervical Column  |    |
| • Some reduction of mobility and/or local pains   | 8  |
| • If a supportive device (neck collar) is used  | 12 |
| • Radiating pains - root irritating   | 12 |
| b. Other Parts of the Vertebral Column  |    |
| • Back pains without reduction of mobility  | 5  |
| • If a supportive device (corset) is used   | 8  |
| • Back pains with some reduction of mobility  | 12 |
| • Back pains with considerable reduction of mobility  | 25 |
| <b>. D. Injuries to the Medulla Spinalis</b>  |    |
| • 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.  |    |
| <b>IV.Heart and Lungs</b>   |    |
| 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.  |    |



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 |

## ANNEX 6

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 1<sup>st</sup> 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., 1<sup>st</sup> 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.

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