

# COLECTIVE BARGAINING AGREEMENT

made on the 1<sup>st</sup> day of April 2019

## BETWEEN

- 1) 1. Sofia Maritime Ltd., Marshall Islands, 2. Dolly Maritime Ltd., Malta, 3. Alexander Maritime Ltd., Marshall Islands Ltd., 4. Stara Planina Shipping Ltd., Marshall Islands Ltd., 5. Plovdiv Maritime Ltd., Marshall Islands, 6. Belasitza Maritime Ltd., Marshall Islands, 7. Osogovo Navigation Ltd., Marshall Islands, 8. Lyulin Maritime Ltd., Marshall Islands, 9. Rodopi Maritime Ltd., Marshall Islands, 10. Vitosha Maritime Ltd., Marshall Islands, 11. Balkan Navigation Ltd., Marshall Islands, 12. Persenk Maritime Ltd., Marshall Islands., 13. Belmeken Maritime Ltd., Marshall Islands, 14. Trapezitza Maritime Ltd., Malta, 15. Rojen Maritime Ltd., Marshall Islands 16. Veliko Tirnovo Shipping Co. Ltd., Malta, 17. Georgi Maritime Ltd., Marshall Islands, 18. Sredna Gora Maritime Ltd., Marshall Islands Ltd., 19. Oborishte Maritime Ltd., Marshall Islands, 20. Ludogorets Maritime Ltd., Marshall Islands, 21. Ruen Maritime Ltd., Marshall Islands, 22. Viden Maritime Ltd., Marshall Islands, 23. Rila Maritime Ltd., Marshall Islands, Malta and 24. Navibulgar Shipping Limited, Malta, (individually the "**Company**" and collectively the "**Companies**") represented for the purposes of this Agreement by "**NAVIGATION MARITIME BULGARE**" JSC, having its seat and registered office at 1 Primorski boulevard, Varna, registered in the Trade register under Unified Identification Code (UIC): 103002674 (hereinafter referred to as the "Operator"), represented by its Executive Director - Mr. Aleksandar Yanchev Kalchev, in its capacity as operator of motor vessels, listed in Annex 1, owned/bareboatchartered by each of the Companies, on the one hand

**And**

- 2) **Bulgarian Seamen's Syndicate**  
Whose registered office is at: 17 Panagiurishte str., 9000 Varna city, Bulgaria represented by Mr. Krasimir Valchev - Chairman of the Seamen's Syndicate, acting as representative and protector of union members, hereinafter referred to as the "Syndicate", on the other hand:



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## ***Application***

### **§1**

1.1 This Agreement (hereinafter "CBA") sets out the standard terms and conditions applicable to all seafarers serving on any ship listed in Annex I in respect of which there is in existence a Special Agreement made between ITF (International Transport Workers' federation) and each Company/the Operator.

1.2 The words "seafarer", "ship", "Special Agreement", "union", "ITF" and "company" when used in this Agreement shall have the same meaning as in the Special Agreement. Furthermore, "seafarer" means any person who is employed or engaged or works in any capacity on board vessel/s to whom this collective bargaining agreement applies and 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, bunker crew, pilots.

"MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.

"Company" means the owner or bareboat charterer of a vessel listed in Annex I.

1.3 Each seafarer, in accordance with 1.1 above, shall be covered by the Agreement with effect from the date on which they are engaged 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.

## ***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.

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 shall affect the seafarer's entitlement to compensation as per Articles 21, 22, 23, 24 and 25. During the time of employment, the seafarer shall be liable to medical examination and to narcotics/alcohol tests when requested by the Company or by its representatives, at the Company's account. Failure to do so shall affect the seafarer's entitlement to compensation as per Articles 21, 22, 23, 24 and 25.

2.3 The Companies who are direct employers or who use seafarers recruitment and placement services shall ensure, as far as practicable, 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 agreements 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 the seamen's employment contract attached as [ANNEX 7](#).

## ***Non-Seafarers Work***

### **§3**

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 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 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.

## ***Duration of Employment***

### **§4**

4.1 All Senior Officers, said to be Master, Ch. Engineer, Ch. Officer, 1<sup>st</sup> Engineer and El.Engineer of the vessel shall be engaged for 3 (three) months while rest of officers shall be engaged for 4 (four) months and the other crew members shall be engaged for 5 (five) months.

Such period may be extended or reduced by 30 days 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. A shorter or a longer period of service may be agreed between the seafarer and the Company in the Seafarer's Employment Agreement. For newly recruited seafarers, the first 2 months of service will be regarded as a probationary period, which gives the Company a right to terminate the employment agreement with a 2 weeks written notice of termination.

## ***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. Master of the ship is obliged not to allow any seafarer to work in excess of 103 hours overtime.

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

6.4. Such record shall be handed to the seafarer for approval every month. Both copies must be signed by the Master and/or Head of the Department as well as by the seafarer, after which the record is final. One copy shall be handed over to the seafarer.



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.

## **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.

## **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 STCW requirements covering overriding operational conditions shall apply, including those of STCW A-VIII/1, Article 9.

8.6 A short break of less than 30 minutes 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 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 authorized by the seafarer.

9.2 The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, not later than the 1<sup>st</sup> day of the forthcoming month together with an account of their wages.

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 No seafarer employed in the Deck or Engine departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.

### ***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 their net wages, after allowing for any deductions as specified in Article 9. It is the seafarer to appoint beneficiary and bank account where allotments shall be remitted.

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 10.2 within 20<sup>th</sup> day of 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 Basic wages applicable at the time of termination plus a daily allowance as specified in [ANNEX 2](#).

11.3 The company shall 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. Despite of advanced monthly payments a seafarer taking annual leave may only be recalled two months from date his/her signing off and 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 applicable standards laid down in Resolution A.890(21) of the International Maritime Organization. The Company shall ensure there is a trained and certified cook at all times on board as per requirements of Maritime Labor Convention 2006 and in circumstances of exceptional necessity a non-fully qualified cook may serve for a period not exceeding one month.

The manning shall not include any temporary or riding squad workers. However, in certain circumstances, the company and the union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:

- persons engaged for security purposes should not undertake other seafarers' duties;
- only specific tasks authorized by the master can be carried out by the riding squads;

### ***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.

### ***Service in Warlike Operations Areas/High Risk Areas***

#### **§16**

16.1 The Company shall inform the crews about the warlike operations areas, for which additional insurance is required, placing the last edition of Joint War Committee regarding Hull War, Piracy, Terrorism and Related Perils Listed Areas on a prominent place.

16.2 Upon being informed of the vessel's course of trading, the seafarer has the right to refuse work on board a vessel, trading in one of the regions, listed in the last edition of Joint War Committee, in case the percentage of additional premium for coverage in such region, as announced on the London market, exceeds 0.1 percent. Such refusal must be timely submitted to the master in writing. In such case the Company shall repatriate the seafarer at Company's expenses. Such refusal of the seafarer to work in warlike operations area shall have no negative consequences for him and shall not be entered in his service record.

16.3 For duties in regions, listed in the last edition of Joint War Committee, the company shall pay the seafarer from foreign-going ship a bonus equal to 100% of the basic wage for the durations of the ship's stay in such area – subject to a minimum of 5 days pay, in case the percentage of additional premium for coverage in such region, as announced on the London market is over 0.3%, or another, lower percentage, specified by the Company.

16.4 The percentage of the additional premium depends on the specificity of the region, and the period includes also the day of entering/leaving the warlike operations area of the respective country.

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 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. 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 or collision, 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:

- a. upon the expiry of the agreed period of service identified in [Article 4](#);
- b. 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:

- a. by giving one month's written notice to the seafarer;
- b. If the seafarer has been found to be in serious default of his employment obligations in accordance with [Article 20](#);
- c. upon the total loss of the ship, or upon the sale of the ship.

18.3 A seafarer to whom this Agreement applies may terminate employment:

- a. by giving one month's written notice of termination to the Company or the Master of the ship;
- b. when, during the course of a voyage it is confirmed that the spouse or, in the case of a single person, a parent, has fallen dangerously ill. This provision shall also be applied with regard to the partner of a seafarer provided that this partner has been nominated by the seafarer at the time of engagement as the seafarers next of kin.
- c. if the ship is about to sail into a warlike operations area, in accordance with [Article 16](#) of this Agreement;
- d. if after any agreed grievance procedure has been invoked, the Company has not complied with the terms of this Agreement;
- 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;

18.4 A seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment in accordance with 18.2(a) and (c), 18.3(d), (e) and (f) above and Article 23.1. For the avoidance of doubt no such compensation is due by the Company in case the employment is terminated during the probationary period.

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 date of arrival at seafarer's home country;
- b. the cost of accommodation and food;
- c. reasonable personal travel and subsistence costs during the travel period;
- d. transport 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 Clause 18.2(b).

19.4 The provisions of Article 19.1, 19.2 and 19.3 shall also apply to seafarers traveling to join the vessel.

### ***Misconduct***

#### **§20**

20.1 A Company may terminate the employment of a seafarer following a serious default of the seafarer's 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 seafarer's employment obligations where:

- a. the ship is unseaworthy or otherwise substandard as defined in Clause 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.





## ***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.

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 should 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 the 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 clause 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.

If the seafarer is member of a benefit scheme (including health insurance) or where a national insurance fund covers expenses of his/her treatment after signing off, the Company's treatment obligation ceases to the extent that the treatment is covered by the benefits.

21.4 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed, where necessary, by a company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor shall be nominated jointly between the Company and the Syndicate and the decision of this doctor shall be final and binding on both parties.

21.5 In the case of a seafarer repatriated unfit as a result of sickness or injury due to his 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 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 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 (in any event not exceeding 14 days of its issuance).

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 clause 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 Syndicate and the decision of this doctor shall be final and binding on the Company and the seafarer.

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 vessel

### **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 26th week of pregnancy; and where the nature of the vessel's operations could in the circumstances be hazardous – at the first port of call.
  - c. the seafarer shall be entitled to 100 days basic pay;
  - d. the seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such a vacancy be available.

### **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, but excluding injuries caused by the seafarer's wilful act (including as a result of use of narcotics/alcohol), 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 shall be nominated jointly between the Company and the Syndicate and the decision of this doctor shall be final and binding on the Company and the seafarer.

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.

Degree of Disability	Rate of Compensation in US\$		
	Percentage (%)	Ratings	Junior Officers
100	104,866	139,820	174,775
75	78,649	104,866	131,081
60	62,919	83,892	104,866
50	52,433	69,911	87,388
40	41,946	55,929	69,911
30	31,460	41,946	52,433
20	20,974	27,946	34,957
10	10,487	13,983	17,478




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 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 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 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 vessel..

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

#### **§25**

25.1 If a Seafarer dies through any cause whilst in the employment of the Company excluding death due to seafarer's own wilful act (including as a result of use of narcotics/alcohol) and 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, 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. The Company shall also transport at its own expense the body to Seafarer's home where practical and at the families' request and pay the cost of burial expenses. 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. For the purpose of this clause a seafarer shall be regarded as "in employment of the Company" for so long as the provisions of Articles 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.

### ***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 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.

### ***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 should 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 and any registered misuse by the seafarer will be dealt with in accordance with 20.1.

### ***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

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 In order to be covered by this agreement, all seafarers shall be members of the Bulgarian Seamen's Syndicate affiliated to the ITF.

30.2 The Company shall arrange subject Seafarer's agreement to pay in respect of each Seafarer the Entrance/Membership fees in accordance with the terms of the Bulgarian Seamen's Syndicate.

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 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 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.

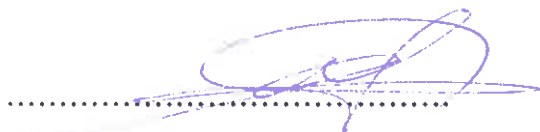
## **Validity of the Agreement**

### **§35**

35.1 This Agreement shall be effective from 01<sup>st</sup> April 2019 until 31<sup>st</sup> December 2020 and further if a request for termination is neither given by the Operator nor by the Syndicate with three (3) months written notice. If a request for termination is given by either of the both above mentioned parties, this Agreement shall be considered void and without any further legal consequences from the date of expiry, that is 31 December 2020.

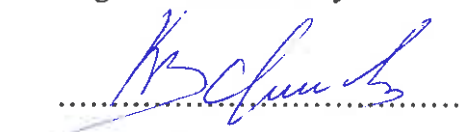
35.2 This Agreement replaces Collective Bargaining Agreement dated 16<sup>th</sup> May 2016 (as amended, supplemented and varied).

Signed on behalf of the Companies:



Aleksandar Kalchev - Executive Director

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



Krasimir Valchev – chairman of the  
SEAMEN'S SYNDICATE