



**NATIONAL COLLECTIVE AGREEMENT FOR
CROATIAN SEAFARERS ON BOARD SHIPS IN THE
INTERNATIONAL SHIPPING TRADE
(2015-2017)**



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NATIONAL COLLECTIVE AGREEMENT FOR CROATIAN SEAFARERS ON BOARD SHIPS IN THE INTERNATIONAL SHIPPING TRADE (2015-2017)

This National Collective Agreement for Croatian Seafarers on Board Ships in the International Shipping Trade (2015-2017), hereinafter referred to as the "Collective Agreement", was entered into on 17th June 2015, to become effective as of 1st July 2015, by and between:

"MARE NOSTRUM" - ASSOCIATION OF CROATIAN SHIPOWNERS IN THE INTERNATIONAL SHIPPING TRADE, Avenija V. Holjevca 20, 10000 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 Krešimirova 4/II, 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 Employers/Ship-owners and the Union based on mutual respect for interests and rights of Employers/Ship-owners and Seafarers.

Definitions Article 1

1. For the purpose of this Agreement, the following terms shall denote:
 - a) **MLC** means Maritime Labour Convention adopted by the General Conference International Labour Organization on 23rd February 2006;
 - 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 (49-60 Borough Road, London, UK) and a Member/Employer;
 - d) **Seafarers' Employment Agreement** means the employment agreement concluded between a Member/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 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;
 - i) **Ship-owner** means the owner of the Ship or another physical or legal 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 ship-owners in accordance with the MLC, regardless of whether any other organization or persons fulfil certain of the duties or responsibilities on behalf of the ship-owner;

- j) **Employer** means the party having entered a Seafarers' Employment Agreement with a Seafarer;
 - k) **Ship** means any vessel owned by a particular member and Employer, included in the Special Addendum (1) – List of Vessels;
 - l) **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 Agreement is applicable to all Seafarers of Croatian nationality serving on board Ships in the international trade listed in the Special Addendum (1), regardless of the type of the Seafarers' Employment Agreement, the Ship Register and the ownership over the vessel.
2. Provisions of this Collective Agreement, governing Seafarers' rights, shall also apply as general provisions to individual Seafarers' Employment Agreements concluded between the Employer and a Seafarer. In case of any discrepancies between the general provisions and the 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 individual Seafarers' Employment Agreement has not been concluded in writing.
3. This Collective Agreement has been brought in compliance with provisions of the MLC.
4. In case of the Collective Agreement renewal or proposal for particular vessel's inclusion in the Collective Agreement, the signatories need to agree whether the vessel shall remain classified for the international shipping trade until the expiry of this Collective Agreement, as only in such a case the Ship shall be included in the Collective Agreement.
5. 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 decent 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 (4).
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. Provisions of the Seafarers' Employment Agreement which are in collision with the Collective Agreement shall be considered null and void.
3. A Seafarers' Employment Agreement shall be concluded for:
 - a) An undetermined period of time; or

- b) A period to be specified in the Special Addendum (3), which shall not exceed 6 months and may be eventually reduced to 5 or extended to 7 months in Employer's option depending on operational requirements, crew replacement policy or other reasonable circumstances, except where otherwise provided for in respect of particular cases in Special Addendum (3); or
 - c) One or more voyage(s) which may not exceed 7 (seven) months altogether, except in case of apprentices, where Seafarers' Employment Agreement may be entered into for a period up to 12 months.
4. A 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 health certificate last issued;
 - b) Employer's and Owner's name and address, their respective phone and fax numbers and e-mail address;
 - c) Place where and date when the Seafarers' Employment Agreement is entered into;
 - d) Name of the Vessel to be joined, her IMO number, port of registry and flag;
 - e) Capacity in which the Seafarer is to be employed;
 - f) Amount of the Seafarer's basic wages and other benefits;
 - g) Amount of paid annual leave;
 - h) Duration of the Seafarers' Employment Agreement with specified terms and conditions of employment;
 - i) Seafarer's entitlement to termination of the Agreement;
 - j) Health and social security protection benefits to be provided to the Seafarer by the Employer;
 - k) Seafarer's entitlement to repatriation;
 - l) Reference to the Collective Agreement; and
 - m) 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 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. The Employer has the right to require from any Seafarer to be subject to additional medical examination, at the Employer's expense, by the medical practitioner in Employer's option and to fill in any questionnaire concerning their health condition. Seafarer's refusal to satisfy such a requirement 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. Ship-owners 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 are borne directly or indirectly, in whole or in part, by the Seafarer or for providing employment to Seafarers, and also that any Seafarer is entitled to examine and seek advice on their Employment Agreements before their employment and signing on.
9. Where due to the change in Ship's flag the Seafarers are incurred additional costs for having their certificates of competence endorsed, the Ship-owner shall try their best to bear such costs.

10. Provisions of this article shall equally apply to Seafarers who had been previously employed with the Ship-owner 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.
11. 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 their Ship-owner's agreement.
12. Where a Seafarer has failed to meet the requirement provided for under paragraph 11 of this article and has consequently caused a cost for the Ship-owner, such cost shall be borne by the Seafarer himself.

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 dockers 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, traditionally and historically done by members of that union 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 the normal working hours, the Seafarer shall be entitled to the payment of the overtime rate specified in Special Addendum (2) for each hour or part hour that such work is performed, in addition to the basic wage;
 - b) Outside the normal working hours, the Seafarer will be compensated at double the overtime rate specified in Special Addendum (2) for each worked hour or part hour that such work is performed, in addition to the basic wage.

Compensation for Supplementary Work Article 5

1. The crew may perform the work not traditionally done by Seafarers but by independent contractors such as shipyards, ship services, etc.
2. A crew member involved in such work shall enter a written agreement with the Employer, which shall include 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* wages and his daily travelling allowance (*per diem*) in compliance with General Addendum (2), 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, in accordance with Special Addendum (3).
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. A Seafarer shall be signed off in compliance with the provisions of this article and Special Addendum (3) upon Ship's first arrival at port in compliance with the Seafarer's Employment Agreement.
6. In case of the Employer's failure to respect the provisions of paragraphs 3 and 4 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 agreement by the Employer, 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 125% of the basic hourly rate according to the rank on board and the weekday hourly rate.
2. Not less than 103 hours of guaranteed overtime shall be paid monthly to each Seafarer in compliance with Special Addendum (2).
3. Over time shall be recorded individually and in duplicate either by the Master or the Head of Department.
4. Such record, endorsed by the Master or a person authorised by the Master, shall be accessible to the Seafarer. Every month the Seafarer shall be offered to endorse the record. After the record is endorsed, it is final. On completion of the Seafarer's Employment Agreement, one copy shall be

provided to the Seafarer, if such information is not already contained within the Seafarer's pay documents. A Seafarer may request a printed copy of his/her overtime records at any time during his/her contractual term.

5. There shall be no overtime payments 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 Ships manned mostly or fully by Croatian crews, the days listed in General Addendum (1) shall be regarded as Public Holidays at sea and in port.
2. Any work on a Public Holiday shall be paid at the rate specified in Special Addendum (2), which shall not fall below the overtime rate.

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 the hours of rest shall not exceed 14 hours.
4. The company shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the 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 will not be considered as a period of rest.

7. Musters, firefighting drills and 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. The allocation of periods of responsibility and drills on UMS Ships, where a continuous watch-keeping in the engine room is not carried out, shall also be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
9. Records of Seafarers' daily hours of rest shall be maintained to allow for monitoring of compliance with this article.

Wages
Article 11

1. The wages of each seafarer serving on board Ship in the international trade shall be stipulated and calculated on the basis of this Collective Agreement and the minimum total wage of an ABS holding a certificate of competency in compliance with the International Convention on Standards of Training, Certification and Watch keeping 1995, as revised (STCW Convention), in the amount specified in the Wage Scale of the applicable ITF Uniform TCC Collective Agreement for Crews on Flag of Convenience Ships on a monthly basis for crews on board any type of Ship exceeding 3,000 GT and/or 3,000 kW of propulsive power. Where Ships below 3,000 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, according to the Resolution of the International Labour Organisation (ILO), dated 9th May 2012, and interpreted jointly by the International Transport Workers' Federation (ITF) and the International Shipping Federation (ISF).
2. Seafarer's wages shall be calculated on the basis of the Wage Scale included in Special Addendum (2) and in the relevant provisions of the Collective Agreement.
3. Wages shall be due after the completion of the work. If not otherwise provided in Special Addendum (2), 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 Special Addendum (2) which has been submitted to the Employer, after deductions specified in Special Addendum (2), 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.
4. By the end of each month, the Employer shall provide the Seafarer with an account of their wages for the immediately preceding month.
5. Once in a month, inclusive of the month when signed on, the Seafarer shall be entitled to advance payment of their wages in cash.
6. For the purpose of calculating wages, 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.

Allotments
Article 12

1. Any Seafarer to whom this Collective Agreement applies shall be allowed an allotment note payable at monthly intervals as advance payment of his basic wages, amounting up to 80% 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 Agreement applies shall, on the termination of employment for whatever reason, be entitled to payment of 6 days' leave for each completed month of service and for shorter periods of 15 days or less, the Seafarer shall be entitled to 3 days' paid leave. For the interrupted periods of more than 15 but less than 30 days, the Seafarer shall be granted 6 days' paid leave.
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 Special Addendum (2).
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 from 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 the attached Wage Scale contained in Special Addendum (2).

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

4. The Master and Chief Engineer shall not be required to stand watches, except on board the oil/gas rig supply vessels.

**Manning
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 hereof 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, the company 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, the basic wages of the shortage category shall be paid to the affected members of the department concerned. Such shortage, however, shall be made up 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 the Collective Agreement.

**Service in Warlike Operations Areas/High Risk Areas
Article 17**

1. At the time of the assignment the Company shall inform the Seafarers if the vessel is bound to or may enter any Warlike Operations/High Risk Area.
2. If the vessel enters a Warlike Operations/High Risk Area:
 - a) The Seafarer shall have the right not to proceed to such area. In this event the Seafarer shall be repatriated at Employer's cost with benefits accrued until the date of return to his/her home or the port of engagement;
 - b) The Seafarer shall also be paid a bonus equal to 100% of the basic wage for the duration of the Ship's stay in a Warlike operations area – subject to a minimum of 5 days' pay; and
 - c) The Seafarer shall be entitled to a double compensation for disability and death.
3. In case a Seafarer becomes captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective whether such act takes place within or outside a war/warlike

operations operation or high risk zone determined for the purpose of this article, the Seafarer's employment status and entitlements under this Collective Agreement shall continue until the Seafarer's release and thereafter until the Seafarer is safely repatriated to his/her home or place of engagement or until all Employer's contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Employer shall also make every effort to provide the captured Seafarers, with extra protection, with food, welfare, medical and other assistance as necessary.

4. The war / warlike operations and 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 of no less than 0.25%.
5. The parties hereto shall, from time to time, exchange any formal information available which have been announced by the JWC in respect of the war/warlike operations or high risk zones and shall designate such areas for the purpose of this Collective Agreement.

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 the Employer up to the maximum specified in the General Addendum (2).
2. The Seafarer shall certify that any information provided with regard to the lost property is true to the best of their knowledge.
3. A 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. The Company shall take measures for safeguarding property left on board by sick, injured or deceased Seafarers and for returning it to them or to the designated next of kin.

Termination of Employment Article 19

1. The employment shall be terminated:
 - a) Upon the expiry of the agreed period of service in compliance with art.3 hereof;
 - b) When signing off owing to sickness or injury, after medical examination in compliance with art.23 hereof.
2. A Seafarer to whom this Collective Agreement applies may terminate employment with the Employer or request signing off:
 - a) By giving one months' notice of termination or signing off either to the Employer or to the Ship's master in the presence of two witnesses;
 - b) When, during the course of a voyage, it is confirmed that the spouse or, in the case of a single person, a parent, has fallen dangerously ill. This provision shall also be applied with regard to

the partner of a Seafarer provided that this partner has been nominated by the Seafarer at the time of 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 area, in compliance with 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), the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW), the International Convention for the Prevention of Pollution from Ships 1973, as revised (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships and the Protocol of 1996. 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 an agreed procedure, the Employer has not complied with the terms of this Collective Agreement.

3. The Employer may terminate the 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 upon the sale of the Ship;
- c) In case of the Seafarer's misconduct. For the purpose of this Collective Agreement, misconduct shall include particularly: leaving the Ship without permit, smuggling, unlawful possession of alcohol, weapons, drugs and articles known as prohibited, not honouring the Employers' policy on drug and alcohol abuse, and the policy on safety and quality, non-performance or poor performance of work, bad behaviour toward the 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.

The Employer shall, either directly or through the master, give the Seafarer a written notice of termination of the Employment Agreement for misconduct. 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 the Ship's master and submitted to the Employer and to the Seafarer together with the written notice.

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

4. The Employer may also terminate the Employment Agreement with a master in cases listed under paragraph 3 of this article. The 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 written notice shall be also considered to have been duly delivered 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 the Company/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. The Seafarer shall be entitled to the payment of 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 misconduct of the Seafarer 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. 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. The Employer shall be liable for the cost of maintaining the Seafarer ashore until their repatriation is completed.
2. A Seafarer shall be entitled to repatriation at the Employers' expense, including basic wages as stipulated in Special Addendum (2) and the daily travelling allowance (*per diem*) either to their home or to the place of their original engagement (at the Seafarer's option) under the following circumstances:
 - a) After the expiry of the agreed period of service on board, always subject to the provision of art.6 of the Collective Agreement and Special Addendum (3);
 - b) Upon decision by the Employer in compliance with art.19, paragraph 3; or
 - c) 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 illness or injury or other medical condition which requires their repatriation when found medically fit to travel;
 - ii. In the event of loss, lay-up or sale of the Ship;
 - iii. In the event of shipwreck
 - iv. 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;
 - v. The Employer having not complied with the provisions of the Collective Agreement;
 - vi. In the event of a Ship being bound to for a warlike operations or high risk area to which the Seafarer does not consent to go, in compliance with art.17, paragraph 2; and

- vii. If, during the course of a voyage, the wife or, in case of a single person, a parent falls seriously ill while the Seafarer is aboard, every effort shall be made by the Employer to repatriate the Seafarer concerned to his home place as quickly as possible.
3. In the event of Seafarer's misconduct, i.e. where the Seafarer has been found to have committed serious breach of any of the responsibilities from the Employment Agreement, the Seafarer shall be repatriated on the Employer's expense and the Employer shall have the option to recover from that Seafarer's balance of wages the cost of repatriation together with the costs directly attributable to the Seafarers proven misconduct.

Mandatory Insurance Contributions

Article 21

1. Special Addendum (5) to this Collective Agreement shall provide for a percentage to be negotiated by the parties hereto and paid by the Employer in compensation of the Seafarer's mandatory insurance contributions. For the purpose of this article, the parties shall refer to the MLC Regulation 4.5 – Social Insurance.

Medical Attention

Article 22

1. The Employer shall be liable to pay medical expenses inclusive of hospital treatment of the Seafarer who was signed off abroad due to illness or injury.
2. In case the Seafarer cannot return to the vessel he had signed off due to illness or injury, the Employer shall make all arrangements and payments for repatriation of the Seafarer.
3. Medical expenses incurred abroad shall be paid by the Employer for the whole period until the Seafarer's recovery or repatriation to Croatia, whichever occurs first.
4. Medical expenses incurred due to illness or injury shall be paid by the Employer for the period between the Seafarer's repatriation and recovery, but not exceeding 120 days from the repatriation.
5. In case of a Seafarer's injury at work, the Employer shall be liable to defray the expenses of medical care up to the highest level of medical improvement or until the Seafarer has been declared permanently disabled, provided they are not covered by the national Health Insurance Scheme.

Sick Pay

Article 23

1. In the event of illness, the Seafarer shall be entitled to the sick pay equalling their basic wage while they remain ill, i.e. up to the maximum of 120 days from their repatriation.
2. If during the period specified in paragraph 1 above the Seafarer becomes entitled to the compensation through their Health Insurance which falls below their basic wage, the Employer shall only pay to the Seafarer the difference between the two amounts, 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, 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. The Seafarer's continued entitlement to sick pay shall be evidenced by medical certificates and medical documentation confirmed, where required, 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 whose opinion shall be binding on both parties.
5. Sick pay shall be paid to the Seafarer against the medical document issued by the competent doctor to verify the Seafarer's sick leave or treatment, which shall be submitted by the Seafarer in a timely manner and not later than the day of payroll accounting for the preceding month.

**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 and when the nature of Ship's voyage might represent a risk;
 - c) The Seafarer shall be entitled to 120 days' basic wages;
 - d) The Seafarer shall be given priority in their 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 the Employer, including accidents while travelling to or from the Ship, in compliance with General Addendum (3), the Employer shall pay to the Seafarer the compensation specified in General Addendum (2) to the Collective Agreement. The balance between the degree of disability and the rate provided for in General Addendum (2), including less than 10% disability, shall be calculated pro rata.
2. The Employer shall not 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 prior to joining the Ship.
3. The degree of disability shall be determined by the panel doctor appointed by the 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 on board, i.e. has suffered loss of profession or rank, shall be entitled to 100% compensation in compliance with the table in the General Addendum (2) 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. The 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 above.

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 the Employer, including travelling to and from the vessel, the Employer shall pay the sum specified in General Addendum (2) 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 the Seafarer's children regardless of their age; if there are no children, the sum shall be paid to the Seafarer's parents. If there are no parents either, the aforementioned sum shall not be paid at all.
2. The 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; and
 - 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.
3. Beside the sum mentioned under paragraph 1 above, the Employer shall pay the sum specified in General Addendum (2) 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 (2). In case the total exceeds the limited sum, the limited sum shall be divided *pro rata* among all the Seafarer's children.

4. The Employer shall discharge their responsibility for payment of the compensation specified under paragraphs 1 and 3 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.
5. Any payments effected under paragraphs 1 and 3 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.
6. All compensations effected in accordance with paragraphs 1 and 3 shall be deducted from the remuneration obtained from the court or arbitration proceedings, if any, in relation with the claim mentioned in paragraph 5 above.
7. 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, the Employer shall pay the sum provided for in the General Addendum (2) in compliance with provisions of this article.

Insurance Cover and Warranty

Article 27

1. The Employer shall provide an appropriate insurance cover for payments of compensations arising from provisions of the Collective Agreement.
2. The Employer warrants, as the debtor jointly and severally liable, that either (i) the registered owner of the Ship, or (ii) the Owner, or (iii) the Ship's 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. The Employer shall provide, 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 Title 3 of the Convention.
2. In addition, the 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. Seafarers will have access to free calls on a one-off basis linked to compassionate circumstances as per Article 19.3 emergencies.

Personal Protective Equipment

Article 29

1. The 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 IMO 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. Lifeboats and life rafts shall be provided with the reverse osmosis equipment.

Shipboard Safety Committee

Article 30

1. The Employer shall facilitate the establishment of an on board 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.
2. The Employer shall provide a communication channel between the Ship and the shore personnel having direct access to the Employer's highest level management in compliance with the ISM Code requirements. The Employer shall also arrange for a competent safety officer to be designated on board for the implementation of the Employer's safety and health policy and programme and carrying out the instructions of the Master with a view to:
 - a) Improving the crew's safety awareness;
 - b) Investigating any safety complaints brought to his attention and report the same to the 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 Safety Committee, the Employer and the Union. The Safety representative shall:

- a) Have access to any part of the Ship;
- b) Be allowed to participate in the investigation of accidents and circumstances involved;
- c) Have access to all the necessary documentation, including investigation reports, past minutes of the Safety and Health Committee, etc.;
- d) Receive appropriate training; and
- e) Not be subject to dismissal or other prejudicial 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, including e-mail services, the Employer shall ensure to Seafarers communication with their families during their on board service.
2. The Employer shall ensure the Seafarers' Bulletin distribution as well as other circular letters to the crew and the Union members.
3. The Employer is obliged to order the Master to make any received written materials accessible to the crew members and Union members on board.
4. Technical and financial circumstances permitting, the 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 Blue Certificate confirming that the Employer is covered either by this Collective Agreement or by one of the recognized ITF Collective Agreements, the Employer shall pay annual contributions in respect of each individual crew member on board either to the ITF Seafarers' International Assistance, Welfare and Protection Fund in the case of FOC vessels, or 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 (2).
2. The Employer undertakes to pay the annual contributions in respect of each individual crew member on board Croatian flagged or FOC vessels to the Union in the amount specified in the General Addendum (2).
3. The 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 and live undisturbed in an environment free of harassment and bullying whether motivated sexually, racially or otherwise. Any breach of this provision shall represent a serious misconduct toward a Seafarer.

Grievance Procedures

Article 34

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

Waivers

Article 35

1. The 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

2. If the Employer is in a breach of the terms of this Collective Agreement, either on their own behalf or on behalf of a Seafarer, then the Union, ITF and/or any Seafarer shall be entitled to undertake such measures against the Owners 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 the Employer and the Seafarer, including actions for damages in respect of Seafarer's death, physical injuries and loss of earnings (whether instituted by the 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 hereto agree that the disputes mentioned under paragraph (2) above shall be settled through negotiations. Such negotiations shall not take more than 60 days from the commencement day. Negotiations shall commence on the day first following after the day when one of the parties has received a written letter of invitation to negotiation from the other party, 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 60 days, the parties undertake to make recourse to the procedure of conciliation within the following 60 days from the commencement of the conciliation procedure. 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), 10000 Zagreb, Teslina 1. The parties shall select a conciliator from the list included in the General Addendum (5) 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 (5) 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 the 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. The 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 US\$ shall be resolved by a single arbitrator to be appointed by the parties by mutual agreement out of the list of arbitrators presented in the General Addendum (6) 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 (6) of the Collective Agreement. Disputes of value exceeding 100.000 US\$ shall be settled by the arbitration committee consisting of three arbitrators from the list of arbitrators presented in the General Addendum (6) of 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 (6) of this Collective Agreement.
10. The list of arbitrators presented in the General Addendum (6) 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 Employer and if at any time the Union and the Employer mutually agree on amendments hereto, such amendments shall be agreed in writing and signed by the parties and shall be considered incorporated in the 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 induction.

**Duration
Article 39**

1. The Collective Agreement has been entered into for a period of no more than two years from the day when signed by authorised representatives of the contracting parties and shall enter into force as from the date determined in this Collective Agreement.
2. The contracting parties are agreeable, if none of the parties terminates it earlier, that the Collective Agreement shall remain effective after its expiry period 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:
 1. The Union / ITF authorised representatives may visit and inspect any Ship possibly manned by Union members; and
 2. Upon request by the Union / ITF or their authorised bargaining representatives, the 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 by the parties in compliance with relevant statutory provisions.

**Registration and Approval
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 cannot 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 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 01st July 2015 to remain effective until 30th June 2017.

Pula, 17th June 2015.

For "Mare Nostrum" - Association of Croatian
Ship-owners in the International Shipping Trade

For Seafarers' Union of Croatia

.....

.....

Mario Pavić, MSc
Vice-Chairman of the Assembly

Capt. Predrag Brazzoduro,
General Secretary

GENERAL ADDENDUM (1): 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:

01st January – New Year’s Day;
06th January - Epiphany (The Magi);
Easter and the day after - Easter and Easter Monday;
60 days post Easter - Corpus Christy;
01st May - International Labour Day;
22nd June - Antifascist Day;
25th June - Constitution Day;
05th August - Victory and Homeland Thanksgiving Day, and Croatian Defenders Day;
15th August - Assumption of Mary;
08th October - Independence Day;
01st November - All Saints Day;
25th December – Christmas; and
26th December - St. Stephen’s Day.

GENERAL ADDENDUM (2): SCHEDULE OF CASH BENEFITS

Article 6

Signing-on and Duration of Employment

Daily travelling 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

Compensation for disability:

2015 - 2017

Degree of disability (%)	Compensation rates in US\$		
	Ratings	Junior Officers	Senior Officers (4)
100	95,949	127,932	159,914
75	71,962	95,949	119,936
60	57,569	76,759	95,949
50	47,974	63,966	79,957
40	38,379	51,173	63,966
30	28,785	38,379	47,974
20	19,190	25,586	31,983
10	9,595	12,793	15,991

1. For the purpose of this article, Senior Officers shall be: Master, Chief Engineer, First Mate and First Engineer.
2. 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:

2015 – 2017

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

1. The ITF International Welfare, Assistance and Protection Fund:
 - FOC vessels: 250 US\$ per crew member per year;

2. The SUC Seafarers' Welfare and Protection Fund:
 - Croatian flagged vessels: 250 US\$ per crew member per year;

3. The SUC contributions
 - FOC vessels: 120 US\$ per crew member per year;
 - Croatian flagged vessels: 100 US\$ per crew member per year;

GENERAL ADDENDUM (3): COMPENSATION SCALEI. 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
	Right	Left
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

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

	Percentage Compensation	
	Right	Left
Consequences of fracture of radial bone: Forefinger to little finger down to 2 cm from the palm of the hand	18	

c. Arm

Loss of one arm	70	65
Amputation of upper arm	65	60
Amputation of forearm with good elbow movement	60	55
Amputation of forearm with poor elbow movement	65	60

Unhealed rupture of biceps	5
Axillary thrombosis	5

d. Elbow

Stiffness in 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

Percentage Compensation

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
<u>b. Leg</u>	
Loss of one leg	65
Amputation at the knee or thigh with good function of prosthesis	50
Amputation at the knee or thigh with poor function of prosthesis	55
Loss of crus (shank) with good function of prosthesis	30
Loss of crus with poor function of prosthesis	35
Shortening by less than 3 cm	3
Shortening of at least 3 cm	10
Thigh shrinkage of at least 3 cm	8
(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
<u>c. Hip</u>	
Hip with stiffness in favourable position	30
Hip with severe insufficiency of hip function	50
Well-functioning totally artificial hip joint	10
<u>d. Paralysis</u>	
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
<u>II. The Head</u>	
<u>A. The Face</u>	
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

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

Decimal Table

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

Fraction Table

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

Visual power is assessed with 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

Minor Fracture

With minor reduction in mobility 5

Medium severe fracture

Without reduction in mobility 8

With reduction in mobility 12

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

Slight to some 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.

Percentage Compensation

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:

	Percentage Compensation
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 function group 1,

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

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

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

V. Abdominal Cavity and Pelvis

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

GENERAL ADDENDUM (4): SEAFARER'S EMPLOYMENT AGREEMENT

This Seafarer's Employment Agreement is entered into between the Seafarer and Employer/Company/Shipowner, hereinafter: Employer

SEAFARER

Surname:	Name:
Permanent address:	
Rank:	Medical Certificate issued on:
Place of Engagement:	Port of Embarkation:
Passport No.:	Seaman's Book No.:
Place and Date of Birth:	Next of Kin:

EMPLOYER

Name:		Address:	
Telephone:	Fax:	E mail:	

SHIP

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

TERMS OF EMPLOYMENT

Duration:	Total monthly wage:	Normal hours of duty per week:
Basic monthly wage:	Guaranteed overtime per month: (103 hours)	Overtime rate per hour:
Monthly leave pay:	Mandatory insurance contributions:	Employer's bonus:
<p>1. The National Collective Agreement for Croatian Seafarers on board Ships in the International Trade (2015-2017) shall be considered to be an integral part of this Seafarer's Employment Agreement.</p> <p>2. This Seafarer's Employment Agreement and the applicable National Collective Agreement for Croatian Seafarers on board Ships in the International Trade (2015-2017) shall be considered to be integral parts of Ship's Articles and shall be duly respected by the Employer.</p> <p>3. The Seafarer has understood and agreed with the terms of employment specified in the National Collective Agreement for Croatian Seafarers on board Ships in the International Trade (2015-2017) and specifically with the right to termination of employment and repatriation, as well as with the terms of this Seafarer's Employment Agreement he has entered into by his free will.</p>		

CONFIRMATION

Employer's signature:	Seafarer's signature:
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GENERAL ADDENDUM (5): LIST OF CONCILIATORS

Article 37

Governing Law and Settlement of Disputes

1. **Mr. Srdjan Šimac**, 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 (6): LIST OF ARBITRATORS

Article 37

Governing Law and Settlement of Disputes

1. **Mr. Gordan Stanković**, lawyer, Law Firm Vukić & Partners, Rijeka;
2. **Mr. Srdjan Šimac**, judge, the Republic of Croatia High Commercial Court, Zagreb;
3. **Mr. Miljenko Kurobasa**, retired judge of Commercial Court of Rijeka;
4. **Mr. Zdravko Kačić**, lawyer, Zagreb;