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KOLEKTIVNI UGOVORI

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COLLECTIVE BARGAINING AGREEMENT

FOR NON-EU SEAFARERS SERVING ON BOARD OF CROATIA FLAG VESSELS IN THE INTERNATIONAL SHIPPING TRADE (2020)

This Collective Bargaining Agreement, hereinafter referred to as «Agreement» is made on 3rd February 2020 and is effective from 3rd February 2020 until 31st December 2020 between

CROATIAN SHIPOWNERS' ASSOCIATION – MARE NOSTRUM, whose address is Avenue V. Holjevca 20, 10200 Zagreb, Croatia, hereinafter referred to as «the Mare Nostrum»

and

SEAFARERS' UNION OF CROATIA, whose address is Fiorello la Guardia 13, 51000 Rijeka, Croatia hereinafter referred to as «the SUC», a member of the INTERNATIONAL TRANSPORT WORKERS' FEDERATION hereinafter referred to as «the ITF».

Definitions

§1

1.1 For the purpose of this Agreement the following terms shall denote:

a) «Member» means any Croatian shipping company member of the Mare Nostrum which has signed this Agreement applicable to non-EU seafarers' crew members serving on board a ship listed in the Special Annex of this Agreement;

b) «Company» means the owner or operator of the ship or another natural person or legal entity such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on ship-owners in accordance with the MLC, regardless of whether any other organization or person fulfils certain duties or responsibilities on behalf of the ship-owner;

c) «Employer» means the party having entered employment agreement with a non-EU seafarer;

d) «Non-EU seafarer» means any person who is employed or engaged or works in any capacity to whom this Agreement applies and a person who is not resident of the Croatia or the European Union (EU)/European Economic Area (EEA);

e) «MLC» means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006, as amended 2014 and 2016;

f) Special Annex means the addendum to this Agreement signed between each Member and SUC regarding the List of vessels and Manning;

1.2 The terms used in singular shall be interpreted in plural and vice versa, in compliance with the requirements of the context.

1.3 Words in the masculine gender shall include the feminine and vice versa.

Application

§2

2.1 The Mare Nostrum and SUC have concluded this Agreement in good faith in order to promote and maintain social dialogue and harmonious relations between Members/Employers and the SUC based on mutual respect for both interests. The Mare Nostrum and SUC have agreed to conclude this Agreement considering the lack of available number of qualified Croatian and EU seafarers, in particular Ratings.

2.2 Application of this Agreement, including wage scale as mentioned in Annex 1 of the Agreement is only permitted, if the following conditions are met:

a) The Company is a Member of Mare Nostrum; and

b) The Croatian flag vessel which will be manned with non-EU seafarers is registered in accordance with Croatian Maritime Act, Article 97; and

c) Employment of the non-EU seafarers will be governed in accordance with applicable provisions of Croatian Laws; and

d) The Mare Nostrum and SUC have agreed that during the validity of this Agreement employment applies only to non-EU seafarers / Ratings;

2.3 This Agreement requires the Croatian shipping companies' members of the Mare Nostrum that employ the non-EU seafarers serving on any Croatia flag vessels in the international shipping trade on the terms and conditions laid down in this Agreement of which there is in existence a Special Agreement made between ITF and Company.

2.4 This Agreement is deemed to be incorporated into and to contain the terms and conditions of the contract of employment of any non-EU seafarer to whom this Agreement applies. The incorporation of this Agreement into each non-EU seafarer's individual contract of employment shall be made explicit. A model of an individual employment contract is appended in Annex 7.

2.5 The Special Agreement requires the Company (inter alia) to employ the non-EU seafarers on the terms and conditions of an ITF approved Agreement, and to enter into individual contracts of employment with any non-EU seafarer to whom this Agreement applies, incorporating the terms and conditions of an ITF approved Agreement. 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 Agreement and of the ITF Special Agreement are available on board in English.

2.6 The words «non-EU seafarer», «ship», Special Agreement', «SUC», «ITF» and «Company» when used in this Agreement shall have the same meaning as in the Special Agreement.

2.7 Each non-EU seafarer, in accordance with 2.1 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 non-EU 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 / Employment

§3

3.1 Each non-EU 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.

3.2 Non-EU seafarers who have entered employment contract for undetermined period of time shall be required to take care of the validity of their certificates of competence, certificates of additional competence and any other documents in compliance with the applicable Croatian Rules on Seafarers' Qualifications and Certificates. Non-EU seafarers who have entered employment contract for a specified period of time shall be required to have their certificates and any other documents renewed within 30 days from the day of their latest signing off, except in case they are prevented by objective reasons or have obtained their Company agreement. Where a non-EU seafarer has failed to meet the requirement and has consequently caused a cost for the Company, such cost shall be refunded by the non-EU seafarer.

3.3 The Company shall be entitled to require that any non-EU seafarer shall have an additional employment medical examination, at Company expense, by a Company-nominated doctor and that the non-EU seafarer answer faithfully any questionnaire on their state of health, which may be required. Failure to do so may affect the non-EU seafarer's entitlement to compensation as per Articles 22, 23, 24, 25 and 26. The non-EU 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 non-EU seafarers who were previously employed by the Company, signed-off due to medical reasons pursuant to Article 19.1 (b) and maybe willing to be re-employed upon recovery. Any such recovered non-EU seafarers shall be treated equally to the other candidates undergoing medical examination.

3.4 As far as practicable, Companies who are direct employers or who use non-EU 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 non-EU seafarers for finding employment, the right for non-EU

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 non-EU seafarers from gaining employment for which they are qualified.

3.5 Each non-EU seafarer shall sign an MLC compliant seafarer's employment contract.

3.6 Documentation as required by the Croatian State Authorities shall be at Company expense.

3.7 Non-EU seafarers' employment contract shall be available for inspection by Croatian Maritime Public Authorities and by representatives of the SUC and the ITF at the ship's ports of call.

Non-Seafarers' Work
§4

4.1 Neither non-EU 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 non-EU seafarers volunteer to carry out such duties; and those non-EU 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, unlashing, checking and receiving.

4.2 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 non-EU seafarer who respects such dockworkers' trade dispute and any such lawful act by the non-EU seafarer shall not be treated as any breach of the non-EU seafarer's contract of employment, provided that this act is lawful within the country it is taken.

4.3 For crewmember's compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate specified in Annex 1 for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.

4.4 In implementing the provisions of Articles 4.1 and 4.2 above, specific conditions may apply as identified in Annex 6 to this Agreement.

Duration of Employment
§5

5.1 A non-EU seafarer shall be engaged up to 9 (nine) months out of any 12 months' period, depending on operational requirements, trading routes and type of the ship. Such period may be extended or reduced by 1 (one) 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.

Hours of Duty
§6

6.1 The normal hours of duty shall be 8 (eight) hours per day from Monday to Friday both inclusive, which makes the total of 40 hours per week or 173 hours monthly on the average. In the case of day work non-EU seafarers, the 8 (eight) hours shall be worked between 6.00 and 18.00, Monday to Friday inclusive.

Overtime
§7

7.1 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 1).

7.2 At least 103 (one hundred and three) hours guaranteed overtime shall be paid monthly to each non-EU seafarer.

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

7.4 Such record, endorsed by the Master or a person authorised by the Master, shall be accessible to the non-EU seafarer. Every month the non-EU 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 non-EU seafarer, if such information is not already contained within the non-EU seafarer's pay documents. A non-EU seafarer may request a printed copy of his/her overtime records at any time during his/her contract term.

7.5 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.

Public Holidays

§8

8.1 For the purpose of this Agreement the days listed in Annex 2 shall be considered as public holidays at sea or in port. If a public holiday falls on a Saturday or a Sunday, the following working day shall be observed as a public holiday. Compensation for work on public holidays shall be paid at the rate specified in Annex 1, which shall not fall below the overtime rate.

Rest Periods

§9

9.1 Each non-EU seafarer shall have a minimum of 10 (ten) hours rest in any 24 hours' period and 77 hours in any seven-day period.

9.2 This period of 24 hours shall begin at the time a non-EU seafarer starts work immediately after having had a period of at least 6 (six) consecutive hours off duty.

9.3 The hours of rest may be divided into no more than 2 (two) periods, one of which shall be at least 6 (six) hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

9.4 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.

9.5 Nothing in this Article shall be deemed to impair the right of the Master of a ship to require a non-EU 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 non-EU 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 non-EU 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 non-EU seafarers (STCW) requirements covering overriding operational conditions shall apply, including those of STCW A-VIII/1, Article 9.

9.6 A short break of 30 minutes or less will not be considered as a period of rest.

9.7 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in accordance with Master's orders and in a manner that minimises the disturbance of rest periods and does not induce fatigue.

9.8 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.

9.9 Records of non-EU seafarers' daily hours of rest shall be maintained to allow for monitoring of compliance with this Article.

Wages

§10

10.1 The wages of each non-EU seafarer shall be calculated in accordance with this Agreement and as per the attached wage scales (Annex 1) 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 non-EU seafarer. The wage scale in Annex 1 shall be deemed as a minimum requirement. Where a higher entitlement than in the wage scale may be agreed for the non-EU seafarer, such higher entitlement shall be guaranteed and may not be decreased for the duration of the tour of duty.

10.2 The non-EU seafarer shall be entitled to payment of their net wages, after deductions, in US dollars at the end of each calendar month together with an account of their wages. Upon remittance of non-EU seafarers pay in his designated bank account, the payer's banking fee shall be borne by the Employer, while the payee's fee, if any, shall be borne by the non-EU seafarer.

10.3 Any wages not drawn by the non-EU seafarer shall accumulate for their account and may be drawn as an onboard a cash payment once a month. Such a cash payment shall not exceed 30% of their basic salary.

10.4 For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.

10.5 A non-EU seafarer who is 21 or over and is not a trainee shall be paid at least the equivalent rate of a non-EU rating – Ordinary Seaman.

Allotments

§11

11.1 Each non-EU seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of up to 80% of basic wages after allowing for any deductions as specified in Article 10, in line with the provisions of ILO MLC Standard A2.2, paragraph 5.

Leave

§12

12.1 Each non-EU seafarer shall, on the termination of employment for whatever reason, be entitled to payment of 6 days' leave for each completed month of service and for a shorter period of 15 days or less, the non-EU seafarer shall be entitled to 3 days' paid leave. For the interrupted periods of more than 15 days but less than 30 days, the non-EU seafarer shall be granted 6 days' paid leave.

12.2 Payment for leave shall be at the rate of pay as in Annex 1 applicable at the time of termination.

12.3 The following should not be counted as part of annual leave with pay:

a) Public holidays, whether or not they fall during the annual leave with pay;

b) Periods of incapacity for work resulting from illness or injury or from maternity; and

c) Temporary shore leave granted to a seafarer while under an employment agreement;

12.4 The leave may be taken during the period of employment, only provided that the non-EU seafarer so desires and that the operation of the ship is not unreasonably affected. For any leave entitlement remaining at the time his employment is terminated, the non-EU seafarer shall be compensated for in cash at the daily rate specified in the Annex 1.

Subsistence Allowance

§13

13.1 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

§14

14.1 Watch-keeping at sea and anchorage, when deemed necessary, in port, shall be organised where possible on a three-watch basis.

14.2 It shall be at the discretion of the Master which non-EU seafarers are put into watches and which, if any, on day work.

14.3 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.

14.4 The Master and Chief Engineer shall not normally be required to stand watches. In the case of Chief Engineer this does not apply to UMS type of watch.

Manning

§15

15.1 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 standard laid down in the ITF Policy on Manning of Ships in accordance with Croatian Maritime Act and Regulation on the minimum number of crew members for safe navigation that must have seagoing ships, as amended and other relevant and applicable international laws, rules and regulations (Annex 4).

15.2 Pursuant to paragraph 15.1 hereof and to objective circumstances, the Company and the SUC should agree upon the final structure and number of the crew, which contains number and their positions of the non-EU seafarers / Ratings, which shall be laid down in Special Annex and in compliance with the MLC Regulation 2.7 – Manning Levels and manning requirements laid down in the Minimum Safe Manning Certificate as approved by the Croatian Ministry of the Maritime Affairs, Transport and Infrastructure and issued by the Harbour Masters Office in port of ship registry.