

# **JOINT NEGOTIATING GROUP**

## **IBF CBA 2022-2023**

### **MINIMUM CONDITIONS OF EMPLOYMENT**

#### **MLC 2006**

##### **Article 1**

- 1.1 The IBF CBA - minimum conditions of employment - is based on the IBF Framework CBA which sets out the standard terms and conditions negotiated between the International Transport Workers Federation(ITF) and the Joint Negotiating Group of maritime employers(JNG)
- 1.2 IBF CBA - minimum terms and conditions (hereinafter “Agreement”) are incorporated into the seafarer’s employment agreement of any seafarer to whom these minimum conditions apply. The incorporation in to each seafarer’s employment agreement shall be made explicit and will not affect any exceeding rights of the seafarers.
- 1.3 It is understood and agreed that nothing contained in these provisions shall be construed as to restrict in any way the authority of the Master.
- 1.4 The Company undertakes that it will comply with all the terms and conditions of this Agreement. The Company shall further ensure that a copy of IBF CBA minimum conditions is available on board in English.
- 1.5 The words “seafarer”, “ship”, “Union”, “ITF” and “company” when used in this Agreement shall have the same meaning as in the ITF 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.
- 1.6 Each seafarer, 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.

##### **Article 2: Pre-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 that 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 effect the seafarer's entitlement to compensation as per Articles 22,23,24, 25 and 26. 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 Art.19.1(b) and may be willing to be re-employed upon recovery. Any such recovered seafarer shall be treated equally to 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 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.
- 2.4 Each seafarer shall sign an MLC compliant seafarer's employment.
- 2.5. Documentation as required by Flag State shall be at Company expense.

### **Article 3: Probationary Service**

- 3.1 The probationary period shall only apply during the first term of employment with the Company and shall be one third of the contract length but in any case, no more than six weeks. During this period both the seafarer and/or the Company shall be entitled to terminate the employment prior to the expiry of the contract during this period. In such an event compensation for premature termination of employment provided shall not apply.

### **Article 4: Non-Seafarers Work**

- 4.1 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, unlashng, checking and receiving.
- 4.2 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.

4.3 For crewmembers compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate specified in Appendix 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.

4.4 In implementing the provisions of Articles 4.1 and 4.2 above, specific conditions may apply as identified in Appendix 4 to this CBA.

## **Article 5: Duration of Employment**

5.1 A seafarer shall be engaged for the period specified in Appendix 1 to this Agreement and such period may be extended or reduced by the amount shown in Appendix 1 for operational convenience, but no more than 8(eight) months and 6(six) months for young seafarers under 18 years old.

## **Article 6: Hours of Duty**

6.1.1 The normal hours of duty shall be as specified in Appendix 1, but in no case shall exceed;

- a) Eight hours per day from Monday to Friday and four hours on Saturday; or
- b) Eight hours per day from Monday to Friday inclusive.

## **Article 7: Overtime**

7.1 Entitlement to overtime for all seafarers shall be as specified in Appendix 2

7.2 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.

7.3 Such record, endorsed by the Master or a person authorized 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 contractual term.

7.4 Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril shall not count for overtime payment.

## Article 8: Holidays

- 8.1 For the purpose of this Agreement the days listed in Appendix 1 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.

## Article 9: Rest Periods

- 9.1 Each seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
- 9.2 This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.
- 9.3 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.
- 9.4 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.
- 9.5 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, Art.9.
- 9.6 A short break of less than 30 minutes will not be considered as a period of rest.
- 9.7 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue.
- 9.8 The allocation of periods of responsibility on UMS Ships, where a continuous watch keeping in the engine room is not carried out, shall also be conducted in a manner that minimized 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.
- 9.9 Records of seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

## Article 10: Wages

- 10.1 The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scale (APPENDIX 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 authorized by the seafarer. The wage scale in Appendix 2 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.

- 10.2 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 is applicable.
- 10.3 Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- 10.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 10.5 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

### **Article 11: Allotments**

- 11.1 Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of up to 80% of basic wages after allowing for any deductions as specified in Article 10, in line with the provisions of ILO MLC Standard A2.2, paragraph 5.

### **Article 12 Leave**

- 12.1 Each seafarer shall, on the termination of employment for whatever reason, be entitled to payment of leave pay as specified in APPENDIX 2 for each completed month of service and pro rata for a shorter period.

### **Article 13: Subsistence Allowance**

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

### **Article 14: Watch keeping**

- 14.1 Watch keeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- 14.2 It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on day work.
- 14.3 While watch keeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant

national and international rules and regulations, and also whenever deemed necessary by the master or officer of the navigational watch.

14.4 The Master and Chief Engineer shall not normally be required to stand watches

### **Article 15: Manning**

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

15.2 In addition, the manning of each ship shall be determined following agreement between the Company and the Union with whom the agreement is concluded.

15.3 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:

- a) persons engaged for security purposes should not undertake other seafarers' duties;
- b) only specific tasks authorized by the master can be carried out by the riding squads;
- c) classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
- d) all riding squads must be covered by agreements in line with ILO conventions and recommendations; and
- e) riding squads should not be used to replace current crew or be used to undermine ITF agreements.

### **Article 16: Shorthand Manning**

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

### **Article 17: Service in Warlike Operations Areas / High Risk Area**

17.1 A warlike operations area shall be determined by the IBF. The Company shall regularly receive from the respective IBF constituent information on Warlike Operations areas. An updated list of IBF Warlike Operations areas shall be kept on board of the vessel and shall be accessible to the crew.

- 17.2 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.
- 17.3 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 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 his/her employment or suffering any other detrimental effects.
- 17.4 In addition to areas of warlike operations, the IBF 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 17.1 and 17.2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.
- 17.5 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 IBF 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.

## **Article 18: Crew's Effects**

- 18.1 When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding, collision or an act of piracy or armed robbery against ship / hostage taking 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 APPENDIX 3.



- 18.2 The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
- 18.3 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.

## **Article 19: Termination of Employment**

- 19.1 The employment shall be terminated:
- a) upon the expiry of the agreed period of service identified in APPENDIX 1;
  - b) when signing off owing to sickness or injury, after medical examination in accordance with Article 22, but subject to the provision of Article 26.
- 19.2 The Company may terminate the employment of a seafarer:
- a) by giving minimum 20 days written notice to the seafarer; In special circumstances, with union acceptance, period can be shorter but not less than 7 (seven) days.
  - b) if the seafarer has been found to be in serious default of his employment obligations in accordance with Article 21.
  - c) upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
- 19.3 A seafarer to whom this Agreement applies may terminate employment:
- a) for justified reasons by giving minimum 20 days notice to the Company;
  - b) 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 died.
  - c) if the ship is about to sail into a warlike operations area or a High Risk Area, in accordance with Article 17 of this Agreement;
  - d) if the seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration of trading pattern;
  - e) if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch keeping Convention (STCW) 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;

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

19.5 It shall not be grounds for termination if, during the period of the agreement, the 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.

## **Article 20: Repatriation / Embarkation**

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

20.2 During repatriation for normal reasons, the 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;
- 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.

20.3 A seafarer shall be entitled to repatriation at the Company's expense on termination of employment as per Article 19 except where such termination arises under Article 19.2(b).

20.4 The provisions of Article 20.1, 20.2 and 20.3 shall also apply to seafarers travelling to join the vessel.

## **Article 21: Misconduct**

21.1 The 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.

- 21.2 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.
- 21.3 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 Article 19.3 e);
  - b) for any reason it would be unlawful for the ship to sail;
  - c) the seafarer has a genuine grievance against the 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 or a High Risk Area as identified in Article 17.
- 21.4 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. Such procedure shall be available and equally apply to all crewmembers including Master. It 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.

## **Article 22: Medical Attention**

- 22.1 A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pains and emergencies, at the Company's expense.
- 22.2 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 20, whichever is the earlier.
- 22.3 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 Article 25.2 concerning permanent disability.
  - c) in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 22.3(a), they may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended.

- 22.4 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.

### Article 23: Sick Pay

- 23.1 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 case of officers, fixed overtime shall continue until they have been repatriated at the Company's expense as specified in Article 20.
- 23.2 Thereafter the seafarers 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. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- 23.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with Article 25.2 concerning permanent disability.
- 23.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a 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.

### Article 24: Maternity

- 24.1 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 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.

### Article 25: Disability

- 25.1 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, but excluding permanent disability due to wilful acts, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.

- 25.2 The disability suffered by the seafarer shall be determined by a doctor appointed by the 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 Union and the decision of this doctor shall be final and binding on both parties.
- 25.3 The Company shall provide disability compensation to the seafarer in accordance with APPENDIX 3, with any differences, including less than 10 % disability, to be pro rata.
- 25.4 A seafarer whose disability, in accordance with 25.2 above is assessed at 50% or more 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 the assessment or entitlement shall be resolved in accordance with clause 25.2 above.
- 25.5 Any payment effected under 25.1 to 25.4 above, shall be without prejudice to any claim for compensation made in law, but shall be deducted from any settlement in respect of such claims.
- 25.6 The Company, in discharging its 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 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."

## **Article 26: Loss of Life – Death in Service**

- 26.1 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, but excluding death due to wilful acts, the Company shall pay the sums specified in the attached APPENDIX 3 to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18. 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.
- 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 costs of burial expenses. Where the death has occurred at sea the repatriation of the body shall be carried out at the next scheduled port of call, subject to national legislation and as quickly as possible.
- 26.2 Any payment effected under this Article shall be without prejudice to any claim for compensation made in law but shall be offset against any such payments.

- 26.3 For the purpose of this Article a seafarer shall be regarded as “in the employment of the company” for so long as the provisions of Articles 22 and 23 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 19.1 b).
- 26.4 The provisions of Article 25.6 above shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Article.
- 26.5 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 missing due to an act of suicide, or a disappearance in port, The Company shall pay the same amounts as specified for *Loss of Life-Death in Service* in the attached APPENDIX 3 to a nominated beneficiary and to each dependent child up to a maximum of 4(four) under the age of 18. If 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.

### **Article 27: Insurance Cover**

- 27.1 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, 2006. The details of the applicable financial security system shall be posted in a conspicuous place on board where it is available to the seafarers.

### **Article 28: Food, Accommodation, Bedding, Amenities etc.**

- 28.1 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.
- 28.2 Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 19.3 emergencies.
- 28.3 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.

### **Article 29: Personal Protective Equipment**

- 29.1 The Company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations that specify any additional equipment, for the use of each seafarer while serving on board.
- 29.2 The Company will supply the crew with appropriate personal protective equipment for the nature of the job.

- 29.3 Seafarers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment.
- 29.4 If the necessary safety equipment is not available to operate in compliance with any of the above regulations, seafarers should not be permitted or requested to perform the work.
- 29.5 Seafarers shall use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the Company.

### **Article 30: Shipboard Safety Committee**

- 30.1 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.
- 30.2 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 program 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.
- 30.3 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 31.5 below.

### **Article 31: Membership Fees, Welfare Fund and Representation of Seafarers**

- 31.1 The seafarers shall normally be member of an any ITF affiliated seafarer's union only.
- 31.2 At the request of the union as shown in Art 31.1, the Company shall arrange to pay in respect of each seafarer the membership fees in accordance with the terms of the Union request. Membership fees must be collected by the company every month and paid to the Union account.
- 31.3 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.

- 31.4 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 and the agreed Grievance procedure has been observed.

### **Article 32: Equality**

- 32.1 Each seafarer shall be entitled to work, train and live in an environment free from harassment and bullying whether sexually, racially or otherwise motivated. The Company will regard breaches of this undertaking as a serious act of misconduct on the part of seafarers.

### **Article 33: Waivers and Assignments**

- 33.1 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 back wages) 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.

*\*English text is the original*



## **LIST OF THE VESSELS**

## APPENDIX 1

### Contract duration, Working Hours, Holidays

#### Duration of Employment

The maximum period of engagement referred to in Article 5 shall be 6 (six) months, which may be extended to 7(seven) months or reduced to 5(five) months for operational convenience. Thereafter, the seafarer's engagement shall be automatically terminated in accordance with Article 19 of this Agreement. This period of engagement may be reduced following local negotiations between the company in membership of the JNG and an ITF Affiliate. However should the voyage duration be subject to such reduction any costs should be included within the overall cost of the settlement.

#### Normal Working Hours

Following accepted working practice in the country to which a local agreement applies; normal working hours shall not exceed :

- a) eight hours per day Monday to Friday inclusive; or
- b) eight hours per day Monday to Friday and four hours on Saturday

#### Holidays

The days regarded as holidays in accordance with Article 8 shall be subject to National negotiations; however, national holidays shall be subject to a minimum of nine (9) days.

Romanian National holidays are :

New Year	January 1 <sup>st</sup> and 2 <sup>nd</sup>
Unification Day	24 <sup>th</sup> January
Easter Good Friday	1 day
Easter	2 days
Labour Day	May 1 <sup>st</sup>
Whitsuntide	1 <sup>st</sup> and 2 <sup>nd</sup> Day
Children's Day	1 <sup>st</sup> June
Seafarers Day	August 15 <sup>th</sup>
St.Andrew	30 <sup>th</sup> November
Romanian National Day	December 1 <sup>st</sup>
Christmas	December 25 <sup>th</sup> and 26 <sup>th</sup>

## **APPENDIX 2**

### **Wages, Overtime, Leave entitlements**

Wages to be developed in accordance with the Total Crew Cost Methodology agreed by the IBF.

#### **Ratings**

##### **Overtime Rate**

In the case of ratings, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the rating concerned shown in this APPENDIX and the normal weekly working hours as shown in APPENDIX 1.

##### **Guaranteed Overtime**

Guaranteed overtime payments shall be not less than 85 hours per month for ratings with a 44 hour normal working week and not more than 103 hours per month for ratings with a 40-hour normal working week. Agreements already in force providing for guaranteed overtime payments outside these limits may remain in effect as provided for above.

#### **Officers**

Agreements, which provide for hourly overtime payments for officers should observe the principles set out above concerning overtime payments for ratings.

Agreements, which provide for consolidated wage rates for officers, including compensation for work performed outside the normal working week, should contain provisions dealing with:

1. The maintenance of records of the officers' rest periods;
2. The rate at which wage-related allowances not shown on the wage schedule e.g. sick pay, are calculated.

Agreements already in force providing for consolidated wage rates shall remain in effect as provided for above.

#### **Leave**

Leave pay for officers and ratings in accordance with Article 12 shall be not less than 9 days for each completed month of service and pro rata for a shorter period.

2022	Basic	Fixed OT	103 hrs	Leave 9 days	Subsistence	Gross Wages
Master	3015	2714		905	166	6800
Ch.Off	1900	1710		570	166	4346
2nd Off	1456	1310		437	166	3369
3rd Off	1355	1220		407	166	3148
RO	1421	1279		426	166	3292
Ch.Eng	2820	2538		846	166	6370
1st Eng	1900	1710		570	166	4346
2nd Eng	1456	1310		437	166	3369
3rd Eng	1355	1220		407	166	3148
Elect Eng	1456	1310		437	166	3369
Bosun	812		605	244	166	1827
AB	713		530	214	166	1623
AB	713		530	214	166	1623
AB	713		530	214	166	1623
OS	526		391	158	166	1241
Fitter	812		605	244	166	1827
Oiler	713		530	214	166	1623
Oiler	713		530	214	166	1623
Oiler	713		530	214	166	1623
Wiper	526		391	158	166	1241
Chief Cook	812		605	244	166	1827
Steward	713		530	214	166	1623
Steward	713		530	214	166	1623
TOTAL						62504

<b>2023</b>	<b>Basic</b>	<b>Fixed OT</b>	<b>103 hrs</b>	<b>Leave 9 days</b>	<b>Subsistence</b>	<b>Gross Wages</b>
<b>Master</b>	3078	2770		923	166	<b>6937</b>
<b>Ch.Off</b>	1939	1745		582	166	<b>4432</b>
<b>2nd Off</b>	1481	1333		444	166	<b>3424</b>
<b>3rd Off</b>	1375	1238		413	166	<b>3192</b>
<b>RO</b>	1450	1305		435	166	<b>3356</b>
<b>Ch.Eng</b>	2881	2593		864	166	<b>6504</b>
<b>1st Eng</b>	1939	1745		582	166	<b>4432</b>
<b>2nd Eng</b>	1481	1333		444	166	<b>3424</b>
<b>3rd Eng</b>	1375	1238		413	166	<b>3192</b>
<b>Elect Eng</b>	1481	1333		444	166	<b>3424</b>
<b>Bosun</b>	822		612	247	166	<b>1847</b>
<b>AB</b>	719		535	216	166	<b>1636</b>
<b>AB</b>	719		535	216	166	<b>1636</b>
<b>AB</b>	719		535	216	166	<b>1636</b>
<b>OS</b>	531		396	159	166	<b>1252</b>
<b>Fitter</b>	822		612	247	166	<b>1847</b>
<b>Oiler</b>	719		535	216	166	<b>1636</b>
<b>Oiler</b>	719		535	216	166	<b>1636</b>
<b>Oiler</b>	719		535	216	166	<b>1636</b>
<b>Wiper</b>	531		396	159	166	<b>1252</b>
<b>Chief Cook</b>	822		612	247	166	<b>1847</b>
<b>Steward</b>	719		535	216	166	<b>1636</b>
<b>Steward</b>	719		535	216	166	<b>1636</b>
<b>TOTAL</b>	<b>63450</b>					

## APPENDIX 3

### Compensation Payments

#### Crew's Effects

Maximum compensation for loss of effects as provided for in Article 18 of this Agreement shall be US\$3,300, which includes cash up to US\$ 330.

#### Medical, Dental or Social – Seafarers Family

There may be additional contributions by the company to meet medical, dental or social needs of seafarers and their families including crew communications, subject to local negotiations between the relevant JNG members and ITF affiliates.

#### Disability

In the event a seafarer suffers permanent disability in accordance with the provisions of Article 25 of this Agreement, the scale of compensation provided for under Article 25.3 shall, unless more favorable benefits are negotiated, be:

#### *Degree of Disability*

#### *Rate of Compensation*

2022

Degree of Disability Percentage (%)	Rate of Compensation		
	Ratings	Junior Officers	Senior Officers (4)
100	108,012	144,015	180,018
75	81,008	108,012	135,013
60	64,807	84,409	108,012
50	54,006	72,008	90,010
40	43,204	57,607	72,008
30	32,404	43,204	54,006
20	21,603	28,803	36,006
10	10,802	14,402	18,002

2023

Degree of Disability Percentage (%)	Rate of Compensation		
	Ratings	Junior Officers	Senior Officers (4)
100	109,632	146,175	182,718
75	82,223	109,632	137,038
60	65,779	87,705	109,632
50	54,816	73,088	91,360
40	43,852	58,471	73,088
30	32,890	43,852	54,816
20	21,927	29,235	36,546
10	10,964	14,618	18,272

Note: "Senior Officers" for the purpose of this clause means Master, Chief Officer, Chief Engineer and 2<sup>nd</sup> Engineer.

### **Loss of Life – Death in Service**

Death in service benefits as provided in Article 26 of this Agreement shall, unless more favourable benefits are negotiated, be:

To the nominated beneficiary ;

**2022 - US\$ 108,012**

**2023 – US\$ 109,632**

To each dependent child (maximum 4 under the age of 18)

**2022 - US\$ 21,603**

**2023 – US\$ 21,927**



Non-Seafarers Work (Article 4) - Implementation

The parties fully subscribe to the intent and the principles of Article 4 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 4.1 and 4.2 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 4.1 and 4.2 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).

Any disputes shall be subject to the IBF Disputes Procedure.

During any deferment of Articles 4.1 and 4.2 as identified above the following provisions shall apply:

*4.1 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.*

*4.2 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 4.3 shall apply with immediate effect as written in this CBA.

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

	Percentage Right	Compensation Left		Percentage Right	Compensation Left
• Ring finger with 90 degrees or more stretch deficiency in middle joint		5	• Loss of extreme joints of forefinger, middle finger and ring finger		12
• Loss of little finger (fifth finger)		8	• Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)	40	35
• Loss of middle and extreme joints of little finger		5	• Loss of middle and extreme joints of forefinger, middle finger, ring finger and little finger	35	30
• Loss of extreme joint of little finger		3	• Loss of extreme joints of forefinger, middle finger, ring finger and little finger		15
• Loss of thumb and forefinger (1st and 2nd fingers)	40	35	• Loss of middle finger, ring finger and little finger (3rd, 4th and 5th)		30
• Loss of extreme joints of thumb and forefinger		18	• Loss of middle and extreme joints of middle finger, ring finger and little finger		20
• Loss of thumb, forefinger and middle finger	50	45	• Loss of extreme joints of middle finger, ring finger and little finger		10
• Loss of extreme joints of thumb, forefinger and middle finger		20	• Loss of ring finger and little finger (4th and 5th)		20
• Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)	55	50	• Loss of middle and extreme joints of ring finger and little finger		15
• Loss of forefinger and middle finger (2nd and 3rd)		25	• Loss of extreme joints of middle finger and ring finger or of ring finger and little finger		5
• Loss of middle and extreme joints of forefinger and middle finger		20			
• Loss of extreme joint of forefinger and middle finger		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			

	Percentage Right	Compensation Left		Percentage Right	Compensation Left
• Middle finger and ring finger with 90 degrees or more stretch deficiency in middle joint		8	d. Elbow		
b. Hand, Wrist			• Stiffness in outstretched position	45	40
• Loss of one hand	60	55	• Stiffness in good working position	25	20
• Stiffness in good working position		10	• Stiffness in poor working position	30	25
• Stiffness in poor working position		15	• Cessation of rotary function of forearm ("upright position")	20	15
• Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction		5	• Elbow bending reduced to 90 degrees or less	15	12
• Consequences of fracture of radial bone: Forefinger to little finger down to 2 cm from the palm of the hand		18	• Stretch deficiency of up to 40 degrees		3
c. Arm			• Stretch deficiency 40-90 degrees		5
• Loss of one arm	70	65	e. Shoulder		
• Amputation of upper arm	65	60	• All mobility reckoned with "unset" shoulder blade. Stiffness in shoulder (with arm alongside body)		35
• Amputation of forearm with good elbow movement	60	55	• Elevation up to 90 degrees		15
• Amputation of forearm with poor elbow movement	65	60	• Friction and some reduction of mobility		5
• Unhealed rupture of biceps		5	• Habitual luxation		10
• Axillary thrombosis		5	• Luxatio acromio-clavicularis		5
			f. Paralysis		
			• Total paralysis of plexus brachialis	70	65
			• Total paralysis of nervus radialis on the upper arm	25	20

	Percentage Right	Compensation Left
• 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
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• 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
• Ischiadiscusparesis - with good mobility	10
• Ischiadiscusparesis - 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

### C. The Eye

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

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



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

Decimal  
Table

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

Fraction Table

S	6/6	6/12	6/18	6/24	6/36	6/60	2/60	0
6/6	0	0	5	8	10	12	15	20
6/12	0	5	10	10	12	15	18	20
6/18	5	10	20	30	35	40	45	50
6/24	8	10	30	35	45	50	55	60
6/36	10	12	35	45	55	65	70	75
6/60	12	15	40	50	65	75	80	85
2/60	15	18	45	55	70	80	95	100
0	20	20	50	60	75	85	100	100

Visual power is assessed with the best available glasses.

#### D. Ears

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

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

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

HH = Hearing handicap

CH = Communication handicap:

- 0 no handicap
- 1 slight handicap
- 2 mild to medium handicap
- 3 considerable handicap
- 4 severe handicap
- 5 total handicap

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

- Hampering tinnitus and distortion of hearing 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.	

#### **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

• 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