

# ITF STANDARD COLLECTIVE AGREEMENT

1 January 2015

## Application §1

This Agreement sets out the standard terms and conditions applicable to all Seafarers serving on any Ship in respect of which there is in existence a Special Agreement (“the Special Agreement”) made between the Union, an affiliate of the International Transport Workers’ Federation (the ITF) and the Company who is the Owner/ Agent of the Owner of the Ship.

This Agreement is deemed to be incorporated into and to contain the terms and conditions of employment of any Seafarer whether or not the Company has entered into an individual Contract of Employment with the Seafarer.

The Special Agreement requires the Company (inter alia) to employ the Seafarers on the terms and conditions of this Agreement, and to enter into individual contracts of employment with each Seafarer incorporating the terms and conditions of this Agreement (“the ITF Employment Contract”). The Company has further agreed with the Union and the ITF to comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the ITF Special Agreement are available on board in English.

The words “Seafarer”, “Ship”, “Special Agreement”, “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.

## §2

A Seafarer to whom this Agreement applies, in accordance with paragraph 1 above, shall be covered by the Agreement with effect from the date on which s/he is engaged or the date from which the ITF Special Agreement is effective as applicable, whether s/he has signed Articles or not, until the date on which s/he signs 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 the ITF Employment Contract is executed between her/him and the Company and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in the ITF Standard Collective Agreement.

## **Duration of Employment**

### **§3**

A Seafarer shall be engaged for 6 (six) months, which period may be extended to 7 (seven) months or reduced to 5 (five) months for operational convenience. Her/his employment shall be automatically terminated upon the terms of this Agreement at the first arrival of the Ship in port after expiration of that period, or of any other period specified in her/his ITF Employment Contract.

## **Wages**

### **§4**

The wages of each Seafarer shall be calculated in accordance with this Agreement and as per the attached Wage Scale (Annex 1) and the only deductions from such wages shall be as required by relevant statute or as authorised by the Seafarer herself/himself. The Seafarer shall be entitled to payment in cash in US Dollars (or in local currency, at the Seafarer's option) of her/his net wages after such deductions at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable. Any net wages not so drawn shall accumulate for her/his account and may be drawn by her/him at any time when the Ship is in port. Further, on the Ship's arrival in port, and thereafter not more frequently than every seventh day in the same country, the Seafarer shall be entitled to draw all or part of the net wages due to her/him in respect of the current calendar month. For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.

## **Allotments**

### **§5**

Any Seafarer, if s/he so desires, shall be allowed an allotment note, payable at monthly intervals, of up to 80% of her/his basic wages after allowing for any statutory deductions.

## **Hours of Duty**

### **§6**

The ordinary hours of duty of all Seafarers shall be 8 (eight) per day, Monday to Friday inclusive. In the case of day workers, the 8 (eight) hours shall be worked between 06.00 and 18.00, Monday to Friday inclusive. On these days any hours of duty in excess of the 8 (eight) shall be paid for by overtime at the rate stipulated in the attached wage scale.

On Ships with UMS class where continuous watchkeeping in the engineroom is not carried out, the engineers (except the chief engineer on Ships with 3 or more engineers) shall be paid an additional 1/5 of the hourly rate (1/172 of monthly rate) for UMS watch while the Ship is under way, i.e. not anchored, moored or grounded. In these cases the allowance shall be an additional 1/2 of the hourly rate.

(i) All hours on duty on Saturdays, Sundays and Public Holidays shall be paid for by overtime at the rate stipulated in the attached wage scale, except that hours of watchkeeping shall be compensated for at the weekday overtime rate.

(ii) If the Seafarer so desires these hours may be compensated for by time off in lieu of payment. In that event 3.8 hours overtime plus subsistence allowance, as stipulated in Article §25, represent one days wages.

## **§7**

Any break during the work period of less than one hour shall be counted as working time.

## **Overtime**

### **§8**

Overtime shall be recorded individually and in duplicate either by the Master or the head of the department. Such record shall be handed to the Seafarer for approval every fortnight or at shorter intervals. Both copies must be signed by the Master and/or head of the department as well as by the Seafarer, after which the record is final. One copy shall be handed over to the Seafarer.

If no overtime records are kept as required above the Seafarer shall be paid monthly a lump sum for overtime worked, calculated at 40 hours at the weekday hourly overtime rate, and 64 hours at the Saturdays, Sundays and Public Holidays hourly overtime rate, without prejudice to any further claim for payment for overtime hours worked in excess of these figures.

## **Holidays**

### **§9**

If a holiday falls on a Saturday or a Sunday, the following working day shall be observed as a holiday. For the purpose of this Agreement, the following days shall be considered as holidays at sea or in port: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, International Labour Day (1 May), Spring Bank Holiday and Summer Bank Holiday, or such Public Holidays as are agreed upon, having regard to the nationality of the majority of the crew members and detailed in the Special Agreement between the Company and the Union accompanying this Collective Agreement.

## **Non-Seafarers Work**

### **§10**

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 unlashng.

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.

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 ANNEX 1 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.

### **§11**

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

## **Watchkeeping**

### **§12**

Watchkeeping at sea and, when deemed necessary, in port, shall be organised on a three-watch basis. It shall be at the discretion of the Master which Seafarers are put into watches and which, if any, on daywork. The Master and Chief Engineer shall not be required to stand watches. While watchkeeping at sea, the Officer of the navigational watch shall be assisted by at least a posted lookout and at no time, especially during periods of darkness, shall solo watchkeeping be undertaken.

**Rest Period**  
**§13**

- a. Each seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. A short break of less than 30 minutes will not be considered as a period of rest.
- g. 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.
- h. 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.
- i. Records of seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

## **Manning**

### **§14**

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 based on the applicable standard laid down in the ITF Policy on Manning of Ships and its attached "Minimum Safe Manning Scales" (Annex 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:

- 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**

Where the complement falls short of the agreed manning, for whatever reasons, the wages of the shortage category shall be paid to the affected members of the concerned department. Such shortage, however, shall be made up before the Ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Articles 6 -11.

## **Medical Attention**

### **§16**

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

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 23, whichever is the earlier.

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 21c concerning permanent disability.
- c. in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 16 (a), they may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended

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. A Seafarer shall be entitled to immediate medical attention for sickness or injury and a Seafarer, who is discharged 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. The Company shall be liable to defray the expense of medical care and maintenance until such time as further medical treatment would not improve her/his position.

### **Sick Pay** **§17**

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 23.

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.

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 21c concerning permanent disability.

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.

**Paid Leave**  
**§18**

Every Seafarer to whom this Agreement applies shall, on the termination of employment for whatever reason, be entitled to 7 days paid leave for each completed month of service; broken periods of 15 days or less shall qualify for 3½days leave and broken periods of over 15 days but less than 30 days for 7 days leave. Qualifying service shall count from the time a Seafarer is originally engaged, whether s/he has signed Articles or not, and shall continue until her/his employment is finally terminated. Payment for leave shall be at the rate of pay applicable at the time of termination in accordance with the attached wage scale plus a subsistence allowance as laid down in Article 25.

**Loss of Life**  
**Death in Service**  
**§19**

If a Seafarer dies through any cause, whilst in the employment of the Company, or arising from her/his employment with the Company, including death from natural causes or death occurring whilst travelling to or from the vessel, or as a result of marine or other similar peril, the Company shall pay the sums specified in the attached schedule (Annex 2) to the widow or children or parents and to each dependent child up to a maximum of 4 (four) under the age of 21. The Company shall also transport at its own cost 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 widow 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 16 and 17 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 27.

Any payment effected under this clause shall be without prejudice to any claim for compensation made in law.

The provisions of Article 21(f) shall also apply in the case of compensation for Loss of Life - Death in Service as specified in this Article.

## **Service in Warlike Operations Areas**

### **§20**

- a) 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.
- b) 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.

If the vessel enters a Warlike Operations area:

- o 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.
- o The Seafarer shall be entitled to a double compensation for disability and death.
- o 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.
- o 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.

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 20a and 20b shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.

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.

**Disability**  
**§21**

- a) A Seafarer who suffers injury as a result of an accident from any cause whatsoever whilst in the employment of the Company or arising from her/his employment with 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 the Agreement.
- b) The disability suffered by the Seafarer shall be determined by a Doctor appointed by the ITF, and the Company shall provide disability compensation to the Seafarer in accordance with the percentage specified in the table below which is appropriate to this disability.

<b>2015</b>		
<b>DEGREE OF DISABILITY</b>	<b>RATE OF COMPENSATION</b>	
	RATINGS AB & below	OFFICERS & RATINGS above AB
%	US\$	US\$
50-100	156,816	235,224
49	78,408	117,612
40	62,726	94,089
30	47,044	70,567
20	31,363	47,044
10	15,681	23,522

with any differences, including less than 10% disability, to be pro-rata.

The compensation provided under this paragraph for 100% disability shall not exceed US\$235,224 for Officers and \$156,816 for Ratings for 2012, with lesser degrees of disability compensated for pro rata.

- c) Permanent Medical Unfitness - A Seafarer whose disability, in accordance with paragraph a) is assessed at 50% or more under the attached Annex 4 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, i.e. US\$ 235,224 for Officers and US\$ 156,816 for Ratings. Furthermore, any Seafarer assessed at less than 50% disability under the attached Annex 4 but certified as permanently unfit for further sea service in any capacity by the Union's Doctor, shall also be entitled to 100% compensation.
- d) Loss of Rank - A Seafarer whose disability, in accordance with paragraph a) does not fall within the terms of paragraph c) but who is determined by the ITF's Doctor to be able to

continue to serve at sea only in a lower category of employment than that in which s/he was serving at the time of the accident should be entitled to the degree of disability compensation awarded in accordance with paragraph b) enhanced by 50%.

- e) Any payment effected under paragraphs a) to d) shall be without prejudice to any claim for compensation made in law.
- f) 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 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.

### **Insurance cover**

#### **§22**

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

### **Repatriation**

#### **§23**

Repatriation shall take place in such a manner that it meets the needs and reasonable requirements for comfort of the Seafarer. The Company shall be liable for the cost of maintaining the Seafarer ashore until repatriation takes place.

A Seafarer shall be entitled to repatriation at the Company's expense (including basic wages, subsistence allowance, the cost of accommodation and food and transport of the seafarer's personal effects up to the amount agreed with the company) either to her/his home or to the place of her/his original engagement (at the Seafarer's option):

- a) after 6 months continuous service on board, always subject to the provisions of Article 3;
- b) when signing off owing to sickness or injury;
- c) when her/his employment is terminated owing to discharge by the Company;
- d) upon the loss, laying-up or sale of the Ship;

- e) if the Ship has been arrested (whether by a Seafarer or not) provided the Ship has remained under arrest for more than 14 days;
- f) if the Company has not complied with the provisions of this Agreement, the Seafarer is entitled to claim the outstanding wages and to be repatriated at the Company's expense;
- g) on discharge according to Article 27, sub-paragraphs (b) and (c) below.

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.

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

#### **§24**

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 ILO Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention.

Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 27

### **Subsistence Allowance**

#### **§25**

Whilst on paid leave a Seafarer shall be entitled to a daily subsistence allowance according to the attached Schedule (Annex 2). When food and/or accommodation is not provided on board the Company shall be responsible for providing food and/or accommodation of good quality ashore.

### **Crew's Effects**

#### **§26**

When any Seafarer suffers total or partial loss of, or damage to, her/his personal effects, due to whatever cause, either whilst serving on board the Ship or travelling to and from the Ship, s/he shall be entitled to receive from the Company compensation up to a maximum specified in the attached Schedule (Annex 2). The Seafarer shall certify that any information provided with regard to lost property is true to the best of her/his knowledge.

## Termination of Employment

### §27

- a) A Seafarer may terminate her/his employment by giving one month's notice of termination to the Company or the Master of the Ship, either in writing or verbally in the presence of a witness (see also Article 3 above).
- b) If the Seafarer was employed for a specified voyage, and if the voyage is subsequently altered substantially, either with regard to duration or trading pattern, s/he shall be entitled to terminate her/his employment as soon as possible.
- c) A Seafarer may refuse to sail into a warlike operations according to Article 20.
- d) A Seafarer shall be entitled to terminate her/his employment immediately if the Ship is certified substandard in relation to the applicable provisions of the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (ILC) 1966, the Standards of Training Certification and Watchkeeping 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. 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.
- e) 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.
- f) The Company shall not be entitled to terminate the employment of a Seafarer prior to the expiry of her/his period of engagement (as specified in Article 3) except only that the Company may discharge a Seafarer:
  - i. upon the total loss of the Ship; or
  - ii. when the Ship has been laid up for a continuous period of at least one month; or
  - iii. upon the sale of the Ship; or
  - iv. upon the misconduct of the Seafarer giving rise to a lawful entitlement to dismiss, provided that in the case of dismissal for misconduct of the Seafarer the Company shall, prior to dismissal, give written notice to the Seafarer specifying the misconduct relied upon and in the event that such notice is not given as aforesaid the dismissal shall be ineffective in terminating the employment of the Seafarer and the Seafarer shall be entitled

to damages in respect of the unexpired term of her/his employment in addition to the compensation provided for in (g) below.

- g) A Seafarer shall be entitled to receive compensation of two months basic pay on termination of her/his employment for any reason except where:
- i. the termination is as a result of the expiry of an agreed period of service in her/his ITF Employment Contract; or
  - ii. the termination is as a result of notice given by the Seafarer as aforesaid; or
  - iii. the Seafarer is lawfully and properly dismissed by the Company as a consequence of the Seafarer's own misconduct.
- g) For the purposes of this Agreement refusal by any Seafarer to obey an order to sail the Ship shall not amount to misconduct of the Seafarer where:
- the Ship is unseaworthy/or otherwise substandard as defined in Article 27 (e) above; or
  - for any reason it would be unlawful for the Ship to sail; or
  - the Seafarer has a genuine grievance against the Company in relation to implementation of this Agreement or her/his ITF Employment Contract; or
  - the Seafarer refuses to sail into a warlike operations area.

### **Equality** **§28**

Each Seafarer shall be entitled to work, train and live in an environment free from harassment and bullying whether sexually, racially or otherwise motivated, in accordance with ITF policy guidelines.

### **Personal Protective Equipment** **§29**

The Company shall provide the necessary personal protective equipment for the use of each Seafarer whilst serving on board. Every person engaged in the operations and every other person who may be exposed to the risk of injury, poisoning or disease arising from the operations should, where necessary, be provided with and should wear:

- a suitable safety helmet constructed to an appropriate standard;
- overalls;
- waterproof, reinforced, safety boots;
- depending on the risk, sufficient and suitable protective clothing and equipment, including, but not limited to:

- a. respiratory protective equipment; eye protectors; hearing protection; gloves; welding aprons; safety harnesses, ropes and attachments; and buoyancy aids; and
  - b. sufficient and suitable protective outer clothing for use by any person who, by reason of the nature of work, is required to continue working in the open air during cold or hot weather, rain, snow, sleet, hail, spray, high winds or hot, humid conditions.
- Personal protective equipment should be used on an individual basis and not passed to another person without first being cleaned, serviced and maintained;
  - The space provided for personal safety equipment should be such as not to contaminate accommodation or other storage. Personal protective equipment should be suitable for the purpose and to the required standard, having regard of the nature of the work;
  - Where there is a relevant certificate of approval or a national standard or there is an equivalent international standard, personal protective equipment should be to that standard.
  - Ships shall be so equipped, that survival suits of appropriate size, meeting IMO standards, shall be made available for each crew member. The Company shall be responsible for ensuring the existence of an ample number of survival suits on board.
  - Lifeboats and Liferafts shall carry reverse osmosis equipment.

### **Ship Board Safety Committee**

#### **§30**

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.

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\*. 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:

- improve the crew's safety awareness; and
- 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
- investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
- carry out safety and health inspections; and
- monitor and carry out the on board safety training of Seafarers.

The Company acknowledges the right of the ITF to appoint or have elected by and from the crew a safety representative(s). In carrying out the role of safety representative, access to information, assistance and advice should be provided, where necessary, by the Safety Committee, the Company and the ITF. The safety representative shall:

- have access to all parts of the Ship; and
- be able to participate in the investigation of accidents and near accidents; and
- have access to all the necessary documentation, including investigation reports, past minutes of the Safety and Health Committee, etc.; and
- receive appropriate training; and
- not be subject to dismissal or other prejudicial measures for carrying out functions assigned to the role of safety representative and be entitled to the same protections as the liaison representative.

### **Maternity §31**

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 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.

### **Membership Fees, Welfare Fund and Representation of Seafarers §32**

Subject to national legislation, in order to be covered by this Agreement all Seafarers shall normally be members of either an appropriate national trade union affiliated to the ITF or of the ITF, allocated to the Special Seafarers' Department.

The Company shall pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the relevant organisation.

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

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.

The Company acknowledges the right of the ITF to elect a liaison representative from among the Seafarers who shall not be dismissed nor be subject to any disciplinary proceedings unless the ITF has been given advance notice and sufficient time to ensure that adequate shore based representation is provided.

### **Breach of Agreement**

#### **§33**

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**

The terms and conditions of this Agreement shall be reviewed annually by the ITF 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.

### **Waivers and Assignments**

#### **§35**

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 her/him under this Agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect.

ANNEX 1  
ITF Wage Scale  
(Effective 1 January 2015)

No	Rank or Rating	Basic monthly pay (US\$)	Weekdays 1/135th of monthly	Sats, Sun and Pub Hol 1/75th of monthly	Cash Compensation for unclaimed annual leave (per day) 1/25th of monthly
1	<b>Master</b>	<b>5266</b>	39.0	70.2	211
2	<b>Ch. Eng</b>	<b>4786</b>	35.5	63.8	191
3	<b>Ch. Off</b>	<b>3400</b>	25.2	45.3	136
4	<b>1st Eng</b>	<b>3400</b>	25.2	45.3	136
5	<b>2nd Off</b>	<b>2723</b>	20.2	36.3	109
6	<b>2nd Eng</b>	<b>2723</b>	20.2	36.3	109
7	<b>RO</b>	<b>2723</b>	20.2	36.3	109
8	<b>Elect Eng</b>	<b>2723</b>	20.2	36.3	109
9	<b>Chief Stew</b>	<b>2723</b>	20.2	36.3	109
10	<b>3rd Off</b>	<b>2624</b>	19.4	35.0	105
11	<b>3rd Eng</b>	<b>2624</b>	19.4	35.0	105
12	<b>Electrician</b>	<b>2341</b>	17.3	31.2	94
13	<b>Bosun</b>	<b>1746</b>	12.9	23.3	70
14	<b>Carpenter</b>	<b>1746</b>	12.9	23.3	70
15	<b>Fitter/Repairer</b>	<b>1746</b>	12.9	23.3	70
16	<b>Chief Cook</b>	<b>1746</b>	12.9	23.3	70
17	<b>Donkeyman</b>	<b>1746</b>	12.9	23.3	70
19	<b>Pumpman</b>	<b>1746</b>	12.9	23.3	70
23	<b>AB</b>	<b>1563</b>	11.6	20.8	63
24	<b>Fireman/motorman</b>	<b>1563</b>	11.6	20.8	63
25	<b>Oiler/Greaser</b>	<b>1563</b>	11.6	20.8	63
26	<b>Steward</b>	<b>1563</b>	11.6	20.8	63
27	<b>2nd Cook</b>	<b>1332</b>	9.9	17.8	53
28	<b>Messroom Steward</b>	<b>1332</b>	9.9	17.8	53
29	<b>OS</b>	<b>1163</b>	8.6	15.5	47
30	<b>Wiper</b>	<b>1163</b>	8.6	15.5	47
31	<b>Deck Boy</b>	<b>936</b>	6.9	12.5	37
32	<b>Catering Boy</b>	<b>936</b>	6.9	12.5	37

1. Any general purpose rating shall receive 10 % higher basic wages and allowances compared to the highest rank of the positions her/his job designation is supposed to cover.
2. A stockman shall receive the basic pay of an Able Seaman plus an allowance of 10 %.
3. A Seafarer who is over the age of 18 and who is not listed among the categories of ratings shall be paid at least the equivalent rate of an Able Seaman. In no case shall a person over the age of 18 (eighteen) years be engaged as a boy or paid a boy's rate.

## ANNEX 2

### Schedule of Cash Benefits

#### CASH BENEFITS

##### Article 19

##### Compensation for Loss of Life:

2015

1. to immediate next of kin: US\$**96,906**
2. to each dependent child under the age of **21** : US\$ **19,382**, subject to a maximum of **4**

##### Article 25

##### Subsistence Allowance:

Daily subsistence allowance whilst on paid leave – US\$18

##### Article 26

##### Crew's Effects, Loss or Damage:

Maximum – US \$3,300, which includes cash of up to US\$330

##### Article 28

##### Membership Fees and Representation:

ITF Entrance/Membership Fees – US \$120.00 per position/seafarer per year

##### ITF Seafarers' International Assistance, Welfare and Protection Fund:

Company's Contribution – US \$250.00 per position per year

## ANNEX 3 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:
  - trading area (e.g. home trade [A1], middle trade [A2], worldwide trade [A3 and A4])
  - number, size and type of main propulsion units (HP/KW, diesel or steam) and auxiliaries
  - tonnage (GT)
  - safety of voyage between ports (e.g. duration of voyage, nature of voyage)
  - construction and technical equipment of Ship
  - catering needs
  - sanitary regulations
  - watchkeeping arrangements
  - responsibilities in connection with cargo handling in port
  - 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 para. 2 a)-j) above:
  - Safe watchkeeping requirements and procedures
  - Provisions regarding working hours
  - The maintenance function as it relates to:
    - i. Ship machinery and support equipment
    - ii. radiocommunications and radionavigation equipment
    - iii. other equipment (including cargo support and handling equipment) and
    - iv. navigation and safety equipment
  - a. 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
  - b. Peak workload situations
  - c. The human endurance/health factor (manning must never fall below the level at which the Seafarers' right to good health and safety is jeopardised)
  - d. Adequate manning to ensure that the Ship's complement can cope with on-board emergencies
  - e. Adequate manning to ensure that the Ship can assist other Ships in distress

- f. On-board training requirements and responsibilities
- g. Responsibilities flowing from the need for environmental protection
- h. Observance of industrial safety and Seafarer's welfare provisions
- i. Special conditions generated by the introduction of specialised Ships
- j. Conditions generated by the introduction of hazardous cargoes which may be explosive, flammable, toxic, health-threatening or environment-polluting
- k. Other work related to safety aboard the Ship
- l. 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:
  - i. Deck Department
  - ii. Engine Department
  - iii. Radio Department
  - iv. 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 Watchkeeping for Seafarers and the IMO Assembly Resolution on Principles of Safe

### **Manning**

A890(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, radionavigation or radiocommunication equipment are malfunctioning. Similarly the health of those aboard will determine their availability to function in the optimum manner necessary for the safe operation of the Ship. Sea going Ships shall carry a competent person in charge of medical care on board, in line with Regulation VI/4 (Mandatory minimum requirements relating to medical first aid and medical care) of

the 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 radiocommunications for alerting purposes to describe its plight and what assistance it requires and for coordinating assistance for the Ship in distress. There must be sufficient competent manpower on board each Ship to handle the Ship’s own lifeboats in a safe and efficient manner to participate in other life-saving procedures.

### **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 worldwide:

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

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Total: 7 - 10 One of whom has medical training as a competent person in charge of medical care onboard, 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 worldwide trading the maximum period of service shall be three months, and the Master should not normally be engaged in watchkeeping 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

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Total: 10-15 One of whom has medical training as a competent person in charge of medical care onboard, 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

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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

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Total: 20 or 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

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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 4

### COMPENSATION SCALE

#### I. Injuries to Extremities

##### A. Hand, Arm, Shoulder

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

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



Loss of middle and extreme joints of ring finger and little finger		15
Loss of extreme joints of middle finger and ring finger or of ring finger and little finger		5
Middle finger and ring finger with 90 degrees or more stretch deficiency in middle joint		8

b. Hand, Wrist

Loss of one hand	60	55
Stiffness in good working position		10
Stiffness in poor working position		15
Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction		5
Consequences of fracture of radial bone: Forefinger to little finger down to 2 cm from the palm of the hand		18

c. Arm

Loss of one arm	70	65
Amputation of upper arm	65	60
Amputation of forearm with good elbow movement	60	55
Amputation of forearm with poor elbow movement	65	60
Unhealed rupture of biceps		5
Axillary thrombosis		5

d. Elbow

Stiffness in outstretched position	45	40
Stiffness in good working position	25	20
Stiffness in poor working position	30	25
Cessation of rotary function of forearm ("upright position")	20	15
Elbow bending reduced to 90 degrees or less	15	12
Stretch deficiency of up to 40 degrees		3
Stretch deficiency 40-90 degrees		5

e. Shoulder

All mobility reckoned with "unset" shoulder blade.		35
Stiffness in shoulder (with arm alongside body)		
Elevation up to 90 degrees		15



	Percentage Right	Compensation Left
Friction and some reduction of mobility	5	
Habitual luxation	10	
Luxatio acromio-clavicularis	5	
<u>f. Paralysis</u>		
Total paralysis of plexus brachialis	70	65
Total paralysis of nervus radialis on the upper arm	25	20
Total paralysis of nervus ulnaris	30	25
Total paralysis of nervus medianus, both sensory and motoric injuries	35	30
For sensory injuries only		10
 B. Foot, Leg, Hip		
<u>a. Foot</u>		
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
 <u>b. Leg</u>		
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	8
(Is not, however, added to the compensation for shortening or reduction of mobility)	
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

## II. The Head

### A. The Face

Loss of all teeth (double dentures)	5
Loss of outer ear	5
Scalping	5
One-sided paralysis of the facialis nerve	10
Two-sided paralysis of the facialis nerves	15

Loss of sense of smell	10
One-sided paralysis of vocal chords with considerable speech difficulties	10
Paralysis of sensory (trigeminal) nerve to the face	5

## B. The Brain

### a. Demens

Mild demens	15
Mild-medium severe demens	25
Medium severe demens	40
Severe demens	65
Total demens	100

### b. Postcommotional Syndrome 8

## C. The Eye

Loss of one eye	20
Loss of both eyes	100
Loss of sight of one eye	20
Loss of sight of both eyes	100
Loss of sight of one eye with complications (e.g. glaucoma and/or contracted eye)	25
Loss of sight of one eye with possibility of improvement via operation (reserve eye)	18
Double vision	10
Double vision in outermost position	3
Loss of binocular vision (e.g. aphakia with visual power of at least 6/60)	15
Aphakia with good contact glass function	8
Total one-sided ptosis	18
Flood of tears	3
Hemianopsia	40
Rightsided heminaopsia as a result of brain injury	50

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

### Decimal Table

S	0.6	0.5	0.4	0.3	0.2	0.1	0
0.6	0	0	5	10	10	15	20

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

Fraction Table

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

Visual power is assessed with the best available glasses.

D. Ears

Loss of outer ear, see under II.A. - The Face

Total loss of hearing in one ear 10

Total loss of hearing in both ears 75

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

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

HH = Hearing handicap

0 - no handicap

1 - slight handicap

2 - mild to medium handicap

CH = Communication 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

### III. Neck and Back

#### A. Vertebral Column

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

<i>Minor Fracture</i>	5
With minor reduction of mobility	
<i>Medium severe fracture</i>	
Without reduction of mobility	8
With reduction of mobility	12
<i>Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump)</i>	
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

##### b. 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
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#### 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
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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.	

#### IV. Heart and Lungs

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

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

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

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

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



## V. Abdominal Cavity and Pelvis

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