

## GIS- Collective Bargaining Agreement (CBA) No. F«Flottenverträge»

In compliance with the policy of the International Transport Workers' Federation (hereinafter called "The ITF") and pursuant to an agreement between the ITF affiliated German Transport Department of the Vereinte Dienstleistungsgewerkschaft (ver.di) and the ITF, this Special Agreement is made the **14.03.2024** and effective from **01.01.2024** and shall remain in force until **31.12.2025**.

### BETWEEN:

- (I) Signing on its own behalf and on behalf of all seafarers serving from time to time on board of the ships managed by the company described below:

#### **The Union:**

**Vereinte Dienstleistungsgewerkschaft (ver.di)**, Paula Thiede Ufer 10, 10179 Berlin, Germany on behalf of its own and of the **INTERNATIONAL TRANSPORT WORKERS' FEDERATION (ITF)**, whose headquarters are at 49-60 Borough Road, London SE1 1 DS in the United Kingdom (Tel. +44 207-403 2733, Telegrams: INTRANSFE LONDON SEI)

- (II) Signing on its own behalf and on behalf of all companies which are responsible for the vessels managed by the company and are affiliate in the special agreements mentioned in Article 1.1.

#### **The Company:**

«**REEDER**»

«**CO**»

«**Strasse\_Hausnummer**»

«**PLZ**» «**Ort**»

«**Land**»

Phone: «**Telefon**»

Fax: «**Faxnummer**»

Email: «**eMail**»

## APPLICATION

### § 1

1. This GIS Collective Bargaining Agreement (CBA) (hereinafter 'Agreement' or 'CBA'), is made between the ver.di/ITF Berlin and «REEDER», «Strasse\_Hausnummer», «PLZ» «Ort». This GIS CBA sets out the standard terms and conditions applicable to all Seafarers serving on any German flag vessel (international register) in respect of which there is in existence a Special Agreement ("The Special Agreement") made between the International Transport Workers' Federation ("The ITF") and the owner or operator of that Ship ("The Company").

2. This Agreement is deemed to be incorporated into the Seafarers Contract of Employment and to contain the minimum terms and conditions of employment of any Seafarer to whom this Agreement applies whether or not the Company has entered into an individual Contract of Employment with the Seafarer. The incorporation of this Agreement into each Seafarer's individual contract of employment shall be made explicit.

3. The Special Agreement requires the Company (inter alia) to employ their Seafarers on the terms and conditions of this Agreement, and to enter into individual Contracts of Employment with each Seafarer which incorporate the terms and conditions of this Agreement ("The ITF Employment Contract"). The Company have further agreed with the ITF to comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the ITF Special Agreement are available on board in English.

4. The words "Seafarer", "Ship", "Special Agreement", "Union", "ITF" and "Company" when used in this Agreement, shall have the same meaning as in the Special Agreement. Furthermore, "Seafarer" means any person who is employed or engaged or works in any capacity to whom this Agreement applies. "MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006, as amended.

5. Each Seafarer, in accordance with §1(1.) above, shall be covered by the Agreement with effect from the date on which they are engaged, whether they have signed Articles or not, until the date on which they sign off or if later, the date until which, in accordance with this Agreement, the Company is liable for the payment of wages, whether or not any employment contract is executed between the Seafarer and the Company and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in this Agreement.

6. For the entire period of seafarer's employment under this Agreement the Company shall have measures in place so that seafarers stay protected against discrimination and/or harassment on the basis of gender, religion, race, colour, nationality, political opinion, social origin and sexual orientation – compliant with the principles of the ILO Convention on Violence and Harassment, 2019 (No. 190).

## **PRE-EMPLOYMENT; DURATION OF EMPLOYMENT**

### **§ 2**

1. Each seafarer shall undertake to serve the Company competently and shall undertake that they possess, and will exercise, the skill commensurate with the certificates which they declare to hold, which should be verified by the Company.
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 Articles Medical Attention, Sick Pay, Maternity, Disability and Loss of Life. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this Article shall equally apply to Seafarers who were previously employed by the Company, signed-off due to medical reasons and may be willing to be re-employed upon recovery. Any such recovered Seafarers shall be treated equally to the other candidates undergoing medical examination.
3. A Seafarer shall be engaged for 7 (seven) months, which period may be extended to 8 (eight) month or reduced to 6 (six) months 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, or of any other period specified in the ITF Employment Contract, unless the company operates a permanent employment system
4. As far as practicable, Companies who are direct employers or who use seafarers recruitment and placement services shall ensure, that the standards laid down in the MLC are met including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the seafarers for finding employment, the right for seafarers to inspect their employment documents and seek advice before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent seafarers from gaining employment for which they are qualified.
5. Each seafarer shall sign an MLC compliant Seafarer's employment contract.
6. Documentation as required by Flag State shall be at Company expense.

## **WAGES**

### **§ 3**

1. The wages of each Seafarer shall be calculated in accordance with this agreement as per valid wage scale attached with the ITF Special Agreement to this GIS CBA, and the only deductions from such wages shall be proper statutory deductions as recorded in the Special Agreement and/or deductions authorised by the Seafarer themselves. The wage scale attached to the Special Agreement shall be deemed as a minimum requirement. Where a higher entitlement than in the wage scale may be agreed for the Seafarer, such higher entitlement shall be guaranteed and may not be decreased for the duration of the tour of duty.
2. The Seafarer shall be entitled to payment in cash in US Dollars (or in local currency, at the Seafarer's option) of their net wages after such deductions at the end of each calendar month.
3. Any net wages not so drawn shall accumulate for their account and may be drawn by them at any time when the Ship is in port. Further, on the Ship's arrival in port, and thereafter not more frequently than every seventh day in the same country, the Seafarer shall be entitled to draw all or part of the net wages due to them in respect of the current calendar month. For the purpose of this provision, seafarer cash cards and e-wallets may be considered equivalent to cash, subject to the seafarer's explicit consent and the availability of customer support.
4. For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
5. No seafarer employed in the Deck or Engine departments who is 18 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.

## **ALLOTMENTS**

### **§ 4**

1. Any Seafarer shall be allowed an allotment note free of charge, payable at monthly intervals, of up to 80 % of their basic wages (or such higher amount as agreed with the Master or the Company) payable at monthly intervals to one account as indicated by the seafarer after allowing for any statutory deductions.

## **HOURS OF DUTY, OVERTIME AND WATCHKEEPING**

### **§ 5**

1. The ordinary hours of duty of all Seafarers shall be 8 (eight) per day, Monday to Friday inclusive. In the case of day workers, the 8 (eight) hours shall be worked between 06.00 and 18.00, Monday to Friday inclusive. On these days any hours of duty in excess of the 8 (eight), and in the case of day workers before 06.00 or after 18.00 shall be paid for by overtime at the rate stipulated in the attached wages scale of the respective special agreement.
2. On Ships with Unmanned Machinery Space (UMS) class where continuous watchkeeping in the engine room is not carried out, the engineers (except the chief engineer on Ships with 3 or more engineers) shall be paid as per valid wage scale attached with the ITF Special Agreement to this CBA.

3. All hours on duty on Saturdays, Sundays and Public Holidays shall be paid for by overtime at the rate stipulated in the valid wage scale, except that hours of watchkeeping shall be compensated for at the weekday overtime rate.
4. If the Seafarer so desires these hours may be compensated for by time off in lieu of payment. In that event 3.8 hours overtime represent one day's wages plus subsistence allowance as stipulated in the valid wage scale.
5. Any break during the work period of less than half an hour shall be counted as working time.

## **OVERTIME RECORDS**

### **§ 6**

1. Overtime shall be recorded individually and in duplicate either by the Master or the head of the department. Such records shall be handed to the Seafarer for approval every fortnight or at shorter intervals. Both copies to be signed by the Master and/or head of the department as well as by the Seafarer, after which the record is final. One copy shall be handed over to the Seafarer.
2. If no overtime records are kept as required above the Seafarer shall be paid monthly a lump-sum as per valid wage scale, without prejudice to any further claim for payment for overtime hours worked in excess of these figures.

## **HOLIDAY**

### **§ 7**

1. The regulations on public holidays of the Federal Republic of Germany shall apply to the GIS CBA.

## **NON SEAFARERS WORK**

### **§ 8**

1. Neither Seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual Seafarers volunteer to carry out such duties; and those Seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlash, checking and receiving.
2. Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any Seafarer who respects such dockworkers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.
3. For crewmembers compensation for such work performed during the normal working week, as specified in Article 5, shall be by the payment of the overtime rate specified in the valid wage scale, attached to the Special Agreement, for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.
4. In implementing the provisions of Articles 8.1 and 8.2 above, specific conditions may apply as identified in Annex 4 to this CBA.

## **SHIPS SAFETY**

### **§ 9**

1. Any additional hours worked during an emergency directly affecting the immediate safety of the Ship, its passengers and crew, of which the Master shall be the sole judge, or work required to give assistance to other Ships or persons in immediate peril, but not for safety boat drill shall not count for overtime payment.

## **WATCHKEEPING**

### **§ 10**

1. Watchkeeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
2. It shall be at the discretion of the Master which Seafarers are put into watches and which, if any, on daywork.
3. While watchkeeping 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.
4. The Master and Chief Engineer shall not normally be required to stand watches.

## **REST PERIOD**

### **§ 11**

1. Each Seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
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 consecutive hours off duty.
3. The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length and the interval between consecutive periods of rest shall not exceed 14 hours.
4. The Company 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 position on board in the language of the Ship and in English.
5. Nothing in this Article shall be deemed to impair the right of the master of a Ship to require a Seafarer to perform any hours of work necessary for the immediate safety of the Ship, persons on board or cargo, or for the purpose of giving assistance to other Ships or persons in distress at sea. In such situation, the master may suspend the schedule of hours of work or hours of rest and require a Seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any Seafarers who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the International Convention on Standards of Training, Certification and Watch Keeping for Seafarers (STCW) requirements covering overriding operational conditions shall apply.
6. A short break of less than 30 minutes will not be considered as a period of rest.
7. Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.
8. The allocation of periods of responsibility on UMS Ships, where a continuous watchkeeping in the engine room is not carried out, shall also be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
9. Records of Seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

## **MANNING**

### **§ 12**

1. A vessel covered by the GIS CBA shall be manned in accordance to the German Manning Regulations (SchBesV and UVV Bemannung). The German Safe Manning Certificate has to be available on board the vessel.
2. The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, the Company and the Union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:
  - persons engaged for security purposes should not undertake other Seafarers' duties;
  - only specific tasks authorized by the master can be carried out by the riding squads;
  - classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
  - all riding squads must be covered by an agreement in line with ILO conventions and recommendations; and
  - riding squads should not be used to replace current crew or be used to undermine this Agreement.

## **SHORTHAND MANNING**

### **§ 13**

1. Where a shortage occurs for whatever reasons, and the complement falls short of the agreed manning; wages of the short-age category shall be paid to the affected members of the concerned department. Such shortage, however, shall be made up before the Ship leaves the next port of call.
2. This provision shall not affect any overtime paid in accordance with § 5 and § 6.

## **MEDICAL ATTENTION**

### **§ 14**

1. A Seafarer, who is discharged owing to sickness or injury, shall be entitled to medical attention (including hospitalisation) and to dental treatment of acute pain and emergencies at the Company's expense for as long as such attention is required. The Company shall be liable to defray the expense of medical care and maintenance until the sick or injured person has been cured or until the sickness or incapacity has been declared to be of a permanent character.
2. In case the Company or the German insurance company (BG - Verkehr) requests the Seafarer to undergo further medical treatment or medical check-up in Germany on their expenses, the Seafarer cannot refuse to follow this request.

3. The agreement entered into in the above paragraph ceases to have validity if corresponding payments are in fact made from the statutory national insurance scheme in operation in the Federal Republic of Germany.
4. The Company shall conclude appropriate insurance cover to cover itself fully against the aforesaid contingencies.

### **SICK PAY**

#### **§ 15**

1. When a Seafarer is signed off and landed at any port because of sickness or injury, their wages shall continue until they have been repatriated at the Company's expense or has arrived at their home or place of their original engagement, whichever place is more convenient for the Seafarer.
2. Thereafter, the Seafarer shall be entitled to sick pay at a rate equivalent to the basic wages and subsistence allowance as per valid wage scale while they remain sick or injured up to a maximum of 130 days. Proof of their continued entitlement to sick pay shall be by submission of satisfactory medical certificates. At the time, they leave the Ship the Seafarer shall be paid an advance of their sick pay for the estimated number of days certified by a doctor for which they are expected to be sick or injured.
3. The agreement entered into in the above paragraph ceases to have validity if corresponding payments are, in fact, made from the statutory national insurance scheme in operation in the Federal Republic of Germany.

### **PAID LEAVE**

#### **§ 16**

Every Seafarer shall, on the termination of employment for whatever reason, be entitled to payment of leave pay as specified in the Wage Scale, attached to the special agreements for each completed month of service and pro rata for a shorter period. Fractional numbers have to be rounded up. Qualifying service shall count from the time a Seafarer is originally engaged, whether they have signed Articles or not, and shall continue until their employment is finally terminated. Payment for leave shall be at the rate of pay applicable at the time of termination in accordance with the valid wage scale plus a subsistence allowance as per valid wage scale. Leave shall only be taken during the currency of their employment if the Seafarer so desires and working of the Ship is not unreasonably affected. Any leave entitlement remaining at the time their employment is terminated shall be compensated in cash at the daily rate specified in the valid wage scale.

### **LOSS OF LIFE - DEATH IN SERVICE**

#### **§ 17**

1. If a Seafarer dies whilst in the employment of the Company, including death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the Company shall pay the sums specified in the attached schedule (Annex 1) to the widow/widower and to each dependent child (maximum of 4 (four)) under the age of 21. If the Seafarer shall leave no widow/widower the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer. The Company shall also transport at its own expense the body to Seafarer's home where practical and at the families' request and pay the cost of burial expenses.
2. The agreement entered into in the above paragraph ceases to have validity if corresponding payments are in fact made from the statutory national insurance scheme in operation in the Federal Republic of Germany.
3. Any payment effected under this clause shall be without prejudice to any claim for compensation made in law, but such payments shall be deducted from any award of damages.
4. The provisions of Article 19 (2.) shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.
5. If a Seafarer goes missing at sea, whilst in the employment of the Company, including missing by accident or as a result of marine or other similar peril, but excluding a disappearance in port, the Company shall pay the same amounts as specified for Loss of Life-Death in Service in the attached ANNEX 1 to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 21. If the Seafarer leaves 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.

### **SERVICE IN WARLIKE OPERATIONS AREAS / HIGH RISK AREAS**

#### **§ 18**

1. A warlike operations area or high risk zone will be designated by the ITF. The list of such ITF designated areas will be available in the ITF's website and amended from time to time. An updated list of the Warlike Operations areas shall be kept on board the vessels and shall be accessible to the crew.
2. At the time of the assignment the Company shall inform the Seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known during the period of the Seafarers' employment on the vessel the Company shall advise the Seafarers immediately.
3. If the vessel enters a Warlike Operations area:

- The Seafarer shall have the right not to proceed to such area. In this event the Seafarer shall be repatriated at Company's cost with benefits accrued until the date of return to their home or the port of engagement.
  - The Seafarer shall be entitled to a double compensation for disability and death.
  - The Seafarer shall also be paid a bonus equal to 100% of the daily basic wage for the durations of the ship's stay in a Warlike Operations area – subject to a minimum of 5 days pay.
  - The Seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing their employment or suffering any other detrimental effects.
4. In addition to areas of warlike operations, the ITF may determine High Risk Areas and define, on a case-by-case basis, the applicable seafarers' benefits and entitlements, as well as employers' and seafarers' obligations. In the event of any such designations the provisions of Articles 18 (1.) and 18 (2.) shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.
5. In case a Seafarer may become captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective whether such act takes place within or outside ITF designated areas referred to in this Article, the Seafarer's employment status and entitlements under this Agreement shall continue until the Seafarer's release and thereafter until the Seafarer is safely repatriated to their home or place of engagement or until all Company's contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Company shall also make every effort to provide captured Seafarers, with extra protection, food, welfare, medical and other assistance as necessary.

SAMPLE

## DISABILITY

### § 19

1. A Seafarer who suffers an accident whilst in the employment of the Company, including accidents occurring whilst travelling to or from the Ship or as a result of marine or other similar peril, and whose ability to work is reduced as a result thereof, shall receive from the Company in addition to their sick pay (§ 13 (1.) and 14 (1.) above), a compensation as stated below:

#### **2024**

Compensation: 1) Officers and Ratings above AB US\$ 190.027  
2) AB Ratings and below US\$ 114.018

#### **2025**

Compensation: 1) Officers and Ratings above AB US\$ 193.828  
2) AB Ratings and below US\$ 116.299

#### **2024**

Degree of Disability	Rate of Compensation	
Percentage (%)	Ratings AB and below	Officers and Ratings above AB
100	114.018	190.027
75	85.512	142.520
60	68.411	114.017
50	57.009	95.014
40	45.607	76.012
30	34.206	57.009
20	22.805	38.008
10	11.403	19.003

#### **2025**

Degree of Disability	Rate of Compensation	
Percentage (%)	Ratings AB and below	Officers and Ratings above AB
100	116.299	193.828
75	87.223	145.371
60	69.780	116.298
50	58.150	96.915
40	46.520	77.533
30	34.891	58.150
20	23.262	38.769
10	11.632	19.384

Loss of profession caused by disability (accident) shall be secured by 100 % of the compensation.

2. Companies, in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the Company or by the representative of the insurers for a payment less than the contractual amount due under this Agreement. Where the nature of the personal injury makes it difficult for the Company to make a full payment of the claim, consideration to be given to the payment of an interim amount so as to avoid undue hardship."

3. If an agreement cannot be reached as to the degree of disability and the resulting rate of compensation thereof, the matter shall be referred to a mutually acceptable third party whose findings shall be binding. If a third party cannot be agreed upon, the Company, the Seafarer and the ITF shall retain full freedom of action.

4. The agreement entered into in the above paragraph ceases to have validity if corresponding payments are, in fact, made from the statutory national insurance scheme in operation in the Federal Republic of Germany. However, the Seafarer is entitled to higher benefits either out of this agreement or from the Statutory national insurance scheme; but in no case he is entitled to both benefits.

5. Any payment effected under this clause shall be without prejudice to any claim for compensation made in law, but such payments shall be deducted from any award of damages.

## INSURANCE COVER

### § 20

1. The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement. Further, the Company shall ensure that a financial security system be provided on board to protect the crew against abandonment and to guarantee resolution of claims arising from 2014 amendments to MLC. The details of the applicable financial security system shall be posted in a conspicuous place on board where it is available to the Seafarers.

## **REPATRIATION / EMBARKATION**

### **§ 21**

1. Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the Seafarer.
2. During repatriation for normal reasons, the Company shall be liable for the following costs until the Seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:
  - a. payment of basic wages between the time of discharge and the arrival of the Seafarer at their place of original engagement or home;
  - b. the cost of accommodation and food;
  - c. reasonable personal travel and subsistence costs during the travel period;
  - d. transportation of the Seafarer's personal effects up to the amount allowed free of charge by the relevant carrier agreed with the Company.
3. A Seafarer shall be entitled to repatriation at the Company's expense on termination of employment as per Article 18 except where such termination arises under Article 25.6(c).
4. The provisions of Articles 21.1, 21.2 and 21.3 shall also apply to Seafarers travelling to join the vessel.

## **FOOD, ACCOMMODATION, BEDDING, AMENITIES ETC.**

### **§ 22**

1. The Company shall provide, as a minimum, accommodation, recreational facilities, amenities and services, including social connectivity, as adapted to meet the special needs of seafarers who must live and work on ships. The Company shall also provide food and catering services in accordance with the standards specified in Title 3 of MLC and shall give due consideration to the Guidelines in that Convention.
2. Seafarers shall have access to free calls on a one-off basis linked to compassionate circumstances as per Article 25 emergencies.
3. Additionally, each Seafarer may make free use of the Ship's internet system, where one is fitted, for a reasonable amount of time, as determined by the Master, taking account of the vessel's operational requirements, for the purpose of communicating with home, social networking and other needs.
4. Seafarers off duty shall be granted shore leave upon the vessel's arrival in port, except only when leaving the vessel is prohibited/restricted by relevant authorities of the port state or due to safety and/or operational reasons.

## **SUBSISTENCE ALLOWANCE**

### **§ 23**

1. Whilst on paid leave a Seafarer shall be entitled to a daily subsistence allowance according to the valid wage scale.
2. When food and/or accommodation is not provided on board the Company shall be responsible for providing food and/or accommodation of good quality ashore.

## **CREW'S EFFECTS**

### **§ 24**

1. When any Seafarer suffers total or partial loss of, or damage to, their personal effects due to whatever cause, either whilst serving on board the Ship or travelling to and from the Ship, they shall be entitled to recover from the Company compensation up to a maximum specified in the attached Schedule (Annex 1). The Seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
2. The Company shall take measures for safeguarding property left on board by sick, injured or deceased Seafarers and for returning it to them or to their next of kin.

## **TERMINATION OF EMPLOYMENT**

### **§ 25**

1. A Seafarer may terminate their employment by giving one month's notice of termination to the Company or the Master of the Ship in writing or verbally in the presence of a witness.
2. If the Seafarer was employed for a specified voyage, and if the voyage is subsequently altered substantially, either with regard to duration or trading pattern, they shall be entitled to terminate their employment as soon as possible.
3. A Seafarer may refuse to sail into a warlike operation area in accordance with Article 18 above.
4. A Seafarer shall be entitled to terminate their employment immediately if the Ship is certified unseaworthy in accordance with the provisions of Chapter 1, Regulation 19 of the Safety of Life at Sea Convention (SOLAS) 1974, or ILO Convention No. 147,



1976, Minimum Standards in Merchant Ships. A Ship shall also be regarded as unseaworthy if it is not in possession of one or more of the certificates required under Chapter 1, Regulations 12 and 13 of SOLAS or ILO Convention No. 147.

5. A Seafarer may terminate a current employment contract: when, during the course of a voyage it is confirmed that the spouse, partner (when nominated by the Seafarer as the next of kin), parent or dependent child, has fallen dangerously ill or dies.

6. The Company shall not be entitled to terminate the employment of a Seafarer prior to expiry of their period of engagement (as specified in § 2) except only that the Company may discharge a Seafarer:

- a) upon the total loss of the Ship or
- b) when the Ship has been laid up for a continuous period of at least one month or
- c) upon the misconduct of the Seafarer giving rise to a lawful entitlement to dismiss, provided that the Company shall, prior to dismissal give written notice to the Seafarer specifying the misconduct relied upon; and in the event that such notice is not given as aforesaid the dismissal shall be ineffective in terminating the employment of the Seafarer and the Seafarer shall be entitled to damages in respect of the unexpired term of their employment.

7. A Seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment for any reason (including those mentioned in (2.) and (3.) above and Article 15 above) except where:

- a) the termination is as a result of the expiry of an agreed period of service in their ITF Employment Contract or
- b) the termination is as a result of notice given by the Seafarer as aforesaid; or
- c) the Seafarer is lawfully and properly dismissed by the Company as a consequence of the Seafarer's own misconduct.

8. For the purposes of this Agreement refusal by any Seafarer to obey an order to sail the Ship shall not amount to a breach of the Seafarers employment obligations where:

- a) the Ship is unseaworthy as defined in Art. 25 (3.) above, or
- b) for any reason it would be unlawful for the Ship to sail, or
- c) the Seafarer has a genuine grievance against the Company in relation to
- d) implementation of this Agreement or their ITF Employment contract or
- e) the Seafarer refuses to sail into a warlike operations area.

9. The Company shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breaches of employment obligations and with Seafarers complaints or grievances. The procedures shall allow Seafarers to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.

## **MATERNITY**

### **§ 26**

1. In the event that a crewmember becomes pregnant during the period of employment:

- a) the Seafarer shall advise the master as soon as the pregnancy is confirmed;
- b) the Company 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 operations could in the circumstances be hazardous – at the first port of call;
- c) the Seafarer shall be entitled to receive contractual pay for the full contract period, plus 100 days basic pay;
- d) the Seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such a vacancy be available.

## **PERSONAL PROTECTIVE EQUIPMENT**

### **§ 27**

1. The Company 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.

2. The Company will supply the crew with appropriate personal protective equipment for the nature of the job, which will be sanitised, maintained or replaced in line with the manufacturers' recommendations.

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.

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.

5. Seafarers should 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 Company.

## **SHIPBOARD SAFETY COMMITTEE**

### **§ 28**

1. The Company 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.

2. The Company shall provide a link between the Company 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 Company shall also designate an on board competent safety Officer who shall implement the Company's safety and health policy and programme and carry out the instructions of the Master to:

- a) improve the crew's safety awareness; and
- b) investigate any safety complaints brought to their 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.

3. The Company shall ensure that the crew 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 Article 30 (4.) below.

## **EQUALITY**

### **§ 29**

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 Company will regard breaches of this undertaking as a serious act of misconduct on the part of Seafarers.

## **FEES, WELFARE FUND AND REPRESENTATION OF SEAFARERS**

### **§ 30**

1. Subject to national legislation, in order to be covered by this Agreement all seafarers shall be treated as members of an appropriate national trade union affiliated to the ITF.

2. The Company shall arrange to pay fees for seafarers covered by this Agreement. These fees may be deducted from the monthly gross wages and their amount shall be in accordance with the terms of the relevant union. The deduction and payment of fees shall not lead to the seafarers automatically becoming registered members of the union, however it entitles all seafarers to equal trade union rights and representation for the period of coverage by this Agreement.

3. The Company shall on their own behalf pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.

4. The Company acknowledge the right of the ITF to appoint a liaison representative from among the Seafarers.

5. The Company acknowledges the right of the crew 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.

## **BREACH OF AGREEMENT**

### **§ 31**

1. If the Company breach the terms of this Agreement the ITF or the ITF affiliated union, for itself or acting on behalf of the Seafarers, and/or any Seafarer shall be entitled to take such measures against the Company as may be deemed necessary to obtain redress.

## **AMENDMENT OF THE AGREEMENT**

### **§ 32**

1. If the ITF Headquarters and the Company mutually agree on amendments and/or additions with regard to the application and contents of this Agreement, such amendments and additions shall be agreed in writing and signed by the parties and incorporated in the Special Agreement.

## **WAIVERS AND ASSIGNMENTS**

### **§ 33**

1. The Company undertake not to demand or request any Seafarer to enter into any documents 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 Company, their servants or agents any wages (including any backwages) or other emoluments due or to become due to him

under this Agreement; and the Company agree that any such document already in existence shall be null and void and of no legal effect.

SAMPLE

**ANNEX 1  
SCHEDULE OF CASH BENEFITS**

**§ 17  
Compensation for Loss of Life:**

1. to immediate next of kin:

2024: 114.018  
2025: 116.299

2. to each dependent child under the age of 21 (subject to a maximum of 4)

2024 - US\$ 22.805  
2025 – US\$ 23.262

**§ 24  
Crew's Effects, Loss or Damage:**

1. Maximum - US\$ 3,500, which includes cash up to \$350.

**ANNEX 2**  
**Article 1: ITF POLICY ON MANNING OF SHIPS**

1. The basic principles involved in arriving at manning requirements should be considered prior to considering the numbers of each type of officer or rating that might be required. The following basic concepts have a bearing on manning:

**Article 2: Recognition and Development Criteria**  
**Essential To The Task of Defining Manning Requirements**

1. Among the criteria which have traditionally been used for this purpose are the following:
  - a) trading area (e.g. home trade [A1], middle trade [A2], worldwide trade [A3 and A4])
  - b) number, size and type of main propulsion units (HP/KW, Diesel or steam) and auxiliaries
  - c) tonnage (GT)
  - d) safety of voyage between ports (e.g. duration of voyage, nature of voyage)
  - e) construction and technical equipment of ship
  - f) catering needs
  - g) sanitary regulations
  - h) watchkeeping arrangements
  - i) responsibilities in connection with cargo handling in port
  - j) medical care aboard ship

**Article 3: Further Criteria**

1. As a result of the social evolution and the changes that have taken place in the shipbuilding and shipping industries and in particular in view of the increasing importance of social aspects in shipboard employment there are further criteria governing the manning of ships. Consequently, the following factors should be added to those listed in Article 2 a) to j) above:

- a) Safe watchkeeping requirements and procedures
- b) Provisions regarding working hours
- c) The maintenance function as it relates to:
  - d) ship machinery and support equipment
  - e) radio communications and radio navigation equipment
  - f) other equipment (incl. cargo support and handling equipment) and
  - g) navigation and safety equipment
- h) The human complement necessary to ensure that while malfunctioning automatic and remote control equipment is being repaired the function of the controlled equipment will still be available to the vessel, on a manual basis.
- i) Peak workload situations
- j) The human endurance/health factor (manning must never fall below the level at which the seafarers' right to good health and safety is jeopardized)
- k) Adequate manning to ensure that the ship's complement can cope with on-board emergencies
- l) Adequate manning to ensure that the ship can assist other ships in distress
- m) On-board training requirements and responsibilities
- n) Responsibilities flowing from the need for environmental protection
- o) Observance of industrial safety and seamen's welfare provisions
- p) Special conditions generated by the introduction of specialized ships
- q) conditions generated by the introduction of hazardous cargoes which may be explosive, flammable toxic, health-threatening or environment-polluting
- r) Other work related to safety aboard the ship
- s) Age and condition of ship

#### **Article 4: Operational and Maintenance Activities**

1. Shipboard activities that must be carried out so that the operation and maintenance of the ship and its equipment shall not pose hazards to lives of seafarers and passengers, to property or to the environment. These activities include the functions carried out by the following departments:

- a) Deck Department
- b) Engine Department
- c) Radio Department
- d) Catering Department

#### **Article 5: Three-Watch System (based on an 8 hours working day)**

1. This system shall be applied to the deck and engine departments in all seagoing ships. Neither the Master nor the Chief Engineer shall be required to stand watches, and shall not be required to perform non-supervisory work.

2. The number of qualified personnel on board ships shall be at least such as to ensure compliance with the 1995 International Convention on Standards of Training, Certification and Watchkeeping for Seafarers and the 1980 IMCO Assembly Resolution on Principles of Safe Manning.

#### **Article 6: Safety and Hygiene**

1. Furthermore it will be necessary to pay due attention to the contributions of the catering personnel towards the overall safety and hygiene of ships.

#### **Article 7: Interlinkage of Shipboard Activities**

1. The fact that all shipboard activities are interlinked must be the guiding principle governing the manning considerations set forth under "Further Criteria" above. For example, safe navigation cannot be undertaken if propulsion equipment, steering gear, radionavigation or radiocommunication equipment are malfunctioning. Similarly the health of those aboard will determine their availability to function in the optimum manner necessary for the safe operation of the ship. Sea going Ships shall carry a competent person in charge of medical care on board in line with Regulation VI/4 (Mandatory minimum requirements relating to medical first aid and medical care) of the 1995 STCW Convention and the applicable Sections of the STCW Code, Parts A and B .

#### **Article 8 The Network Factor**

1. The "network" factor i. e. the fact that all ships are interdependent upon one another for mutual assistance must be kept in mind in considering manning requirements. The planning must be adequate to ensure the capability of the ship to go to the aid of a ship in distress. Accordingly, there must be reliable radio-communications for alerting purposes to describe its plight and what assistance it requires and for coordinating assistance for the ship in distress. There must be sufficient competent manpower on board each ship to handle the ship's own lifeboats in a safe and efficient manner to participate in other life-saving procedures.

#### **Article 9: Conclusion**

1. Minimum manning requirements does not mean the minimum number in the sense of the fewest tolerable, but means the minimum number that will be adequate for the safety of the ships, crews and passengers, property and the environment at all times.

2. Every vessel shall be sufficiently manned for the purpose of preventing excessive strain upon the crew and avoiding or minimizing as far as practicable the working of overtime.

3. It is the firm view of the ITF that all the above matters must be fully considered as a prerequisite to considering manning requirements on a numerical basis and guidelines formulated in accordance therewith.

### ANNEX 3 COMPENSATION SCALE

<b>Hand, Arm, Shoulder</b> (If a person is left-handed, her/ his left hand is assessed as a right hand, and vice versa.)	Percentage Compensation	
	Right	Left
<b>Fingers</b>		
Loss of all fingers of one hand	55	50
Loss of one thumb and metacarpal bones	30	25
Loss of one thumb	25	25
Loss of extremity of one thumb	12	12
Loss of half of extremity of one thumb	8	8
Thumb with stiff extreme joint	5	5
Thumb with stiff metacarpophalangeal joint	3	3
Thumb with stiff extreme and metacarpophalangeal joints	15	15
Loss of forefinger (second finger)	10	10
Loss of middle and extreme joints of forefinger	10	10
Loss of extreme forefinger	5	5
Forefinger with stiff metacarpophalangeal joint in outstretched position	5	5
Forefinger with 90 degrees or more stretch deficiency in middle joint	5	5
Loss of middle finger (third finger)	10	10
Loss of middle and extreme joints of middle finger	8	8
Loss of extreme joint of middle finger	5	5
Middle finger with stiff metacarpophalangeal joint in outstretched position	5	5
Middle finger with 90 degrees or more stretch deficiency in middle joint	5	5
Loss of ring finger (fourth finger)	8	8
Loss of middle and extreme joints of ring finger	5	5
Loss of extreme joint of ring finger	3	3
Ring finger with stiff metacarpophalangeal joint in outstretched position	5	5
Ring finger with 90 degrees or more stretch deficiency in middle joint	5	5
Loss of little finger (fifth finger)	8	8
Loss of middle and extreme joints of little finger	5	5
Loss of extreme joint of little finger	3	3
Loss of thumb and forefinger (1st and 2nd fingers)	40	35
Loss of extreme joints of thumb and forefinger	18	18
Loss of thumb, forefinger and middle finger	50	45
Loss of extreme joints of thumb, forefinger and middle finger	20	20
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	25
Loss of middle and extreme joints of forefinger and middle finger	20	20
Loss of extreme joint of forefinger and middle finger	10	10
Loss of forefinger, middle finger and ring finger	35	30
Loss of middle and extreme joints of forefinger, middle finger and ring finger	25	25
Loss of extreme joints of forefinger, middle finger and ring finger	12	12
Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)	40	35
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	15
Loss of middle finger, ring finger and little finger (3rd, 4th and 5th)	30	30
Loss of middle and extreme joints of middle finger, ring finger and little finger	20	20
Loss of extreme joints of middle finger, ring finger and little finger	10	10
Loss of ring finger and little finger (4th and 5th)	20	20
Loss of middle and extreme joints of ring finger and little finger	15	15
Loss of extreme joints of middle finger and ring finger or of ring finger and little finger	5	5
Middle finger and ring finger with 90 degrees or more stretch deficiency in middle joint	8	8
<b>Hand, Wrist</b>		
Loss of one hand	60	55
Stiffness in good working position	10	10
Stiffness in poor working position	15	15
Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction	5	5
Consequences of fracture of radial bone: Forefinger to little finger down to 2 cm from the palm of the hand	18	18
<b>Arm</b>		
Loss of one arm	70	65
Amputation of upper arm	65	60
Amputation of forearm with good elbow movement	60	55
Amputation of forearm with poor elbow movement	65	60
Unhealed rupture of biceps	5	5
Axillary thrombosis	5	5

	Percentage Compensation	
	Right	Left
<b>Elbow</b>		
Stiffness in outstretched position	45	40
Stiffness in good working position	25	20
Stiffness in poor working position	30	25
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	3
Stretch deficiency 40-90 degrees	5	5
<b>Shoulder</b>		
All mobility reckoned with "unset" shoulder blade. Stiffness in shoulder (with arm alongside body)	35	35
Elevation up to 90 degrees	15	15
Friction and some reduction of mobility	5	5
Habitual luxation	10	10
Luxatio acromio-clavicularis	5	5
<b>Paralysis</b>		
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	10
<b>Foot, Leg, Hip</b>		
<b>Foot</b>		
Loss of foot with good function of prosthesis	30	30
Loss of foot with poor function of prosthesis	35	35
Amputation of tarsus with stump capable of bearing	15	15
Loss of all toes on one foot	10	10
Loss of 1st toe (big toe) and some of its metatarsal bone	8	8
Loss of 1st toe (big toe)	5	5
Loss of extreme joint of big toe	3	3
Big toe with stiffness in metatarsophalangeal joint	5	5
Loss of one of the other toes	3	3
Ankle joint stiff at right angle or slight talipes equinus (up to 15 degrees)	15	15
Ankle joint stiff in pronounced talipes equinus position	20	20
Ankle joint where rotary mobility has ceased	5	5
Fallen arches aggravated by pains	8	8
Traumatic fallen arches	10	10
<b>Leg</b>		
Loss of one leg	65	65
Amputation at the knee or thigh with good function of prosthesis	50	50
Amputation at the knee or thigh with poor function of prosthesis	55	55
Loss of crus (shank) with good function of prosthesis	30	30
Loss of crus with poor function of prosthesis	35	35
Shortening by less than 3 cm	3	3
Shortening of at least 3 cm	10	10
Thigh shrinkage of at least 3 cm		
(Is not, however, added to the compensation for shortening or reduction of mobility)	8	8
Postthrombotic syndrome in one leg	5	5
Essential deterioration of varicose veins or leg sores	8	8
Knee stiff in good position	25	25
Knee with stretch deficiency of up to 5 degrees	3	3
Knee with bending capacity reduced to 90 degrees or less	10	10
Knee with hampering looseness	10	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	8
Knee with somewhat regular and hampering incarcerations	5	5
Habitual luxation of kneecap	5	5
Loss of kneecap	5	5
Well functioning totally artificial kneecap	15	15
<b>Hip</b>		
Hip with stiffness in favorable position	30	30
Hip with severe insufficiency of hip function	50	50
Well functioning totally artificial hip joint	10	10
<b>Paralysis</b>		
Total paralysis of nervus fibularis	10	10
Total paralysis of nervus femoralis	20	20
Ischiadiscuspareisis - with good mobility	10	10
Ischiadiscuspareisis - with poor mobility	30	30



	Percentage Compensation															
	Right	Left														
<b>The Head</b>																
<b>Face</b>																
Loss of all teeth (double dentures)	5	5														
Loss of outer ear	5	5														
Scalping	5	5														
One-sided paralysis of the facialis nerve	10	10														
Two-sided paralysis of the facialis nerves	15	15														
Loss of sense of smell	10	10														
One-sided paralysis of vocal chords with considerable speech difficulties	10	10														
Paralysis of sensory (trigeminal) nerve to the face	5	5														
<b>Brain - Demens</b>																
Mild demens	15	15														
Mild-medium severe demens	25	25														
Medium severe demens	40	40														
Severe demens	65	65														
Total demens	100	100														
Postcommotional Syndrome	8	8														
<b>Eye</b>																
Loss of one eye	20	20														
Loss of both eyes	100	100														
Loss of sight of one eye	20	20														
Loss of sight of both eyes	100	100														
Loss of sight of one eye with complications (e.g. glaucoma and/or contracted eye)	25	25														
Loss of sight of one eye with possibility of improvement via operation (reserve eye)	18	18														
Double vision	10	10														
Double vision in outermost position	3	3														
Loss of binocular vision (e.g. aphakia with visual power of at least 6/60)																
Aphakia with good contact glass function	15	15														
Total one-sided ptosis	18	18														
Flood of tears	3	3														
Hemianopsia	40	40														
Rightsided heminaopsia as a result of brain injury	50	50														
<b>Ears</b>																
Total loss of hearing in one ear	10	10														
Total loss of hearing in both ears	75	75														
Normally no compensation is paid solely in respect of use of a hearing aid.																
Hampering tinnitus and distortion of hearing	3	3														
<b>Decimal Table</b>								<b>Fraction Table</b>								
<b>S</b>	<b>0.6</b>	<b>0.5</b>	<b>0.4</b>	<b>0.3</b>	<b>0.2</b>	<b>0.1</b>	<b>0.0</b>	<b>S</b>	<b>6/6</b>	<b>6/12</b>	<b>6/18</b>	<b>6/24</b>	<b>6/36</b>	<b>6/60</b>	<b>2/60</b>	<b>0</b>
<b>0.6</b>	0	0	5	10	10	15	20	<b>6/6</b>	0	0	5	8	10	12	15	20
<b>0.5</b>	0	5	5	10	10	15	20	<b>6/12</b>	0	5	10	10	12	15	18	20
<b>0.4</b>	5	5	10	15	15	20	30	<b>6/18</b>	5	10	20	30	35	40	45	50
<b>0.3</b>	10	10	15	25	35	45	55	<b>6/24</b>	8	10	30	35	45	50	55	60
<b>0.2</b>	10	10	15	35	45	60	70	<b>6/36</b>	10	12	35	45	55	65	70	75
<b>0.1</b>	15	15	20	45	60	75	85	<b>6/60</b>	12	15	40	50	65	75	80	85
<b>0</b>	20	20	30	55	70	85	100	<b>2/60</b>	15	18	45	55	70	80	95	100
								<b>0</b>	20	20	50	60	75	85	100	100

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

Visual power is assessed with the best available glasses.

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

	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			3 - considerable handicap			
1 - slight handicap			4 - severe handicap			
2 - mild to medium handicap			5 - total handicap			

	Percentage Compensation	
	Right	Left
<b>Neck and Back</b>		
<b>Vertebral Column</b>		
<b>Fracture of body of the vertebra without discharge of medulla spinalis or nerves:</b>		
Minor Fracture		
Minor Fracture with minor reduction of mobility	5	5
Medium severe Fracture without reduction of mobility	8	8
Medium severe Fracture with reduction of mobility	12	12
Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump):		
Slight to some reduction of mobility	15	15
Very severe reduction of mobility	20	20
If support (neck collar or support corset) is used	5	5
Pain - local or transmitted to extremities	2	2
<b>Fracture with discharge of medulla spinalis or nerves:</b>		
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.		
Consequences of Slipped Disc	12	12
<b>Other Back Injuries</b>	100	100
<b>Cervical Column</b>	25	25
Some reduction of mobility and/or local pains	8	8
If a supportive device (neck collar) is used	12	12
Radiating pains - root irritating	12	12
<b>Other parts of the vertebral column</b>	0	0
Back pains without reduction of mobility	5	5
If a supportive device (corset) is used	8	8
Back pains with some reduction of mobility	12	12
Back pains with considerable reduction of mobility	25	25
<b>Injuries to the Medulla Spinalis</b>		
Mild but lasting consequences - without bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)	20	20
Mild but lasting consequences - with bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)	25	25
Other lasting consequences without bladder symptoms as defined above	30	30
Other lasting consequences with bladder symptoms as defined above	35	35
Incontinence - please see abdominal cavity and pelvis (below)		
<b>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	3
2. Minor limitation of physical activity	20	20
Symptoms appear only during strenuous activity:		
3. Considerable limitation of physical activity	45	45
Symptoms also appear during low levels of activity:		
4. Any form of physical activity produces symptoms, which can also be present during periods of rest	70	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.		
<b>Abdominal Cavity and Pelvis</b>		
Loss of spleen	5	5
Loss of one kidney	10	10
Well functioning transplanted kidney	25	25
Anus praeternaturalis	10	10
Minor incontinence (i.e. imperious urination, possibly defecation)	10	10
Expulsive incontinence	25	25
Abdominal hernia, inoperable	20	20
Loss of both testicles	10	10
Loss of both ovaries before menopause	10	10
Loss of both ovaries after menopause	3	3
Loss of one or both epididymides	3	3
Urethra stricture, if a bougie must be used	15	15
Impotence not covered		

## ANNEX 4: NON-SEAFARERS WORK (ARTICLE 8) – IMPLEMENTATION

The parties fully subscribe to the intent and the principles of Article 8 of this CBA. However, they also acknowledge that, depending on the location of the port and the type of the vessel, a full implementation of the provisions contained, specifically, in the text of Articles 8.1 and 8.2 may imply prior contact between the Company and various third parties, such as Charterers.

Therefore, where such communication between the Company and respective third parties is necessary, the parties agree that the full implementation of the provisions of Articles 8.1 and 8.2 shall be deferred for a transitional period to be identified in each specific case between the parties of the CBA.

Such deferment shall not be longer than 1st January 2020 for container vessels operating in the following areas; Baltic Sea, Canada, North Europe and West Europe excluding Mediterranean Sea (European sub-regions as defined by the European Union).

During any deferment of Articles 8.1 and 8.2 as identified above the following provisions shall apply:

- 8.1 Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, unstowing, pouring, trimming, classifying, sizing, stacking, unstacking as well as composing and decomposing unit loads; and also, services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlash.
- 8.2 Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Company shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Company will not take any punitive measures against any seafarer who respects such dock workers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.

The provisions of Article 8.3 shall apply with immediate effect as written in this CBA.

This Total Crew Cost CBA contains the pages **1 to 18** and is herewith agreed.

**Berlin, «Ort», 14 März, 2024**

Signed on behalf of Company:  
**«REEDER»**

Signed on behalf of the ITF  
**Susana Pereira Ventura**  
**Head of ITF Flag of Convenience**  
**Campaign & Agreements Germany**