

Anhang 1: ITF Uniform »TCC« Collective Agreement

[1995]

Application § 1

This Agreement sets out the standard terms and conditions applicable to all Seafarers serving on board the vessels listed in the attached Annex 1 in respect of which there is in existence a Special Agreement (»the Special Agreement«) made between

..... (the Union)
and the Owners/Operators of that Ship (»the Owners«)

This Agreement is applicable and of full force and effect whether or not the Owners have entered into individual contracts of employment with any Seafarer.

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

The Special Agreement requires the Owners (inter alia) to employ the Seafarers on the terms and conditions of this Agreement, and to enter into individual contracts of employment with each Seafarer, incorporating the terms and conditions of this Agreement (»the Employment Contract«). The Owners have further agreed with the Union to comply with all the terms and conditions of this Agreement.

The words »Seafarer«, »Ship«, »Special Agreement«, »Union«, »ITF« and »Owners« when used in this Agreement shall have the same meaning as in the Special Agreement.

§ 2

A Seafarer to whom this Agreement is applicable, in accordance with paragraph 1 above, shall be covered by the Agreement with effect from the date on which he is engaged or the date from which the ITF Special Agreement is effective as applicable, whether he has signed Articles or not, until the date on which he signs off and/or the date until which, in accordance with this Agreement, the Owners are liable for the payment of wages, whether or not the Employment Contract is executed between him and the Owners and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in the ITF Uniform »TCC« Collective Agreement.

Duration of Employment § 3

A Seafarer shall be engaged for 9 months, which period may be extended to 10 (ten) months or reduced to 8 (eight) months for operational convenience. His 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, or of any other period specified in his Employment Contract unless the Owners operate a permanent employment system.

Wages

§ 4

The wages of each Seafarer shall be calculated in accordance with this Agreement and as per the attached wage scale calculations (Annex 2) and the only deductions from such wages shall be proper statutory deductions as recorded in the Special Agreement and/or deductions authorised by the Seafarer himself. The Seafarer shall be entitled to payment in cash in US Dollars (or in local currency, at the Seafarer's option) of his net wages after such deductions at the end of each calendar month. Any net wages not so drawn shall accumulate for his account and may be drawn by him at any time when the Ship is in port. Further, on the Ship's arrival in port, and thereafter not more frequently than every seventh day in the same country, the Seafarer shall be entitled to draw all or part of the net wages due to him in respect of the current calendar month. For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.

Allotments

§ 5

Any Seafarer, if he so desires, shall be allowed an allotment note, payable at monthly intervals, of up to 80% of his basic wages after allowing for any statutory deductions.

Hours of Duty, Overtime and Watchkeeping

§ 6

The ordinary hours of duty of all Seafarers shall be 8 (eight) per day, Monday to Friday inclusive. In the case of day workers, the 8 (eight) hours shall be worked between 06.00 and 18.00, Monday to Friday inclusive. On these days any hours of duty in excess of the 8 (eight) shall be paid for by overtime at the rate stipulated in the attached wage scale.¹

At least 103 (one hundred and three) hours guaranteed overtime shall be paid monthly to each Seafarer as per the attached wage scale calculations (Annex 2).

- (i) All hours on duty on Saturdays, Sundays and Public Holidays shall be paid for by overtime at the rate stipulated in the attached wage scale (Annex 2).
- (ii) If the Seafarer so desires these hours may be compensated for by time off in lieu of payment. In that event 4.5 hours overtime plus subsistence allowance, as stipulated in Article § 25, represent one day's wages.

1 Please refer to Annex 8 in respect of UMS vessels.

§ 7

Any break during the work period of less than one hour shall be counted as working time.

§ 8

Overtime shall be recorded individually and in duplicate either by the Master or the head of the department.

Such record shall be handed to the Seafarer for approval every fortnight or at shorter intervals. 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.

§ 9

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

§ 10

Ships' crews shall not be required or induced to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers' Union concerned and provided that the individual Seafarers volunteer to carry out such duties, for which they shall be adequately compensated.

Compensation for such work performed during the normal working week, as specified in Article § 6, shall be by the payment of double the overtime rate (contained in Annex 2) for each hour or part of an hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated for at triple the overtime rate (contained in Annex 2) for each hour or part of an hour that such work is performed in addition to the payment of the normal hourly rate (determined by dividing the monthly basic by 173) for those hours.

§ 11

Any additional hours worked during an emergency directly affecting the immediate safety of the Ship, its passengers and crew, of which the Master shall be the sole judge, or for safety boat drill, or work required to give assistance to other Ships or persons in immediate peril shall not count for overtime payment.

§ 12

Watchkeeping at sea and, when deemed necessary, in port, shall be organised on a three-watch basis. It shall be at the discretion of the Master which Seafarers are put into watches and which, if any, on daywork. The Master and Chief Engineer shall not be required to stand watches.

Rest Period

§ 13

Each Seafarer shall have at least one period of 8 (eight) consecutive hours off duty in each period of 24 (twenty-four) hours. This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 8 consecutive hours off duty. When it is not possible for a Seafarer to be allowed at least one period of a minimum of 8 consecutive hours off duty in any period of 24 hours, he shall be compensated by overtime payment at the rate stipulated in the attached wage scale for the number of hours by which his longest period off duty during the 24 hours referred to falls short of 8.

This payment shall be in addition to any ordinary overtime payment to which the Seafarer may be entitled. This reduction in consecutive hours off duty shall not occur more than twice a week in seven days and shall not exceed a total of four hours in that period.

Manning

§ 14

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 based on the applicable standard laid down in the ITF Policy on Manning of Ships and its attached »Minimum Safe Manning Scales« (Annex 5) unless the Union/s in the country of beneficial ownership have agreed a lower manning scale based on their national scale and notified the ITF accordingly. Such a manning scale shall have no effect until annexed to this agreement.

Shorthand Manning

§ 15

Where the complement falls short of the agreed manning, for whatever reasons, the wages of the shortage category shall be paid to the affected members of the concerned department. Such shortage, however, shall be made up before the Ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Articles 6-11.

Medical Attention

§ 16

A Seafarer, who is discharged owing to sickness or injury, shall be entitled to medical attention (including hospitalisation) at the Owners' expense for as long as such attention is required. The Shipowner shall be liable to defray the expense of medical care and maintenance until the sick or injured person has been cured or until the sickness or incapacity has been declared to be of a permanent character.

Sick Pay

§ 17

When a Seafarer is signed off and landed at any port because of sickness or injury, his wages shall continue until he has been repatriated at the Owners' expense or has arrived at his home or place of his original engagement, whichever place is more convenient for the Seafarer. Thereafter he shall be entitled to sick pay at a rate equivalent to his basic wages and subsistence allowance (as per Article § 25) while he remains sick or injured up to a maximum of 112 days. However, in the case of injury the sick-pay shall be paid until the injured Seafarer has been cured or until the incapacity has been declared to be of a permanent character. Proof of his continued entitlement to sick pay shall be by submission of satisfactory medical certificates. At the time he leaves the Ship, the Seafarer shall be paid an advance of his sick pay for the estimated number of days certified by a doctor for which he is expected to be sick or injured.

Paid Leave

§ 18

Every Seafarer to whom this Agreement applies shall, on the termination of employment for whatever reason, be entitled to 6 days' paid leave for each completed month of service and pro-rata for a shorter period. Qualifying service shall count from the time a Seafarer is originally engaged, whether he has signed Articles or not, and shall continue until his employment is finally terminated. Payment for leave shall be at the rate of pay applicable at the time of termination in accordance with the attached wage scale plus a subsistence allowance as laid down in Article 25. Leave shall only be taken during the period of his employment if the Seafarer so desires and provided that the working of the Ship is not unreasonably affected. Any leave entitlement remaining at the time his employment is terminated shall be compensated for in cash at the daily rate specified in the attached wage scale.

Loss of Life

Death in Service

§ 19

If a Seafarer dies from whatever cause, including death from natural causes, whilst in the employment of the Owners, including death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the Owners shall pay the sums

specified in the attached schedule (Annex 4) to the widow and to each dependent child up to a maximum of 4 (four) under the age of 21. If the Seafarer shall leave no widow the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer.

Any payment effected under this clause shall be without prejudice to any claim for compensation made in law.

Service in Warlike Operations Areas

§ 20

- a) During the assignment a Seafarer shall be given full information of the war zone's inclusion in the Ship's trading pattern and shall have the right not to proceed to a warlike operations area, in which event he/she shall be repatriated at Owners' cost with benefits accrued until the date of return to the port of engagement.
- b) Where a Ship enters into an area where warlike operations take place, the Seafarer will be paid a bonus equal to 100% of the basic wage for the duration of the Ship's stay in such area subject to a minimum of five days' pay. Similarly the compensation for disability and death shall be doubled.
- c) A warlike operations area will be as indicated by Lloyd's.
- d) A Seafarer shall have the right to accept or decline the assignment without risking losing his employment or suffering any other detrimental effects.

Disability

§ 21

- a) A Seafarer who suffers permanent disability as a result of an accident, regardless of fault but excluding injuries caused by a Seafarer's wilful act, whilst in the employment of the Owners, 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 the Agreement.
- b) The disability suffered by the Seafarer shall be determined by a doctor appointed by the Owners, and the Owners shall provide disability compensation to the Seafarer in accordance with the percentage specified in the table below which is appropriate to this disability. If a doctor appointed by the Union disagrees with the assessment of the Owners' doctor, a third doctor shall be mutually agreed between the Owners and the Union, and the decision of this doctor shall be binding on both parties.

DEGREE OF DISABILITY**RATE OF COMPENSATION**

	RATINGS AB & below	OFFICERS & ratings above AB
%	US\$	US\$
50 – 100	60,000	80,000
49	30,000	40,000
40	24,000	32,000
30	18,000	24,000
20	12,000	16,000
10	6,000	8,000

with any differences, including less than 10% disability, to be pro-rata.

The compensation provided under this paragraph for 100% disability shall not exceed US\$ 80,000 for officers and US\$ 60,000 for ratings, with lesser degrees of disability compensated for pro rata.

- c) Permanent Medical Unfitness – A Seafarer whose disability, in accordance with paragraph a) is assessed at 50% or more under the attached Annex 7 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, i.e. US\$ 80,000 for officers and US\$ 60,000 for ratings. Furthermore, any Seafarer assessed at less than 50% disability under the attached Annex 7 but certified as permanently unfit for further sea service in any capacity by the Owners' doctor, shall also be entitled to 100% compensation.
- d) Loss of Rank – A Seafarer whose disability, in accordance with paragraph a) does not fall within the terms of paragraph c) but who is determined by the Owners' doctor to be able to continue to serve at sea only in a lower category of employment than that in which he was serving at the time of the accident should be entitled to the degree of disability compensation awarded in accordance with paragraph b) enhanced by 50%.

For the purpose of this paragraph there should be three categories of employment as follows: –

- Senior Officer – Master, Chief Engineer, Chief Officer, Second Engineer
- Junior Officer – All officer ranks other than Senior Officer as above.
- Ratings – All Seafarers other than officers as above.
- e) Any payment effected under paragraphs a) to d) shall be without prejudice to any claim for compensation made in law, but such payments shall be deducted from any award for damages.

Insurance cover**§ 22**

The Owners shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this agreement. The Owners shall enroll their vessels within the ITF/Folsam/PFA Group Insurance Scheme to cover their contractual liabilities under Articles 19 and 21 unless alternative arrangements are approved by the ITF Secretariat

Repatriation

§ 23

Repatriation shall take place in such a manner that it meets all reasonable requirements with regard to comfort. The Owners shall be liable for the cost of maintaining the Seafarer ashore until repatriation takes place.

A Seafarer shall be entitled to repatriation at the Owners' expense (including basic wages and subsistence allowance) either to his home or to the place of his original engagement (at the Seafarer's option):

- a) after the expiry of the agreed period of service on board, always subject to the provisions of Article 3;
- b) when signing off owing to sickness or injury;
- c) when his employment is terminated owing to discharge by the Owners in accordance with Article 27;
- d) upon the loss, laying-up or sale of the Ship;
- e) if the Ship has been arrested (whether by a Seafarer or not) provided the Ship has remained under arrest for more than 14 days;
- f) if the Owners have not complied with the provisions of the Agreement the Seafarer is entitled to claim the outstanding wages and to be repatriated at the Owners' expense;
- g) When, during the course of a voyage, the wife or, in the case of a single person, a parent falls dangerously ill whilst the Seafarer is abroad, every effort will be made to repatriate the Seafarer concerned as quickly as possible. The cost of repatriation will be borne by the Owners.
- h) A Seafarer shall not be entitled to repatriation or maintenance at the Owners' expense if employment is terminated;
 - (i) by the Seafarer in accordance with Article 27a.

Food, Accommodation, Bedding, Amenities, etc.

§ 24

The Owners shall provide the following for the use of each Seafarer whilst he is serving on board;

- a) sufficient food of good quality;
- b) accommodation of adequate size and standard;
- c) one mattress and at least one pillow, three blankets, two sheets, one pillow-case and two towels. The sheets, pillow-case and towels shall be changed at least once a week;
- d) necessary cutlery and crockery;
- e) laundry facilities;
- f) recreational facilities in accordance with ILO Recommendation No. 138 (1970).

In addition, the Owners shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment mentioned in sub-paragraphs (c), (d) and (e) above shall be of good quality.

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

Subsistence Allowance

§ 25

Whilst on paid leave a Seafarer shall be entitled to a daily subsistence allowance according to the attached Schedule (Annex 4). When food and/or accommodation is not provided on board the Owners shall be responsible for providing food and/or accommodation of good quality ashore.

Crew's Effects

§ 26

When any Seafarer suffers total or partial loss of, or damage to, his personal effects, due to whatever cause, either whilst serving on board the Ship or travelling to and from the Ship, he shall be entitled to receive from the Owners compensation up to a maximum specified in the attached Schedule (Annex 4). The Seafarer shall certify that any information provided with regard to lost property is true to the best of his knowledge.

Termination of Employment

§ 27

- a) A Seafarer may terminate his employment by giving one month's notice of termination to the Owners or the Master of the Ship, either in writing or verbally in the presence of a witness (see also Article 3 above).
- b) If the Seafarer was employed for a specified voyage, and if the voyage is subsequently altered substantially, either with regard to duration or trading pattern, he shall be entitled to terminate his employment as soon as possible.
- c) A Seafarer may refuse to sail into a warlike operations area as defined by Lloyd's.
- d) A Seafarer shall be entitled to terminate his employment immediately if the Ship is certified substandard in relation to the provisions of Chapter I, Regulation 19 of the Safety of Life at Sea Convention (SOLAS) 1974 (Annex 4), or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships. In any event, a Ship shall also be regarded as substandard if it is not in possession of one or more of the certificates required under Chapter I, Regulations 12 and 13 of SOLAS or ILO Convention No. 147.
- e) The Owners shall not be entitled to terminate the employment of a Seafarer prior to the expiry of his period of engagement (as specified in Article 3) except only that the Owners may discharge a Seafarer:
 - (i) upon the total loss of the Ship, or
 - (ii) when the Ship has been laid up for a continuous period of at least one month, or
 - (iii) upon the sale of the Ship, or
 - (iv) upon the misconduct of the Seafarer giving rise to a lawful entitlement to dismissal, provided that in the case of dismissal for misconduct of the Seafarer the Owners shall, prior to dismissal, give written notice to the Seafarer specifying the misconduct relied upon and in the event that such notice is not given as aforesaid the dismissal shall be ineffective in terminating the employment of the Seafarer and the Seafarer shall be entitled to damages in respect of the

- unexpired term of his employment in addition to the compensation provided for in (f) below.
- f) A Seafarer shall be entitled to receive compensation of two months' basic pay on termination of his employment for any reason except where:
 - (i) the termination is as a result of the expiry of an agreed period of service in his ITF Employment Contract; or
 - (ii) the termination is as a result of notice given by the Seafarer as aforesaid; or
 - (iii) the Seafarer is lawfully and properly dismissed by the Owners as a consequence of the Seafarer's own misconduct.
 - g) For the purposes of this Agreement refusal by any Seafarer to obey an order to sail the Ship shall not amount to misconduct of the Seafarer where:
 - (i) the Ship is unseaworthy/or otherwise substandard as defined in Article 27 (d) above, or
 - (ii) for any reason it would be unlawful for the Ship to sail, or
 - (iii) the Seafarer has a genuine grievance against the Owners in relation to implementation of this Agreement or his ITF Contract of Employment, or
 - (iv) the Seafarer refuses to sail into a warlike operations area.

Membership Fees, Welfare Fund and Representation of Seafarers § 28

- a) All Seafarers shall be members of the signatory Union affiliated to the ITF.
- b) The Owners shall pay on behalf of each Seafarer the Entrance and Membership fees in accordance with the terms of the signatory Union.
- c) The Owners shall pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the Special Agreement.
- d) The Owners acknowledge 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.
- e) The Owners acknowledge the right of the Union to elect a liaison representative from among the Seafarers who shall not be dismissed or victimised in any other respect nor be subject to any disciplinary proceedings unless the Union has been given advance notice and sufficient time to ensure that adequate shore based representation is provided.

Breach of Agreement § 29

If the Owners breach the terms of this Agreement the Union or the ITF, for itself or acting on behalf of the Seafarers, and/or any Seafarer shall be entitled to take such measures against the Owners as may be deemed necessary to obtain redress.

Amendment of the Agreement

§ 30

The terms and conditions of this Agreement shall be reviewed annually by the Union and if at any time the Union and the Owners 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.

Waivers and Assignments

§ 31

The Owners undertake 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 Owners, their servants or agents any wages (including Backwages) or other emoluments due or to become due to him under this Agreement and the Owners agree that any such document already in existence shall be null and void and of no legal effect.

Annex 1
List of Vessels

RANK	ITF	Basic	Guar	O/T	Guar. Total	Leave	Leave	Total Monthly
	Differential	Monthly Wage	Monthly	Rate			Sub.	Consolidated
	Scale		Overtime		Overtime			Wage
Master	3.369	1732	103	12.51	1289	346	108	3475
Ch. Engineer	3.062	1574	103	11.37	1171	315	108	3168
Ch. Nav./1st Eng. Off.	2.175	1118	103	8.08	832	224	108	2282
2nd Nav./2nd Eng. Off.								
Radio Officer.	1.742	895	103	6.47	666	179	108	1849
Electr. Eng. Officer								
Chief Steward								
3rd Nav./3rd Eng. Off.	1.679	863	103	6.24	642	173	108	1786
Electrician	1.498	770	103	5.56	573	154	108	1605
Bosun/Pumpman								
Fitter/Mechanic								
Chief Cook	1.117	574	103	4.15	427	115	108	1224
Donkeyman/Carpenter								
Eng. Storekeeper								
Able Seaman	1	514	103	3.71	383	103	108	1107
Fireman/M.man								
Oiler/Greaser								
2nd Steward								
2nd Cook/M.man stew.	0.852	438	103	3.16	326	88	108	960
O.S./Wiper	0.744	383	103	2.76	285	77	108	852
Deck/Catering Boy	0.599	308	103	2.22	229	62	108	707

Annex 3

National Holidays

Annex 4

Schedule of Cash Benefits

Cash Benefits

Article 19

Compensation for Loss of Life:

- (i) to immediate next of kin – US\$ 60,000
- (ii) to each dependent child under the age of 21– US\$ 15,000 – subject to a maximum of 4

Article 25

Subsistence Allowance:

Daily subsistence allowance whilst on paid leave US\$ 18

Article 26

Crew's Effects, Loss or Damage:

Maximum – US\$ 3,000

Article 28

ITF Seafarers' International Assistance, Welfare and Protection Fund:

Owners' Contribution – US\$ 230.00 per position per year

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], worldwide trade [A3 and A4])
 - b) number, size and type of main propulsion units (HP/KW, diesel or steam) and auxiliaries
 - c) tonnage (grt)
 - 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 para. 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) radiocommunications and radionavigation 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

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 Watchkeeping for Seafarers and the 1980 IMCO Assembly Resolution on Principles of Safe Manning.

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, radionavigation or radiocommunication 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. Accordingly, there is a need to provide a higher level of medical attention on

board Ships beyond the first-aid concept and for this reason we would suggest that Ships above a certain size shall carry a »marine physician assistant« or that a »marine physician assistant's« duties should be combined with the duties of another person forming part of the Ship's complement (see ILO Convention No. 164).

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 coordinating assistance for the Ship in distress. There must be sufficient competent manpower on board each Ship to handle the Ship's own life-boats in a safe and efficient manner to participate in other life-saving procedures.

Conclusion

10. The term »Minimum manning requirements« does not mean the minimum number in the sense of the fewest tolerable, but represents 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 (1-6) 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.

Minimum Safe Manning Scales

Manning Scale No. 1

Proposed manning scale for a cargo Ship of 200 to 499 grt with periodically unmanned engine room and trading worldwide.

1 Master
2 Deck Officers*)
3 Deck Ratings*)
1 Chief Engineer**)
1 Engine Room Rating
1 Cook

Total: 7-10 One of whom has medical
training beyond First Aid training

*) *When trading in coastal and limited trade areas, and if a properly negotiated relief system is in operation based on a one on one off system and with a maximum period of service of two months, the manning can be reduced by one Deck Officer and one Deck Rating. When engaged in worldwide trading the maximum period of service shall be three months, and the Master should not normally be engaged in watchkeeping duties.*

**) *For Ships of a propulsion power of more than 1500 kW add one Engineer.*

Manning Scale No. 2

Proposed manning scale for a cargo Ship of 500 to 1599 grt with periodically unmanned engine room and trading worldwide:

1 Master
3 Deck Officers*)
3 Deck Ratings*)***)
1 Chief Engineer
2 Engineer Officers*)***)****)
1 Engine Room Rating****)
1 Chief Steward/Cook
1 Steward/Stewardess

Total: 10-15 One of whom has medical
training beyond First Aid training

*) *When trading in coastal and limited trade areas, and if a properly negotiated relief system is in operation based on a one on one off system and with a maximum period of service on board of two months, the manning can be reduced by one Deck Officer, one Engineer Officer (only in Ships of more than 1500 kW propulsion power)*

and one Deck Rating. In such cases the Master should not normally be engaged in watchkeeping duties.

**) In Ships of less than 1500 kW propulsion power it is only necessary to have two Engineer Officers (including the Chief Engineer Officer) on board the Ship.

***) One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.

****) At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and one Engine Room Rating.

Manning Scale No. 3

Proposed manning scale for a cargo Ship of 1600 to 2999 grt with periodically unmanned engine room and trading worldwide:

1 Master
3 Deck Officers
1 Bosun
3 A.B.s*)
1 Chief Engineer
2 Engineer Officers**)
1 Electrician/Electrical Engineer
Officer/Repairman
1 Engine Room Rating**)
1 Radio Officer***)
1 Chief Steward/Cook
1 Steward/Stewardess

Total: 15-19 One of whom has medical training beyond First Aid training

*) One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.

**) At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and two Engine Room Ratings, one of which may be a Junior/Entry Rating.

***)) Vessels trading in areas A1 and A2 are not required to carry a Radio Officer subject to the Deck Officers having the required certification. Vessels trading in areas A3 and A4 are required to have a Radio Officer with a First or Second Class Radio Electronics Operator's Certificate, depending on the complexity of the equipment.

Manning Scale No. 4

Proposed manning scale for a cargo Ship of 3000 to 5999 grt with periodically unmanned engine room and trading worldwide:

1 Master
 3 Deck Officers
 1 Bosun
 3 A.B.s
 1 O.S./Junior/Entry Rating
 1 Chief Engineer
 2 Engineer Officers*)
 1 Electrician/Electrical Engineer Officer
 1 Repairman
 1 Engine Room Rating*)
 1 Radio Officer
 1 Chief Steward/Cook
 1 Steward/Stewardess

Total: 18 or 21 One of whom has medical
 training beyond First Aid training

*) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and two Engine Room Ratings, one of which can be a Junior/Entry Rating.*

Manning Scale No. 5

Proposed manning scale for a cargo Ship of 6000 to 19999 grt with periodically unmanned engine room and trading worldwide:

1 Master
 3 Deck Officers
 1 Bosun
 3 A.B.s
 1 O.S./Junior/Entry Rating
 1 Chief Engineer
 2 Engineer Officers*)
 1 Electrician/Electrical Engineer Officer
 1 Repairman
 1 Engine Room Rating*)
 1 Junior Engine Room/Entry Rating
 1 Radio Officer
 1 Chief Steward/Cook
 2 Stewards/Stewardesses

Total: 20 or 22**) One of whom has medical
 training beyond First Aid training

*) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and one Engine Room Rating.*

**) *At times when, for whatever reason, the shipboard complement, including passengers and supernumeraries, is increased by up to four persons, the Catering Depart-*

ment shall receive a bonus of 25% of their monthly basic salaries or pro rata, for the appropriate period. If the shipboard complement is increased in the range of four to ten persons an additional Cook and a Steward/Stewardess shall be added to the manning scale. For every subsequent additional ten persons add an extra Steward/Stewardess.

Manning Scale No. 6

Proposed manning scale for a cargo Ship of 20000 grt and over with periodically unmanned engine room and trading worldwide:

1 Master
3 Deck Officers
1 Bosun
3 A.B.s
1 O.S./Junior/Entry Rating
1 Chief Engineer
3 Engineer Officers*)
1 Electrician/Electrical Engineer Officer/Repairman
3 Engine Room Ratings*) ****)
1 Radio Officer
1 Chief Steward/Cook
2 Stewards/Stewardesses

Total: 21-23**) ***) One of whom has medical training beyond First Aid training

*) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engine Room Rating.*

**) *At times when, for whatever reason, the shipboard complement, including passengers and supernumeraries, is increased by up to four persons the Catering Department shall receive a bonus of 25% of their monthly basic salaries or pro rata, for the appropriate period. If the shipboard complement is increased in the range of four to ten persons an additional Cook and a Steward/Stewardess shall be added to the manning scale. For every subsequent additional ten persons add an extra Steward/Stewardess.*

***) *Vessels over 20000 GRT engaged in carrying petroleum products shall add one Pumpman.*

****) *One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.*

Annex 6

Extract

International Convention for the Safety of Life at Sea, 1974

Chapter 1

Regulation 12

Issue of Certificates

- a) (i) A certificate called a Passenger Ship Safety Certificate shall be issued after inspection and survey, to a passenger ship which complies with the requirements of Chapters II-1, II-2, III and IV and any other relevant requirements of the present regulations.
- (ii) A certificate called a Cargo Ship Safety Construction Certificate shall be issued after survey to a cargo ship which satisfies the requirements for cargo ships on survey set out in Regulation 10 of this Chapter and complies with the applicable requirements of Chapters II-1 and II-2 other than those relating to fire-extinguishing appliances and fire control plans.
- (iii) A certificate called a Cargo Ship Safety Equipment Certificate shall be issued after inspection to a cargo ship which complies with the relevant requirements of Chapters II-1, II-2, and III and any other relevant requirements of the present Regulations.
- (iv) A certificate called a Cargo Ship Safety Radiotelegraphy Certificate shall be issued after inspection to a cargo ship, fitted with a radio-telegraph installation, which complies with the requirements of Chapter IV and any other relevant requirements of the present Regulations.
- (v) A certificate called a Cargo Ship Safety Radio-telephony Certificate shall be issued after inspection to a cargo ship, fitted with a radio-telephone installation, which complies with the requirements of Chapter IV and any other relevant requirements of the present Regulations.
- (vi) When an exemption is granted to a ship under and in accordance with the provisions of the present Regulations, a certificate called an Exemption Certificate shall be issued in addition to the certificates prescribed in this paragraph.
- (vii) Passenger Ship Safety Certificates, Cargo Ship Safety Construction Certificates, Cargo Ship Safety Equipment Certificates, Cargo Ship Safety Radiotelegraphy Certificates, Cargo Ship Safety Radio-telephony Certificates and Exemption Certificates shall be issued either by the Administration or by any person or organisation duly authorised by it. In every case, that Administration assumes full responsibility for the Certificate.
- b) Notwithstanding any other provision of the present Convention any certificate issued under, and in accordance with, the provisions of the International Convention for the Safety of Life at Sea, 1960, which is current when the present Convention comes into force . . .

Annex 7

Compensation Scale

I. Injuries to Extremities

A. Hand, Arm, Shoulder

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

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

Ring finger with stiff metacarpophalangeal joint in outstretched position	5	
Ring finger with 90 degrees or more stretch deficiency in middle joint	5	
Loss of little finger (fifth finger)	8	
Loss of middle and extreme joints of little finger	5	
Loss of extreme joint of little finger	3	
Loss of thumb and forefinger (1st and 2nd fingers)	40	35
Loss of extreme joints of thumb and forefinger	18	
Loss of thumb, forefinger and middle finger	50	45
Loss of extreme joints of thumb, forefinger and middle finger	20	
Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)	55	50
Loss of forefinger and middle finger (2nd and 3rd)	25	
Loss of middle and extreme joints of forefinger and middle finger	20	
Loss of extreme joint of forefinger and middle finger	10	
Loss of forefinger, middle finger and ring finger	35	30
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	
	Percentage Right	Compensation Left
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
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b. Hand, Wrist

Loss of one hand	60	55
Stiffness in good working position	10	
Stiffness in poor working position	15	
Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction	5	
Consequences of fracture of radial bone: Forefinger to little finger down to 2 cm from the palm of the hand	18	

c. Arm

Loss of one arm	70	65
Amputation of upper arm	65	60
Amputation of forearm with good elbow movement	60	55
Amputation of forearm with poor elbow movement	65	60
Unhealed rupture of biceps	5	
Axillary thrombosis	5	

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

	Percentage Right	Compensation Left
Friction and some reduction of mobility	5	
Habitual luxation	10	
Luxatio acromio-clavicularis	5	

f. Paralysis

Total paralysis of plexus brachialis	70	65
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

B. Foot, Leg, Hip

a. Foot

Loss of foot with good function of prosthesis	30
Loss of foot with poor function of prosthesis	35
Amputation of tarsus with stump capable of bearing	15
Loss of all toes on one foot	10
Loss of 1st toe (big toe) and some of its metatarsal bone	8
Loss of 1st toe (big toe)	5
Loss of 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 (Is not, however, added to the compensation for shortening or reduction of mobility)	8
Postthrombotic syndrome in one leg	5
Essential deterioration of varicose veins or leg sores	8
Knee stiff in good position	25

Knee with stretch deficiency of up to 5 degrees	3
Knee with bending capacity reduced to 90 degrees or less	10
Knee with hampering looseness	10
Knee with strong friction during movements, with muscle wastage exceeding 2 cm as measured 10 cm above the patella and reduction of mobility	8
Knee with somewhat regular and hampering incarcerations	5
Habitual luxation of kneecap	5
Loss of kneecap	5
Well functioning totally artificial kneecap	15

c. Hip

Hip with stiffness in 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

II. 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*

8

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 6160)	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

0 – no handicap

1 – slight handicap

2 – mild to medium
handicap

CH = Communication 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

III. Neck and Back

A. Vertebral Column

a. *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

b. 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.	

IV. 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
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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.

V. 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

Annex 8

On Ships with UMS class where continuous watchkeeping in the engineroom is not carried out, the Engineers (except the Chief Engineer on Ships with 3 or more Engineers) shall be paid an additional $\frac{1}{5}$ of the hourly rate ($\frac{1}{173}$ of monthly rate) for UMS watch while the Ship is under way, i.e. not anchored, moored or grounded. In these cases the allowance shall be an additional $\frac{1}{2}$ of the hourly rate.