



**NATIONAL COLLECTIVE AGREEMENT FOR THIRD
COUNTRIES SEAFARERS ON BOARD OF
CROATIA FLAG VESSELS IN THE
INTERNATIONAL SHIPPING TRADE
(2021-2022)**



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National Collective Agreement for Third Countries Seafarers on Board of Croatia Flag Vessels in the International Shipping
Trade (2021-2022)

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**NATIONAL COLLECTIVE AGREEMENT FOR THIRD COUNTRIES SEAFARERS
ON BOARD OF CROATIA FLAG VESSELS IN THE INTERNATIONAL SHIPPING
TRADE
(2021-2022)**

This National Collective Agreement for Third Countries Seafarers on board of Croatia flag vessels in the International Shipping Trade (2021-2022), hereinafter referred to as the 'Collective Agreement', was entered into on 13th January 2021, to become effective as of 14th January 2021, by and between:

"MARE NOSTRUM" - CROATIAN SHIPOWNERS' ASSOCIATION, seated at Avenija V. Holjevca 20, 10200 Zagreb, Croatia, hereinafter referred to as the "Association"

and

SEAFARERS' UNION OF CROATIA, Member of the International Transport Workers' Federation (ITF), with Head-office at Fiorello La Guardia 13, 51000 Rijeka, Croatia, hereinafter referred to as the "Union".

The Contracting Parties have concluded this Collective Agreement in good faith in order to promote and maintain social dialogue and harmonious relations between the signatory parties hereto, based on mutual respect for interests and rights.

Definitions

Article 1

1. For the purpose of this Collective Agreement, the following terms shall denote:

- a) **MLC** means Maritime Labour Convention adopted by the General Conference International Labour Organization on 23rd February 2006, as revised in 2014, 2016, and 2018 respectively;
- b) **Collective Agreement** means the agreement defined by the above indicated title, by the contracting parties and date;
- c) **The ITF Special Agreement** means the agreement entered into by the ITF, seated at 49-60 Borough Road, London, UK and a Member/Employer;
- d) **Seafarers' Employment Agreement** means the employment agreement concluded between a Employer and a Seafarer on the basis of the Collective Agreement, which has the same meaning as the employment agreement defined by the Maritime Code;
- e) **General Addendum** means the addendum to the Collective Agreement binding upon all the Members of the Association who are signatories to the Collective Agreement and all the Employers;
- f) **Special Addendum** means the addendum to the Collective Agreement binding solely upon the Member who is signatory to the Special Addendum and the Employer;
- g) **Seafarer** means any person who doesn't have citizenship of EEA member state or Switzerland Confederation, but do have a third country citizenship, and is employed or engaged or works in any capacity on board a Ship to which this Collective Agreement and the MLC apply;
- h) **Member** means any member of the Association which has signed the Collective Agreement applicable to crew members serving on board vessels listed in the Special Addendum (1) - List of Vessels and Ship's Complement;
- i) **Shipowner** means the owner of the Ship or another organization or natural person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the Ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on Shipowners in accordance with the

MLC, regardless of whether any other organization or person fulfil certain duties or responsibilities on behalf of the Shipowner;

- j) **Ship Operator** is a natural or legal person who, in capacity of a Ship possessor undertakes a maritime venture, on the presumption that, until proved otherwise, the ship operator is the person entered in the register of ships as the Ship owner.
 - k) **Employer** is a person who has concluded/signed an employment agreement with the Seafarer in its name;
 - l) **Ship Manager** is a natural or legal person managing business and/or in charge of technical maintenance of the ship and/or the hiring of the ship crew,
 - m) **Company** is a natural or legal person who has assumed the responsibility for managing a ship from the ship owner and that has, by assuming this responsibility, assumed the authorities and liabilities in accordance with the International Safety Management (ISM Code),
 - n) **Ship** means any vessel owned by a particular Member and Employer, included in the Special Addendum (1) – List of Vessels;
 - o) **Minimum Total Wage** means the wage including the total of normal working hours, guaranteed overtime work and annual leave pay;
2. The terms used in singular shall be interpreted in plural and vice versa, in compliance with the requirements of the context.
3. Words in the masculine gender shall include the feminine and vice versa.

Application Article 2

- 1. This Collective Agreement is applicable to third countries seafarers who doesn't have citizenship of EEA member state or Switzerland Confederation, serving on board Ships in the international trade registered in the Croatian Register of Ships.
- 2. This Collective Agreement is applicable to seafarers who are non-officer ranks, in compliance with paragraph 1. of this art. and list of ranks included in the General Addendum (1).
- 3. Exceptionally Employer and Union can expend application of this Collective Agreement to seafarers who are officer ranks in compliance with paragraph 1. of this art. and Special Addendum (1) in cases of shorthand manning, in order to secure minimum safe manning. In this case, the working conditions of seafarers are regulated by Special Addendum (1) and the relevant provisions of this Collective Agreement.
- 4. The List of Vessels and Ship's Complement included in the Special Addendum (1) hereto contains Ships owned by Croatian Ship Operators either directly or through their subsidiaries, in respect of which the ITF/SUC Special Agreement has been entered into.
- 5. At least once in a year for the duration of the Collective Agreement the Parties shall take care to review the situation on the international shipping market, demands of Croatian Ship Operators for Seafarers, availability and interest of Third Countries Seafarers in serving on board Ships in the international trade owned by Croatian Ship Operators.
- 6. Provisions of this Collective Agreement, governing Seafarers' rights, shall also apply as general provisions to individual Seafarers' Employment Agreements concluded between Employer and Seafarer. In case of any discrepancies between the general provisions and an individual Seafarers' Employment Agreement, the general provisions shall prevail, provided that they are more

beneficiary to the Seafarer. Provisions of this Collective Agreement shall also apply where the individual Seafarers' Employment Agreement has not been concluded in writing.

7. This Collective Agreement has been brought in compliance with provisions of the MLC.
8. Upon the Collective Agreement renewal or proposal for particular Ship's inclusion in the Collective Agreement, the signatories need to agree whether the Ship will remain classified for the international shipping trade until the expiry of this Collective Agreement, since only on that condition the Ship shall be included in the Collective Agreement.
9. The Collective Agreement may be joined by Employers who are not members to the Association, provided that the parties to the Collective Agreement have been notified accordingly.

Employment Article 3

1. Seafarers shall enter employment by signing a written seafarers' employment agreement providing them with working and living conditions on board the ship as required by MLC, Title 2.1 – Seafarers' Employment Agreements. Every Seafarer shall sign a Seafarers' Employment Agreement which must contain at least the provisions of the General Addendum (5). In case a Seafarer's capacity is changed during his engagement on board with regard to the one his Employment Agreement was based upon, the Employer shall be required to enter a new Employment Agreement with the Seafarer for the unchanged term of service unless otherwise agreed between the Employer and the Seafarer.
2. The provisions of the Collective Agreement governing rights and obligations of Seafarers and their Employer shall be considered an integral part of the Employment Agreement.
3. Seafarers' Employment Agreement shall be concluded for:
 - a) an undetermined period of time; or
 - b) a specific period of time, in principle up to 6 months which may be reduced to 5 or extended to 7 months in Employer's option depending on operational requirements, crew replacement policy or other reasonable circumstances, unless otherwise agreed in respect of particular cases; or
4. Seafarers' Employment Agreement shall include the following provisions:
 - a) Seafarer's full name, residence address, place and date of birth, passport number, Seaman's Book number, and place and date of the health certificate last issued;
 - b) Shipowner's name, head-office address, and contacts;
 - c) Employer's name, head-office address, and contacts;
 - d) Place where and date when the Seafarers' Employment Agreement is entered into;
 - e) Name of the Vessel to be joined, her International Maritime Organisation (IMO) number, port of registry and flag;
 - f) The capacity in which the Seafarer is to be employed;
 - g) The amount of the Seafarer's basic wages or, where applicable, the formula used for calculating it;
 - h) The amount of paid annual leave;
 - i) The duration of the Seafarers' Employment Agreement with specified terms and conditions of employment;
 - j) The Seafarer's entitlement to termination of the Seafarers' Employment Agreement;

- k) The health and social security protection benefits to be provided to the Seafarer by the Employer;
 - l) The Seafarer's entitlement to repatriation;
 - m) Reference to the Collective Agreement; and
 - n) The Seafarer's and Employer's signatures.
5. Seafarer's Employment Agreement shall be available for inspection by public authorities and by representatives of the Union and the ITF at the Ship's ports of call.
6. If the period of validity of a medical certificate expires before the Seafarer's signing on, or is expected to expire in the course of a voyage, the Seafarer shall obtain a medical certificate from a qualified medical practitioner in Employer's option, with due consideration to be given to the Seafarer's place of residence.
7. Employer has the right to require from any Seafarer to undergo an additional medical examination, at Employer's expense, by the medical practitioner in Employer's option and to fill in any questionnaire concerning their health condition with correct and complete data. Seafarer's refusal to satisfy such a requirement as well as making false and incomplete statements may affect the Seafarer's entitlement provided for in articles 22, 23, 24, 25 and 26 hereof. Once the medical examination has been completed, the Seafarer is entitled to receive a copy of the medical certificate issued in this respect.
8. The Seafarer shall be required, for joining the Ship prior to the commencement of the voyage, to undergo additional medical examinations and carry out health measures in accordance with special regulations of the country where the embarkation will take place. If in the country where the embarkation is to take place Seafarers are required to be subject to additional medical examinations and health measures, then the Seafarer shall be entitled to a proportional part of his basic salary and to any reasonable comfort requirements during such examinations and duration of health measures. The cost of performing additional health examinations and implementing health measures shall be borne by the Employer.
9. Ship Operators who are direct Employers or use seafarer recruitment and placement services shall ensure that those services conform to the requirements of the MLC. Those include that no fees or other charges for obtaining visas or for providing employment to Seafarers are borne directly or indirectly, in whole or in part, by the Seafarer and also that Seafarers are entitled to have insight into their Employment Agreements and seek advice thereon before their employment and signing on.
10. Where due to the change in Ship's flag Seafarers are incurred additional costs for having their certificates of competence endorsed, such costs shall be borne by the Ship Operator.
11. Provisions of this article shall equally apply to Seafarers who had been previously employed with the Ship Operator and were signed off for medical reasons in compliance with art. 19, paragraph 1, point b), provided that such a Seafarer desires to sign on after the recovery. Any so recovered Seafarer shall be treated in the same way as any other candidates satisfying the medical fitness requirement.
12. Seafarers who have entered Employment Agreement for undetermined period of time shall be required to take care of the validity of their certificates of competence, certificates of additional competence and any other documents in compliance with the applicable Rules on Seafarers' Qualifications and Certificates; Seafarers who have entered Employment Agreement for a specified period of time shall be required to have their certificates and any other documents

renewed within 30 days from the day of their latest signing off, except in case they are prevented by objective reasons or have obtained Employer's agreement.

13. Where a Seafarer has failed to meet the requirement provided for under paragraph 12 of this article and has consequently caused a cost for the Ship Operator, such cost shall be refunded by the Seafarer.

Non-Seafarers' Work Article 4

1. No Ship's crew shall be required or induced by the Employer to carry out cargo handling or any other work traditionally or historically done by dock workers without prior agreement of the ITF Dockers Union concerned and provided that the individual Seafarers volunteer to carry out such duties, for which they should be adequately compensated as per paragraph 3 of this article.
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 Employer shall undertake cargo handling and other work that is traditionally and historically done by members of that union and which would affect the resolution of such a dispute. The Employer 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 Employment Agreement, provided that this act is lawful within the country it is taken.
3. If the work specified in paragraph 1 of this Article is performed:
 - a) During normal working hours, Employer shall compensate the Seafarers, in addition to their basic wage, at the overtime rate specified in General Addendum (1) for each hour or part hour that such work is performed; or
 - b) Outside normal working hours, Employer shall compensate the Seafarers, in addition to their basic wage, at double the overtime rate specified in General Addendum (1) for each worked hour or part hour that such work is performed.

Compensation for Supplementary Work Article 5

1. The crew may perform the work not traditionally done by Seafarers but by independent contractors such as the Shipyard, ship service suppliers, etc.
2. Crew members involved in such work shall agree with the Employer, about the compensation rate and the period of performance.

Signing-on and Duration of Employment Article 6

1. As from the date a Seafarer commences his trip to join the Ship, he shall be entitled to his *pro rata* amount based on the basic wages specified in his Employment Agreement and his daily travelling allowance (*per diem*) in compliance with General Addendum (3), with any reasonable comfort requirements during the trip to be duly met.

2. Where a Seafarer joins a Ship after a long trip, regardless of the means of transport used, including waiting time at airports and transfers, the Employer shall take care, as far as practicable under the circumstances, that the Seafarer takes over his duties on board adequately refreshed.
3. A Seafarer shall be engaged for a period not exceeding 9 months out of any 12 months' period, depending on operational requirements, trading routes and type of the Ship.
4. The provision of paragraph 3 above shall not apply to apprentices who may be engaged for a period up to and not exceeding 12 months.
5. In case of force majeure and/or circumstances beyond the control of the flag State of the Ship or the Employer (e.g. epidemic, pandemic, natural disasters, war or war-like events not characterized by international conflicts, etc.), which prevent the Seafarer from signing off upon expiration of the longest period of time for which the Employment Agreement was concluded, the Seafarer's onboard employment shall be extended until the time the circumstances will permit his safe signing off, which shall not exceed the longest period of time not exceeding 9 months and with the consent of the Seafarer.
6. In case of the Employer's failure to respect the provisions of paragraphs 3, 4, and 5 hereof, except for any reasons outside the influence of the Employer, the Seafarer shall be entitled, in addition to his regular wages, to a monthly benefit equalling his basic wage for the whole period of his service exceeding the agreed period.
7. Only exceptionally, and provided Employer's consent, a Seafarer may be signed on upon his express request for a period exceeding the period determined under paragraph 3 above, but in such a case he shall not be entitled to the benefit specified under paragraph 6 above.

Hours of Duty

Article 7

1. The normal hours of duty for all Seafarers shall be 8 (eight) hours per day, Monday to Friday, both inclusive, which makes the total of 40 hours per week or 173 hours monthly on the average.

Overtime

Article 8

1. Any hour of duty performed in excess of 8 (eight) hours shall be paid at the rate of 1.25 of the basic hourly rate according to the rank on board and the weekday hourly rate.
2. No less than 103 hours of guaranteed overtime shall be paid monthly to each Seafarer in compliance with General Addendum (1).
3. Individual overtime records shall be endorsed either by the Master, or a person with his authority, and the Seafarer. Every month Seafarers shall be offered to endorse a photostat copy of their overtime record. Once the record has been endorsed, it shall become final. Seafarers may request a printed copy of their overtime records at any time during their contractual term.
4. There shall be no overtime pay for any additional hours worked during an emergency affecting the immediate safety of the Ship, her passengers and crew, 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, or fire drill or any drill provided for by IMO International Management Code for the Safe Operation of Ships and for Pollution Prevention 1998, as revised (ISM Code), and by the Safety Management

System (SMS Regulations), the International Ship and Port Facility Security 2002, as revised (ISPS Code), and any other drills provided for in the International Convention for the Safety of Life at Sea (SOLAS Convention) 1974, as revised.

Public Holidays

Article 9

1. For the purpose of this Collective Agreement, the days listed in General Addendum (2) shall be regarded as Public Holidays whether the Vessel is at sea or in port.
2. Any work on a Public Holiday shall be paid at the rate specified in General Addendum (1), which shall not fall below the overtime rate.
3. On holidays and on Saint Nicholas Day the Ship's complement shall be entitled to increased food allowance.

Rest periods

Article 10

1. Each Seafarer shall have a minimum of 10 hours rest in any 24 hours' period and 77 hours rest in any 7 days' period.
2. This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.
3. The hours of rest may be divided into no more than two periods, one of which shall be at least 6 (six) consecutive hours in length and the interval between two consecutive periods of rest shall not exceed 14 hours.
4. It shall be Employer's duty to post in a prominent 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 Croatian language and in English.
5. Nothing in this Article shall be deemed to impair the right of the master of a Ship to require a Seafarer, regardless of his scheduled rest period, 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.
6. A short break of less than 30 minutes shall not be considered as a period of rest.
7. Musters, firefighting drills or drills prescribed by national laws and regulations and by international instruments shall be conducted in accordance with Master's orders and in a manner that minimizes the disturbance of rest periods and does not induce fatigue.
8. On UMS Ships, where a continuous watch-keeping in the engine room is not carried out, drills shall also be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue. If the normal period of rest is disturbed by call-outs, an adequate compensatory rest period shall be given.

9. Records of Seafarers' daily hours of rest shall be maintained to allow for monitoring of compliance with this article.

Wages
Article 11

1. The total wages of each crew member serving on board Ship in the international trade shall not be stipulated and calculated to fall below those stipulated in this Collective Agreement General Addendum (1) - Wage Scale that represents the Minimum Total Wages of particular ranks/positions on board dry cargo ships and tankers exceeding 6,000 GT and/or 3,000 KW of propulsive power.
Where Ships below 6,000 GT and/or 3,000 kW are involved, each crew member's wage shall be agreed and calculated on the basis of the minimum consolidated wage for an Able Seaman and shall not fall below the minimum basic wage in compliance with the Resolution of the International Labour Organisation (ILO) – Joint Maritime Commission (JMC), dated 19th-20th November 2018, and with the joint interpretation by the International Transport Workers' Federation (ITF) and the International Shipping Federation (ISF).
2. Wages shall be due after the completion of the work. If not otherwise provided in Seafarer's Employment Agreement, wages and wage compensation shall be due and payable within the end of each calendar month for the preceding month in the Seafarer's bank account in the currency agreed in Seafarer's Employment Agreement which has been submitted to the Employer. Upon remittance of Seafarer's pay in his designated bank account, the payer's banking fee shall be borne by the Employer, while the payee's banking fee, if any, shall be borne by the Seafarer. Seafarer's pay may be subjected to deductions specified in paragraph 4 hereof allowing for set-off of payment liabilities toward the Seafarer. In the Seafarer's option, wages may not be paid in full on board as soon as they become due but may be kept by the Employer on behalf of the Seafarer and paid to the Seafarer upon request.
3. Deductions from wages, ordered/agreed by a Seafarer and approved by the Employer shall be the following:
 - a) Deductions related with Seafarer's personal payment obligations incurred aside from his service on board (voluntary child support payment, family allotments, credit repayment);
 - b) Deductions related with Seafarer's personal needs in relation with his service on board (slop chest items, telephone, internet, advance payments from ship's money chest for the purchase of Seafarer's personal items related with his daily needs and work on board, and the like).
4. By the end of each month, Employer shall provide the Seafarers with an account of their wages for the immediately preceding month.
5. Once in a month, inclusive of the month when signed on, Seafarers shall be entitled to advance cash payment of their wages which shall not exceed 30% of their basic pay.
6. For the purpose of wage calculation, wage compensation and any additional payments payable by the Employer to the Seafarer on the basis of the Seafarer's Employment Agreement and/or the Collective Agreement and/or any other regulations for the work performed, a full month shall be regarded as 30 days.

**Family Allotment
Article 12**

1. Any Seafarer to whom this Collective Agreement applies shall be allowed an allotment note payable in compliance with the provisions of the MLC Standard A 2.2, paragraph 5.

**Annual Leave
Article 13**

1. Each Seafarer shall be entitled to paid annual leave in compliance with the MLC Regulation 2.4 – Entitlement to Leave.
2. Each Seafarer to whom this Collective Agreement applies shall be entitled, on the termination of employment for whatever reason, to 6 days of paid leave for each completed month of service and to paid leave calculated *pro rata* for any period shorter than a full month.
3. The qualifying service period shall count from the time the Seafarer was initially engaged, whether he has signed the Seafarers' Employment Agreement or not, and shall continue until his employment is terminated.
4. The monthly leave pay shall be made at the rate specified in the attached Wage Scale contained in General Addendum (1).
5. The following should not be counted as part of annual leave with pay:
 - a) Public holidays, whether or not they fall during the annual leave with pay;
 - b) Periods of incapacity for work resulting from illness or injury or maternity; and
 - c) Temporary shore leave granted to a Seafarer while under an Employment Agreement;
6. The leave may be taken during the period of employment, only provided that the Seafarer so desires and that the operation of the Ship is not unreasonably affected. For any leave entitlement remaining at the time his employment is terminated, the Seafarer shall be compensated for in cash at the daily rate specified in General Addendum (1).

**Watch-keeping
Article 14**

1. Watch-keeping at sea and at anchorage and, where deemed necessary, in ports, shall be organized on a three-watch basis.
2. It shall be exclusively at the discretion of the Master to nominate the Seafarers for the watch-keeping and those, if any, for the day work.
3. While watch-keeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness 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.
4. The Master and Chief Engineer shall not be required to stand watches, except on board the oil/gas rig supply and service vessels.

Manning Levels

Article 15

1. The Ship shall be competently and adequately manned so as to ensure at any time her safe operation and the maintenance of a three-watch system.
2. Pursuant to paragraph 1 of this Article and to objective circumstances, the Employer and the Union shall agree upon the final structure and number of the crew, which shall be laid down in Special Addendum (4) and in compliance with the MLC Regulation 2.7 – Manning Levels.
3. The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, Employer and the Union may 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 which must be carried out in compliance with the applicable IACS Resolution on Voyage Repairs and Maintenance UR Z13; and
 - d) Riding squads shall not be used to replace current crew or to undermine any rights from the Collective Agreement.

Shorthand Manning

Article 16

1. Where the complement falls short of the agreed manning, for whatever reasons, a proportional portion of the basic wages of the shortage category shall be paid to the members of the crew who have performed the job of the missing crew member. Such shortage, however, shall be made up by the Employer as soon as practicable before the Ship leaves the first next port of call.
2. This provision shall not affect any overtime paid in accordance with Art. 8 of this Collective Agreement.

Service in Warlike Operations Areas/High Risk Areas

Article 17

1. The Warlike Operations/High Risk Areas are:
 - a) Areas excluded from the regular war risk insurance upon announcement by the Joint War Committee (JWC),
 - b) Areas subject to the additional war risk premium higher than 0.35%.
2. Parties to this Collective Agreement shall exchange upon announcement by the JWC any official information available in respect of any Warlike Operations/High Risk Areas and shall establish them for the purpose of this Collective Agreement.
3. At the time of the assignment, the Seafarer shall be duly informed if the vessel is bound to or may enter any Warlike Operations/High Risk Area.

4. Before the Ship enters a Warlike Operations/High Risk Area, the Seafarer shall have the right not to proceed to such an area and to be repatriated at Employer's cost with the right to the benefits accrued until the date of repatriation;
5. For the duration of the Ship's actual stay in a Warlike Operations/High Risk Area, the Seafarer shall be paid his additional basic pay for each day of the Ship's actual stay in the Area and a *pro rata* amount per day for any periods shorter than one day.
6. The Seafarer shall be entitled to an additional compensation for disability and death as provided in the General Addendum (3) to this Collective Agreement caused within a war/warlike operations and/or high risk area, unless the disability or death was a direct consequence of an illness not related with any war or warlike operations or any similar event.
7. In case a Seafarer becomes captive or taken hostage onboard or outside Ship as a result of an act of piracy or armed robbery, irrespective of whether such an act takes place within or outside a war/warlike operations or high risk zone determined for the purpose of this article, the Seafarer's wages and other entitlements under his Employment Agreement and this Collective Agreement or any relevant national laws, inclusive of any benefits provided in compliance with Standard A2.2, paragraph 4. of MLC, shall continue until the Seafarer's captivity and release and thereafter until the Seafarer is repatriated in compliance with provisions of MLC and this Collective Agreement (even if his Employment Agreement terminates during his captivity) or, in case the Seafarer dies in captivity, until the date of his death as determined in compliance with the effective national laws. Employer shall also make every effort to provide the captured Seafarers, with extra protection, with food, welfare, medical and other assistance as necessary. The terms "piracy" and "armed robbery" shall have the same meaning as defined in the MLC.

Crew's Safety and Welfare in Emergency Situations
Article 17.a.

1. In case of extraordinary circumstances (such as epidemic, pandemic, natural disasters, war or war-like events that are not characterized by international conflicts, etc.) that may affect the safety and welfare of the Ship's crew, the Association shall take any necessary measures and, in coordination with the Union, shall call on all competent bodies of the Republic of Croatia and international organizations in order to avoid further exposure of the Ship's crew members to situations or environments that may endanger their welfare, health, or life.

Crew's Effects
Article 18

1. When any Seafarer suffers total or partial loss of, or damage to, their personal effects, due to whatever cause excluding their fault, either whilst serving on board the Ship or travelling to and from the Ship, they shall be entitled to compensation from Employer up to the maximum specified in General Addendum (3).
2. Seafarers shall certify that any information provided with regard to the lost property is true to the best of their knowledge.
3. Seafarers' personal effects are those used by them during the time on board and during their travelling from their place of residence to the Ship and vice versa.
4. Employer shall take measures for safeguarding the property left on board by sick, injured or deceased Seafarers and for returning it to them or to their designated next of kin.

Termination of Employment

Article 19

1. The Employment shall be terminated:
 - a) Upon expiry of the agreed period of service in compliance with art.3 hereof;
 - b) Upon signing off due to sickness or injury after medical examination
 - c) Upon termination of the Employment Agreement either by Seafarer or Employer in compliance with paragraphs 2 and 3 hereof.
2. Any Seafarer to whom this Collective Agreement applies may terminate the Employment Agreement with Employer or request their signing off:
 - a) By giving one months' notice of termination or signing off either to Employer or to Ship's master in the presence of two witnesses;
 - b) When, during the course of a voyage, it is confirmed that the spouse, his child or a parent has fallen dangerously ill. This provision shall also apply with regard to Seafarer's partner provided that the partner was nominated by the Seafarer at the time of entering the Employment Agreement as the Seafarer's next of kin;
 - c) 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;
 - d) If the Ship is about to sail into a warlike operations or high-risk area, as provided in art.17 of this Collective Agreement;
 - e) If the Ship is certified substandard in relation to the applicable provisions of the Safety of Life at Sea Convention (SOLAS) 1974, as revised, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW) 1978, as revised, the International Convention for the Prevention of Pollution from Ships (MARPOL) 1973, as revised. In any event, a Ship shall be regarded as substandard if she is not in possession of the certificates required either under applicable national laws and regulations or international instruments;
 - f) If the ship has been arrested and has remained under arrest for 30 days; and
 - g) If, even after any grievance invoked in compliance with the agreed procedure in compliance with Article 34 hereof, the Employer has not complied with the terms of this Collective Agreement.
3. Employer may terminate Seafarer's Employment Agreement:
 - a) By giving one month's written notice to the Seafarer in the presence of two witnesses;
 - b) 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 sold by Employer;
 - c) In case of Seafarer's serious breach of work duties. For the purpose of this Collective Agreement, serious breach of work duties shall include particularly: leaving the Ship without permit, smuggling, unlawful possession of alcohol, weapons, drugs and articles known as prohibited, not honouring the Employers' ISM Code and/or policy on drug and alcohol abuse, and the policy on safety and quality, failure to declare to the master upon signing onboard Ship any medicine for personal use, non-performance or poor performance of work duties, disorderly conduct toward other crew members on board, participation in physical assault with another crew member whether on board Ship or off working hours or with a third person on board Ship, stealing etc. Serious breach of work duties shall also mean three or more consecutive lower degree offences of work duties committed by a Seafarer despite Employer's or Master's written warnings.

Employer shall, either directly or through Ship's master, give the Seafarer a written notice of termination of Employment Agreement for serious breach of work duties. If no written notice of termination is given to the Seafarer, except in case that the Seafarer prevents such delivery or refuses to sign the receipt, such termination of the Seafarer's Employment Agreement shall be considered null and void and the Seafarer shall be entitled to compensation for the damage incurred by early signing off;

- d) Due to the Seafarer's inability to perform the works and duties entrusted to them competently and properly. The evaluation of such inability supported by a due explanation shall be made in writing by Ship's master and submitted to Employer who shall issue a written notice of termination of the Employment Agreement. Such notice to be delivered by Employer to the Seafarer either directly or through the master.

Instead of terminating the Seafarer's Employment Agreement, the Employer may offer the Seafarer via the Ship master other works and duties they are capable to perform, in Employer's opinion, successfully and competently. In case the Seafarer accepts such an offer, a new Employment Agreement shall be entered into with the Seafarer.

- 4. Employer may also terminate the Employment Agreement with a master in cases listed under paragraph 3 of this article. Employer shall be the sole judge of the master's incompetence to perform the entrusted duties and responsibilities. The Employer shall be required to give the master a written notice of termination of his Employment Agreement. A notice shall be also considered to have been duly delivered in writing if sent by the communication channels commonly used between the Company/Employer and the Ship, provided that a written copy of such notice is subsequently delivered by the Employer to the master not later than upon the handover. The master whose Employment Agreement is to be terminated by the Employer for reasons specified under paragraph 3, point c) or d) of this article shall be required to perform the handover of duties with the new master in compliance with Employer's internal rules.
- 5. Instead of terminating the Employment Agreement with the master mentioned under paragraph 4 of this article, the Employer may offer the master some other duties on board Ship or employment in a lower rank.
- 6. Seafarers shall be entitled to their two basic monthly wages in case of termination of their Employment Agreement in compliance with paragraph 2, points c), d), e), f) and g) and paragraph 3, points a) and b) of this article.
- 7. For the purpose of this Collective Agreement, refusal by any Seafarer to obey the order to sail the Ship shall not amount to the Seafarer's breach of duty in cases where:
 - a) The Ship is unseaworthy or otherwise substandard in compliance with the definition under paragraph 2, point e) of this article;
 - b) For any reason it would be unlawful for the Ship to sail;
 - c) The Seafarer has a genuine grievance against the Employer in relation to the implementation of this Collective Agreement or the Seafarer's Employment Agreement; and
 - d) The Seafarer refuses to sail into a war or warlike operations area as stipulated article 17 of this Collective Agreement.

Repatriation
Article 20

1. Seafarer's repatriation shall take place in such a manner as to meet any reasonable requirements for comfort of the Seafarer in compliance with the MLC Regulation 2.5 – Repatriation. Employer shall be liable for the cost of maintaining Seafarer ashore until their repatriation is completed.
2. Seafarer shall be entitled to repatriation at Employers' expense, including their basic wages and the daily travelling allowance (*per diem*) either to their place of residence or to the place of entering their Employment Agreement (at the Seafarer's option) under the following circumstances:
 - a) After expiry of the agreed period of service on board, always subject to the provision of art.6 of the Collective Agreement and Seafarer's Employment Agreement;
 - b) Where the Seafarer was signed off due to his illness or injury after medical examinations
 - c) Upon decision by the Employer in compliance with art.19, paragraph 3; or
 - d) Upon decision by the Seafarer for any of the following justified reasons in compliance with art.19, paragraph 2, and specifically:
 - i. In the event of loss, lay-up or sale of the Ship;
 - ii. In the event of shipwreck;
 - iii. In the event of seizure or arrest of the Ship, whether by a Seafarer or not, when the Ship has remained under arrest for more than 30 days;
 - iv. The Employer having not complied with the provisions of the Collective Agreement;
 - v. In the event of a Ship being bound to a warlike operation or high-risk area to which the Seafarer does not consent to go, in compliance with art.17, paragraph 4; and
 - vi. If, during the course of a voyage, it is confirmed that his wife, child, or parent has fallen seriously ill. This provision shall also apply with regard to the partner of a Seafarer provided that this partner has been nominated by the Seafarer at the time of entering the Employment Agreement as the Seafarer's next of kin;
3. In the event of Seafarer's serious breach of work duties, i.e., where the Seafarer has been found to have committed a number of lower degree offences of his work duties and where an early termination of the Employment Agreement is requested by the Seafarer himself, the Employer shall be required to repatriate the Seafarer on his own expense and shall have the option to recover the cost of repatriation together with any other costs incurred from the Seafarer's unpaid balance of wages.

Social Security and Personal Income Tax
Article 21

1. Seafarer is liable and fully responsible for all payments related to his social security obligations and/or personal income tax liabilities and/or any other obligations under the regulations of the country in which he resides or habitually resides (resident).

Health Protection and Medical Care
Article 22

1. In case of illness or injury, Seafarer has the right to the necessary medical attention and care or hospital treatment, for the expense of the Employer, as well as to dental treatment abroad in emergency.

2. In case where Seafarer is unable to return to the Ship he had signed off due to his illness or injury, as soon as he becomes medically fit the Employer shall make all arrangements and payments for repatriation of the Seafarer to his place of residence or place of entering the Employment Agreement.
3. Medical expenses incurred abroad shall be paid by Employer for the whole period until the Seafarer's medical condition allows for his repatriation for further treatment. After his signing-off and prior to his repatriation, i.e. during his treatment abroad, the Seafarer shall be entitled to his basic wages.
4. Medical expenses incurred due to illness shall be paid by the Employer for the period between Seafarer's repatriation and recovery, if not covered by the national Health Insurance Scheme, but not exceeding 120 days from the repatriation.
5. Medical expenses incurred after repatriation in respect of Seafarer's treatment due to injury at work shall be borne by Employer up to the highest level of medical improvement or until the Seafarer is declared to have a permanent disability of a certain degree, provided they are not covered by the national Health Insurance Scheme.

**Sick Pay
Article 23**

1. In the event of illness, Seafarer shall be entitled to the sick pay equalling his basic wage while he remains ill, yet up to the maximum of 120 days from their repatriation, unless the Employer proves that the Seafarer's illness is the consequence of a previous disease or medical condition that the Seafarer had failed to report upon his pre-employment medical examination.
2. If during the period specified in paragraph 1 above the Seafarer becomes entitled to the compensation through the competent health insurance institution, which falls below his basic wage, the Employer shall only pay to the Seafarer the difference between his basic wage and the compensation from the competent health insurance institution, provided the Employer has paid or refunded the Seafarer's health insurance contributions in full.
3. In the case of an injury at work where the Employer cannot prove that the injury was caused by Seafarer's wilful act, or caused by the misuse of alcohol and/or narcotics or by preventing alcohol and/or drug testing or was a consequence of a previous disease or medical condition that the Seafarer had failed to report upon his pre-employment medical examination, the Employer shall pay to the Seafarer a compensation up to the level of medical improvement which permits the Seafarer to take over his position on board the Ship equivalent to the one he was performing before the injury or until the Seafarer has been declared permanently disabled for sea service.
4. In the event of sick leave resulting from an injury at work, Employer may, at their own expense, require the Seafarer to undergo a medical check-up by Employer's nominated doctor in order to determine the degree of the cure achieved.
5. The Seafarer's continued entitlement to sick pay shall be evidenced by medical certificates (remittance slip or medical certificate of temporary incapacity for work) and medical documentation confirmed, upon Employer's request, by the panel Doctor appointed by the Employer. If the Doctor appointed by the Seafarer disagrees with the opinion given by the Employer's panel Doctor, the Employer and the Seafarer shall nominate an independent third doctor within the following 15 days, whose opinion shall be binding on both parties.

6. If the Seafarer without a justified reason refuses the examination referred to in paragraph 4 of this article, i.e. until the final and binding opinion of the doctor is determined in accordance with paragraph 5 of this Article, the sick pay shall be retained until the achieved degree of cure or the justification for a further sick leave is determined.
7. Sick pay shall be paid to the Seafarer after the valid medical documents mentioned in paragraph 5 of this article and issued by the competent doctor to verify the Seafarer's sick leave or treatment have been submitted to Employer by Seafarer in a timely manner and not later than the day of payroll accounting for the preceding month.

Mental Health Programme
Article 23.a.

1. The Association and the Union shall prepare a Programme for the Early Management of Stress, Mental Health and Suicide Prevention which shall be made available onboard Ships of Member States to crew members during their employment.

Maternity
Article 24

1. In the event that a crew member becomes pregnant during the period of Employment Agreement:
 - a) The Seafarer shall advise the Employer as soon as the pregnancy has been confirmed;
 - b) The Employer shall repatriate the Seafarer as soon as reasonably possible but in no case later than the (26th) week of pregnancy. Where the nature of Ship's voyage might represent a risk, the Employer shall repatriate the Seafarer from the first next port of call;
 - c) The Seafarer shall be entitled to her basic wages for 120 days after the repatriation;
 - d) The Seafarer shall be given priority in her reemployment/entering a new Employment Agreement for filling a suitable vacancy in the same or equivalent position within 3 years following the birth of a child.

Disability
Article 25

1. A Seafarer who suffers a certain degree of permanent disability as a result of an accident during the period of his Employment Agreement with Employer, including accidents while travelling to or from the Ship, in compliance with General Addendum (4), Employer shall pay to the Seafarer the compensation specified in General Addendum (3) to this Collective Agreement. The balance between the degree of disability and the rate provided for in General Addendum (3), including less than 10% disability, shall be calculated *pro rata*.
2. Employer shall not be liable to pay the compensation from paragraph 1 of this article if he can prove that:
 - a) The disability was caused by the Seafarer's wilful act;
 - b) The disability was the result of the Seafarer's alcohol and/or drug abuse;
 - c) The Seafarer has prevented his alcohol and/or drug abuse testing for evidence;
 - d) The disability happened as the result of the illness the Seafarer failed to report upon his pre-employment medical examination.

3. The degree of disability shall be determined by the panel doctor appointed by Employer. Should the doctor designated by or on behalf of the Seafarer disagree with the findings, the decision to be made by the third doctor to be appointed jointly by the Employer and the Seafarer shall be binding on both parties.
4. A Seafarer, who has been certified as permanently unfit for further sea service in any capacity, i.e. who has suffered loss of profession or rank as a direct consequence of his disability caused by the accident mentioned in paragraph 1 of this article, shall be entitled to 100% compensation in compliance with the table in the General Addendum (3) hereto, regardless of the disability level.
5. For the purpose of this article, loss of profession shall mean such physical condition which prevents the Seafarer from further sea service, under the applicable national and international standards, and/or the condition making it otherwise clear that the Seafarer is permanently unfit for any comparable employment on board.
6. Employer shall discharge their responsibility for payment of the compensation specified under paragraphs 1 and 4 of this article as soon as the Seafarer's claim for such payment has been submitted and any relevant documents have been provided to confirm that conditions for payment of the agreed compensation have been duly met to the satisfaction of the Employer. In deciding upon the claim, there should be no pressure by the Employer for a payment less than the contractual amount due. Where the nature of the personal injury makes it difficult for the Employer to make a full payment of the claim, consideration shall be given to the payment of an interim amount so as to avoid undue hardship.
7. Any payment effected under paragraphs 1 and 4 of this article shall be without prejudice to any Seafarer's claim for compensation made in law against the Employer.
8. The compensation effected in compliance with paragraphs 1 and 4 hereof shall be deducted from the remuneration against any court or arbitration proceedings in accordance with the claim mentioned in paragraph 7 of this article.

Loss of Life / Death in Service Article 26

1. If a Seafarer suffers an accident resulting in his death, or natural death, during the period of his Employment Agreement with Employer, including travelling to and from the vessel, Employer shall pay the sum specified in General Addendum (3) hereto to the Seafarer's beneficiary designated in the Seafarer's Employment Agreement. If the Seafarer has not appointed any beneficiary, the aforementioned sum shall be paid to the spouse; if there is no spouse, the sum shall be divided in equal portions among Seafarer's children regardless of their age; if there are no children, the sum shall be paid to Seafarer's parents. If there are no parents either, the aforementioned sum shall not be paid at all.
2. Employer shall, at their own expense, have the remains of the Seafarer transported to the place of his permanent residence and shall cover the costs of burial. If the death occurs while the Ship is at sea, the repatriation of the remains shall take place from the first port of call in accordance with the respective State regulations.
3. Employer shall not be required to pay the compensation from paragraph 1 of this Article if he can prove that:
 - a) The death was caused by the Seafarer's wilful act, i.e. suicide;

- b) The death was the result of the Seafarer's alcohol and/or drug abuse;
 - c) A Seafarer's family member has prevented taking evidence of the cause of death; or
 - d) The death happened as the result of the illness the Seafarer failed to report upon his pre-employment medical examination prior to joining the Ship.
4. Apart from the sum mentioned under paragraph 1 above, the Employer shall pay the sum specified in General Addendum (3) to each dependent child under the age of 18. The total to be paid to all children shall not exceed the limit specified in the General Addendum (3). In case the total exceeds the limited sum, the limited sum shall be divided *pro rata* among all the Seafarer's children.
 5. The Employer shall discharge their responsibility for payment of the compensation specified under paragraphs 1 and 4 of this article as soon as any relevant documents have been provided to confirm that conditions for payment of the agreed compensation have been duly met.
 6. Any payments effected under paragraphs 1 and 4 of this article shall be without prejudice to any claim for compensation made in law by the Seafarer's successor(s) against the Employer in respect of the Seafarer's death.
 7. All compensations effected in accordance with paragraphs 1 and 4 shall be deducted from the remuneration obtained from the court or arbitration proceedings, if any, in relation with the claim mentioned in paragraph 6 above.
 8. Where there has been an enforceable decision delivered by the competent body pronouncing the Seafarer dead due to loss of life at sea during the period of his Employment Agreement, including loss of life due to an accident at sea or any other peril of the sea, other than suicide or missing in port, Employer shall pay the sum provided for in General Addendum (3) in compliance with provisions of this article.

Insurance Cover and Warranty

Article 27

1. Employer shall provide an appropriate Club insurance cover for payments of compensations arising from provisions of the Collective Agreement. Employer is required to maintain a financial security system in effect in order to protect Seafarers in the event of their abandonment in compliance with the MLC. The Employer shall ensure that the document on the applicable financial security is posted in a visible and accessible place on board Ship.
2. Employer warrants, as the debtor jointly and severally liable, that either (i) the Shipowner, (ii) the Ship Operator, (iii) the Ship Manager, and/or (iv) the manning agent against whom the Seafarer or his beneficiaries have won a court/arbitration action for damages resulting from the Seafarer's injury or death, shall pay the amount adjudicated by the court.

Food, Accommodation, Bedding, Amenities, etc.

Article 28

1. Employer shall provide on board, as a minimum, accommodation, recreational facilities and food and catering services in compliance with the standards specified in the ILO Maritime Labour Convention Regulation 3.1 – Accommodation and recreational facilities and Regulation 3.2 – Food and Catering and shall give due consideration to the Guidelines provided under the same Title 3 of the Convention.

2. In addition, Employer shall provide the galley with all items of equipment normally required for cooking purposes. All items of the equipment shall be of good quality.
3. Seafarer shall have access to free call/connection on a one-off basis linked to compassionate circumstances /emergencies as per Article 19, paragraph 2, items d) and e).

**Personal Protective Equipment
Article 29**

1. Employer shall provide the necessary personal protection equipment to be used by each Seafarer whilst serving on board, in compliance with the ISM Code, SMS Code and standards specified in the MLC Regulation 4.3 – Health and Safety Protection and Accident Prevention. Any person engaged in the operations and any other persons who may be exposed to the risk of injury, poisoning or disease arising from the operations should be provided with and wear, where necessary,:
 - a) A suitable safety helmet constructed to an acceptable standard;
 - b) Overalls;
 - c) Waterproof, reinforced, safety boots;
 - d) Depending on the risk, sufficient and suitable protective clothing and equipment, including but not limited to:
 - i. respiratory protective equipment; eye protectors; hearing protection; gloves; welding aprons; safety harnesses, ropes and attachments; buoyancy aids; and
 - ii. 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 and humid conditions.
 - e) Personal protective equipment should be used on an individual basis and should not be passed to another person without first being cleaned, serviced and maintained;
 - f) The space provided for personal safety equipment should be such as not to contaminate the crew accommodation space or other storage; and
 - g) Where there is a relevant certificate of approval to the national standards or there are the applicable international standards, personal protective equipment should comply with those standards.
2. Ships shall be so equipped, that survival suits of appropriate size, meeting the respective international standards, shall be made available for each crew member. The Employer shall be responsible for ensuring an ample number of survival suits in place on board.

**Shipboard Safety Committee
Article 30**

1. Employer shall facilitate the establishment of a Shipboard Safety and Health Committee as a part of the Safety Management System, in compliance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Ship at Sea and in Port as well as with the MLC Standard A 4.3 – Health and Safety Protection and Accident Prevention of Seafarers.
2. Employer shall provide a communication channel between the Ship and the shore personnel having direct access to Employer's highest level management in compliance with the ISM Code requirements. Employer shall also arrange for a competent safety officer to be designated on

board for the implementation of Employer's safety and health policy and programme and carrying out the instructions of the master with a view to:

- a) Improving safety awareness of the crew;
 - b) Investigating any safety complaints brought to his attention and report the same to the onboard Safety and Health Committee and the individual, where necessary;
 - c) Investigating accidents and making the appropriate recommendations in order to prevent the recurrence of such accidents;
 - d) Carrying out safety and health inspections; and
 - e) Monitoring and carrying out the on-board safety and health protection drills.
3. The Employer acknowledges the right of the complement to appoint or have a safety representative elected by and from among the crew. With a view to carrying out the role of a safety representative, the access to information should be provided, where necessary, as well as the assistance and advice from the Shipboard Safety Committee, the Employer and the Union. The Safety representative shall:
- a) Have access to any part of the Ship;
 - b) Be allowed to attend investigation of accidents and circumstances involved;
 - c) Have access to all the necessary documentation, including investigation reports, past minutes of the Shipboard Safety and Health Committee, etc.;
 - d) Receive appropriate training; and
 - e) Not be subject to dismissal or other disciplinary measures for carrying out functions assigned to the role of the safety representative and be entitled to the same protections as the safety officer.

Communication and Information of the Crew

Article 31

1. Depending on technical possibilities, Employer shall provide all Seafarers for the duration of their on-board service the possibility to communicate with their families by means of the Ship's communication system inclusive of e-mail.
2. Employer shall ensure the Seafarers' Bulletin distribution as well as other circular letters to the crew and the Union members.
3. Employer shall entrust Ship's master with the duty to make any received written materials accessible to crew members and/or Union members on board.
4. Technical and financial circumstances permitting, Employer shall make any effort as to ensure access to the internet for any Seafarer, having regard, however, for safety of navigation, safety protection and confidentiality. Internet access shall be regulated by Employers' internal rules.

Welfare Fund and Contributions

Article 32

1. To obtain the ITF or the SUC electronic Certificate confirming that Employer's vessel is covered by this Collective Agreement, Employer shall pay annual contributions in respect of each individual crew member on board either to the Croatian Seafarers' Union Welfare and Protection Fund in the case of Ships flying the Croatian flag, in compliance with the terms specified in General Addendum (3).

2. Employer undertakes to pay the annual contributions in respect of each individual crew member on board Croatian flagged vessels to the Union in the amount specified in the General Addendum (3).
3. Employer acknowledges the right of Seafarers to participate in the Union activities and to be protected against acts of anti-Union discrimination as per ILO Conventions Nos. 87 and 98.

**Equality
Article 33**

1. Each Seafarer shall be entitled to work, have access to professional training and live undisturbed in an environment free of threatening, harassment and bullying whether motivated sexually, racially or otherwise. Any breach of this provision shall represent a serious misconduct toward a Seafarer.
2. Employer shall ensure for Seafarers to have the ITF-ICS Guidelines on Eliminating Harassment and Bullying on Board Ships, 2016, available on board in electronic form.

**Grievance Procedures
Article 34**

1. The contracting parties agree for any Seafarer's grievance to be addressed in good faith and without ill-intentioned harassment toward the Seafarer, in compliance with the MLC Regulation 5.1.5 – On-board Complaint Procedures and in accordance with Employer's grievance procedures any Seafarer shall be made familiar with upon execution of their Employment Agreements.

**Waivers
Article 35**

1. Employer shall not demand from any Seafarer to sign any document whereby the Seafarer waives, or reduces their rights from the Collective Agreement or their Employment Agreement, or whereby their obligations are extended. If such document is signed, it shall be considered null and void.

**Breach of Provisions
Article 36**

1. If Employer is in a breach of the terms of this Collective Agreement in acting either on their own behalf or on behalf of Seafarer, then the Union, ITF and/or any Seafarer shall be entitled to undertake such measures against Employer as may be deemed necessary for obtaining redress.

**Governing Law and Settlement of Disputes
Article 37**

1. Seafarer's Employment Agreement shall be subject to the Croatian law.
2. Provisions of this article refer to the disputes arising from individual Seafarers' Employment Agreements entered into by and between Employer and Seafarer, including actions for damages in respect of Seafarer's death, physical injuries and loss of earnings (whether instituted by Seafarer or by family members or successors) and disputes for breach of individual rights as well as extra-contractual claims related with the work or service on board Ship.

3. The parties undertake for the disputes mentioned under paragraph (2) above to be settled through negotiations. Such negotiations shall not take more than 30 days, counting from the commencement day. Such negotiations shall commence on the day first following the day when the Employer has received a written letter of invitation to negotiation from the Seafarer, or on the day first following the parties' mutual proposal for negotiation.
4. If the contracting parties fail to settle a dispute mentioned under paragraph 2 of this article through negotiations within 30 respectively days, the parties undertake to make recourse to the procedure of conciliation within the following 30 days from the commencement of the conciliation procedure, or within additional 30 days provided mutual consent of the Employer and the Seafarer. The parties expressly undertake to take part in the conciliation procedure and not to bring the matter either before the arbitration or court prior to the closing of such procedure. The parties undertake to have any conciliation procedure carried out before the Conciliation Centre of the Croatian Conciliation Association (HUM), Zagreb, Teslina 1. The parties shall select a conciliator from the list included in the General Addendum (6) to the Collective Agreement. In case of any disagreement in respect of such selection, another conciliator shall be appointed by the HUM Conciliation Centre from the list included in the General Addendum (6) hereto. The conciliation procedure shall commence on the day the Conciliation Centre has received a joint written proposal from the parties or when a written invitation to conciliation submitted by one party to the other has been delivered by the Conciliation Centre.
5. Each party shall bear their respective cost of conciliation procedure except the conciliator's fee, which shall be borne by Employer.
6. The party failing to respect their obligation to take part in the conciliation procedure in compliance with paragraph 4 hereof shall not be entitled to the arbitration or court fees refund irrespective of the outcome of the procedure/proceedings.
7. Where the party liable to arbitrary or court procedure/proceedings refuses to take part in the conciliation procedure, the promoting party may serve written notice to the effect of initiating/continuing such procedure after expiry of the 15 days' time limit counting from the day considered to be the conciliation commencement day in compliance with paragraph 4 hereof.
8. Disputes mentioned under paragraph 2 hereof that the parties fail to settle either through negotiations or through conciliation shall be brought for final settlement either before the Croatian Chamber of Commerce (HGK) Permanent Court of Arbitration or before the competent court of justice.
9. Arbitration procedures in respect of disputes mentioned under paragraph 2 hereof amounting up to 100.000 USD shall be resolved by single arbitrator to be appointed by the parties by mutual agreement out of the list of arbitrators presented in the General Addendum (7) to the Collective Agreement. If the parties fail to agree upon nomination of a single arbitrator, such arbitrator shall be appointed by the competent body of the Permanent Court of Arbitration mentioned under paragraph 8 hereof from the list of experts specialized in maritime affairs and maritime law presented in the General Addendum (7) to the Collective Agreement. Disputes of value exceeding 100.000 USD shall be settled by the arbitration committee consisting of three arbitrators from the list of arbitrators presented in the General Addendum (7) to the Collective Agreement, each party to appoint one and the third arbitrator who shall chair the arbitration committee to be appointed by the two arbitrators previously appointed by the parties, in compliance with Rules of the Permanent Court of Arbitration mentioned under paragraph 8 hereof, from the list of arbitrators presented in the General Addendum (7) to this Collective Agreement.

10. The list of arbitrators presented in the General Addendum (7) of the Collective Agreement shall be duly submitted to the Croatian Chamber of Commerce (HGK) Permanent Court of Arbitration.
11. Where there is a time limit prescribed by special law for submitting complaints in respect of disputes mentioned under paragraph 2 hereof, such complaints may be submitted within the prescribed statutory time limit and the respective arbitration or court proceedings shall not commence before the mandatory conciliation procedure is completed.

Amendments
Article 38

1. The terms and conditions shall be reviewed and reconsidered at least once during the period of validity of this Collective Agreement by the Union and the Association and if at any time the Union and the Association mutually agree on amendments hereto, such amendments shall be agreed in writing and signed by the parties and shall be considered incorporated in the Collective Agreement.
2. Each party to this Collective Agreement may give their written proposal for the procedure of making amendments or renewal, provided that the period of harmonization shall not exceed 60 (sixty) days from the date of proposals submission.
3. The Union and the Association mutually agree that for the purpose of this Collective Agreement they shall carry out collective bargaining during September 2021 on amendments to the provisions of this Collective Agreement governing the material rights of seafarers.

Duration
Article 39

1. The Collective Agreement shall enter into force as from the date hereby determined.
2. The contracting parties agree that the Collective Agreement shall remain effective after its expiry period, if none of the parties terminates it earlier, until terminated or until a new Collective Agreement is entered into.

Supervision of Implementation and Handling of Disputes
Article 40

1. For the purpose of supervising the implementation of the Collective Agreement, the parties have agreed as follows:
 - a) The Union / ITF authorised representatives may visit and inspect any Ship possibly manned by Union members; and
 - b) Upon request by the Union / ITF or their authorised bargaining representatives, Employer shall submit for inspection any appropriate documents in support of implementation of the Collective Agreement, inclusive of Seafarers' payroll.
2. Possible disputes arising from this Collective Agreement, including disputes regarding the legality of its conclusion, breaches, expiry or interpretation of provisions, as well as any liabilities arising there from, shall be settled between the parties hereto; however, failing such settlement, the disputes shall be decided in compliance with relevant statutory provisions.

Registration and Approval of Collective Agreement

Article 41

1. This Collective Agreement is subject to registration with the competent Ministry. It shall be published in the Republic of Croatia Official Gazette.
2. The Collective Agreement is subject to approval by the ITF.
3. The Collective Agreement shall not be used and/or copied without previous permission by the Union and/or ITF and the Association.

Application to Seafarers' Employment Agreements

Article 42

1. This Collective Agreement shall apply to all Seafarers' Employment Agreements presently in effect, including those signed before the Collective Agreement has come into force.
2. This Collective Agreement has been made in the Croatian language and in English and in case of any incompatibilities between the two versions, for the purpose of interpretation and implementation of its provisions, the Croatian version shall prevail.

Entry into Force

Article 43

1. This Collective Agreement shall enter into force and become applicable as from 14th January 2021 to remain effective until 31st December 2022.

Zagreb, 13th January 2021.

For Mare Nostrum –
Croatian Shipowners' Association


.....
HRVATSKA UDRUGA BRODARA
MARE NOSTRUM
Branimir Kovačić,
Chairman of the Assembly

For Seafarers' Union of Croatia


.....
Neven Melvan,
General Secretary



GENERAL ADDENDUM (1) – WAGE SCALE

**SEAFARERS' MINIMAL WAGES ON BOARD SHIPS FROM SPECIAL ADDENDUM (1)
EXCEEDING 6.000 GT – DRY CARGO**

No.	Rank	Basic Wage	Overtime (h)*	Guaranteed overtime**	Annual leave***	Total****	Holiday Pay
		40	1,25	103	6		
1.	Electrician	1.237	8,92	919	247	2.403	14
2.	Bosun	938	6,76	696	188	1.822	11
3.	Donkeyman	938	6,76	696	188	1.822	11
4.	Cook	938	6,76	696	188	1.822	11
5.	Mechanic	938	6,76	696	188	1.822	11
6.	AB	847	6,11	629	169	1.645	10
7.	Oiler	847	6,11	629	169	1.645	10
8.	Steward	847	6,11	629	169	1.645	10
9.	Motorman	847	6,11	629	169	1.645	10
10.	OS	646	4,66	480	129	1.255	7
11.	Wiper	646	4,66	480	129	1.255	7
12.	Mechanic Assistant, Assistant Electrician	509	3,67	378	102	989	6
13.	Deck Boy, Galley Boy	509	3,67	378	102	989	6

* For the purpose of General Addendum (1) - Minimum Wage Scale for Seafarers on Ships from Special Addendum (1) with carrying capacity exceeding 6,000 GT - Dry Cargo, the value of one-hour overtime rate shall be the amount of the basic wage divided by 173.33 (the average monthly work hours on an annual basis) increased by 25%.

** The guaranteed overtime pay is the product of the overtime hourly rate and 103 guaranteed overtime hours, rounded to an integer.

*** Annual leave pay is the value of the basic wage divided by 30 days and multiplied by 6 days of annual leave, rounded to an integer.

**** The total amount of wage is the sum of the basic wage, guaranteed overtime pay and annual leave pay.

**SEAFARERS' MINIMAL WAGES ON BOARD SHIPS FROM SPECIAL ADDENDUM (1)
EXCEEDING 6.000 GT – TANKERS**

No.	Rank	Basic Wage	Overtime (h)*	Guaranteed overtime**	Annual leave***	Total****	Holiday Pay
		40	1,25	103	6		
1.	Electrician	1.183	8,53	879	237	2.299	13
2.	Bosun	1.061	7,65	788	212	2.061	12
3.	Donkeyman	1.061	7,65	788	212	2.061	12
4.	Cook	1.061	7,65	788	212	2.061	12
5.	Mechanic	1.061	7,65	788	212	2.061	12
6.	Pumpman	1.061	7,65	788	212	2.061	12
7.	AB	957	6,90	711	191	1.859	11
8.	Oiler	957	6,90	711	191	1.859	11
9.	Steward	1.061	7,65	788	212	2.061	12
10.	Motorman	728	5,25	541	146	1.415	8
11.	OS	728	5,25	541	146	1.415	8
12.	Wiper	728	5,25	541	146	1.415	8
13.	Assistant Mechanic, Electrician, Pumpman	566	4,08	420	113	1.099	7
14.	Deck Boy, Galley Boy	600	4,33	446	120	1.166	7

* For the purpose of General Addendum (1) - Minimum Wage Scale for Seafarers on Ships from Special Addendum (1) with carrying capacity exceeding 6,000 GT - Tankers, the value of one-hour overtime rate shall be the amount of the basic wage divided by 173.33 (the average monthly work hours on an annual basis) increased by 25%.

** The guaranteed overtime pay is the product of the overtime hourly rate and 103 guaranteed overtime hours, rounded to an integer.

***Annual leave pay is the value of the basic wage divided by 30 days and multiplied by 6 days of annual leave, rounded to an integer.

****The total amount of wage is the sum of the basic wage, guaranteed overtime pay and annual leave pay.

GENERAL ADDENDUM (2): NATIONAL HOLIDAYS

For the purpose of this General Addendum, national holidays shall be those determined in the Act on Holidays, Remembrance Days and Non-working Days in the Republic of Croatia, as revised. At the time of execution of this Collective Agreement, national holidays are the following:

01 st January	- New Year's Day
06 th January	- Epiphany (The Magi)
Easter and the day after	- Easter and Easter Monday
60 days after Easter	- Corpus Christy
01 st May	- International Labour Day
30 th May	- Statehood Day
22 nd June	- Antifascist Day
05 th August	- Victory and Homeland Thanksgiving Day, and
	- Croatian Defenders Day
15 th August	- Assumption of Mary
01 st November	- All Saints Day
18 th November	- Remembrance Day
25 th December	- Christmas
26 th December	- St. Stephen's Day

GENERAL ADDENDUM (3): SCHEDULE OF CASH BENEFITS

Article 6

Signing-on and Duration of Employment

Daily travel allowance (*per diem*) equals 50 US\$.

Article 18

Crew's Personal Effects

Compensation up to the maximum of 3.000 US\$ including 300 US\$ in cash

Article 25

Disability

Compensations for disability:

2021 - 2022

Degree of disability (%)	Compensation rates for disability (in US\$)
100	95,949
75	71,962
60	57,569
50	47,974
40	38,379
30	28,785
20	19,190
10	9,595

Note:

In case of any disability degree not included in the table above, the compensation shall be calculated *pro rata*.

Article 26

Loss of Life - Death in Service

Compensation in case of loss of life / death in service:

2021 – 2022

To the widow/widower or the authorized person/body:

US\$ 95.949

To each child under 18 years, up to max four children:

US\$ 19.190

Article 32

Welfare Fund and Contributions

A. The SUC Seafarers' Welfare and Protection Fund:

- Croatian flagged vessels: 250 US\$ per Vessel's crew member per year;

B. The SUC contributions

- Croatian flagged vessels: 100 US\$ per Vessel's crew member per year;

GENERAL ADDENDUM (4): COMPENSATION SCALE

I. INJURIES TO EXTREMITIES

A. Hand, Arm, Shoulder

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

	Percentage Compensation	
	Right	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 a phalanx of one thumb		12
Loss of half of a phalanx of one thumb		8
Thumb with stiff distal joint		5
Thumb with stiff metacarpophalangeal joint		3
Thumb with stiff distal and metacarpophalangeal joints		15
Loss of the forefinger (second finger)		10
Loss of the middle and distal joints of forefinger		10
Loss of the extreme end of forefinger		5
Forefinger with stiff metacarpophalangeal joint in extension		5
Forefinger with 90 degrees or more extension deficiency in the middle joint		5
Loss of the middle finger (third finger)		10
Loss of the middle and distal joints of the middle finger		8
Loss of the distal joint of the middle finger		5
Middle finger with stiff metacarpophalangeal joint in extension		5
Middle finger with 90 degrees or more extension deficiency in the middle joint		5
Loss of the ring finger (fourth finger)		8
Loss of the middle and distal joints of the ring finger		5
Loss of the distal joint of the ring finger		3
Ring finger with stiff metacarpophalangeal joint in extension		5
Ring finger with 90 degrees or more extension deficiency in the middle joint		5
Loss of the little finger (fifth finger)		8
Loss of the middle and distal joints of little finger		5
Loss of the distal joint of little finger		3
Loss of thumb and forefinger (1st and 2nd fingers)	40	35
Loss of distal joints of thumb and forefinger		18
Loss of thumb, forefinger and middle finger	50	45
Loss of distal joints of thumb, forefinger and middle finger		20

	<u>Percentage Compensation</u>	
	<u>Right</u>	<u>Left</u>
Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)	55	50
Loss of forefinger and middle finger (2nd and 3rd)	25	
Loss of middle and distal joints of forefinger and middle finger	20	
Loss of the distal joint of forefinger and middle finger	10	
Loss of forefinger, middle finger and ring finger	35	30
Loss of the middle and distal joints of forefinger, middle finger and ring finger	25	
Loss of distal joints of forefinger, middle finger and ring finger	12	
Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)	40	35
Loss of the middle and distal joints of forefinger, middle finger, ring finger and little finger	35	30
Loss of distal joints of forefinger, middle finger, ring finger and little finger	15	
Loss of middle finger, ring finger and little finger (3rd, 4 th and 5th)	30	
Loss of middle and distal joints of middle finger, ring finger and little finger	20	
Loss of distal joints of middle finger, ring finger and little finger	10	
Loss of ring finger and little finger (4th and 5th)	20	
Loss of the middle and distal joints of ring finger and little finger	15	
Loss of distal 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 extension deficiency in the 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	

<u>d. Elbow</u>	<u>Percentage Compensation</u>	
	<u>Right</u>	<u>Left</u>
Stiffness in extended 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
contracted extension up to 40 degrees		3
contracted extension 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
Friction and some reduction in mobility	5
Habitual luxation	10
Acromio-clavicular luxation	5

f. Paralysis

Total paralysis of the brachial plexus	70	65
Total paralysis of the upper arm radial nerve	25	20
Total paralysis of ulnar nerve	30	25
Total paralysis of the median nerve, both sensory and motoric injuries	35	30
For sensory injuries only	10	

B. 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 the distal 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 clubfoot (talipes equinus), up to 15 degrees	15
Ankle joint stiff in pronounced clubfoot (talipes equinus) position	20
Ankle joint with rotary mobility ceased	5
Fallen arches aggravated by pains	8
Traumatic fallen arches	10

b. Leg **Percentage Compensation**

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
(It is not, however, added to the compensation for shortening or reduced mobility)	
Post-thrombotic syndrome in one leg	5
Essential deterioration of varicose veins or leg sores	8
Knee stiff in good position	25
Knee with extension contracture up to 5 degrees	3
Knee with flexion contracted to 90 degrees or less	10
Knee with hampering looseness	10
Knee with strong friction during articulation, with muscle wastage exceeding 2 cm as measured 10 cm above the patella and contracted articulation	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 favourable position	30
Hip with severe insufficiency of hip function	50
Well-functioning totally artificial hip joint	10

d. Paralysis

Total paralysis of fibular nerve	10
Total paralysis of femoral nerve	20
Sciatic nerve paresis - with good mobility	10
Sciatic nerve paresis - with poor mobility	30

II. THE HEAD

A. The Face

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

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

B. The Brain

a. Dementia

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

b. Post-commotional Syndrome 8

C. The Eye

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

Visual system impairment for both eyes is assessed in accordance with the following decimal table or fraction table:

Decimal Table

Vision	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

Vision	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 acuity is assessed with best glasses available.

D. Ears

Percentage Compensation

Loss of the 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

3 - considerable handicap

1 - slight handicap

4 - severe handicap

2 - mild to medium handicap

5 - total handicap

No compensation is commonly paid in respect of the use of a hearing aid only.

Percentage Compensation

Hampering tinnitus and distortion of hearing

3

III. NECK AND BACK

A. Vertebral Column

a. Fracture of Body of the Vertebra without Discharge of the Spinal Cord (Medulla Spinalis) or nerves

	<u>Percentage Compensation</u>
Minor Fracture	
With minor reduction in mobility	5
Moderate severe fracture	
Without reduction in mobility	8
With reduction in mobility	12
Very severe fracture or several moderate severe fractures, possibly with formation of gibbus (hump)	
Mild to minor reduction in mobility	15
Very severe reduction in mobility	20
If support (neck collar or support corset) is used	5
Pain - local or transmitted to extremities	2

b. Fracture with Discharge of Spinal Cord (Medulla Spinalis) or Nerves

To be assessed in accordance with the above rules, adding a supplementary degree for the discharge of nerves as assessed in accordance with other rules specified in the table.

B. Consequences of a Slipped Disc 12

C. Other Back Injuries

a. Cervical Column

Some reduction in 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 in mobility	5
If a supportive device (corset) is used	8
Back pains with some reduction in mobility	12
Back pains with considerable reduction in mobility	25

D. Injuries to Spinal Cord (Medulla Spinalis)

Mild yet lasting consequences – without bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)	20
Mild yet 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 - see Section V.	

IV. HEART AND LUNGS

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

	<u>Percentage Compensation</u>
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.

On the assumption that the case is one with permanently reduced FEV 1.0:

FEV 1.0 of over 2 litres corresponds roughly to the function group 1,

FEV 1.0 of 1.5-2 litres corresponds roughly to the function group 2,

FEV 1.0 of about 1 litre corresponds roughly to the function group 3, and

FEV 1.0 of about 0.5 litres corresponds roughly to the function group 4.

V. ABDOMINAL CAVITY AND PELVIS

	<u>Percentage Compensation</u>
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 due to damaged pelvic floor nerve caused by injury at work:	
a) up to 60 years of age	30
b) after 60 years of age	10

VI. SKIN

Percentage Compensation

Deeper scars on the body after burns or injuries affecting over 10% of the body surface

up to 5

Deep scars on the body after burns or injuries affecting:

a) up to 10% of the body surface

up to 5

b) up to 20% of the body surface

up to 15

c) over 20% of the body surface

30

Percentage Compensation

Deeper scar after intermediate burns – 2nd degree burns and/or injuries with a major skin defect.

Deep scar after 3rd and 4th degree burn and/or a major skin injury.

Deeper and deep scars on the body are calculated by applying the Rule of Nines.

Rule of Nines:

a) neck and head

9

b) arm

9

c) anterior trunk

18

d) posterior trunk

18

e) leg

18

f) perineum and genitals

1

GENERAL ADDENDUM (5): SEAFARER'S EMPLOYMENT AGREEMENT

This Employment Agreement has been entered into by and between the Seafarer and the Employer/Ship Operator/Shipowner (hereinafter: Employer)

SEAFARER

Surname:	Name:
Permanent Address:	Place and date of birth:
Passport No.: Valid until:	Seaman's Book No.: Valid until:
Personal Identity No. (OIB)	Medical Certificate - Place and date of issue:
Employment Agreement - Place and date when concluded:	Next of Kin:
Rank on board:	Port of Embarkation:

EMPLOYER

Name:		Address:	
Telephone:	Fax:	E-mail:	

SHIP

Name:	IMO No.:
Flag:	Port of Registry:

TERMS AND CONDITIONS

Employment Agreement valid until:	Monthly wage total:	Normal weekly hours of work:	
Basic monthly wage:	Guaranteed monthly overtime pay: (103 hours)	Holiday hourly rate:	Overtime hourly rate:
Leave pay monthly:	Contribution for Seafarers' mandatory insurances:	Bonus in Employer's option:	
1. It shall be deemed for the effective National Collective Agreement for Third Countries Seafarers on Board of Croatia Flag Vessels in the International Shipping Trade (2021-2022) to be an integral part of this Employment Agreement.			
2. It shall be Employer's duty to make sure for this Employment Agreement and the effective National Collective Agreement for Third Countries Seafarers on Board Croatia Flag Vessels in the International Shipping Trade (2021-2022) to be entered in Ship's documents as integral parts thereof.			
3. The Seafarer has understood and agreed with the terms and conditions of employment as provided for in the National Collective Agreement for Third Countries Seafarers on Board of Croatia Flag Vessels in the International Shipping Trade (2021-2022) and particularly with the right to terminate the Employment Agreement, the right to repatriation as well as with the terms and conditions of Seafarer's Employment Agreement he has freely entered into.			

AGREEMENT CONFIRMATION

Employer's signature:	Seafarer's signature:
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GENERAL ADDENDUM (6): LIST OF CONCILIATORS

1. **Mr Srdjan Štimac**, Judge, the Republic of Croatia High Commercial Court, Zagreb
2. **Ms Kristina Saganić**, Judge, the Republic of Croatia High Commercial Court, Zagreb
3. **Ms Nikolina Mišković**, Judge, Commercial Court of Rijeka, Rijeka
4. **Ms Danica Lisičar**, 'Zagrebački holding, Vodoopskrba i odvodnja d.o.o.', Zagreb
5. **Ms Aida Marijan**, 'Končar elektroindustrija d.d.', Zagreb

GENERAL ADDENDUM (7): LIST OF ARBITRATORS

1. **Mr. Gordan Stanković**, Lawyer, Law Firm Vukić & Partners, Rijeka;
2. **Mr. Srdjan Šimac**, Judge, the Republic of Croatia High Commercial Court, Zagreb;
3. **Ms Adriana Vincenca Padovan**, Senior Research Associate, - Croatian Academy of Sciences and Arts, Adriatic Institute
4. **Mr. Zdravko Kačić**, Lawyer, Law Firm Kačić & Brbora, Zagreb;