

# ITF UNIFORM "TCC" COLLECTIVE AGREEMENT

## For Crews on Flag of Convenience Ships

1 January 2015-2017

### Application

#### §1

- 1.1 This Agreement (hereinafter "CBA") sets out the standard terms and conditions applicable to all seafarers serving on any ship listed in Annex I in respect of which there is in existence a Special Agreement made between ITF (International Transport Workers' federation) and the owner or operator.
- 1.2 This Agreement is deemed to be incorporated into and to contain the terms and conditions of the contract of employment of any seafarer to whom this Agreement applies.
- 1.3 The Special Agreement requires the Owners (inter alia) to employ the seafarers on the terms and conditions of an ITF approved agreement, and to enter into individual contracts of employment with any seafarer to whom this Agreement applies, incorporating the terms and conditions of an ITF approved Agreement. The Company undertakes that it will 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.
- 1.4 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 collective bargaining agreement applies. "MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.
- 1.5 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.

### Pre-Employment

#### §2

- 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.
- 2.2 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 21,22,23, 24 and 25. 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 pursuant to Article 18.1 (b) and maybe willing to be re-employed upon recovery. Any such recovered seafarers shall be treated equally to the other candidates undergoing medical examination

- 2.3 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 agreements 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.
- 2.4 Each seafarer shall sign the seamen's employment contract attached as APPENDIX 4.
- 2.5 Documentation as required by the Flag State shall be at Company expense.

### **Non-Seafarers Work**

#### **§3**

- 3.1 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 unlashings.
- 3.2 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 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.
- 3.3 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 ANNEX 2 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.

### **Duration of Employment**

#### **§4**

- 4.1 A seafarer shall be engaged for 9 (nine) months 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, unless the company operates a permanent employment system

### **Hours of Duty**

#### **§5**

- 5.1 The normal hours of duty shall be eight hours per day from Monday to Friday inclusive.

## **Overtime**

### **§6**

- 6.1 Any hours of duty in excess of the 8 (eight) shall be paid for by overtime, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the category concerned and the weekly working hours (Annex 2).
- 6.2 At least 103 (one hundred and three) hours guaranteed overtime shall be paid monthly to each seafarer.
- 6.3 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.
- 6.4 Such record, endorsed by the Master or a person authorised by the Master, shall be accessible to the Seafarer. Every month the Seafarer shall be offered to endorse the record. After the record is endorsed, it is final. On completion of his/her contract, one copy shall be provided to the Seafarer, if such information is not already contained within the Seafarer's pay documents. A Seafarer may request a printed copy of his/her overtime records at any time during his/her contract term.
- 6.5 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.
- 6.6 If no overtime records are kept as required in 6.3 and 6.4 above, the seafarer shall be paid monthly a lump sum for overtime worked calculated at 160 hours at the hourly overtime rate without prejudice to any further claim for payment for overtime hours worked in excess of this figure.

## **Holidays**

### **§7**

- 7.1 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 observed as a holiday.

## **Rest Periods**

### **§8**

- 8.1 Each seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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 STCW requirements covering overriding operational conditions shall apply, including those of STCW A-VIII/1, Article 9.

- 8.6 A short break of 30 minutes or less will not be considered as a period of rest.
- 8.7 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.
- 8.8 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.
- 8.9 Records of seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

### **Wages** **§9**

- 9.1 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.
- 9.2 The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the seafarer, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.
- 9.3 Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- 9.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 9.5 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.

### **Allotments** **§10**

- 10.1 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 9, in line with the provisions of ILO MLC Standard A2.2, paragraph 5.

### **Leave** **§11**

- 11.1 Each seafarer shall, on the termination of employment for whatever reason, be entitled to payment of 7 days' leave for each completed month of service and pro rata for a shorter period.
- 11.2 Payment for leave shall be at the rate of pay applicable at the time of termination plus a daily allowance as specified in ANNEX 4.

## **Subsistence Allowance**

### **§12**

- 12.1 When food and/or accommodation is not provided on board the company shall be responsible for providing food and/or accommodation of suitable quality.

## **Watch-keeping**

### **§13**

- 13.1 Watch-keeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- 13.2 It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on day work.
- 13.3 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, also whenever deemed necessary by the master or officer of the navigational watch.
- 13.4 The Master and Chief Engineer shall not normally be required to stand watches.

## **Manning**

### **§14**

- 14.1 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 the attached manning scale (ANNEX 5) based on the applicable standard laid down in the ITF Policy on Manning of Ships in accordance with relevant and applicable international laws, rules and regulations (ANNEX 5).

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 agreements in line with ILO conventions and recommendations; and
- riding squads should not be used to replace current crew or be used to undermine ITF agreements.

## **Shorthand Manning**

### **§15**

- 15.1 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 6.

## **Service in Warlike Operations Areas/High Risk Areas**

### **§16**

- 16.1 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.

- 16.2 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.
- 16.3 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 his/her 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 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 his/her employment or suffering any other detrimental effects.
- 16.4 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 16.1 and 16.2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.
- 16.5 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 his/her 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.

### **Crew's Effects**

#### **§17**

- 17.1 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 company compensation up to a maximum specified in Annex 4.
- 17.2 The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
- 17.3 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**

### **§18**

- 18.1 The employment shall be terminated:
- a. upon the expiry of the agreed period of service identified in Article 4;
  - b. when signing off owing to sickness or injury, after medical examination in accordance with Article 21.
- 18.2 The company may terminate the employment of a seafarer:
- a. by giving one month's written notice to the seafarer;
  - b. If the seafarer has been found to be in serious default of his employment obligations in accordance with Article 20;
  - 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.
- 18.3 A seafarer to whom this Agreement applies may terminate employment:
- a. by giving one month's written notice of termination to the Company or the Master of the ship;
  - b. when, during the course of a voyage it is confirmed that the spouse or, in the case of a single person, a parent, has fallen dangerously ill. This provision shall also be applied with regard to the partner of a seafarer provided that this partner has been nominated by the seafarer at the time of engagement as the seafarers next of kin.
  - c. if the ship is about to sail into a warlike operations area, in accordance with Article 16 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) 1995, 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 company has not complied with the terms of this Agreement;
- 18.4 A seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment in accordance with 18.2(a) and (c), 18.3(c), (d), (e), (f) and (g) above and Article 23.1.
- 18.5 It shall not be grounds for termination if, during the period of the agreement, the company 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 company shall be liable for all costs and subsistence for and during the transfer.

## **Repatriation/ Embarkation**

### **§19**

- 19.1 Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.
- 19.2 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. transport of the seafarer's personal effects up to the amount allowed free of charge by the relevant carrier agreed with the company.

19.3 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 Clause 18.2(b).

19.4 The provisions of Articles 19.1, 19.2 and 19.3 shall also apply to seafarers travelling to join the vessel.

### **Misconduct** **§20**

20.1 A company may terminate the employment of a seafarer following a serious default of the seafarers employment obligations which gives rise to a lawful entitlement to dismissal, provided that the company shall, where possible, prior to dismissal, give written notice to the seafarer specifying the serious default which has been the cause of the dismissal.

20.2 In the event of the dismissal of a seafarer in accordance with this clause, the company 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 company 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.

20.3 For the purpose 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 or otherwise substandard as defined in Clause 18.3 (e);
- b. for any reason it would be unlawful for the ship to sail;
- c. the seafarer has a genuine grievance against the company in relation to the implementation of this Agreement and has complied in full with the terms of the company's grievance procedure; or
- d. the seafarer refuses to sail into a warlike area.

### **Medical Attention** **§21**

21.1 A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies.

21.2 A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the company's expense for as long as such attention is required or until the seafarer is repatriated pursuant to Article 19, whichever is the earlier.

21.3 A seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the company's expense:

- a. in the case of sickness, for up to 130 days after repatriation, 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 24.2 concerning permanent disability.
- c. in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 21.3 (a), they may submit claims for reimbursement within 6

months, unless there are exceptional circumstances, in which case the period may be extended

- 21.4 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed, where necessary, by a company 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 Company and the Union and the decision of this doctor shall be final and binding on both parties.

### **Sick Pay** **§22**

- 22.1 When a seafarer is landed at any port because of sickness or injury a pro rata payment of their basic wages plus guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the company's expense as specified in Article 19.
- 22.2 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 after repatriation. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- 22.3 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 24.2 concerning permanent disability.
- 22.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a company 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 company and the seafarer and the decision of this doctor shall be final and binding on both parties.

### **Maternity** **§23**

- 23.1 In the event that a crew member 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 26<sup>th</sup> 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.

### **Disability** **§24**

- 24.1 A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the company regardless of fault, 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.
- 24.2 The disability suffered by the seafarer shall be determined by a doctor appointed by the company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the company and the seafarer and the decision of this doctor shall be final and binding on both parties.

24.3 The company 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.

**2015**

<b>Degree of Disability</b>	<b>Rate of Compensation</b>		
<b>Percentage (%)</b>	<b>Ratings</b>	<b>Junior Officers</b>	<b>Senior Officers (4)</b>
<b>100</b>	<b>96,909</b>	<b>129,212</b>	<b>161,514</b>
<b>75</b>	<b>72,682</b>	<b>96,909</b>	<b>121,136</b>
<b>60</b>	<b>58,145</b>	<b>77,527</b>	<b>96,909</b>
<b>50</b>	<b>48,454</b>	<b>64,606</b>	<b>80,757</b>
<b>40</b>	<b>38,763</b>	<b>51,685</b>	<b>64,606</b>
<b>30</b>	<b>29,073</b>	<b>38,763</b>	<b>48,454</b>
<b>20</b>	<b>19,382</b>	<b>25,842</b>	<b>32,303</b>
<b>10</b>	<b>9,691</b>	<b>12,921</b>	<b>16,151</b>

**2016**

<b>Degree of Disability</b>	<b>Rate of Compensation</b>		
<b>Percentage (%)</b>	<b>Ratings</b>	<b>Junior Officers</b>	<b>Senior Officers (4)</b>
<b>100</b>	<b>98,848</b>	<b>131,797</b>	<b>164,745</b>
<b>75</b>	<b>74,136</b>	<b>98,848</b>	<b>123,559</b>
<b>60</b>	<b>59,308</b>	<b>79,078</b>	<b>98,848</b>
<b>50</b>	<b>49,424</b>	<b>65,899</b>	<b>82,373</b>
<b>40</b>	<b>39,539</b>	<b>52,719</b>	<b>65,899</b>
<b>30</b>	<b>29,655</b>	<b>39,539</b>	<b>49,424</b>
<b>20</b>	<b>19,770</b>	<b>26,359</b>	<b>32,950</b>
<b>10</b>	<b>9,885</b>	<b>13,180</b>	<b>16,475</b>

**2017**

<b>Degree of Disability</b>	<b>Rate of Compensation</b>		
<b>Percentage (%)</b>	<b>Ratings</b>	<b>Junior Officers</b>	<b>Senior Officers (4)</b>
<b>100</b>	<b>102,308</b>	<b>136,410</b>	<b>170,512</b>
<b>75</b>	<b>76,731</b>	<b>102,308</b>	<b>127,884</b>
<b>60</b>	<b>61,384</b>	<b>81,846</b>	<b>102,308</b>
<b>50</b>	<b>51,154</b>	<b>68,206</b>	<b>85,257</b>
<b>40</b>	<b>40,923</b>	<b>54,565</b>	<b>68,206</b>
<b>30</b>	<b>30,693</b>	<b>40,923</b>	<b>51,154</b>
<b>20</b>	<b>20,462</b>	<b>27,282</b>	<b>34,104</b>
<b>10</b>	<b>10,231</b>	<b>13,642</b>	<b>17,052</b>

Note: "Senior Officers" for the purpose of this clause means Master, Chief Officer, Chief Engineer and 1<sup>st</sup> Engineer.

- 24.4 A seafarer whose disability, in accordance with 24.2 above is assessed at 50% or more under the attached ANNEX 6 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 company-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 24.2 above.
- 24.5 Shipowners, 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 valid claim arises, payment should be made promptly and in full, and there should be no pressure by the shipowner 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 shipowner 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.
- 24.6 Any payment effected under 24.1 to 24.5 above, shall be without prejudice to any claim for compensation made in law, but shall be deducted from any settlement in respect of such claim.

#### **Loss of Life - Death in Service** **§25**

- 25.1 If a Seafarer dies through any cause whilst in the employment of the Company 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, the Company shall pay the sums specified in the attached ANNEX 4 to a nominated beneficiary and to each dependent child up to a maximum of 4 (*four*) under the age of 18. 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. 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. For the purpose of this clause a seafarer shall be regarded as "in employment of the company" for so long as the provisions of Articles 21 and 22 apply and provided the death is directly attributable to sickness or injury that caused the seafarer's employment to be terminated in accordance with Article 18.1 b).
- 25.2 The provisions of Article 24.5 above shall also apply in the case of compensation for Loss of Life - Death in Service as specified in this Article.

#### **Insurance Cover** **§26**

26. 1 The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement.

#### **Food, Accommodation, Bedding, Amenities etc.** **§27**

- 27.1 The Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the draft ILO Consolidated Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention
- 27.2 In addition, the company shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment shall be of good quality.
- 27.3 The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.

- 27.4 Seafarers will have access to free call on a one-off basis linked to compassionate circumstances as per Article 18.3 emergencies.
- 27.5 Where equipment and cost allows, during off duty hours, Seafarers shall have the possibility to access internet for the purpose of communicating with home, social networking and other needs.

### **Personal Protective Equipment**

#### **§28**

- 28.1 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.
- 28.2 The company will supply the crew with appropriate personal protective equipment for the nature of the job.
- 28.3 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.
- 28.4 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.
- 28.5 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**

#### **§29**

- 29.1 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.
- 29.2 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 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.
- 29.3 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 30.5 below.

## **Membership Fees, Welfare Fund and Representation of Seafarers**

### **§30**

- 30.1 Subject to national legislation, in order to be covered by this agreement, all seafarers shall be members of an appropriate national trade union affiliated to the ITF or of the ITF, allocated to the Special Seafarers' Department.
- 30.2 The Company shall arrange to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the relevant organisation
- 30.3 The Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- 30.4 The company acknowledges the right of seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Conventions Nos. 87 and 98.
- 30.5 The company acknowledges the right of the seafarers to elect a liaison representative from among the crew 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.

## **Equality**

### **§31**

- 31.1 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

## **Waivers and Assignments**

### **§32**

- 32.1 The company 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 company, their servants or agents any wages (including backwages) or other emoluments due or to become due to the seafarer under this Agreement and the company agrees that any such document already in existence shall be null and void and of no legal effect.

## **Breach of the Agreement**

### **§33**

- 33.1 If the Company breaches the terms of this agreement the ITF or the 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**

### **§34**

- 34.1 The terms and conditions of this agreement shall be reviewed annually, and if at any time the ITF and the Company mutually agree on amendments and/or additions to this agreement, such amendments and additions shall be agreed in writing and signed by the parties and considered incorporated in the Special Agreement.

**Validity of the Agreement**  
**§35**

35.1 This Agreement shall enter into force on .....and shall terminate on .....

Signed on behalf of the ITF:

Signed on behalf of the Company :

**ANNEX 1**  
**LIST OF VESSELS**

ANNEX 2  
1 JANUARY 2014

	Differential	Basic Salary (40hrs)	Guaranteed Overtime (103 hrs)	Overtime rate	Leave Pay (7 days)	Leave Subsistence	Total
Master	3.369	2864	2127	20.65	668	126	5786
Ch. Eng	3.062	2603	1933	18.77	607	126	5270
Ch. Off	2.175	1849	1373	13.33	431	126	3780
1st Eng	2.175	1849	1373	13.33	431	126	3780
2nd Off	1.742	1481	1100	10.68	346	126	3053
2nd Eng	1.742	1481	1100	10.68	346	126	3053
RO	1.742	1481	1100	10.68	346	126	3053
Elect Eng	1.742	1481	1100	10.68	346	126	3053
Chief Stew	1.742	1481	1100	10.68	346	126	3053
3rd Off	1.679	1427	1060	10.29	333	126	2946
3rd Eng	1.679	1427	1060	10.29	333	126	2946
Electrician	1.498	1273	946	9.18	297	126	2642
Bosun	1.117	949	705	6.84	221	126	2001
Carpenter	1.117	949	705	6.84	221	126	2001
Fitter/Repairer	1.117	949	705	6.84	221	126	2001
Chief Cook	1.117	949	705	6.84	221	126	2001
Donkeyman	1.117	949	705	6.84	221	126	2001
Pumpman	1.117	949	705	6.84	221	126	2001
AB	1	850	631	6.13	198	126	1806
Fireman/motorman	1	850	631	6.13	198	126	1806
Oiler/Greaser	1	850	631	6.13	198	126	1806
Steward	1	850	631	6.13	198	126	1806
2nd Cook	0.852	724	538	5.22	169	126	1557
Messroom Steward	0.852	724	538	5.22	169	126	1557
OS	0.744	632	469	4.56	147	126	1375
Wiper	0.744	632	469	4.56	147	126	1375
Deck Boy	0.599	509	378	3.67	119	126	1132
Catering Boy	0.599	509	378	3.67	119	126	1132

The guaranteed total overtime per month is 103 hours at the specified rate in column 4

**ANNEX 3**  
**NATIONAL HOLIDAYS**

**ANNEX 4**  
**Schedule of Cash Benefits**

**Article 25**

**Compensation for Loss of Life:**

**2012-2014**

1. to immediate next of kin:  
2015: \$96,909  
2016: \$98,848  
2017: \$102,308
2. to each dependent child under the age of 18 (subject to a maximum of 4)  
2015: \$19,382  
2016: \$19,770  
2017: \$20,462

**Article 11**

**Leave:**

Daily allowance whilst on paid leave: US\$18

**Article 17**

**Crew's Effects:**

Maximum: US\$ 3,300, which includes cash up to \$330.

**Article 30**

**Membership Fees, Welfare Fund and Representation of Seafarers:**

Company's contribution to the SSD in respect of membership and entrance fees US\$120

Company's contribution to the ITF Seafarers' International Assistance, Welfare and Protection Fund: US\$ 250 per position per year

## ANNEX 5

### 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:

#### Recognition and Development Criteria

##### Essential to the Task of Defining Manning Requirements

2. 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], world-wide 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

##### Further Criteria

3. As a result of the social evolution and the changes that have taken place within 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 paragraph. 2 a)-j) above:
  - a) Safe watchkeeping requirements and procedures
  - b) Provisions regarding working hours
  - c) The maintenance function as it relates to:
    - i) Ship machinery and support equipment
    - ii) radio-communications and radio-navigation equipment
    - iii) other equipment (including cargo support and handling equipment) and
    - iv) navigation and safety equipment
  - d) 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
  - e) Peak workload situations
  - f) The human endurance/health factor (manning must never fall below the level at which the Seafarers' right to good health and safety is jeopardised)
  - g) Adequate manning to ensure that the Ship's complement can cope with on-board emergencies
  - h) Adequate manning to ensure that the Ship can assist other Ships in distress
  - i) On-board training requirements and responsibilities
  - j) Responsibilities flowing from the need for environmental protection
  - k) Observance of industrial safety and Seafarer's welfare provisions
  - l) Special conditions generated by the introduction of specialised Ships
  - m) Conditions generated by the introduction of hazardous cargoes which may be explosive, flammable, toxic, health-threatening or environment-polluting
  - n) Other work related to safety aboard the Ship
  - o) Age and condition of Ship

##### Operational and Maintenance Activities

4. Shipboard activities that must be carried out so that the operation and maintenance of the Ship and its equipment shall not pose hazards to the 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

### **Three-Watch System (based on an 8 hour Working Day)**

5. 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.
6. The number of qualified personnel on board Ships shall be at least such as to ensure compliance with the 1978 International Convention on Standards of Training, Certification and Watch-keeping for Seafarers and the IMO Assembly Resolution on Principles of Safe Manning A.890(21) as amended by A.955(23).

### **Safety and Hygiene**

7. Furthermore, it will be necessary to pay due attention to the contribution of the catering personnel towards the overall safety and hygiene of Ships.

### **Interlinkage of Shipboard Activities**

8. 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, radio-navigation or radio-communication 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 1978 STCW Convention and the applicable Sections of the STCW Code, Parts A and B.

### **The Network Factor**

9. 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 co-ordinating 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.

### **Conclusion**

10. 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 Ship, crew and passengers, property and the environment at all times.
11. Every vessel shall be sufficiently manned for the purpose of preventing excessive strain upon the crew and avoiding or minimising as far as practicable the working of overtime.
12. 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.

### **Manning Scales**

13. The attached manning scales (1-5) are to be regarded as minimum safe manning.
14. In negotiations with Owners and national administrations ITF affiliates shall also take into consideration the principles set out in the above ITF policy on manning of Ships.

## Minimum Safe Manning Scales

### Manning Scale No. 1

Proposed manning scale for a cargo Ship of 500 - 1,599 GT with periodically unmanned engine room and trading world-wide

1 Master  
2 Deck Officers\*)  
3 Deck Ratings\*)  
1 Chief Engineer\*\*)  
1 Engine Room Rating  
1 Cook

Total: 

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7 - 10 One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- \*) *When trading in coastal and limited trade areas, and if a properly negotiated relief system is in operation based on a one on one off system and with a maximum period of service of two months, the manning can be reduced by one Deck Officer and one Deck Rating. When engaged in world-wide trading the maximum period of service shall be three months, and the Master should not normally be engaged in watch-keeping duties.*
- \*\*\*) *For Ships of a propulsion power of more than 1500 kW add one Engineer Officer.*

### Manning Scale No. 2

Proposed manning scale for a cargo Ship of 1,600 - 2,999 GT with periodically unmanned engine room and trading worldwide:

1 Master  
3 Deck Officers\*)  
3 Deck Ratings\*)\*\*\*)  
1 Chief Engineer  
2 Engineer Officers\*)\*\*\*\*\*\*)  
1 Engine Room Rating\*\*\*\*)  
1 Chief Steward/Cook  
1 Steward/Stewardess

Total: 

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10-15 One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- \*) *When trading in coastal and limited trade areas, and if a properly negotiated relief system is in operation based on a one on one off system and with a maximum period of service on board of two months, the manning can be reduced by one Deck Officer, one Engineer Officer (only in Ships of more than 1500 kW propulsion power and less than 3,000 kW) and one Deck Rating. In such cases the Master should not normally be engaged in watchkeeping duties.*
- \*\*\*) *In Ships of less than 1500 kW propulsion power it is only necessary to have two Engineer Officers (including the Chief Engineer Officer) on board the Ship.*
- \*\*\*\*) *One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.*
- \*\*\*\*\*) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and one Engine Room Rating.*

## Manning Scale No. 3

Proposed manning scale for a cargo Ship of 3,000 - 5,999 GT with periodically unmanned engine room and trading worldwide:

1 Master  
3 Deck Officers  
1 Bosun  
3 A.B.s\*)  
1 Chief Engineer  
2 Engineer Officers\*\*)   
1 Electrician/Electrical Engineer Officer/Repairman  
1 Engine Room Rating\*\*)   
1 Radio Officer\*\*\*)  
1 Chief Steward/Cook  
1 Steward/Stewardess

Total: 15-19 One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- \*) *One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.*
- \*\*) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and two Engine Room Ratings, one of which may be a Junior/Entry Rating.*
- \*\*\*) *Vessels trading in areas A1 and A2 are not required to carry a Radio Officer subject to the Deck Officers having the required certification. Vessels trading in areas A3 and A4 are required to have a Radio Officer with a First or Second Class Radio Electronics Operator's Certificate, depending on the complexity of the equipment.*

## Manning Scale No. 4

Proposed manning scale for a cargo Ship of **6,000 to 19,999 GT** with periodically unmanned engine room and trading worldwide:

1 Master  
3 Deck Officers  
1 Bosun  
3 A.B.s  
1 O.S./Junior/Entry Rating  
1 Chief Engineer  
2 Engineer Officers\*)  
1 Electrician/Electrical Engineer Officer  
1 Repairman  
1 Engine Room Rating\*)  
1 Junior Engine Room/Entry Rating  
1 Radio Officer  
1 Chief Steward/Cook  
2 Stewards/Stewardesses

Total: 

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20-22\*\*) One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- \*) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and one Engine Room Rating.*
- \*\*) *At times when, for whatever reason, the shipboard complement, including passengers and supernumeraries, is increased by up to four persons the Catering Department shall receive a bonus of 25% of their monthly basic salaries or pro rata, for the appropriate period. If the shipboard complement is increased in the range of four to ten persons an additional Cook and a Steward/Stewardess shall be added to the manning scale. For every subsequent additional ten persons add an extra Steward/Stewardess.*

## Manning Scale No. 5

Proposed manning scale for a cargo Ship of **20,000 GT** and over with periodically unmanned engine room and trading worldwide:

1 Master  
3 Deck Officers  
1 Bosun  
3 A.B.s  
1 O.S./Junior/Entry Rating  
1 Chief Engineer  
3 Engineer Officers  
1 Electrician/Electrical Engineer Officer  
1 Repairman  
3 Engine Room Ratings\*) \*\*\*\*)  
1 Radio Officer  
1 Chief Steward/Cook  
2 Stewards/Stewardesses

Total: 22-24\*\*) \*\*\*) One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- \*) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engine Room Rating.*
- \*\*\*) *At times when, for whatever reason, the shipboard complement, including passengers and supernumeraries, is increased by up to four persons the Catering Department shall receive a bonus of 25% of their monthly basic salaries or pro rata, for the appropriate period. If the shipboard complement is increased in the range of four to ten persons an additional Cook and a Steward/Stewardess shall be added to the manning scale. For every subsequent additional ten persons add an extra Steward/Stewardess.*
- \*\*\*) *Vessels over 20,000 GT engaged in carrying petroleum products shall add one Pumpman.*
- \*\*\*\*) *One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.*

**Annex 6**

**Degree of disability**

**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	Compensatio		Percentage	Compensatio
	Right	n Left		Right	n Left
a. Fingers					
• Loss of all fingers of one hand	55	50	• Loss of middle and extreme joints of ring finger		5
• Loss of one thumb and metacarpal bones	30	25	• Loss of extreme joint of ring finger		3
• Loss of one thumb		25	• Ring finger with stiff metacarpophalangeal joint in outstretched position		5
• Loss of extremity of one thumb		12	• Ring finger with 90 degrees or more stretch deficiency in middle joint		5
• Loss of half of extremity of one thumb		8	• Loss of little finger (fifth finger)		8
• Thumb with stiff extreme joint		5	• Loss of middle and extreme joints of little finger		5
• Thumb with stiff metacarpophalangeal joint		3	• Loss of extreme joint of little finger		3
• Thumb with stiff extreme and metacarpophalangeal joints		15	• Loss of thumb and forefinger (1st and 2nd fingers)	40	35
• Loss of forefinger (second finger)		10	• Loss of extreme joints of thumb and forefinger		18
• Loss of middle and extreme joints of forefinger		10	• Loss of thumb, forefinger and middle finger	50	45
• Loss of extreme forefinger		5	• Loss of extreme joints of thumb, forefinger and middle finger		20
• Forefinger with stiff metacarpophalangeal joint in outstretched position		5	• Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)	55	50
• Forefinger with 90 degrees or more stretch deficiency in middle joint		5	• Loss of forefinger and middle finger (2nd and 3rd)		25
• Loss of middle finger (third finger)		10	• Loss of middle and extreme joints of forefinger and middle finger		20
• Loss of middle and extreme joints of middle finger		8	• Loss of extreme joint of forefinger and middle finger		10
• Loss of extreme joint of middle finger		5	• Loss of forefinger, middle finger and ring finger	35	30
• Middle finger with stiff metacarpophalangeal joint in outstretched position		5			
• Middle finger with 90 degrees or more stretch deficiency in middle joint		5			
• Loss of ring finger (fourth finger)		8			

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

	Percentage	Compensatio
	Right	n Left
• Total paralysis of plexus brachialis	70	65
• Total paralysis of nervus radialis on the upper arm	25	20
• Total paralysis of nervus ulnaris	30	25
• Total paralysis of nervus medianus, both sensory and motoric injuries	35	30
• For sensory injuries only		10

### Foot, Leg, Hip

#### a. Foot

• Loss of foot with good function of prosthesis	30
• Loss of foot with poor function of prosthesis	35
• Amputation of tarsus with stump capable of bearing	15
• Loss of all toes on one foot	10
• Loss of 1st toe (big toe) and some of its metatarsal bone	8
• Loss of 1st toe (big toe)	5
• Loss of extreme joint of big toe	3
• 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 incarcerations	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

## 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

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

### 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

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
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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 3

#### Neck and Back

##### Vertebral Column

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

##### *Minor Fracture*

- With minor reduction of mobility 5

##### *Medium severe fracture*

- Without reduction of mobility 8
- With reduction of mobility 12

##### *Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump)*

- 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. Consequences of Slipped Disc 12**

##### C. Other Back Injuries

###### 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

#### D. Injuries to the Medulla Spinalis

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

- 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

#### Heart and Lungs

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

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

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

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

#### Abdominal Cavity and Pelvis