

# COLLECTIVE BARGAINING AGREEMENT ("CBA")

## For Crews on Flag of Convenience Ships

1 January 2022

### Application §1

- 1.1 This Collective Bargaining Agreement (CBA), (hereinafter the "Agreement") sets out the standard terms and conditions applicable to all Seafarers serving on any ship included in Annex 1 of which there is in existence a Special Agreement made between International Transport Workers' Federation (hereinafter the "ITF") and the owner or bareboat charterer of such ship (hereinafter the "Company" and the owners and bareboat charterers collectively the "Companies"). If the Special Agreement is signed between the ITF and the operator, it will be deemed that the operator acts for and on behalf of the respective owner or bareboat charterer.
- 1.2 This Agreement is deemed to be incorporated into and to contain the terms and conditions of the contract of employment of any Seafarer to whom this Agreement applies. The incorporation of this Agreement into each Seafarer's individual contract of employment shall be made explicit.
- 1.3 The Special Agreement requires the Company (inter alia) to employ the Seafarers on the terms and conditions of an ITF approved Agreement (CBA), and to enter into individual contracts of employment with any Seafarer to whom this Agreement applies, incorporating the terms and conditions of an ITF approved Agreement (CBA). The Company undertakes that it will comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of the applicable ITF approved Agreement (CBA) and of the ITF Special Agreement are available on board in English.
- 1.4 The words "Seafarer", "ship", "Special Agreement", "union" and "ITF" when used in this Agreement shall have the same meaning as in the Special Agreement. Furthermore, "Seafarer" means any person who is employed or engaged or works in any capacity to whom this Agreement applies, but excluding persons providing non-scheduled or ancillary services to a ship to assist it in its maritime voyage such as, inter alia, shore based staff, riding squad workers, bunker crew, pilots and excluding cadets (trainees), and "MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.
- 1.5 Each Seafarer, in accordance with 1.1 above, shall be covered by the Agreement with effect from the date on which they are engaged, whether they have signed Articles or not, until the date on which they sign off or if later the date until which, in accordance with this Agreement, the Company is liable for the payment of wages, whether or not any employment contract is executed between the Seafarer and the Company and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in this Agreement.

### Pre-Employment §2

- 2.1 Each Seafarer shall undertake to serve the Company competently and shall undertake that they possess, and will exercise, the skill commensurate with the certificates, which they declare to hold, which should be verified by the Company.
- 2.2 The Company shall be entitled to require that any Seafarer shall have a satisfactory pre-employment medical examination, at Company expense, by a Company-nominated doctor and that the Seafarer answer faithfully any questionnaire on their state of health, which may be required. Failure to do so may affect the Seafarer's entitlement to compensation as per Articles 21,22,23,24 and 25. The Seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this Article shall equally apply to Seafarers who were previously employed by the Company, signed-off due to medical reasons pursuant to Article 18.1 (b) and may be willing to be re-employed upon recovery. Any such recovered Seafarers shall be treated equally to the

other candidates undergoing medical examination. At any time during the period of service the Seafarer may be required by the Company or by the master to undergo medical examination and/or narcotics/alcohol tests, at Company's expense. Failure to do so may affect the Seafarer's entitlement to compensation as per Articles 21, 22, 23, 24 and 25.

- 2.3 As far as practicable, Companies who are direct employers or who use Seafarers recruitment and placement services shall ensure that the standards laid down in the MLC are met including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the Seafarers for finding employment, the right for Seafarers to inspect their employment documents and seek advice before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent Seafarers from gaining employment for which they are qualified.
- 2.4 Each Seafarer shall sign an MLC compliant Seafarer's employment contract.
- 2.5 Documentation as required by the Flag State shall be at Company expense.

### Non-Seafarers Work

#### §3

- 3.1 Neither Seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual Seafarers volunteer to carry out such duties; and those Seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlash, checking and receiving.
- 3.2 Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any Seafarer who respects such dockworkers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.
- 3.3 For crewmembers compensation for such work performed during the normal working week, as specified in Article 5, shall be by the payment of the overtime rate specified in Annex 2 for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.
- 3.4 In implementing the provisions of Articles 3.1 and 3.2 above, specific conditions may apply as identified in Annex 7 to this CBA.

### Duration of Employment

#### §4

- 4.1 All Senior Officers which for the purposes of this clause are the Master, the Chief Engineer, the Chief Officer, the 1st Engineer and the El. Engineer shall be engaged for three (3) months, the rest of the officers shall be engaged for four (4) months and the other crew members shall be engaged for five (5) months. Any such period may be extended or reduced by 1 month for operational convenience. A longer period of service may be agreed between the Seafarer and the Company in the Seafarer's employment contract but in any event the total period may not exceed nine (9) months, which period may be extended or reduced by 1 month for operational convenience. The employment shall be automatically terminated upon the terms of this Agreement at the first arrival of the ship in port after expiration of that period, unless the Company operates a permanent employment system.
- 4.2 The first two (2) months of service within the first term of employment of the Seafarer with the Company shall be probationary period. During this period both the Seafarer and/or the Company shall be entitled to terminate the employment prior to the expiry of the contract during this period. In such event the cost of repatriation shall be the responsibility of the party who gives notice of termination, but the compensation for premature termination of employment provided in Article 18.4 shall not apply.



## Hours of Duty

### §5

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

## Overtime

### §6

- 6.1 Any hours of duty in excess of the 8 (eight) shall be paid for by overtime, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the category concerned and the weekly working hours (Annex 2).
- 6.2 At least 103 (one hundred and three) hours guaranteed overtime shall be paid monthly to each Seafarer. The Master of the ship shall take appropriate measures not allowing the Seafarers to work in excess of the 103 hours guaranteed overtime set out in the preceding sentence.
- 6.3 Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.
- 6.4 Such record, endorsed by the Master or a person authorised by the Master, shall be accessible to the Seafarer. Every month the Seafarer shall be offered to endorse the record. After the record is endorsed, it is final. On completion of his/her contract, one copy shall be provided to the Seafarer, if such information is not already contained within the Seafarer's pay documents. A Seafarer may request a printed copy of his/her overtime records at any time during his/her contract term.
- 6.5 Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril shall not count for overtime payment.
- 6.6 If no overtime records are kept as required in 6.3 and 6.4 above, the Seafarer shall be paid monthly a lump sum for overtime worked calculated at 160 hours at the hourly overtime rate without prejudice to any further claim for payment for overtime hours worked in excess of this figure.

## Holidays

### §7

- 7.1 For the purpose of this Agreement the days listed in Annex 3 shall be considered as holidays at sea or in port. If a holiday falls on a Saturday or a Sunday (excluding Easter Saturday and Sunday), the following working day shall be observed as a holiday.

## Rest Periods

### §8

- 8.1 Each Seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
- 8.2 This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.
- 8.3 The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- 8.4 The Company shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.
- 8.5 Nothing in this Article shall be deemed to impair the right of the Master of a ship to require a Seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. In such situation, the Master may suspend the schedule of hours of work or hours of rest and require a Seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the Master shall ensure that any Seafarers who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the International Convention on Standards of Training, Certification and Watch Keeping

for Seafarers (STCW) requirements covering overriding operational conditions shall apply, including those of STCW A-VIII/1, Article 9.

- 8.6 A short break of 30 minutes or less will not be considered as a period of rest.
- 8.7 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.
- 8.8 The allocation of periods of responsibility on Unmanned Machinery Space (UMS) Ships, where a continuous watchkeeping in the engine room is not carried out, shall also be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
- 8.9 Records of Seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

#### Wages §9

- 9.1 The wages of each Seafarer shall be calculated in accordance with this Agreement and as per the attached wage scales (Annex 2) and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the Seafarer. The wage scale in Annex 2 shall be deemed as a minimum requirement. Where a higher entitlement than in the wage scale may be agreed for the Seafarer, such higher entitlement shall be guaranteed and may not be decreased for the duration of the tour of duty.
- 9.2 The Seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the Seafarer, not later than the 1<sup>st</sup> day of the forthcoming month and as further provided in Article 10 below, together with an account of their wages, identifying the exchange rate where applicable.
- 9.3 Any wages not drawn by the Seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- 9.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- 9.5 A Seafarer who is 21 or over and is not a trainee shall be paid at the equivalent rate of an ordinary seaman.

#### Allotments §10

- 10.1 Each Seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of not less than 80% of basic wages after allowing for any deductions as specified in Article 9, in line with the provisions of ILO MLC Standard A2.2, paragraph 5.
- 10.2 The Seafarer at the time of signing the Seafarer's employment contract shall specify in writing the beneficiary details and exact bank account where allotment is to be remitted on monthly basis.
- 10.3 The Company shall arrange transfer of Seafarer's allotments to bank accounts as specified in Article 10.2 until the 20th day of the forthcoming month.

#### Leave §11

- 11.1 Each Seafarer shall, on the termination of employment for whatever reason, be entitled to payment of 7 days' leave for each completed month of service and pro rata for a shorter period.
- 11.2 Payment for leave shall be at the rate of pay applicable at the time of termination plus a daily allowance as specified in Annex 4.
- 11.3 The Company may arrange advanced payment of any earned leave period on a monthly basis thus enabling the timely growth of Seafarer's monthly net wage and more favorable allotment amount. Such payment shall be shown in the Seafarer's monthly wage account. Despite the monthly payments a Seafarer taking annual leave may only be recalled two months from date his/her signing off in cases of extreme emergency and with the Seafarer's consent."



## Subsistence Allowance

### §12

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

## Watch-keeping

### §13

- 13.1 Watch-keeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- 13.2 It shall be at the discretion of the Master which Seafarers are put into watches and which, if any, on day work.
- 13.3 While watch-keeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant national and international rules and regulations, and, also whenever deemed necessary by the Master or officer of the navigational watch.
- 13.4 The Master and Chief Engineer shall not normally be required to stand watches.

## Manning

### §14

- 14.1 The Ship shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a three watch system whenever required and in no case manned at a lower level than the attached manning scale in compliance with the relevant and applicable international laws, rules and regulations.
- The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, the Company and the ITF affiliated union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:
- persons engaged for security purposes should not undertake other Seafarers' duties;
  - only specific tasks authorized by the Master can be carried out by the riding squads;
  - classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
  - the riding squads workers shall be covered by an Agreement compliant with the minimum working conditions and protections within the appropriate ILO conventions and recommendations; and
  - riding squads should not be used to replace current crew or be used to undermine this Agreement

## Shorthand Manning

### §15

- 15.1 Where the complement falls short of the agreed manning, for whatever reasons, the basic wages of the shortage category shall be paid to the affected members of the concerned department. Every effort shall be made to make good the shortage before the ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Article 6.

## Service in Warlike Operations Areas/High Risk Areas

### §16

- 16.1 A warlike operations area or high risk zone will be designated by the ITF. The list of such ITF designated areas will be available in the ITF's website and amended from time to time. An updated list of the Warlike Operations areas shall be kept on board the vessels and shall be accessible to the crew.
- 16.2 At the time of the assignment the Company shall inform the Seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known during the period of the Seafarers' employment on the vessel the Company shall advise the Seafarers immediately.
- 16.3 If the vessel enters a Warlike Operations area:



- The Seafarer shall have the right not to proceed to such area. In this event the Seafarer shall be repatriated at Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.
- The Seafarer shall be entitled to a double compensation for disability and death provided that such death or disability has directly and solely resulted from the vessel's navigation in a Warlike Operations Area.
- The Seafarer shall also be paid a bonus equal to 100% of the daily basic wage for the durations of the ship's stay in a Warlike Operations area – subject to a minimum of 5 days pay.
- The Seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.

- 16.4 In addition to areas of warlike operations, the ITF may determine High Risk Areas and define, on a case-by-case basis, the applicable Seafarers' benefits and entitlements, as well as employers' and Seafarers' obligations. In the event of any such designations the provisions of Articles 16.1 and 16.2 shall apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.
- 16.5 In case a Seafarer may become captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective whether such act takes place within or outside ITF designated areas referred to in this Article, the Seafarer's employment status and entitlements under this Agreement shall continue until the Seafarer's release and thereafter until the Seafarer is safely repatriated to his/her home or place of engagement or until all Company's contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Company shall also make every effort to provide captured Seafarers, with extra protection, food, welfare, medical and other assistance as necessary.

#### Crew's Effects §17

- 17.1 When any Seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the vessel, or as a result of fire, flooding, collision, or an act of piracy or armed robbery against ships/hostage taking, excluding any loss or damage caused by the Seafarer's own fault or through theft or misappropriation, they shall be entitled to receive from the Company compensation up to a maximum specified in Annex 4.
- 17.2 The Seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
- 17.3 The Company shall take measures for safeguarding property left on board by sick, injured or deceased Seafarers and for returning it to them or to their next of kin.

#### Termination of Employment §18

- 18.1 The employment shall be terminated:
- upon the expiry of the agreed period of service identified in Article 4;
  - when signing off owing to sickness or injury, after medical examination in accordance with Article 21.
- 18.2 The Company may terminate the employment of a Seafarer:
- by giving one month's written notice to the Seafarer;
  - If the Seafarer has been found to be in serious default of his employment obligations in accordance with Article 20;
  - upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the Ship.
- 18.3 A Seafarer to whom this Agreement applies may terminate employment:
- by giving one month's written notice of termination to the Company or the Master of the ship;
  - when, during the course of a voyage it is confirmed that the spouse, partner (when nominated by the Seafarer as the next of kin), parent or dependent child has fallen dangerously ill or dies;

- c. if the ship is about to sail into a warlike operations area or a High Risk Area, in accordance with Article 16 of this Agreement;
- d. if the Seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration of trading pattern;
- e. if the ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW) 1995, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships as supplemented by the Protocol of 1996 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;
- f. if the ship has been arrested and has remained under arrest for 30 days;
- g. if after any agreed grievance procedure has been invoked, the Company has not complied with the terms of this Agreement;

18.4 A Seafarer shall be entitled to receive compensation of two months' basic pay on termination of his/her employment in accordance with 18.2(a) and (c), 18.3(c), (d), (e), (f) and (g) above and Article 23.1. If the employment should have been terminated due to expiration of the agreed period of service less than two months upon termination on a ground referred to in the preceding sentence, such compensation shall be limited to the actual period remaining to the expiration of the Seafarer's employment contract.

18.5 It shall not be grounds for termination if, during the period of the agreement, the Company transfers the Seafarer to another vessel belonging or related to the same owner/manager, on the same rank and wages and all other terms, if the second vessel is engaged on the same or similar voyage patterns. There shall be no loss of earnings or entitlements during the transfer and the Company shall be liable for all costs and subsistence for and during the transfer.

#### **Repatriation/ Embarkation** **§19**

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

19.2 During repatriation for normal reasons, the Company shall be liable for the following costs until the Seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:

- a. payment of basic wages between the time of discharge and the arrival of the Seafarer at their place of original engagement or home;
- b. the cost of accommodation and food;
- c. reasonable personal travel and subsistence costs during the travel period;
- d. transportation of the Seafarer's personal effects up to the amount allowed free of charge by the relevant carrier agreed with the Company.

19.3 A Seafarer shall be entitled to repatriation at the Company's expense on termination of employment as per Article 18 except where such termination arises under Article 18.2(b). For the avoidance of doubt, if a Seafarer requests repatriation without giving/complying with the notice of termination given, as laid down in Article 18.3 (a), subject neither of the circumstances under Article 18.3 (b), (c), (d), (e), (f) or (g) exists, and the Company agrees to repatriate him/her, the repatriation shall be at Seafarer's expense. The Company shall be entitled to recover from the Seafarer's balance of wages the costs involved with repatriating him/her.

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

#### **Misconduct** **§20**

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




- 20.2 In the event of the dismissal of a Seafarer in accordance with this clause, the Company shall be entitled to recover from that Seafarer's balance of wages the costs involved with repatriating the Seafarer together with such costs incurred by the Company as are directly attributable to the Seafarers proven misconduct. Such costs do not, however, include the costs of providing a replacement for the dismissed Seafarer.
- 20.3 For the purpose of this Agreement, refusal by any Seafarer to obey an order to sail the ship shall not amount to a breach of the Seafarers employment obligations where:
- a. the ship is unseaworthy or otherwise substandard as defined in Article 18.3 (e);
  - b. for any reason it would be unlawful for the ship to sail;
  - c. the Seafarer has a genuine grievance against the Company in relation to the implementation of this Agreement and has complied in full with the terms of the Company's grievance procedure; or
  - d. the seafarer refuses to sail into a warlike area or a High Risk Area as identified in Article 16.
- 20.4 The Company shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breaches of employment obligations and with seafarers' complaints or grievances. Such procedures shall be available and equally apply to all crewmembers including Masters. It shall allow seafarers to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.

### Medical Attention §21

- 21.1 A Seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies, at the Company's expense.
- 21.2 A Seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the Company's expense for as long as such attention is required or until the Seafarer is repatriated pursuant to Article 19, whichever is the earlier. A Seafarer who is a resident of an EU country shall be in possession of a valid European health card or an equivalent document, otherwise in case of medical attention in an EU country, the Company may claim from such Seafarer reimbursement of the expenses made.
- 21.3 A Seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the Company's expense:
- a. in the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports;
  - b. in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with Article 24.2 concerning permanent disability;
  - c. in those cases where, following repatriation, Seafarers have to meet their own medical care costs, in line with Article 21.3 (a), they may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended.
- 21.4 If the Seafarer is member of a benefit scheme (including health insurance) that covers expenses of his/her treatment after signing off, the Company's treatment obligation ceases to the extent that the treatment is covered by such benefits.
- 21.5 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed, where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the Seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the ITF affiliate union and the decision of this doctor shall be final and binding on both parties.
- 21.6 In the case of a Seafarer repatriated unfit as a result of sickness or injury due to his/her own fault (including when such sickness or injury are caused under the influence of narcotics and/or alcohol) the Company shall be entitled to recover from that Seafarer's balance of wages the costs involved for medical treatment and repatriation. In such cases Seafarer will not be entitled to Sick Pay as specified in Article 22.

### Sick Pay §22

- 22.1 When a Seafarer is landed at any port because of sickness or injury a pro rata payment of their basic wages plus for a period of up to fifteen (15) days, guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the Company's expense as specified in Article 19.

- 22.2 Thereafter the Seafarer shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days after repatriation. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- 22.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured Seafarer has been cured or until a medical determination is made in accordance with Article 24.2 concerning permanent disability.
- 22.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the Seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Seafarer and the decision of this doctor shall be final and binding on both parties.
- 22.5 The provisions of Articles 22.1, 22.2, 22.3 and 22.4 shall not apply in cases where the Seafarer refuses to be tested for the presence of alcohol and/or narcotics in the bloodstream in accordance with the procedures applicable for the ship.

**Maternity**  
**§23**

- 23.1 In the event that a crew member becomes pregnant during the period of employment:
- a. the Seafarer shall advise the Master as soon as the pregnancy is confirmed;
  - b. the Company will repatriate the Seafarer as soon as reasonably possible but in no case later than the 26<sup>th</sup> week of pregnancy; and where the nature of the vessel's operations could in the circumstances be hazardous – at the first port of call.
  - c. the Seafarer shall be entitled to receive contractual pay for the full contract period, plus 100 days basic pay;
  - d. the Seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such a vacancy be available.

**Disability**  
**§24**

- 24.1 A Seafarer who suffers permanent disability as a result of an accident whilst in the employment of the Company regardless of fault, including accidents occurring while travelling to or from the ship, and whose ability to work as a Seafarer is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.
- 24.2 The disability suffered by the Seafarer shall be determined by a doctor appointed by the Company. If a doctor appointed by or on behalf of the Seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Seafarer and the decision of this doctor shall be final and binding on both parties.
- 24.3 The Company shall provide disability compensation to the Seafarer in accordance with the following table, with any differences, including less than 10% disability, to be pro rata.

2022			
Degree of Disability	Rate of Compensation		
Percentage (%)	Ratings	Junior Officers	Senior Officers (4)
100	108,012	144,015	180,018
75	81,008	108,012	135,013
60	64,807	86,409	108,012
50	54,006	72,008	90,010
40	43,204	57,607	72,008
30	32,404	43,204	54,006
20	21,603	28,803	36,006
10	10,802	14,402	18,002

2023			
Degree of Disability	Rate of Compensation		
Percentage (%)	Ratings	Junior Officers	Senior Officers (4)
100	109,632	146,175	182,718
75	82,223	109,632	137,038
60	65,779	87,705	109,632
50	54,816	73,088	91,360
40	43,852	58,471	73,088
30	32,890	43,852	54,816
20	21,927	29,235	36,546
10	10,964	14,618	18,272

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

- 24.4 A Seafarer whose disability, in accordance with 24.2 above is assessed at 50% or more under the attached Annex 6 shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any Seafarer assessed at less than 50% disability but certified as permanently unfit for further sea service in any capacity by the Company-nominated doctor, shall also be entitled to 100 % compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in 24.2 above.
- 24.5 The Company, in discharging its responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a valid claim arises, payment should be made promptly and in full, and there should be no pressure by the Company or by the representative of the insurers for a payment less than the contractual amount due under this Agreement. Where the nature of the personal injury makes it difficult for the Company to make a full payment of the claim, consideration to be given to the payment of an interim amount so as to avoid undue hardship.
- 24.6 Any payment effected under 24.1 to 24.5 above, shall be without prejudice to any claim for compensation made in law, but shall be deducted from any settlement in respect of such claim.
- 24.7 The provisions of Articles 24.1, 24.2, 24.3, 24.4 and 24.5 shall not apply in cases where the Seafarer refuses to be tested for the presence of alcohol and/or narcotics in the bloodstream in accordance with the procedures applicable for the ship.

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

- 25.1 If a seafarer dies through any cause whilst in the employment of the Company including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, but excluding death due to wilful acts, the Company shall pay the sums specified in the attached Annex 4 to the heirs-at-law of the deceased Seafarer entitled to inherit in accordance with the legally stipulated preferential order up to and including 2<sup>nd</sup> level heirs and surviving spouse, otherwise to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18 (eighteen). If the heirs-at-law of the deceased Seafarer are minors, the aforementioned sum shall be paid to their surviving parent or the legal guardian unless special measures should be undertaken for protection of the children. The Company shall also transport at its own expense the body to the seafarer's home where practical and at the families' request and pay the cost of burial expenses. Where the death has occurred at sea the repatriation of the body shall be carried out at the next scheduled port of call, subject to national legislation and as quickly as possible. For the purpose of this Article a Seafarer shall be regarded as "in employment of the Company" for so long as the provisions of Articles 21 and 22 apply and provided the death is directly attributable to sickness or injury that caused the Seafarer's employment to be terminated in accordance with Article 18.1 b).
- 25.2 The provisions of Article 24.5 above shall also apply in the case of compensation for Loss of Life - Death in Service as specified in this Article.



## **Insurance Cover**

### **§26**

26.1 The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement. Further, the Company shall ensure that a financial security system be provided on board to protect the crew against abandonment and to guarantee resolution of claims arising from 2014 amendments to MLC, 2006. The details of the applicable financial security system shall be posted in a conspicuous place on board where it is available to the Seafarers.

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

### **§27**

27.1 The Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the draft ILO Consolidated Maritime Labour Convention 2006 and shall give due consideration to the Guidelines in that Convention.

27.2 In addition, the Company shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment shall be of good quality.

27.3 The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.

27.4 Seafarers will have access to free call on a one-off basis linked to compassionate circumstances as per Article 18.3 emergencies.

27.5 Where equipment and cost allows, during off duty hours, Seafarers shall have the possibility to access internet for the purpose of communicating with home, social networking and other needs.

## **Personal Protective Equipment**

### **§28**

28.1 The Company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations, which specify any additional equipment, for the use of each Seafarer while serving on board.

28.2 The Company will supply the crew with appropriate personal protective equipment for the nature of the job.

28.3 Seafarers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment.

28.4 If the necessary safety equipment is not available to operate in compliance with any of the above regulations, Seafarers should not be permitted or requested to perform the work.

28.5 Seafarers shall use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the Company.

## **Shipboard Safety Committee**

### **§29**

29.1 The Company shall facilitate the establishment of an on board Safety and Health Committee, in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Ship at Sea and in Port, and as part of their safety-management system.

29.2 The Company shall provide a link between the Company and those on board through the designation of a person or persons ashore having direct access to the highest level of management as per the requirements of the ISM Code. The Company shall also designate an on board competent safety Officer who shall implement the Company's safety and health policy and programme and carry out the instructions of the Master to:

- a. improve the crew's safety awareness; and
- b. investigate any safety complaints brought to her/his attention and report the same to the Safety and Health Committee and the individual, where necessary; and

- c. investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
- d. carry out safety and health inspections.

29.3 The Company acknowledges the right of the crew to elect a safety representative to the on board Safety and Health Committee. Such a representative shall be entitled to the same protections as the liaison representative as provided for in 30.5 below.

**Membership Fees, Welfare Fund and Representation of Seafarers**  
**§30**

- 30.1 Subject to national legislation, in order to be covered by this agreement, all Seafarers shall be members of an appropriate national trade union affiliated to the ITF or of the ITF, allocated to the Special Seafarers' Department.
- 30.2 The Company shall arrange to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the relevant organisation.
- 30.3 The Company shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- 30.4 The Company acknowledges the right of Seafarers to participate in union activities and to be protected against acts of anti-union discrimination as per ILO Conventions Nos. 87 and 98.
- 30.5 The Company acknowledges the right of the Seafarers to elect a liaison representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the Seafarer's duties as a liaison representative unless the ITF affiliated union has been given adequate notice of the dismissal.

**Equality**  
**§31**

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

**Waivers and Assignments**  
**§32**

- 32.1 The Company undertakes not to demand or request any Seafarer to enter into any document whereby, by way of waiver or assignment or otherwise, the Seafarer agrees or promises to accept variations to the terms of this Agreement or return to the Company, their servants or agents any wages (including backwages) or other emoluments due or to become due to the Seafarer under this Agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect.

**Breach of the Agreement**  
**§33**

- 33.1 If the Company breaches the terms of this agreement the ITF or the ITF affiliated union, for itself or acting on behalf of the Seafarers, and/or any Seafarer shall be entitled to take such measures against the Company as may be deemed necessary to obtain redress.

**Amendment of the Agreement**  
**§34**

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



Validity of the Agreement  
§35

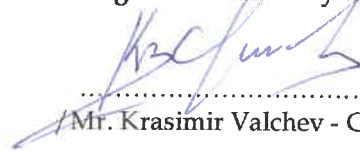
35.1 This Agreement shall enter into force on 1<sup>st</sup> January 2022 and shall continue to be in force until 31<sup>st</sup> December 2023. Thereafter, the term shall be automatically renewed for one year renewal periods unless terminated by either party by giving at least two months prior written notice to the other party.

Signed on behalf of the Companies:



.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

Signed on behalf of the ITF  
Bulgarian Seamen's Syndicate



.....  
/Mr. Krasimir Valchev - Chairman/

## ANNEX 1

### LIST OF VESSELS:

1. Name of ship: "BALGARKA"  
Distinctive number of letters: 9HRD7  
Port of Registry: Valletta  
Date of registry: 01 November 2004  
Gross tonnage: 13,737  
IMO number: 9158159  
Type of ship: Bulk Carrier  
Company: Dolly Maritime Ltd., Malta
2. Name of ship: "BELASITZA"  
Distinctive number of letters: 9HA2903  
Port of Registry: Valletta  
Date of registry: 03 June 2012  
Gross tonnage: 19,906  
IMO number: 9498262  
Type of ship: Bulk Carrier  
Company: Belasitza Maritime Ltd., Marshall Islands
3. Name of ship: "BELMEKEN"  
Distinctive number of letters: 9HA3894  
Port of Registry: Valletta  
Date of registry: 28.04.2010  
Gross tonnage: 18,873  
IMO number: 9576014  
Type of ship: Bulk Carrier  
Company: Belmeken Maritime Ltd., Marshall Islands
4. Name of ship: "BOGDAN"  
Distinctive number of letters: 9HA5315  
Port of Registry: Valletta  
Date of registry: 24 September 2021  
Gross tonnage: 20,848  
IMO number: 9905710  
Type of ship: Bulk Carrier  
Company: Bogdan Navigation Ltd., Malta
5. Name of ship: "BUZLUDJA"  
Distinctive number of letters: 9HA5128  
Port of Registry: Valletta  
Date of registry: 12.2019  
Gross tonnage: 29,076  
IMO number: 9835783  
Type of ship: Bulk Carrier  
Company: Buzludja Maritime Ltd., Marshall Islands
6. Name of ship: "CHUMERNA"  
Distinctive number of letters: 9HA2987  
Port of Registry: Valletta  
Date of registry: 24.05.2012  
Gross tonnage: 24,167  
IMO number: 9621871  
Type of ship: Bulk Carrier  
Company: Navibulgar Shipping Limited, Malta



7. Name of ship: "HEMUS"  
Distinctive number of letters 9HHP9  
Port of Registry: Valletta  
Date of registry: 10.06.2008  
Gross tonnage: 25,327  
IMO number: 9354791  
Type of ship: Bulk Carrier  
Company: Alexander Maritime Ltd., Marshall Islands

8. Name of ship: "KOM"  
Distinctive number of letters 9HA5314  
Port of Registry: Valletta  
Date of registry: 20 August 2021  
Gross tonnage: 20,848  
IMO number: 9905708  
Type of ship: Bulk Carrier  
Company: Kom Navigation LTD, Malta

9. Name of ship: "LUDOGORETS"  
Distinctive number of letters 9HA4362  
Port of Registry: Valletta  
Date of registry: 24.06.2010  
Gross tonnage: 20,491  
IMO number: 9415155  
Type of ship: Bulk Carrier  
Company: Ludogorets Maritime Ltd., Marshall Islands

10. Name of ship: "LYULIN"  
Distinctive number of letters 9HA2582  
Port of Registry: Valletta  
Date of registry: 29 April 2011  
Gross tonnage: 19,906  
IMO number: 9498248  
Type of ship: Bulk Carrier  
Company: Lyulin Maritime Ltd., Marshall Islands

11. Name of ship: "MALYOVITSA"  
Distinctive number of letters 9HA5238  
Port of Registry: Valletta  
Date of registry: 27.05.2020  
Gross tonnage: 29,076  
IMO number: 9835795  
Type of ship: Bulk Carrier  
Company: Malyovitsa Maritime Ltd., Marshall Islands

12. Name of ship: "MIDJUR"  
Distinctive number of letters 9HA5085  
Port of Registry: Valletta  
Date of registry: 09.2019  
Gross tonnage: 29,076  
IMO number: 9835771  
Type of ship: Bulk Carrier  
Company: Midjur 1 Maritime Ltd., Marshall Islands

13. Name of ship: "MILIN KAMAK"  
Distinctive number of letters 9HA5239  
Port of Registry: Valletta  
Date of registry: 24.06.2020  
Gross tonnage: 29,041  
IMO number: 9841641  
Type of ship: Bulk Carrier  
Company: Milin Kamak Maritime Ltd., Marshall Islands



14. Name of ship: "MURGASH"  
Distinctive number of letters 9HA3634  
Port of Registry: Valletta  
Date of registry: 24.02.2006  
Gross tonnage: 25,312  
IMO number: 9188908  
Type of ship: Bulk Carrier  
Company: Navibulgar Shipping Limited, Malta

15. Name of ship: "OBORISHTE"  
Distinctive number of letters 9HA4363  
Port of Registry: Valletta  
Date of registry: July 2010  
Gross tonnage: 20,491  
IMO number: 9415167  
Type of ship: Bulk Carrier  
Company: Oborishte Maritime Ltd., Marshall Islands

16. Name of ship: "OKOLCHITSA"  
Distinctive number of letters 9HA5234  
Port of Registry: Valletta  
Date of registry: 17.08.2020  
Gross tonnage: 29,041  
IMO number: 9841653  
Type of ship: Bulk Carrier  
Company: Okolchitsa Maritime Ltd., Marshall Islands

17. Name of ship: "OSOGOVO"  
Distinctive number of letters 9HA2725  
Port of Registry: Valletta  
Date of registry: 27 November 2011  
Gross tonnage: 19,906  
IMO number: 9498250  
Type of ship: Bulk Carrier  
Company: Osogovo Navigation Ltd., Marshall Islands

18. Name of ship: "PERELIK"  
Distinctive number of letters 9HA5548  
Port of Registry: Valletta  
Date of registry:  
Gross tonnage: 20,848  
IMO number: 9905722  
Type of ship: Bulk Carrier  
Company: Perelik Navigation Ltd, Malta

19. Name of ship: "PERSENK"  
Distinctive number of letters 9HA3893  
Port of Registry: Valletta  
Date of registry: 14 August 2015  
Gross tonnage: 18,873  
IMO number: 9578995  
Type of ship: Bulk Carrier  
Company: Persenk Maritime Ltd., Marshall Islands



20. Name of ship: "PIRIN"  
 Distinctive number of letters: 9HXN8  
 Port of Registry: Valletta  
 Date of registry: 02 November 2007  
 Gross tonnage: 13.965  
 IMO number: 9381861  
 Type of ship: Bulk Carrier  
 Company: Georgi Maritime Ltd., Marshall Islands

21. Name of ship: "PLANA"  
 Distinctive number of letters: 9HA5055  
 Port of Registry: Valletta  
 Date of registry: 07.2019  
 Gross tonnage: 29,076  
 IMO number: 9835769  
 Type of ship: Bulk Carrier  
 Company: Plana Maritime Ltd., Marshall Islands

22. Name of ship: "RILA"  
 Distinctive number of letters: 9HA4496  
 Port of Registry: Valletta  
 Date of registry: 01.07.2017  
 Gross tonnage: 27,781  
 IMO number: 9754915  
 Type of ship: Bulk Carrier  
 Company: Navibulgar Malta Limited, Malta

23. Name of ship: "RODOPI"  
 Distinctive number of letters: 9HA2990  
 Port of Registry: Valletta  
 Date of registry: 13.08.2012  
 Gross tonnage: 19,906  
 IMO number: 9498274  
 Type of ship: Bulk Carrier  
 Company: Rodopi Maritime Ltd., Marshall Islands

24. Name of ship: "ROJEN"  
 Distinctive number of letters: 9HA4756  
 Port of Registry: Valletta  
 Date of registry: 01.2019  
 Gross tonnage: 27,781  
 IMO number: 9754927  
 Type of ship: Bulk Carrier  
 Company: Navibulgar Malta Limited, Malta

25. Name of ship: "RUEN"  
 Distinctive number of letters: 9HA4276  
 Port of Registry: Valletta  
 Date of registry: December 2016  
 Gross tonnage: 27,781  
 IMO number: 9754903  
 Type of ship: Bulk Carrier  
 Company: Navubulgar Malta Limited, Malta

26. Name of ship: "STARA PLANINA"  
 Distinctive number of letters: 9HTY8  
 Port of Registry: Valletta  
 Date of registry: 23 July 2007  
 Gross tonnage: 25.327  
 IMO number: 9381873  
 Type of ship: Bulk Carrier  
 Company: Stara Planina Shipping Ltd., Marshall Islands

27. Name of ship: "STRANDJA"  
Distinctive number of letters 9HA2483  
Port of Registry: Valletta  
Date of registry: 09 February 2011  
Gross tonnage: 19,865  
IMO number: 9564140  
Type of ship: Bulk Carrier  
Company: Balkan Navigation Ltd., Marshall Islands

28. Name of ship: "VESLETS"  
Distinctive number of letters 9HA2988  
Port of Registry: Valletta  
Date of registry: 2012  
Gross tonnage: 24,167  
IMO number: 9621883  
Type of ship: Bulk Carrier  
Company: Navibulgar Shipping Limited, Malta

29. Name of ship: "VIDEN"  
Distinctive number of letters 9HA2980  
Port of Registry: Valletta  
Date of registry: 2012  
Gross tonnage: 24,167  
IMO number: 9621869  
Type of ship: Bulk Carrier  
Company: Navibulgar Shipping Limited, Malta

30. Name of ship: "VITOSHA"  
Distinctive number of letters 9HA2482  
Port of Registry: Valletta  
Date of registry: 09 February 2011  
Gross tonnage: 19,865  
IMO number: 9564138  
Type of ship: Bulk Carrier  
Company: Vitosha Maritime Ltd., Marshall Islands

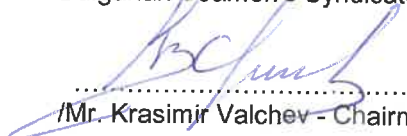
31. Name of ship: "VOLA"  
Distinctive number of letters 9HA2986  
Port of Registry: Valletta  
Date of registry: 2012  
Gross tonnage: 24,167  
IMO number: 9621895  
Type of ship: Bulk Carrier  
Company: Navibulgar Shipping Limited, Malta

Signed on behalf of the Companies:



.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

Signed on behalf of the ITF  
Bulgarian Seamen's Syndicate:



.....  
/Mr. Krasimir Valchev - Chairman/

## ANNEX 2

No	Rank	Basic Wage	Guaranteed Overtime	Overtime Rate	Social Security	Leave pay	Leave Subsidute	Loyalty Bonus	TOTAL	Medi cal exam.	Allowa nce IMO/ STSW Tranin g	WF/ OB	TOTAL crew cost
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Master	4269	3171	30.79	130	996	126	75	8767	11	72	41	8891
2	Chief engineer	4167	3096	30.06	130	972	126	75	8566	11	72	41	8690
3	Chief officer	3147	2339	22.70	130	734	126	50	6526	11	72	41	6650
4	1st engineer	3198	2376	23.07	130	746	126	50	6626	11	72	41	6750
5	2nd officer	1739	1293	12.54	130	406	126	50	3744	11	72	41	3868
6	2nd engieer	1739	1293	12.54	130	406	126	50	3744	11	72	41	3868
7	El. Engineer	2454	1822	17.70	130	573	126	50	5155	11	72	41	5279
8	3th officer	1613	1199	11.63	130	376	126	50	3494	11	72	41	3618
9	3th engineer	1613	1199	11.63	130	376	126	50	3494	11	72	41	3618
10	Junior Deck Officer	531	395	3.83	110	124	126	0	1286	11	72	41	1410
11	Junior Eng. Officer	531	395	3.83	110	124	126	0	1286	11	72	41	1410
12	Junior Elict. Officer	591	440	4.26	110	138	126	0	1405	11	72	41	1529
13	Electricion	1223	907	8.82	130	285	126	50	2721	11	72	41	2845
14	Deck boatswain	839	623	6.05	110	196	126	25	1919	11	72	41	2043
15	Donkeyman/fiiter	890	660	6.42	110	208	126	25	2019	11	72	41	2143
16	Cook	839	623	6.05	110	196	126	25	1919	11	72	41	2043
17	<b>Able seaman</b>	<b>754</b>	<b>560</b>	<b>5.44</b>	<b>110</b>	<b>176</b>	<b>126</b>	<b>25</b>	<b>1751</b>	<b>11</b>	<b>72</b>	<b>41</b>	<b>1875</b>
18	Motorman	754	560	5.44	110	176	126	25	1751	11	72	41	1875
19	Ordinary seaman	513	382	3.70	110	120	126	25	1276	11	72	41	1400
20	OS/STW	531	395	3.83	110	124	126	25	1311	11	72	41	1435
21	OS/FTR	890	660	6.42	110	208	126	25	2019	11	72	41	2143
22	Wiper	465	346	3.35	110	109	126	25	1181	11	72	41	1305
23	Deck Boy	405	300	2.92	110	95	126	25	1061	11	72	41	1185
24	Catering Boy	405	300	2.92	110	95	126	25	1061	11	72	41	1185
	TCC	30598	22732		2250	7141	2394	725	64089				68196

1. Wage scale;

2. The parties hereto agree that the Loyalty Bonus laid down in column eight (8) above may increase if the following conditions are fulfilled:

2.1. the Seafarer has previously served on board a vessel, owned/bareboatchartered by any Company or other vessel operated by the Operator for the minimum period set forth in his seafarer's employment contract, or if repatriated earlier, has not been repatriated on disciplinary grounds;

2.2. the Seafarer has not committed disciplinary offences during the term of his previous employment and not has been repatriated at his/her request or on disciplinary grounds;

2.3. the Seafarer has returned to serve on the Company's vessel within one (1) year of termination of his previous seafarer's employment contract for service on board a vessel referred to in Art. 2.1., provided that within that period he hasn't served on other vessel/s not included in Art.2.1 hereinabove.




2.4. 3. The Loyalty Bonus may increase for each subsequent Seafarer's employment contract with the amount indicated in column eight (8) of Annex 2 for the seafarer's position up to five times the amount stated in this column depending on the number of the consecutive Seafarer's employment contracts for which the conditions of Article 2 hereinabove have been met without interruption. In carrying out the assessment if the Seafarer is entitled to receive an increase of the Loyalty Bonus and its amount the respective Company shall take into account each of his Seafarer's employment contracts duly effective or concluded on or after 1<sup>st</sup> of October 2015 with the Company and with any other company, owner/bareboat charterer of a vessel operated by the Operator and belonging to the Operator's group.

4. The Loyalty Bonus which differs from the amount stated for the Seafarer's position in column eight (8) of Annex 2 shall be laid down in the seafarer's employment contract and shall be calculated independently by the Company.

5. Each master, chief officer, chief engineer, first engineer and electro engineer (hereinafter collectively "officers" and individually "officer") that has served on board a vessel, listed in Annex 1 to the CBA or that has been listed in Annex 1 to the CBA during his period of service (the "First Vessel") for the minimum period set forth in his seafarer's employment contract, or if repatriated earlier has not been repatriated on disciplinary grounds or at his will, has not committed disciplinary offences and has returned to serve on the same or other vessel, listed in Annex 1 to the CBA within a period, advised in advance in writing, but in any event not exceeding three (3) months, upon termination of his preceding seafarer's employment contract, shall be entitled at Operator's discretion to receive an one-off return bonus pro rata on the basis of actual time in service on the First Vessel amounting as follows:

- For the masters: United States Dollars Eight Hundred and Fifty (USD 850) per month (considered as consisting of 30 days);
- For the chief officers: United States Dollars Six Hundred (USD 600) per month (considered as consisting of 30 days);
- For the chief engineers: United States Dollars One Thousand and Fifty (USD 1 050) per month (considered as consisting of 30 days);
- For the first engineers: United States Dollars Eight Hundred and Fifty (USD 850) per month (considered as consisting of 30 days);
- For the electro engineers: United States Dollars Five Hundred (USD 500) per month (considered as consisting of 30 days).

6. For the avoidance of doubt an officer that has concluded a Seafarer's employment contract with a Company shall be regarded as "returned to serve on a vessel, listed in Annex 1 to the CBA" on the day on which he leaves his country of residence (or Bulgaria as the case may be) to join the respective vessel.

7. Subject the conditions of Article 5 are met the return bonus shall be paid to the respective officer by the Company on which vessel the officer has been subsequently employed (the "Subsequent Company"). If after termination of the Seafarer's employment contract with the Subsequent Company the officer returns again to serve on board the same or other vessel, listed in Annex 1 to the CBA and all conditions set out in Art. 5 above are fulfilled the officer shall be entitled to the same return bonus which shall be paid by the next Company with which the Seafarer's employment contract is concluded. The rule laid down in the previous sentence, namely that the Company with which the subsequent Seafarer's employment contract has been made pay the return bonus, if due, shall apply to each subsequent seafarer's employment contract.

8. For the purposes of calculating the return bonus for the next employment, if due, for the officers currently employed by a Subsequent Company as at the entry into force of the CBA dated 1<sup>st</sup> of January 2022, the period in service on board the First Vessel shall be deemed to commence on the date laid down in Article 6. For the avoidance of doubt and notwithstanding the provisions of the seafarer's employment contract, Collective Bargaining Agreement dated 13<sup>th</sup> July 2020 (as amended, supplemented, varied and extended) between the parties to the contrary, the time already served on board such First Vessel before entry into force of the CBA dated 1<sup>st</sup> of January 2022 shall not double count for calculation



of the return bonus.

on behalf of the Companies:

Signed by: .....



**/ Aleksandar Kalchev -  
Executive Director of  
Navigation Maritime Bulgare /**

on behalf of the ITF :  
**Bulgarian Seamen's Syndicate**

Signed by: .....



**/Krasimir Valchev, Chairman/**


ANNEX 3  
NATIONAL HOLIDAYS

<u>DATE</u>	<u>NAME</u>	<u>REMARK</u>
January 1	New Year's Day	
March 3	Liberation Day	Liberation from Ottoman rule
Moveable Date	Orthodox Good Friday	
Moveable Date	Orthodox Easter Saturday	
Moveable Date	Orthodox Easter Sunday	
Moveable Date	Orthodox Easter Monday	
May 1	Labour Day	
May 6	St. George's Day	Day of Bulgarian Army
May 24	Bulgarian Education and Culture And Slavic Alphabet Day	Celebrating Bulgarian culture and Cyrillic alphabet
September 6	Union Day	Union of Bulgaria and Eastern Romelia
September 22	Independence Day	Independence from Ottoman Empire
December 24	Christmas Eve	
December 25	Christmas Day	
December 26	Second Day of Christmas	

Signed on behalf of the Companies:

  
.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

Signed on behalf of the ITF  
Bulgarian Seamen's Syndicate

  
.....  
/Mr. Krasimir Valchev - Chairman/

ANNEX 4

Schedule of Cash Benefits

Article 25

Compensation for Loss of Life:

2022-2023

1. to the 1<sup>st</sup> or 2<sup>nd</sup> level heirs-at-law and surviving spouse/nominated beneficiary :

2022 total of US \$ 108,012

2023 total of US \$ 109,632

2. to each dependent child under the age of 18 (subject to a maximum of 4)

2022 - \$21,603

2023 - \$21,927

Notwithstanding Article 25.1 the Seafarer shall not be regarded "in employment of the Company" when the death that is directly attributable to sickness that caused the Seafarer's employment to be terminated occurs during the period of hospitalization under Article 21 or during the 130 days period upon repatriation and is a result from the following diseases: cancer, chronic illness, HIV/AIDS.

Article 11

Leave:

Daily allowance whilst on paid leave: US\$18

Article 17

Crew's Effects:

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

Article 30

Membership Fees, Welfare Fund and Representation of Seafarers:

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

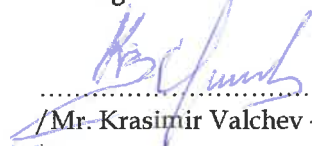
Company's contribution to the ITF Seafarers' International Assistance, Welfare and Protection Fund: US\$ 250 per position per year.

Company deducts from each Seafarer's wage and transfers to a bank account specified by the Bulgarian Seamen's Syndicate Membership fees in amount of 1% pro rata based on total wage (Annex 2 + Annex 8) payable to the Seafarer and 15 USD monthly additional fee.

Signed on behalf of the Companies:

  
.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

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.....  
/Mr. Krasimir Valchev - Chairman/

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

5. This system shall be applied to the deck and engine departments in all seagoing Ships. Neither the Master nor the Chief Engineer shall be required to stand watches, and shall not be required to perform non-supervisory work.
6. The number of qualified personnel on board Ships shall be at least such as to ensure compliance with the 1978 International Convention on Standards of Training, Certification and Watch-keeping for Seafarers and the IMO Assembly Resolution on Principles of Safe Manning A.890(21) as amended by A.955(23).

### Safety and Hygiene

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

### Interlinkage of Shipboard Activities

8. The fact that all shipboard activities are interlinked must be the guiding principle governing the manning considerations set forth under "Further Criteria" above. For example, safe navigation cannot be undertaken if propulsion equipment, steering gear, radio-navigation or radio-communication equipment are malfunctioning. Similarly the health of those aboard will determine their availability to function in the optimum manner necessary for the safe operation of the Ship. Sea going Ships shall carry a competent person in charge of medical care on board, in line with Regulation VI/4 (Mandatory minimum requirements relating to medical first aid and medical care) of the 1978 STCW Convention and the applicable Sections of the STCW Code, Parts A and B.

### The Network Factor

9. The "network" factor, i.e. the fact that all Ships are interdependent upon one another for mutual assistance must be kept in mind in considering manning requirements. The planning must be adequate to ensure the capability of the Ship to go to the aid of a Ship in distress. Accordingly, there must be reliable radio-communications for alerting purposes to describe its plight and what assistance it requires and for co-ordinating assistance for the Ship in distress. There must be sufficient competent manpower on board each Ship to handle the Ship's own lifeboats in a safe and efficient manner to participate in other life-saving procedures.

### Conclusion

10. Minimum manning requirements does not mean the minimum number in the sense of the fewest tolerable, but means the minimum number that will be adequate for the safety of the Ship, crew and passengers, property and the environment at all times.
11. Every vessel shall be sufficiently manned for the purpose of preventing excessive strain upon the crew and avoiding or minimising as far as practicable the working of overtime.
12. It is the firm view of the ITF that all the above matters must be fully considered as a prerequisite to considering manning requirements on a numerical basis and guidelines formulated in accordance therewith.

### Manning Scales

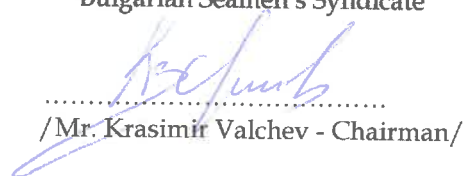
13. The attached manning scales (1-5) are to be regarded as minimum safe manning.
14. In negotiations with Owners and national administrations ITF affiliates shall also take into consideration the principles set out in the above ITF policy on manning of Ships.

Signed on behalf of the Companies:



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/Mr. Aleksandar Kalchev  
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Bulgarian Seamen's Syndicate



.....  
/Mr. Krasimir Valchev - Chairman/

## ANNEX 5

### ITF Policy on Manning of Ships

1. The basic principles involved in arriving at manning requirements should be considered prior to considering the numbers of each type of Officer or Rating that might be required. The following basic concepts have a bearing on manning:

#### Recognition and Development Criteria

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

2. Among the criteria which have traditionally been used for this purpose are the following:
  - a) trading area (e.g. home trade [A1], middle trade [A2], world-wide trade [A3 and A4])
  - b) number, size and type of main propulsion units (HP/KW, diesel or steam) and auxiliaries
  - c) tonnage (GT)
  - d) safety of voyage between ports (e.g. duration of voyage, nature of voyage)
  - e) construction and technical equipment of Ship
  - f) catering needs
  - g) sanitary regulations
  - h) watchkeeping arrangements
  - i) responsibilities in connection with cargo handling in port
  - j) medical care aboard Ship

##### Further Criteria

3. As a result of the social evolution and the changes that have taken place within the shipbuilding and shipping industries and in particular in view of the increasing importance of social aspects in shipboard employment there are further criteria governing the manning of Ships. Consequently, the following factors should be added to those listed in paragraph. 2 a)-j) above:
  - a) Safe watchkeeping requirements and procedures
  - b) Provisions regarding working hours
  - c) The maintenance function as it relates to:
    - i) Ship machinery and support equipment
    - ii) radio-communications and radio-navigation equipment
    - iii) other equipment (including cargo support and handling equipment) and
    - iv) navigation and safety equipment
  - d) The human complement necessary to ensure that while malfunctioning automatic and remote control equipment is being repaired the function of the controlled equipment will still be available to the vessel, on a manual basis
  - e) Peak workload situations
  - f) The human endurance/health factor (manning must never fall below the level at which the Seafarers' right to good health and safety is jeopardised)
  - g) Adequate manning to ensure that the Ship's complement can cope with on-board emergencies
  - h) Adequate manning to ensure that the Ship can assist other Ships in distress
  - i) On-board training requirements and responsibilities
  - j) Responsibilities flowing from the need for environmental protection
  - k) Observance of industrial safety and Seafarer's welfare provisions
  - l) Special conditions generated by the introduction of specialised Ships
  - m) Conditions generated by the introduction of hazardous cargoes which may be explosive, flammable, toxic, health-threatening or environment-polluting
  - n) Other work related to safety aboard the Ship
  - o) Age and condition of Ship

##### Operational and Maintenance Activities

4. Shipboard activities that must be carried out so that the operation and maintenance of the Ship and its equipment shall not pose hazards to the lives of Seafarers and Passengers, to property or to the environment. These activities include the functions carried out by the following departments:
  - a) Deck Department
  - b) Engine Department
  - c) Radio Department
  - d) Catering Department

## Minimum Safe Manning Scales

Master II/2 - One

Chief mate II/2 - One

OOW Navigational II/1 - Two

Chief Eng. III/2 - One

Second Eng. III/2 - One

OOW Engineering III/1 - None

Deck Rating II/4 - Four

Deck Rating VI/1 - Two

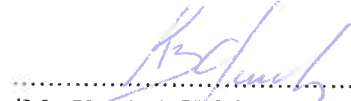
Engine Rating III/4 - Two

Total: 14 - One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

Signed on behalf of the Companies:

  
.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

Signed on behalf of the ITF  
Bulgarian Seamen's Syndicate

  
.....  
/Mr. Krasimir Valchev - Chairman/

Annex 6

Degree of disability

Injuries to Extremities

Hand, Arm, Shoulder

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

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

Percentage Right Compensation Left

• Loss of middle and extreme joints of forefinger, middle finger and ring finger	25	
• Loss of extreme joints of forefinger, middle finger and ring finger	12	
• Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)	40	35
• Loss of middle and extreme joints of forefinger, middle finger, ring finger and little finger	35	30
• Loss of extreme joints of forefinger, middle finger, ring finger and little finger	15	
• Loss of middle finger, ring finger and little finger (3rd, 4th and 5th)	30	
• Loss of middle and extreme joints of middle finger, ring finger and little finger	20	
• Loss of extreme joints of middle finger, ring finger and little finger	10	
• Loss of ring finger and little finger (4th and 5th)	20	
• Loss of middle and extreme joints of ring finger and little finger	15	
• Loss of extreme joints of middle finger and ring finger or of ring finger and little finger	5	
• Middle finger and ring finger with 90 degrees or more stretch deficiency in middle joint	8	

b. Hand, Wrist

• Loss of one hand	60	55
• Stiffness in good working position	10	
• Stiffness in poor working position	15	
• Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction	5	

Percentage Right Compensation 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 outstretched position	45	40
• Stiffness in good working position	25	20
• Stiffness in poor working position	30	25
• Cessation of rotary function of forearm ("upright position")	20	15
• Elbow bending reduced to 90 degrees or less	15	12
• Stretch deficiency of up to 40 degrees	3	
• Stretch deficiency 40-90 degrees	5	
e. Shoulder		
• All mobility reckoned with "unset" shoulder blade. Stiffness in shoulder (with arm alongside body)	35	
• Elevation up to 90 degrees	15	
• Friction and some reduction of mobility	5	
• Habitual luxation	10	
• Luxatio acromio-clavicularis	5	
f. Paralysis		
• Total paralysis of plexus brachialis	70	65

	Percentage Compensation	
	Right	Left

• Total paralysis of nervus radialis on the upper arm	25	20
• Total paralysis of nervus ulnaris	30	25
• Total paralysis of nervus medianus, both sensory and motoric injuries	35	30
• For sensory injuries only		10

**Foot, Leg, Hip**

a. Foot		
• Loss of foot with good function of prosthesis		30
• Loss of foot with poor function of prosthesis		35
• Amputation of tarsus with stump capable of bearing		15
• Loss of all toes on one foot		10
• Loss of 1st toe (big toe) and some of its metatarsal bone		8
• Loss of 1st toe (big toe)		5
• Loss of extreme joint of big toe		3
• Big toe with stiffness in metatarsophalangeal joint		5
• Loss of one of the other toes		3
• Ankle joint stiff at right angle or slight talipes equinus (up to 15 degrees)		15
• Ankle joint stiff in pronounced talipes equinus position		20
• Ankle joint where rotary mobility has ceased		5
• Fallen arches aggravated by pains		8
• Traumatic fallen arches		10
b. Leg		
• Loss of one leg		65
• Amputation at the knee or thigh with good function of prosthesis		50
• Amputation at the knee or thigh with poor function of prosthesis		55
• Loss of crus (shank) with good function of prosthesis		30
• Loss of crus with poor function of prosthesis		35
• Shortening by less than 3 cm		3
• Shortening of at least 3 cm		10
• Thigh shrinkage of at least 3 cm		8
• (Is not, however, added to the compensation for shortening or reduction of mobility)		5
• Postthrombotic syndrome in one leg		8
• Essential deterioration of varicose veins or leg sores		25
• Knee stiff in good position		3
• Knee with stretch deficiency of up to 5 degrees		10
• Knee with bending capacity reduced to 90 degrees or less		10
• Knee with hampering looseness		8
• Knee with strong friction during movements, with muscle wastage exceeding 2 cm as measured 10 cm above the patella and reduction of mobility		5
• Knee with somewhat regular and hampering incarcerations		5
• Habitual luxation of kneecap		5
• Loss of kneecap		15
• Well functioning totally artificial kneecap		
c. Hip		
• Hip with stiffness in favorable position		30
• Hip with severe insufficiency of hip function		50
• Well functioning totally artificial hip joint		10
d. Paralysis		
• Total paralysis of nervus fibularis		10
• Total paralysis of nervus femoralis		20
• Ischiadiscuspareisis - with good mobility		10
• Ischiadiscuspareisis - with poor mobility		30

## The Head

### A. The Face

- Loss of all teeth (double dentures) 5
- Loss of outer ear 5
- Scalping 5
- One-sided paralysis of the facialis nerve 10
- Two-sided paralysis of the facialis nerves 15
- Loss of sense of smell 10
- One-sided paralysis of vocal chords with considerable speech difficulties 10
- Paralysis of sensory (trigeminal) nerve to the face 5

### B. The Brain

#### a. Demens

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

#### b. Postcommotional Syndrome

### C. The Eye

- Loss of one eye 20
- Loss of both eyes 100
- Loss of sight of one eye 20
- Loss of sight of both eyes 100
- Loss of sight of one eye with complications (e.g. glaucoma and/or contracted eye) 25
- Loss of sight of one eye with possibility of improvement via operation (reserve eye) 18
- Double vision 10
- Double vision in outermost position 3
- Loss of binocular vision (e.g. aphakia with visual power of at least 6/60) 15
- Aphakia with good contact glass function 8

- Total one-sided ptosis 18
- Flood of tears 3
- Hemianopsia 40
- Rightsided heminaopsia as a result of brain injury 50

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

Decimal Table

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

Fraction Table

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

Visual power is assessed with the best available glasses.

**D. Ears**

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

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

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

HH = Hearing handicap

CH = Communication handicap:

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

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

- Hampering tinnitus and distortion of hearing 3

## Neck and Back

### Vertebral Column

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

#### *Minor Fracture*

- With minor reduction of mobility 5

#### *Medium severe fracture*

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

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

- Slight to some reduction of mobility 15
- Very severe reduction of mobility 20
- If support (neck collar or support corset) is used 5
- Pain - local or transmitted to extremities 2

Fracture with Discharge of Medulla Spinalis or Nerves

Assessed in accordance with the above rules with a supplementary degree for the discharge of nerves assessed in accordance with the other rules specified in the table.

**B. Consequences of Slipped Disc** 12

### C. Other Back Injuries

#### a. Cervical Column

- Some reduction of mobility and/or local pains 8
- If a supportive device (neck collar) is used 12
- Radiating pains - root irritating 12

#### b. Other Parts of the Vertebral Column

- Back pains without reduction of mobility 5
- If a supportive device (corset) is used 8
- Back pains with some reduction of mobility 12
- Back pains with considerable reduction of mobility 25

### D. Injuries to the Medulla Spinalis

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

## Heart and Lungs

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

1. No limitation of physical activity 3
2. Minor limitation of physical activity. Symptoms appear only during strenuous activity 20
3. Considerable limitation of physical activity. Symptoms also appear during low levels of activity 45

4. Any form of physical activity produces symptoms, which can also be present during periods of rest 70

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

Assuming that the case is one of permanent reduction of FEV 1.0.  
 FEV 1.0 of over 2 litres corresponds roughly to function group 1,  
 FEV 1.0 of 1.5-2 litres corresponds roughly to function group 2,  
 FEV 1.0 of about 1 litre corresponds roughly to function group 3, and  
 FEV 1.0 of about 0.5 litre corresponds roughly to function group 4

**Abdominal Cavity and Pelvis**

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

Signed on behalf of the Companies:

  
 .....  
 /Mr. Aleksandar Kalchev  
 Executive Director of Navibulgar/

Signed on behalf of the ITF  
 Bulgarian Seamen's Syndicate

  
 .....  
 /Mr. Krasimir Valchev - Chairman/

Annex 7

Non-Seafarers Work (Article 3) – Implementation

The parties fully subscribe to the intent and the principles of Article 3 of this CBA. However, they also acknowledge that, depending on the location of the port and the type of the vessel, a full implementation of the provisions contained, specifically, in the text of Articles 3.1 and 3.2 may imply prior contact between the Company and various third parties, such as Charterers.

Therefore, where such communication between the Company and respective third parties is necessary, the parties agree that the full implementation of the provisions of Articles 3.1 and 3.2 shall be deferred for a transitional period to be identified in each specific case between the parties of the CBA.


Such deferment shall not be longer than 1st January 2020 for container vessels operating in the following areas; Baltic Sea, Canada, North Europe and West Europe excluding Mediterranean Sea (European sub-regions as defined by the European Union).

During any deferment of Articles 3.1 and 3.2 as identified above the following provisions shall apply:

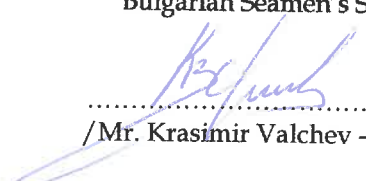
- 3.1 Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, unstowing, pouring, trimming, classifying, sizing, stacking, unstacking as well as composing and decomposing unit loads; and also, services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlashng.
- 3.2 Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Company shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Company will not take any punitive measures against any seafarer who respects such dock workers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.

The provisions of Article 3.3 shall apply with immediate effect as written in this CBA.

Signed on behalf of the Companies:

  
.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

Signed on behalf of the ITF  
Bulgarian Seamen's Syndicate

  
.....  
/Mr. Krasimir Valchev - Chairman/

**Annex 8  
Bonuses**

1. The Company pays a monthly Loyalty Bonus in the amount and to the positions listed in the below schedule. For incomplete month the payment is pro rata.

Rank 1	Loyalty Bonus 2
Master	75
Chief engineer	75
Chief officer	50
1st engineer	50
2nd officer	50
2nd engineer	50
El. Engineer	50
3th officer	50
3th engineer	50
Electrician	50
Deck boatswain	25
Donkeyman/fiiter	25
Cook	25
Able seaman	25
Motorman	25
Ordinary seaman	25
OS/STW	25
Wiper	25
Deck Boy	25
Catering Boy	25

2. The Loyalty Bonus may increase if the following conditions are fulfilled:

2.1. the Seafarer has previously served on board a vessel, owned/bareboatchartered by any Company or other vessel operated by the Operator for the minimum period set forth in his/her Seafarer's employment contract, or if repatriated earlier, has not been repatriated on disciplinary grounds;

2.2. the Seafarer has not committed disciplinary offences during the term of his previous employment and has not be repatriated at his/her request or on disciplinary grounds;

2.3. the Seafarer has returned to serve on the Company's vessel within one (1) year of termination of his previous Seafarer's employment contract for service on board a vessel referred to in Article 2.1., provided that within that period he/she hasn't served on other vessel/s not included in Article 2.1 hereinabove.

3. The Loyalty Bonus may increase for each subsequent Seafarer's employment contract with the amount indicated in the schedule to Article 1 for the Seafarer's position up to five times the amount stated therein depending on the number of the consecutive Seafarer's employment contracts for which the conditions of Article 2 hereinabove have been met without interruption. In carrying out the assessment if the Seafarer is entitled to receive an increase of the Loyalty Bonus and its amount the respective Company shall take into account each of his Seafarer's employment contracts duly effective and/or entered into on or after 1<sup>st</sup> of October 2015 with the Company and with any other company, owner/bareboatcharterer of a vessel operated by the Operator and belonging to the Operator's group.



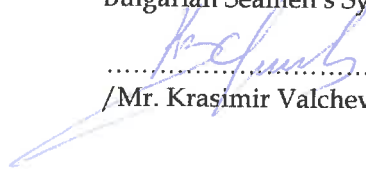
4. A Loyalty Bonus which differs from the amount stated for the Seafarer's position in the above schedule (if any) shall be laid down in the Seafarer's employment contract and shall be calculated independently by the Company.

Signed on behalf of the Companies:



.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

Signed on behalf of the ITF  
Bulgarian Seamen's Syndicate:



.....  
/Mr. Krasimir Valchev - Chairman/

## Annex 9

## SEAFARER'S EMPLOYMENT CONTRACT/ МОРЯШКИ ТРУДОВ ДОГОВОР

Date and place of conclusion of Contract/Място и дата на сключване: \_\_\_\_\_, Varna and agreed to be effective from/влизащ в сила на \_\_\_\_\_ till/до \_\_\_\_\_  
a/p CBA §4/съгласно КТД §4

This Employment Contract is entered into between the Seafarer and the Employer/Този договор се сключва между Моряка и Работодателя

## THE SEAFARER

Surname/Фамилия:	First and Middle Names/Лично и бащино име:
Full home address/Домашен Адрес:	
Capacity in which the Seafarer is employed/Длъжност, на която се наема Моряка:	Medical certificate issued on/Медицинско свидетелство, издадено:
Nationality/Националност:	Passport no/Паспорт №:
Date and place of birth, Personal number /дата и място на раждане, ЕГН:	Seaman's book no/ Моряшка книжка №:
Name, address, date of birth of contact person, Relation/Име, адрес, дата на раждане на лице за контакт, роднинска връзка:	Phone/Телефон:

## THE OWNER AND EMPLOYER/ КОРАБОСОБСТВЕНИК И РАБОТОДАТЕЛ

Name, IMO ID No /Име, ИМО Идент. №:
Address/Адрес:

## THE SHIP/КОРАБ

Name/Име:	IMO No/ ИМО№:
Flag/Флаг:	Port of registry/Пристанище на регистрация:

## TERMS OF THE CONTRACT/УСЛОВИЯ НА ДОГОВОРА

Period of employment/Период на наемане:	Wages from and including Възнаграждения от и включително:	Basic hours of work per week Нормално работно време на седмица: <b>40 HOURS</b>
Basic monthly wage/Осн. заплата <b>USD</b>	Monthly overtime/изв. Труд на месец: <b>USD</b>	Monthly Social security allowance/Нач.за соц. плащания: <b>USD</b>
Leave: Number of days per month/Дни платен отпуск за месец: <b>7 DAYS</b>	Monthly leave pay/Мес. Нач.платен отпуск: <b>USD</b>	Monthly subsistence allowance on leave/ТВ отпуск: <b>126 USD</b>
Bulker Allowance/ТВ за работа на кораб: <b>USD</b>	Monthly bonus/Месечен бонус:	Total wages/Общо Възнаграждение: <b>USD</b>
Repatriation/Репатриране: according to CBA between _____ and Seamen's Syndicate dated _____ /Съгласно КТД между _____ и Моряшки синдикат от _____	Termination of the Contract and conditions thereof, including notice period/Прекратяване на договора и условия за прекратяване, включително период на предизвестие: <b>ONE MONTH</b>	
1. Health and social security protection benefits to be provided to the Seafarer including benefits in the event of death and disability, living conditions, provisions, medical care, unemployment in case of shipwreck, work in war zones and others conditions/Средства в полза на Моряка, предоставяни във връзка с опазване на здравето, и социалното осигуряване, включително обезщетения при смърт и неработоспособност, битови условия, храна, медицински грижи, безработица, в случай на корабкрушение, работа във военни зони и други условия: according to CBA between _____ and Seamen's Syndicate dated _____ /Съгласно КТД между _____ и Моряшки синдикат от _____		
2. The CBA between _____ and Seamen's Syndicate dated _____ shall be considered to be incorporated into and to form part of the Contract. The Owner and Seamen's Syndicate may vary the terms and conditions of the applicable CBA from time to time by mutual consent. Terms and conditions of the CBA as so varied shall form part of this Contract with effect from the date of entering into force of the variations as agreed between the Owner and Seamen's Syndicate./Колективен трудов договор от _____ и Моряшки синдикат, сключен на _____ ще се счита за включен и представлява част от този Договор. Корабособственикът и Моряшки синдикат могат да променят условията и клаузите на приложимия КТД по взаимно съгласие. Така изменените условия и клаузи на КТД ще се считат за част от този Договор от датата на влизане в сила на измененията, както това е съгласувано между Корабособственика и Моряшки синдикат.		

Signature of Employer/Подпис на Работодателя:	Signature of Seafarer/Подпис на Моряка:
Attested by/Удостоверяване, извършено от: Name/Signature/Име/Подпис:	Attested by/Удостоверяване извършено от: Name/Signature/Име/Подпис:

Shipowner as per MLC 2006 Standard A2.1.4.(b) is Navigation Maritime Bulgare, address: 1, Primorski Boulevard, 9000 Varna, Bulgaria/Корабоприетел, съгласно МТК, 2006 A2.1.4(б) е Пароходство БМФ, адрес: бул. „Приморски“ 1, гр. Варна, 9000, България  
I have read and agree with the NMB SQMS and job description and I will comply with the obligations imposed on me according to the NMB SQMS. I confirm that I have received a copy of NMB procedure 02/4/006 (On-board complaint handling procedure). /Прочетох и съм съгласен със СУБК на ПБМФ и длъжностната характеристика и ще изпълнявам задълженията, наложени ми от СУБК на ПБМФ. Получих екземпляр от процедура NMB 02/4/006 (Процедура за разглеждане на жалби на борда на кораба).




I confirm that I have freely entered this Contract with a sufficient understanding of my rights and responsibilities, and I have been given an opportunity to review and seek advice on the Contract and the applicable Collective Bargaining Agreement as mentioned hereinabove before signing. / Потвърждавам, че сключвам доброволно настоящия договор, като разбирам в достатъчна степен правата и отговорностите, произтичащи от него, както и че ми е дадена възможност да се запозная и да потърся консултация във връзка с Договора и приложимия Колективен трудов договор, посочен по-горе, преди подписване.  
I'm fully aware that this Contract shall be governed by and interpreted in accordance with the laws of Republic of Malta/Напълно съм запознат, че този договор се подчинява на и тълкува съобразно законодателството на Република Малта.

Signature of Seafarer/Подпис на Моряка:

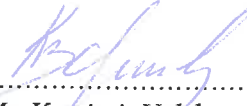
Attested by/Удостоверяване извършено от:  
Name/Signature/Име/Подпис:

Signed on behalf of the Companies:



.....  
/Mr. Aleksandar Kalchev  
Executive Director of Navibulgar/

Signed on behalf of the ITF  
Bulgarian Seamen's Syndicate:



.....  
/Mr. Krasimir Valchev - Chairman/