

NATIONAL COLLECTIVE BARGAINING AGREEMENT

05 June 2007

For the personnel on board vessels designed for the towing and assistance of ships

Stipulated in Rome between

- The ITALIAN SHIPOWNERS' CONFEDERATION (CONFITARMA)
- ITALIAN TUGOWNERS ASSOCIATION (ASSORIMORCHIATORI)
- The ITALIAN ASSOCIATION OF SHIPPING LINES (FEDARLINEA)

and

the Trade Unions listed below:

- ITALIAN FEDERATION OF TRANSPORT WORKERS–MARITIME SECTOR (FILT-CGIL)
- ITALIAN TRANSPORT FEDERATION – MARITIME SECTOR (FIT CISL)
- ITALIAN UNION OF TRANSPORT WORKERS- MARITIME SECTOR (UIL TRASPORTI)

NATIONAL COLLECTIVE BARGAINING AGREEMENT

The parties, with the present agreement, declare to have renewed – in accordance with the contractual procedures of the sector- the collective agreements of the maritime sector which expired on 31/12/2006.

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The present agreement regulates the working relationships between the owners or ship owners and the personnel on board vessels designed for the towing and assistance of ships.

FOREWORD to NATIONAL COLLECTIVE BARGAINING AGREEMENT of 24 July 1991

Granted that what herewithin declared by mutual agreement is an integral and inseparable part for all purposes of the regulations contained in this agreement and is not of innovative character but serves to clarify the mutual will of the parties also established in the previous agreements, the parties declare that with the expression <fixed allowance> in the past intended, both at national and company level, exclusively referring to special allowance, seafarer in command allowance and deck and engine allowance. Therefore, also in relation to the speciality of the working relationship of the tugboats' personnel, these parties have always wanted to exclude payments for overtime, even if continuous and/or prearranged and/or fixed amount overtime, from the calculation of the contractual provisions on which the <fixed allowances> are calculated.

Concerning the present agreement, the parties declare that the payments for overtime, even if continuous and/or preconceived and/or fixed amount overtime, must be excluded, even at company level, as in the past, they were already excluded, from the remuneration claimed as distinct and independent elements, expressly reaffirming them the exclusion of the same from the calculation of the replacement allowances of holidays or compensatory days off as well as every other provision which directly or indirectly, implicates the remuneration as a basis of calculations.

Everything specified above and agreed upon the parties furthermore declare that in every respect the determination of remuneration levels correlative to each qualification of the tugboat workers would have been inferior compared to the past and for the amounts established with the present agreement, if these parties had wished to re include in the calculations of the various provisions also continuous and/or preconceived and/or fixed amount overtime.

Art. 1 Staffing Levels

1- In each Company operating in the service of towing in ports a nominative list will be kept of the maritime personnel employees indicating their qualification and rank. This list will be posted on a notice board in the registered office at the disposal of those concerned and with the possibility of verifying and checking on behalf of the signatory Organizations.

2- The list is made up of:

- a) The sum of the crew of the tugboat in service, based on the manning documents;
- b) The reserves in order to guarantee weekly day off and those of the sixth day according to the modifications provided for by article 9, vacations and substitutions for absences due to illness, injury, leave and home leave.

Note: The weekly day off concerns exclusively the personnel of the tugboats in-port duty.

Art. 2 Manning document

- 1-** The manning documents of tug ships without centralized control will be of five people with the following qualifications:
- Master;
 - Chief engineer;
 - A second engineer (excluding ordinary seamen);
 - Two deck workers of which at least one a rating.

2- The staffing level of the crew of tugboats with centralized control in-port duty will be of four people with the following qualifications:

:

- Master;
- Chief engineer;
- Two ratings (one of which a deck rating).

3- The staffing level of the crew of tugboats with elevated manoeuvrability with centralized and computerized control with azimuth or voith thrusters which supply the tow line to vessels by a suitable winch, or where a manning document of three has already been agreed on and adopted at local level, will be of three people with the following qualifications:

- Master;
- Chief engineer;
- Rating.

In ports where, at the time of the drawing up of the present agreement, the service is rendered, with the above mentioned tugboats, with a crew of four, the possible reduction to three will be carried out without the need for agreement at company level.

In such cases the Maritime authority may organize the integration of the manning documents, as determined above, due to adverse sea weather conditions being forecast or in order to carry out particular services.

For newly purchased tugboats the manning document will be determined between the parties at company level.

If an agreement is not reached in the local office concerning the staffing level of the manning document, a board meeting will be summoned as provided for in art 45 bis.

4- In the case that the new composition of the manning documents entails layoff of personnel, the turn-over will be blocked until the necessary amount is reached in order for the service to be carried out in a regular manner. Such measure shall be adopted after possible predetermined over-time rates have been recuperated and a reduction of the annual working hours of 40 hours has been put into place in one of the possible forms.

5- The manning documents for sea-going towing service are indicated in art. 45 paragraph 6) will be defined at company level according to the norms and limits detailed in the mentioned article.

Art. 3 Employment

1- The personnel, whose work relationship is regulated by the present agreement, is to be understood to refer to those regularly employed by the shipowner with an indefinite employment agreement.

2- The relative seafarer's employment agreement will be agreed upon in the presence of the Maritime Authority, in accordance with the law, and will be drawn up in compliance with the model provided in the attachment 1 of the present agreement.

3- The employed personnel, can be, at the ship owner's discretion, transferred from one vessel to another without the right to claim further remuneration or other.

Art. 4 Probationary period and apprenticeship

1- Upon being hired the personnel must carry out a probationary period of 45 days, for masters or chief engineers of the tugboat, or of 30 days for other positions.

2-The hired personnel may carryout - before being registered in the list provided for by art. 1- after the contracted probationary period, a further training of 90 days.

3- During the probationary period both parties have the right to terminate the work relationship, with the right to contractual allowances, excluding advance notice, accrued for the work carried out.

4- The probationary and training period followed by a substantive job offer will be calculated for the purposes of seniority of service.

Art. 4 bis **Entry level salary**

1- With the intent to increase youth employment the parties agree to establish an entry level salary for young people with a position equal or superior to rating aged between 18 and 25 years old as follows: the minimum consolidated wage will be equal to 35% and 45% of that related to the job placement respectively for the first and second year of work.

2- The length for which these conditions may be applied is of two years and during this time annual increments will not be accrued nor will the regulations concerning promotions be applicable. On the completion of this period the employee will receive the full economic package and rights according to their position.

3- In the case of dismissal during the probationary period the seafarer will be paid the difference between the amount considered as entry-level salary and the amount they would have received if the remuneration had been related to the actual qualification.

Art. 5 **Hierarchical and disciplinary relationships**

1- During the period of the seafarer's employment, the hierarchical and disciplinary relationships are regulated by the Flag laws and regulations regarding the Merchant Marines and by the present Collective Agreement.

Art. 6 **Employee behaviour**

1- Employees must behave in a disciplined manner, conform to the requirements of the national authorities and to the consular and local rules in ports abroad, must obey each and every legitimate order from the Master or from any other superior with regard to the service and security of the vessel, the people on board, the cargo and the provisions.

2- Relationships between the members of the crew must be characterized by a spirit of collaboration and understanding.

3- No crew member may absent themselves from the vessel without the consensus of the Master or his delegate.

4- All crew members must show extreme vigilance in order to prevent theft, smuggling, unauthorized transport of goods, pilfering of cargo, illegal sales on board, embarking or aiding or abetting of illegal immigrants. The Master will order frequent visits to every part of the tugboat to be carried out before departure and during the voyage to ensure that there are no illegal immigrants or smuggled goods on board.

5- The ship owner has the right to terminate the seafarer's employment agreement without notice, without prejudice to the end of employment benefits, and to be refunded for all damages consequent to offences against national and foreign laws, and in particular consequent to theft, smuggling, unauthorized transport of goods, embarking or aiding or abetting of illegal immigrants, for members of crew who result in being liable of an offence and/or due to the lack of vigilance.

Art. 7

Disciplinary infractions and sanctions

1- In the case of infractions by employees, and in particular relating to the obligations provided for by art.6, and the failure to comply with their obligations that arise from the individual employment agreements, the punishment will be in proportion to the seriousness of the infraction based on the following disciplinary code.

2- Should the ship owner retain that the worker has committed an infraction or the act of the non-fulfillment which may result in a disciplinary sanction he/she shall arrange to notify the seafarer, by means of a registered letter, of the events for which he/she intends to open disciplinary procedures.

3- The worker, within five days of receiving the above mentioned notification, may give a written statement of explanation. The worker, having made his written explanation, may request a hearing to which his trade union representative may accompany the defendant or act on his behalf. The hearing must take place within two days of the request.

4- The ship owner, after having evaluated the worker's explanation, if received, and, in any case, after ten days of the notification letter being received, he/she may impose one of the following disciplinary sanctions, depending on the gravity of the events in question:

- a) Verbal reprimand;
- b) Written reprimand;
- c) Fine up to 4 hours of pay;
- d) Suspension from work and of pay up to 10 days;
- e) Dismissal.

We hereby clarify the nature and degree of the disciplinary actions:

:

a) Verbal reprimand.

In the case of an infraction of a minor nature the worker may be verbally warned and such warning counts as an official verbal warning.

b) Written reprimand.

A written reprimand is an action of admonitory nature and is imposed for infractions of an inferior gravity to those indicated in the following points. The recurrence of an infraction for which a written reprimand is called, which is still within the statute of limitations, gives the authority to the Company to impose actions which can range from a fine to a suspension of three days maximum.

c) Fines.

Are imposed for the following infractions:

1. Non-observance of working hours;
2. Non-observance of the preventive measures for accidents and of the accompanying regulations issued by the Company when they do not fall into the categories provided for by the following paragraphs d) and e).
3. Irregularity of service, abuses, lack of diligence in one's duties, when they are not of a serious nature and have not caused damage.
4. Non-conformance and non-observances similar to those described above.

The amount of the above mentioned fines (excluding the amount which constitutes compensation for damage) is donated to charitable or social security institutions...

The recurrence of infractions for which a fine is called for, which is still within the statute of limitations, gives the authority to the Company to impose further sanctions provided for by the following paragraph.

d) Suspension.

Is imposed for the following infractions:

1. Repeated non-observance of working hours.
2. Absent without leave up to 1 day.

3. Non-observance of the preventative measures for accidents and of the regulations for this purpose issued by the Company when this failure causes minor damage to property but no damage to people.
4. Present oneself at work or carry-out work in a state of inebriation or incapacity.
5. Abandonment of place of work without a justified reason apart from what is provided for by point 3. of paragraph e).
6. Using the company to carrying out personal work outside of the working hours but without purloining company material.
7. Minor insubordination towards superiors.
8. Other infractions due to negligence of similar gravity.

It is to be understood that, in the case of suspension, the administrative procedure of the disembarkation of the worker will not be put into effect. The recurrence of infractions which may result in a suspension, which is still within the statute of limitations, gives the authority to the Company to impose further sanctions referred to in the following paragraph.

e) Dismissal.

Is generally imposed for all those infractions where the gravity of the event does not allow for a further continuation of the working relationship, and in particular in case where:

1. Absent without leave for period of over one day.
2. Absent without leave repeated twice, which is still within the statute of limitations.
3. Abandonment of place of work by an employee who has been entrusted with a position of responsibility, supervision, security and control or by another employee in the case in which it may constitute damage to the safety of the people, the security of the tugboat, of the systems or port structures, cause damage to the execution of the towing service.
4. Serious insubordination towards superiors, threats or resorting to violence or refusal to obey orders.
5. Negligent or voluntary damage to Company property, work material or people.
6. Non-observance of the smoking restrictions where such action may cause damage to the safety of persons or to the security of the systems.
7. Altercations resorting to insults, riots, brawls or violences both outside and inside the naval vessels or in the offices.
8. Theft within the naval vessels or the offices of monies, valuables, materials or objects belonging to another person.
9. The recurrence, which is still within the statute of limitations, of even only one of the disciplinary infractions provided for by article 1251 of the Navigation Code or the infraction of two diverse disciplinary lapses provided for by the same article even if not disciplinary procedures provided for by the article 1252 of the Navigation Code have not be imposed.
10. Purloining of Company documents which could lead to a violation of rightful company confidentiality.
11. Undertaking personal work or work for third parties carried out during company working hours.
12. The refusal of the seafarer, without a justified reason, to transship from a tugboat in port service to a tugboat in off-shore service in accordance with the applicable regulations.
13. Other infractions due to negligence of similar gravity.

In the case of justified dismissal, in accordance with the present paragraph e) numbers 2., 3., 4., 5., 7., 8., 9., and 10., it excludes the payment of the allowance in lieu of notice.

5- In every case in which, under the present agreement, "the limitation period" of the disciplinary sanctions is mentioned, it is intended for a period of two years retrospectively.

6- In any case the parties have the right to carryout actions agreed under the applicable laws which apply to this subject.

Art. 8

Union Disputes

1- Potential disputes concerning the interpretation of this agreement will be examined by the signatory Unions, at national level, through a specific joint committee. They will examine, within 30 days from the date of the notifications of the dispute, the matters presented, and will draw up a specific report.

2- Without prejudice to the possibility of a direct agreement between the parties concerned, for potential complaints, union disputes between Company and workers, when concerning the interpretation or application of the supplementary agreement, will be examined between the Local union representatives and the ship owners. The negotiation shall begin within 48 hours of the official communication of the Union or Unions who stipulate and sign this agreement.

3- If no agreement is reached following the above mentioned examination, or when parties fail to get together, the parties will consider themselves free to proceed in accordance with the standard Union procedures.

Art. 9 Working hours

1- The normal weekly working hours are of 40 hours distributed over 5 days, equal to 173 hours monthly and 2.080 hours yearly.

2- The normal working hours are 8 hours daily to be carried out with a break of one or two hours for meals, except as provided for by paragraph 4. The suspension of work for meals must not entail a reduction of the yearly performance of 2080 hours and must be agreed upon at company level.

3- Concerning night duty (20/06) the normal working hours will lead to an increase determined in the measure of 30% of the value of the standard hour (minimum contractual consolidated wage divided by 173) for each hour effectively worked on duty in the hours between 20/06.

4- In the case of shift work service which is composed over the range of the 2080 hours yearly with an average of 173 hours monthly, the daily working hours may exceed the 8 hours without however being entitled to compensation for overtime. Should the shift work include overtime, it may be, only with company agreement, compensated with paid time off of the same length to be used within 30 days. Overtime work, in shift-work which is developed over temporary cycles diversely from seven days, shall be calculated based on the following proportion, with regard to the shift worked: $40 : 7 = x : \text{day. shift}^*$ (see example on page 14).

5- The payment for overtime will in any case be paid from the 41st hour for shifts made up of cycles of seven days. For cycles of diverse length what is provided for by paragraph 4 shall apply. The payment for overtime shall in any case be paid when it results from the slipping of working hours with regards to that provided for by the company shifts.

6- Work carried out on the 6th days of a working week will give the right, in substitution to the payment for overtime work, to the same number of days per month of compensatory rest to be deferred and/or accumulated.

7- It is to be understood that Saturday remains a working day.

8- Without prejudice to the duration of normal contractual working hours provided for by paragraph 1 the yearly reduction of the 40 hours of work will be realised with company agreement or by means of an increase of holidays or with the acknowledgement of five extra compensatory days off or by a cash payment of the same.

9- The employees will be bound to work to start the towing service until the end of the established shift and, in the cases provided for by the last paragraph of article 10, until their substitution.

10- Without prejudice to the duration of normal contractual working hours provided for by paragraph 1, with effect from 1 January 2004 a reduction of the working hours equal to 8 hours per year will be acknowledged.

**For example:*

-for a shift developed over six days the following calculation shall be carried out

$$\begin{aligned}40 : 7 = x : 6 \\ x = (40 * 6) / 7 \\ x = 34,3\end{aligned}$$

therefore overtime, in such a shift, will take effect after the 34,3rd hour.

-for a shift developed over eight days the following calculation shall be carried out

$$\begin{aligned}40 : 7 = x : 8 \\ x = (40 * 8) / 7 \\ x = 45,7\end{aligned}$$

therefore overtime, in such a shift, will take effect after the 45,7th hour.

ON RECORD STATEMENT OF ASSORIMORCHIATORI AND CONFITARMA

The growing requirement for production efficiency and reaching the maximum productivity in port operations, to give a prompt response to the demands of the customer, entail the need to carry out with the Trade Unions an in-depth analysis, within the next two years, concerning the organization of the said service, with particular attention to the possibility of distinguishing between the waiting times compared to the times of work effectively spent on board.

Art. 10 Overtime

- 1-** All work carried out by members of the crew beyond the hours established in art. 9 of this agreement is to be considered overtime.
- 2-** Any work carried out, in accordance with art. 12, for the safety of the navigation shall not be considered overtime.
- 3-** The hours of overtime shall be contained within the monthly limit of 90 hours in the ports where normal in-port day shift is carried out with three or fewer than three tug boats.. In all other ports this monthly limit shall be of 50 hours.
- 4-** For the purposes of compensation for overtime, night hours are to be understood as those between 8 p.m and 6 a.m.
- 5-** Without prejudice to the more favourable conditions already provided for in company agreements, the hours of overtime will be paid based on a quarter (1/4) of the entire hour if the work does not exceed fifteen minutes, or based on two quarters (2/4) if the work does not exceed thirty minutes. If the work exceeds 30 minutes an entire hour of overtime will be paid.
- 6-** In the case of more shifts, for work which requires a continuous presence, the exiting shift worker may leave the place of work only when substituted, it being understood that the substitution must take place within a maximum term of 2 hours from the end of the shift.

Art. 11 Compensation for overtime

- 1-** The remuneration to count for the determination of hourly pay for overtime is made up of the minimum contractual consolidated wage.
- 2-** The hourly rate is determined by the dividing of the above specified wage by the divisor 173 , the rate is increased respectively by the following percentages: for the ports of Genoa, Livorno, Naples, Ravenna, Trieste, Venice, Taranto, Augusta, Savona, La Spezia, Civitavecchia, Gioia Tauro

**Working day
(day hours)**
25%

**Working day (night hours)
and holiday day (day hours)**
45%

Holiday (night hours)
50%

For the ports of Ancona, Gaeta, Palermo

**Working day
(day hours)**
30%

**Working day (night hours)
and holiday day (day hours)**
35%

Holiday (night hours)
20%

For all other ports

**Working day
(day hours)**
20%

**Working day (night hours)
and holiday day (day hours)**
25%

Holiday (night hours)
15%

Art. 12

Work for the safety of navigation

1- members of crew will be required to lend their service without the right to compensation for overtime, for the safety of the navigation, the cargo, provisions, the rescue of the tugboat or the persons on board.

2- Special work concerning the safety of the tug boat, the people on board, the cargo, is intended the work that might be deemed necessary, on the judgement of the deck officer in command, for the requirements which do not come under those of the normal work of the tugboat.

Art. 13

Work for the maintenance and cleaning of the tugboat

1- In addition to the necessary port and navigation services, the crew must carry out all of the customary cleaning and maintenance work, assist in the repairing of the company tugboats and maintain the upmost cleanliness in their living areas with the right to compensation for overtime where the above mentioned work is carried out outwith the normal working hours.

Art. 14

Personnel tasks and flexibility

1- personnel is employed on board the vessels which carry out the work of towing and assistance of ships and boats in general, both in ports and offshore, to carry out the work related to their position.

2- In anycase the pettyofficer and able-seamen may be deployed for duties ashore (for example: maintenance of vessels and workshop duties when destined for the service of the same vessels) and on board, according to the company requirements agreeing upon the conditions of use.

3- Petty officers will maintain their rightful remuneration even if employed in jobs belonging to the able seamen.

4- Whatsoever tasks carried out either on board or on land shall not result in reductions with regard to the amount recieved by the worker on board nor concerning the normal working hours.

5- Subject to the provisions of the previous paragraphs 2,3 and 4, the ship owner or Master, in the interests of the navigation service, has power to assign workers on a temporary basis to different services to the one for which they were employed, provided that they are not unsuitable to their rank or position. In case of necessity for the safety of the vessel the personnel may be assigned to any service.

6- The personnel are required to carry out their work in the ports run by the same Company subject to the provisions agreed upon.

7- The period of service in the position for deck boys and ordinary seamen (deck) may not exceed respectively 12 and 20 months. The engine boy after a service of 24 months in the position will be promoted to the category of firemen or greasers.

8- Members of the crew who carry out different duties with regard to those for which they were taken on board are entitled to the wage due for such duties, if superior.

9- Firemen and greasers, in possession of the qualification of motorman or of marine mechanic, who have carried out sea-going duties of fitter or motorman for a minimum period of 6 months, will be remunerated in the same way as petty officers.

Art. 15 Promotions

1- The promotion from rating to petty officer, from petty officer to officer and from officer to master or chief engineer will be put into effect at the point when the superior position becomes vacant and such promotions will be put into effect in respect of eligibility linked to length of service. Seafarers in service with the required qualifications will be eligible for promotion.

2- In particular, the able seamen in possession of the required professional qualification, gain the right to promotion to:

- Officer, for sea-going service, after 9 months of working in this position and job;
- Master or chief engineer after 8 months of working in this position and job for officers and after 18 months for able seamen.

3- In consideration of the above in accordance with the availability of the positions in the company and the acknowledged eligibility and technical preparation of the seafarer.

Note: Those who accrue the right to promotion to Master or Chief Engineer will have preferential treatment over outside applicants concerning the substitution of the master or chief engineer, when the latter are on holiday

Art. 16 Goods on loan

1- The personnel who have goods on loan, are required to return these objects or to pay for them in failure of doing so.

Art. 17 Wages

1- The parties have agreed to consolidate the basic wage, the cost of living allowance and the monthly inflation adjustment (E.D.R), in the new single provision called "minimum contractual consolidated wage". Hence for the personnel on board the vessels designed for the service of the towing and assistance of ships the monthly amounts of the minimum contractual consolidated wage indicated in the table of the annex 2 will be applied.

Art. 18 Periodic seniority increases

1- For seafarers who as of 31 December 1980 accrued, under the previous agreement, a certain number of increases, the amount will be increased by 50%.

2- For seniority of service accrued from the date of the last promotion up to 31 December 1980 a pro-rata amount of 2% of the wage table of 31 December 1989 increased by 50% will be paid.

3- The total amount of the increases including the pro-ratas will be frozen to a fixed amount per "personam", which is not absorbable, and will constitute an integral part of the pay for the sole purposes of Christmas and Easter bonuses, allowance in lieu of holidays and compensatory days off, allowance in lieu of notice and end-of-employment benefits.

4- The seafarers will be entitled to, for seniority accrued from 1st January 1981 with the same company, to an increase for each two-year period of seniority according to the amounts indicated in the table provided for by the attachment 2 bis. After the first two year period of seniority, accruing further similar requisities, further

four biennium increases will be paid, up to a maximum total of five increases, to be considered coefficient of the wage as of the previous paragraph.

The value of the increases shall be re-evaluated, upon each increase of the minimum contractual consolidated wage, by an amount equal to the increase of the minimum contractual consolidated wage multiplied by the ratio 0.05, to take account of the number of increases accrued by each seafarer.

Art. 19 Cost of living allowance

1- The cost of living allowance, no longer index linked following the interconfederal protocol of 31 July 1992, and frozen on the date 31/12/1991, has been included in the minimum contractual consolidated wages.

Art. 20 Shift Allowance (*)

A) MAJOR PORTS

1- Shift allowance, for the Companies which pay it and in the measures agreed upon constitutes an element of the wage valid exclusively for the purposes of the calculations of the following provisions:

- 13th and 14th monthly wage;
- holidays;
- compensatory days off related to Sundays and paid days off provided for by paragraph 6 and 7 of art. 9 and midweek and national holidays worked; ;
- severance pay
 - Allowance in lieu of notice;
 - Paid leave;
 - Sick pay paid for by the IPSEMA (ex maritime funds).

2- Exclusively seafarers working port shifts are entitled to this allowance.

3- Shift allowance is divisible in hourly rates.

(*) (see annex 3, pag. 48).

B) MINOR PORTS

4- With regard to small ports and also to the particularity concerning the periods of time of the services carried out there, it is intended those ports where the service of towing is carried out with three or less than three tugboats and where the predetermined overtime was paid both for actual work carried out or without, in addition to the normal pay, a shift allowance will be paid which is made up of the value of the compensation of the above mentioned predetermined overtime and of the relative total hours, both with reference to the date of 31 December 1980. Such amount will only be increased by the difference between the value of the old hours of Saturday and that of the hours of the sixth day and paid as monthly allowance at a percentage of 85% of its effective total (see annex 3 pag. 48).

5- Shift allowances provided for by paragraphs A) and B) of the present article will not be paid during the probationary period for the newly employed.

Once the probationary period has been completed shift allowance will be paid without any right to the lying time.

The monthly shift allowances already existing will be increased by the following measures:

- a) companies which, at a date prior to 6 March 1992, had stipulated insurances in favour of their maritime personnel with benefits equal or superior to those provided for by art. 32, letter C).

- from 1st April 1992

Deck boy	€	4,11
Ordinary Seaman	€	4,64

Rating	€	7,13
Petty Officer	€	7,99 + 8,41(*) = 16,40
Second Mate	€	8,91
Chief Mate	€	9,56
Master and Chief engineer	€	12,36

- from 1st August 1993 additional

Deck boy	€	4,11
Ordinary Seaman	€	4,64
Rating	€	7,13
Petty Officer	€	7,99
Second Mate	€	8,91
Chief Mate	€	9,56
Master and Chief engineer	€	12,36

- a) companies which had not stipulated insurances in favour of their maritime personnel, with benefits equal or superior to those provided for by art. 32, paragraph C).

- from 1st April 1992

Deck boy	€	1,63
Ordinary Seaman	€	2,17
Rating	€	2,18
Petty Officer	€	3,04 + 8,41 (*) = 11,45
Second Mate	€	3,96
Chief Mate	€	4,61
Master and Chief engineer	€	7,42

- from 1st August 1993 additional

Deck boy	€	1,63
Ordinary Seaman	€	2,17
Rating	€	7,13
Petty Officer	€	7,99
Second Mate	€	8,91
Chief Mate	€	9,56
Master and Chief engineer	€	12,36

- b) If in single ports shift allowance is not paid it will be replaced by a sum equal to the amounts provided for by letter a), if in existence of insurance, and by letter b) in the case of no insurance.

(*) this amount, determined by the agreement of 6 March 1992, was added to this qualification/postion as a correction of the amounts previously paid in the other contractual provisions.

Art. 20 bis National Navigation Allowance

1- The parties, having considered that up to now the National collective agreement did not provide compensation for the disadvantage deriving from the work carried out on board the vessels designed for the towing service and that this disadvantage has increased taking into consideration the new legal frameworks contained in the present agreement (in particular those concerning the manning documents and the flexibility of working hours), agree to institute a navigation allowance, called "national" in order to distinguish it from that potentially provided for by the supplementary agreements.

2- The amounts of the national navigation allowance, as indicated in the following paragraph, are differentiated in relation to the port in which the workers carry out their work, to take into consideration the different shifts adopted in view of the specific requirements arising from the different dimensions of the port

realities and therefore, their amount is determined in relation to the number of tugboats provided for regulation of service under art. 102, Navigation Code.

The workers are entitled to receive the national navigation allowance providing that at company level a reduction of the overall wages exists (and also by means of the abolition of types remuneration provided for locally) for an amount not inferior to that deriving from the appointing of the national navigation allowance. The right to national navigation allowance provided for by the present article will have the same effective date of the reduction provided for at company level. Such operation must in any case be determined by 31 December 2003.

NATIONAL NAVIGATION ALLOWANCE:

	Seafarer in Command	Rating
Ports with one or two tugboats provided for in the service regulations:	€ 0,0864	€ 0,0576
Ports with three tugboats provided for in the service regulations:	€ 0,8641	€ 0,5760
Ports with four or five tugboats provided for in the service regulations:	€ 1,7281	€ 1,1521
Ports with a number of tugboats provided for in the service regulations equal to or superiour to six:	€ 2,5922	€ 1,7281

The amounts included in the sections indicated above will be paid for the normal hours effectively worked. The above indicated amounts refer only to the positions of seafarers in command and ratings; the amounts relative to all other positions will be calculated with regard to the amount attributed to the rating, parameter 136.

The national navigation allowance, as a result of the criteria based on which the total was determined, having considered the overall work carried out and the legislation contained in the present agreement, will be paid exclusively with regards to the normal effective working hours and therefore with the exclusion of overtime and will not be included in any contractual provisions.

If at company level, after having effectuated the transfer mentioned above, there is a residual amount of compensation provided for by the supplementary company bargaining, this amount will be transformed into a cheque per personam which will be recognized only for the workers in service at the stipulating of the present agreement, specifying the right for which these amounts were recognized. This operation may only be effectuated in those ports in which the institution of a payment per personam (or a similar arrangement having the same effect), not absorbable or recuperable over the years, has not already been established for agreements prior to the stipulation of the present agreement.

The maximum transferable amount in these circumstances per personam will be equal to 50% of the global value of the supplementary bargaining before the creation of the arrangements national navigation allowance.

Obviously on local grounds requests may not be put forward, even under a different form, which result in the reinstatement of the sums transferred provided for under the present article.

In consideration of everything above mentioned, what is provided for by the following article 23, remains unchanged and is absolutely independent from it and cannot be accumulated.

Change of the service regulations, does not result in variations with regards to level at least until the expiry of the normative part of the National Collective Bargaining Agreement.

Art. 21 Christmas and Easter Bonuses

A) CHRISTMAS BONUS

1- On occasion of Christmas the personnel who have completed a year of embarkation, will be paid a Christmas bonus made up of a monthly pay of the following elements:

- a) minimum contractual consolidated wages;
- b) periodic seniority increases;
- c) established subsistence allowance;
- d) shift allowance;

e) special allowance (**).

B) EASTER BONUS

2- On occasion of Easter the personnel who have completed a year of embarkation, will be paid an Easter bonus in the measure of 100% (one hundred percent) of the elements considered for the payment of the Christmas bonus.

3- For the personnel who entered into service during the year or who end their service during the year, the Christmas and Easter bonus will be paid according to the same number of 12th monthly wages as the months completed on board, calculating as a whole month the fraction equal to or superior to 15 days and not calculating those inferior.

4- In the case of the termination of the working relationship, when settling other compensations, pro-ratas of the Christmas and Easter bonus will also be paid.

Art. 22 Family allowance

1- Family allowance is paid to the seafarer in the measure and modalities established for the workers of the sector by the specific provisions of law.

Note: On the ground of the provisions of law in force, the family allowance is also due for the period of notice, even if the employer has availed himself of replacing the same by the relevant relative indemnity, and for the holiday period.

(**) For residual amounts, see supplementary company bargaining

Art. 23 Navigation Allowance for sea-going towing service

1- During the sea-going towing service the following daily compensations will be paid for each day off-shore:

Master and Chief Engineer	€	48,88
Chief mate	€	42,97
Second mate	€	42,64
Petty officer	€	39,48
Rating	€	38,27
Ordinary seaman	€	31,55
Deck boy	€	30,89

2- In the case where the off-shore is of a duration equal or inferior to 5 days, the daily compensation for each day off-shore will be:

Master and Chief Engineer	€	46,19
Chief mate	€	40,76
Second mate	€	40,35
Petty officer	€	37,87
Rating	€	36,66
Ordinary seaman	€	31,23
Deck boy	€	30,68

3- A supplement of the subsistence allowance is to be added to the above mentioned compensation provided for by paragraphs 1 or 2 as a ratio of € 0,52 per day per-person.

It is to be understood that for sea-going services which exceed 5 days the amounts provided for by paragraph 1 are due.

Upon the completion of the 5th day the treatment will become that of normal sea-going service from the first day.

These allowances have the specific purpose of compensating the commitment required from the requirements of sea-going navigation, as well as the services carried out outwith the normal working hours.

These compensations will not be paid during the period of compensatory days off accrued off-shore, nor will they be calculated in the wages or in any other provisions which directly and/or indirectly affect the remuneration as a basis of the calculation, in accordance with and for the purposes of art. 325 c.n. and of art. 4, 1st and 2nd paragraphs of the law 29 May 1982, n. 297.

4- The allowances for sea-going towing service are not due to the seafarers of tugboats who for company service requirements are transferred from Port to Port.

5- The necessary condition for the sea-going service to be recognised, is that the length exceeds 24 hours.

6- In sea-going service, Saturdays spent on board, will result in the accruing of a compensatory day off, in the same manner as Sundays, to be used on the tugboat's return to the home port, except for exceptional service requirements. It is to be understood that Saturday, although resulting in a compensatory day off, remains a working day.

Art. 24 Epidemic risk allowance

1- When a tugboat docks in a Port recognized as being struck by an epidemic illness by order of the competent authority, all the crew will be paid an allowance equal to 7% (seven percent) of the minimum contractual consolidated wage for the period of time between the arrival in the infected port to the day of free release into the next port of call, not beyond 15 days from the departure from the infected port.

2- The allowance is also due in the event that the Ministerial order is issued after the ship's date of arrival in the infected port, but with reference to the time of docking and length of stay of the ship in the fore-mentioned port.

Art. 25 Subsistence Allowance

1 – The compensation for subsistence allowance for all Companies which do not have a canteen or an equivalent service, is established in the non divisible rate of € 1,29 daily.

2 – Without prejudice to any potential more favorable company or personal conditions which are in force on the date of the stipulation of the present contract.

Art. 26 Value of subsistence allowance as coefficient of the remuneration

1 – In all cases where it is necessary to calculate the subsistence allowance as coefficient of the wage or consider it as coefficient to calculate the amount of payment for compensation (e.g.: compensation in lieu of notice; end-of-employment benefits; compensation in lieu of annual holiday leave and compensatory rest; daily compensation for illness or injury, Christmas bonus, Easter bonus etc.) the value of the subsistence allowance due, is determined as follows:

- Masters, Chief Engineers and Officers	€ 6,97
- Petty Officers	€ 5,89
- Ratings	€ 4,96

Art. 27 Terms and conditions of payment of wages and other compensations to seafarers –pay log

1 – The minimum contractual consolidated wage is paid at the end of each month or at the end of each voyage when the length of the voyage exceeds one month and within three days (excluding holidays) in national ports.

2 – Other compensations will be paid no later than 15 days from the end of the month.

3 – During the the voyage the Master will pay a cash advance to the crew for compensations accrued, up to a maximum of 80%, funds permitting.

4 – The advance payment in foreign currency will be paid within the limits established relevant Ministry and will be calculated at the official exchange rate of the day of payment.

The amount of the counter value calculated as above may not exceed the balance due to the seafarer for the compensations accrued in their favour at the time of the advance payment.

5 – Each seafarer, by the terms of the law, will be provided, at the ship owner's expense, a log book or an equivalent document where the compensations and all supplements paid will be specified.

6 – Without prejudice to more favorable conditions already in force at company level, in case of illness exceeding thirty days, the seafarer employed on an open-ended contract, at their request, may be granted a loan equal to the basic monthly consolidated wage, the restitution will take place at the time of the payment by the IPSEMA.

Art. 28 Public Holidays

1 – Public holidays are deemed to be as follows:

- a) Every Sunday;
- b) la festa della Repubblica (2 June), Liberation Day (25 April), Labour Day (1st May), National Unification Day (4 November) ⁽¹⁾;
- c) the following additional holidays:
 - New Year (1 January);
 - Epiphany (6 January) ⁽²⁾
 - Easter Monday;
 - The Assumption (15 August);
 - All Saints Day (1st November);
 - Immaculate Conception (8 December);
 - Christmas (25 December);
 - Boxing Day (26 December);
 - Patron Saint of the City.

2 – Christmas Eve and the evening before Easter are considered half-holidays, that is to say holidays only the afternoon hours count.

3 - The personnel who must work on board or be at the disposal of the ship owner for work demands on a Sunday or a national holiday or another weekday holiday, are entitled to, in addition to a compensatory day off, a payment equal to 15% of 1/26 of the monthly wage (minimum contractual consolidated wage and special allowance) in the case that the work carried out on a holiday lasts less than four hours and to 30% if this work exceeds the four hours.

This payment will not be paid when the work carried out on a holiday is paid as overtime. During the period of compensatory rests the subsistence allowance provided for by art.25 will be paid.

4 – Compensatory rest relative to Sundays worked must be used up in the period of the next week. In the case where due to particular or exceptional service requirements, the compensatory rest may not be conceded, for national and weekday holidays not used up, the ship owner will pay the seafarer, in addition to the above mentioned economic treatment, an amount equal to 1/26 of the monthly wage (minimum contractual consolidated wage, shift allowance and residual special allowance), to be paid within the trimester of which the same compensatory rests refer to.

5 – If a national holiday or other normal midweek holiday falls on a Sunday, the personnel has the right to, in addition to the above mentioned conditions and an amount equal to 1/26 of the monthly wage (minimum

⁽¹⁾ The feast of 4 November will be treated under the conditions provided for by the contract for the national holidays falling on a Sunday as agreed by the Memorandum of Understanding 12 July 1977.

⁽²⁾ In the case when at company level a holiday period greater than that established by art. 29, the reinstatement of the 6 January holiday will be assimilated into the existing more favorable company conditions concerning holidays.

contractual consolidated wage, shift allowance and and residual special allowance). It is at the ship owner's discretion to grant a compensatory rest in substitution of this amount.

ON RECORD STATEMENT

In order to further clarify what is provided for by paragraphs 3 and 4 of art. 28, the parties clarify that the compensatory rest recognised for Sundays worked in port shift shall not be added to the weekly rest which would give rise to two days of rest, but they will run concurrently.

Art. 29 Annual Holiday Leave

1 – All members of crew are entitled to a period of paid holidays (minimum contractual consolidated wage, residual special allowance, shift allowance, potential periodic seniority increases provided for by art. 18, subsistence allowance provided for by art.25) of 31 calendar days for each year of service or pro-rata for the able seamen and of 33 calendar days for the masters and chief engineers. These periods are increased respectively to 33 and 35 calendar days for the personnel with length of service of at least 10 years. Holidays take effect from the following day of accrued rest in the shift cycle underway at the time of going on holiday.

2 – The start of each holiday period shall be communicated to those concerned at least 10 days before.

3 – The personnel will have the normal right to make use of the holiday period without interruption, except for impediments resulting from service requirements, in such case the ship owner will be allowed to break the holiday into two periods. The holiday period must be used up in the year of accrument.

4 – When fixing the period the company will take into consideration, compatible with service requirements, the possible preferences of those concerned.

5 – During the period of holidays, days of rest concerning Sundays and sixth days, which fall under the same period will not be accrued.

Note: The holidays have been increased when the contracts were renewed on 22 August 1978 and 4 January 1981. An increase of 6 days to compensate the loss of 5 religious holidays (Epifania, S. Giuseppe, Ascensione, Corpus Domini, S. Pietro e Paolo) plus one extra days holiday.

Art. 30 Leave of absence

1 – The employer may grant a leave of absence to a worker who puts forward a request, for recognized personal and family needs. This period may not exceed 6 months. The said period of leave does not give the right to wages nor accrument for any contractual purpose.

Art. 31 Social security

1 –All members of crew are insured for disability and old-age, tuberculosis and involuntary unemployment according to the specific provisions of the law and regulations of the relevant Social security institutions.

2 – All members of crew are insured against injury and illness in accordance with the law.

3 – The seafarers who are temporarily unfit for navigation who benefit from the treatment provided for by law 16 October 1962 n. 1486, will be provided with pharmaceutical and hospital health care assistance by the Authorities provided for by law.

Art. 32 Health Insurance

1 – In addition to the compulsory legal insurances personnel of the tugboat are also insured against the following risks with relative compensation:

A) Insurance in the event of death due to illness.

In the event of death within 12 months from the date of discharge or caused by illness contracted while in service, the ship owner will ensure the following compensation:

- a) If the seafarer leaves a widow only:
 - Officers € 258,23
 - Petty officer € 232,41
 - Ratings € 206,58
- b) If the seafarer leaves a widow, an underage child or only an underage child:
 - Officers € 387,34
 - Petty Officer € 335,70
 - Ratings € 309,87

Plus a quota of € 51,65 for every additional underage child.

If the seafarer leaves neither widow nor underage children, but a father over the age of 65 or absolutely unable to work or a fifty-year-old mother or unable to work, when the mother is a widow or separated from her husband without other child of an adult age or the seafarer results to be the sole or principal necessary support of both, they will be eligible to receive the compensation equal to the amount if the seafarer had left a widow only.

B) Insurance in the even of permanent disability.

In the event of total permanent disability, occurring within 12 months from discharge, as a result of an illness contracted due to service, the following compensation will be insured:

- Officers € 258,23
- Petty Officer € 232,41
- Ratings € 206,58

C) The companies will agree to apply what is provided for by the agreement of 20 December 2002, reported in annex 4, only if the relative collective company agreements do not provide more favourable insurance conditions for the same rights.

The withdrawal must be ordered for by the competent second level medical commission, or by a board of arbitration as stipulated in annex 5. Any potential more favourable conditions present at company level will be maintained.

**Art. 33
Accident insurance**

1 – In addition to the compulsory legal insurance the ship owner will also insure the following compensation:

- 1) In the event of death or permanent disability caused by ordinary risk, for all employees engaged:
 - compensation amounting to the respective difference between 5 and 6 years' remuneration (proportionally reduced in the event of permanent or partial disability) and the amount legal capital income calculated according to the regulations of art.39 of the Presidential Decree 30 June 1965 n. 1124 and amendments;
- 2) In the event of death or permanent disability as a consequence of an accident caused by risk of war or mines, for all seafarers:
 - a) A capital compensation equal to 50% of the capital covering the legal income;
 - b) An additional capital compensation of € 258,23 if concerning officers and of € 185,92 if concerning petty officers or able seamen.

2 – in the event of partial permanent disability the compensation will be proportionally reduced in relation to the degree of disability recognised by law.

Art. 34
Regulations for Accident prevention

1 – For the prevention of accidents/injuries the regulations contained in the annex will be observed.

Art. 35
Compensation for loss of personal effects

1 – In case of the loss of all or the majority of personal effects due to war or other accident, the personnel has the right to compensation from the ship owner for the damage they have been subjected to, within the following maximum limits:

- Masters and chief engineers: € 148,74;
- all other personnel: € 111,55.

2 – For partial loss the maximum compensation will be proportional to the amounts indicated above. The compensation relative to the loss of scientific tools and devices will not be due when it is clear that they were not belonging to the seafarer or they had been provided for by the ship owner.

Art. 36
Length of service

1 – The period of absence for illness or injury up to a maximum of 360 days and the period of military service for call or recall to the armed forces, do not interrupt the length of service but during this period no salary will be paid.

2 – Moreover length of service will continue in the case of possible promotions.

Art. 37
Marital Leave

A) SEAFARERS IN COMMAND

1 – Masters, chief engineers and officers who get married will be granted special paid leave of 15 days by the ship owner.

2 – To take up this leave the person concerned must put forward a request with adequate advance notice.

3 – The above mentioned leave may not be taken during the period of annual holidays, nor may it be considered entirely or in part or as a whole as a period of notice of resignation.

4 – For the payment of compensation the criteria followed for holidays will be adopted.

5 – The period of marital leave is calculated for the purpose of the determination of length of service.

6 – Before being granted the licence, the certificate of the marriage bans, must be presented.

7 – The celebration of the marriage must be documented within 90 days from the date of the wedding.

B) PETTY OFFICERS AND ABLE SEAMEN

8 – Petty officers and able seamen who get married will be granted a special leave of 15 consecutive days.

9 – Seafarers who are entitled to the leave provided for by the previous paragraph are those who have been employed for at least one week.

10 – To take up this leave the person concerned must present a request with at least 6 days of notice except in exceptional cases.

11 – Marital leave may not be taken during the period of annual holidays, nor may it be considered in part or as a whole as period of notice of resignation.

12 – During the period of marital leave seafarers will be paid a bonus calculated by multiplying by the average daily earning of the last wage period by 8, calculating also the value of the subsistence allowance, overtime compensation and any other supplementary allowances or indemnities, even occasional, with the only exception of the Seafarer's end-of-employment benefits, Christmas bonus, Easter bonus, the compensation replacing the earned and not yet enjoyed holidays and potential "one off" paid indemnities.

13 – If navigation requirements do not allow for, in whole or in part, the concession of the leave in the period of the marriage, it will be left to the seafarer's discretion the choice to delay, entirely or in part, the marital leave, or to terminate the working relationship with the right to the payment of employment agreement termination allowance, excluding notice.

14 – The bonus for marital leave is paid to the seafarers by the ship owner on behalf of the INPS (Italian Institute of Social Security).

15 – The reimbursement to the ship owner of the amounts paid for marital leave will be made by the INPS upon the receipt, sent by the ship owner, of the marriage certificate presented by the seafarer who took up marital leave and with the terms established by the same institute.

Art. 37bis

Period of job conservation for gaining professional qualifications

1 – The seafarer who is not a Master nor chief engineer, who has a seniority of service not less than 5 years, may be granted by the agency, a period of job conservation for the time strictly necessary to obtain professional qualifications which require a period of sea-going service, all of which must be documented.

The aforementioned period of job conservation does not result in pay nor the accruing for any contractual purposes nor acquisition, in that period of seniority, nor for the purpose of the end-of-employment benefits or for periodic increases of seniority, and may be permitted accordingly with the service requirements.

Personnel if called as a substitute for the seafarer will be employed on a fixed term basis for the period of substitution.

The gaining of a professional qualification does not give the right to promotion.

Art. 38

Parental leave

1 – Workers' entitlements will be recognised under the regulations of the law 8 March 2000 n. 53 and the later Prime Ministerial decree 21 July 2000 n. 278.

Art. 39

Termination of seafarer's employment agreement

1 – The employment agreement is terminated by right in accordance with art. 343 of the navigation code, as applicable.

2 – Justified reasons for the cancellation from the list provided for by art. 1 and the termination of the working relationship are considered as follows:

- a) Disembarkation due to the fault of the seafarer in accordance with paragraph 13 of this article;
- b) Disembarkation at the choice of the seafarer;
- c) The refusal of the seafarer to tranship from a tugboat in port duty to a sea-going tugboat, in the established rotation, without a justified reason;
- d) Inability to carry out their professional duties;

- e) The reaching of the age limits provided for retirement by the applicable regulations:
- f) The reduction of the social fleet, the reduction of traffic, decommissioning exceeding 60 days. In these cases the cancellation from the list and the termination of the relationship will be made, rank by rank, starting from those who have lesser company seniority of service.

TERMINATION AT THE REQUEST OF THE SEAFARER

3 – The working relationship may be terminated by personnel with 48 hours notice.

4 – The ship owner will pay the seafarer only the end-of-employment benefits proportional to the length of service given in accordance with art 41 of the present agreement.

5 – Moreover, the seafarer, may not sign-off without the authorization of the maritime authority where it is not possible to replace them.

TERMINATION AT THE REQUEST OF THE SHIPOWNER

6 – the employment agreement, in navigation outwith the port range, may be terminated by the ship owner at any time or place (notwithstanding the obligation to repatriate)

TERMINATION DUE TO FORCE MAJEURE OR FOR JUST CAUSE

7 – When the termination of an agreement occurs in consequence of one of the cases listed below the seafarer of any rank or their heir at law will have the right to the end-of-employment benefits and to half of the notice with a minimum of 15 days compensation:

- Force majeure, unexpected event, by “act of a Prince”;
- death, injury, illness of seafarer⁽¹⁾;
- decommissioning of the tugboat for reclassification or repair of a duration exceeding 30 days;
- decommissioning of the tugboat for lack of business for a period exceeding 30 days;
- shipwreck or other maritime accident;
- Call or recall to the armed forces;
- Trading ban.

8 – Personnel disembarked due to injury or illness, will have their position conserved, without the right to any pay, but with the recognition of length of service, up to a maximum of 360 days (see art. 36)

8 bis – Personnel disembarked due to work related injury, will have their position conserved, without the right to any pay, but with the recognition of length of service, until medically recovered.

Personnel disembarked for non-work related illness or injury will have their position conserved, without the right to any pay, but with the recognition of length of service, up to a maximum of 360 days over a three year period.

9 – In the case of decommissioning of the tugboat for reclassification or repairs of a period exceeding 30 days, the seafarer will have, upon the recommissioning, priority of the employment.

10 – In the case of decommissioning in accordance with the present article and with the introduction in service of another tug boat, the disembarked personnel from the decommissioned tugboat will be immediately embarked on the new tug boat.

11 – In case of decommissioning of the tugboat for lack of business, the period beyond which the decommissioning is considered the cause of the termination of the working relationship is of 30 days.

TERMINATION BY FAULT OF THE SEAFARER

12 – If the termination of the employment agreement is the result of the fault of the seafarer, the ship owner must pay the end-of-employment benefits, in proportion to the length of service provided and when necessary by law, the seafarer must recompensate damages caused to the ship owner.

⁽¹⁾ Cf. paragraph 8

13 – Serious faults are considered, among other reasons, insubordination, frequent drunkenness on board and recurring disobedience.

14 – the seafarer is to entitled to contest the legitimacy of the action at the maritime or consular authority and in the case that his argument is upheld, he has the right to compensation in lieu of notice in the measure provided for by art. 40.

15 – Moreover, the seafarer is entitled to contest the legitimacy of the action to the Juridicial Authority and if the judge issues a verdict in his favour he has the right to be reinstated in his position and also to be re-registered on the list.

Art.40 Notice

1 –the employment agreement in the case of termination by the ship owner, has to comply with the following terms of notice:

- 18 days, for the Masters and Chief engineers;
- 12 days, for all other personnel.

Art. 41 End-of-employment benefits

1 – end-of-employment benefits, is regulated by law 29 May 1982, n. 297 and in particular, in accordance with the second paragraph of art. 4 of the forementioned law, states that the actual payment is made up exclusively of the following elements:

- Minimum contractual consolidated wage;
- Residual special allowance;
- Shift allowance;
- Normal value of subsistence allowance;
- Christmas and Easter bonus shares;
- Periodic seniority increases.

2 –Seniority of service is determined by adding up the periods of actual work carried out by the seafarer with the same ship owner, provided that under each agreement, no interruption exceeding 90 days has occurred, nor a regular payment of the end-of employment benefits.

3 – The fractions of a year will be counted in twelthes calculating as whole month any period equal or superior to 15 days.

Art. 42 Taking over and merging of the company – Selling of the tug boat

1 – The taking over and merging of the company do not terminate the work relationship and the personnel assigned to the company conserve their rights with regards to the new owner.

2 – The selling of the tugboat abroad, that is to say with the taking over of the flag, terminates the employment agreement by fault of the ship owner.

Art. 43 Posting of agreement on board

1 – The master will ensure that on the vessel, in an accessible place for all the crew, there will be a notice board on which a copy of the present collective agreement and the supplementary bargaining, the regulations of service and every other regulation which is required by the Authority, will be permanently placed.

Art. 44 Owner's particular list (TP) – Continuity of employment (CO)

1 – The parties reserve the right to examine the potential possibility of the extension, with suitable adaptations, of the legislation of independent shipping to the towing companies.

Art. 45 Supplementary bargaining

1 – In compliance with what is provided for by the inter confederation agreement of 23 July 1993 the duration of the collective company agreement will be of 4 years. The supplementary company bargaining may be re-opened as of the date from the moment of the expiring of the existing agreements. The contractual system for the renewal of supplementary company bargaining will be presented in due time to allow for the starting of the negotiations three months before the expiry of the same agreements. During this period and for the month following the expiry date, the parties will not embark on unilateral initiatives nor will they proceed with direct actions.

2 – the objective of the supplementary company bargaining is necessary to deal with:

- a) Adaptation of the regulation provided for by the National Collective Bargaining Agreement concerning activities which differ from the licenced port towing, but still related to port service and designed to develop the company's potential;
- b) the passage of personnel from port service to sea-going service and viceversa;
- c) the transferring of personnel from one port to another among the ports where the same company operates;
- d) the implementation of regulations concerning the organization of work as provided for in the following paragraph.

2 bis –Granted that it is the company's right to determine the terms within which the service must be rendered, the parties will meet on local grounds to examine the company proposal of possible changes to the organization of work, which must have justified reasons in response to traffic requirements. In the case the parties do not reach an agreement within 5 days, the subject matter will be submitted, on national ground, before a specific joint committee made up of national representatives of the respective organizations, within the following seven days. In the case that this joint body was not able to reach an agreement either, the parties are free to act in accordance with thier reciprocal autonomy.

3 – Wage distribution may be granted in view of increased productivity deriving from programmes agreed upon between the parties which determine the improvement of the cost effectiveness of services by means of, for example, the reduction of the manning documents, availability, etc.

4 – In such context compensation already available in the supplementary company bargaining may be renegotiated.

5 – The negotiations for the renewal of collective agreements must take place in the grounds of the local Shipowners' organisations with the participation of the company representatives (RAS or RSU where constituted) and local signatory Trade Unions.

6 – The typical manning document for the normal sea-going towing service is of 10 persons.

Variations for fewer numbers are acceptable at company level, with regard to the above mentioned document, in the following cases:

- when the tugboats have technologically advanced equipment such as to justify the reduction;
- when the tug boats are designed for towing service in ports which differ from those licensed or in a zone outwith the port for the assistance of maritime work, and the services are such as to not require the number of people otherwise necessary.

Variations for an increased number are accepted, limited to a single unit, to be agreed upon at company level, in the case that the tug boats are employed in special and complex services.

7 – The manning documents for sea-going towing service of a short period are of 8 persons, provided that the duration of service does not exceed 5 days, and of 9 persons, provided that the duration of the service

does not exceed 10 days, beyond this limit the service is to be considered as a sea-going service to all intents and purposes.

The respective durations of 5 and 10 days must be intended as from the moment of departure from the shipping port to the moment of return.

Without prejudice also to this type of sea-going service the variations concerning a reduction due to the technologically advanced conditions, specified with regard to a normal sea-going service, it is acceptable at company level, with regard to sea-going towing service of a duration not exceeding 10 days and no less than 5 days, the increase of one person when the tug boats are employed in special and complex services.

8 – At company level in addition to the variations concerning an increase or reduction as mentioned above, the staffing levels of the crew will also be defined.

ON RECORD STATEMENT

Also with reference to the legislation provided for by the Statutes of the Italian Tugowners Association (ASSORIMORCHIATORI) as well as the Italian Shipowners' Confederation (CONFITARMA) and to the associated obligations that originate from this legislation for the relevant companies, the Italian Tugowners Association as well as the Italian Shipowners' Confederation in confirming to all intents and purposes that the subject matters of the supplementary company bargaining are those defined in art. 45 of the present agreement declare that the potential company agreements which establish, with regard to the previous contents, obligations which go beyond the subject matters and/or the limits inferred by the above mentioned art. 45 may not be put forward either by the workers who result in being part of this present Collective Agreement, as a valid right for assigning rights and/or obligations.

Art. 45bis National joint commission

1 – A national joint commission has been instituted made up of three representatives of the stipulated signatory trade unions of the present National Collective Bargaining Agreement and of three representatives of the merchant marine.

2 – The above mentioned Commission will be delegated the task of coordinating, with regard to the second level company bargainings, the regulation of subject matters of common interest, according to the criteria of homogenization with particular consideration for the organization of services and shifts.

3 – The representatives of the trade unions provided for by the first paragraph will be those in a position of the national authority, and may be assisted by the respective RSA or RSU.

4 – The joint commission may be summoned by each of the two parties by means of registered mail containing the date and reasons of the proposed summoning. The commission, thus summoned, must meet within the maximum limit of fifteen days from the date of receiving the summoning.

ON RECORD STATEMENT

Granted that;

- the technological innovation of tugboats also entails a diverse company organizational system and a change in the professional skills of workers;
- that the competence of the chief engineers currently in service represent a set of skills and experiences which must be safeguarded and protected;
- this skill set may be exploited in different ways in the way the technical company system is set up also allowing for refresher courses to be held on board run by technicians of the contracted company of the systems on board;

the parties consider that a joint evaluation concerning any repercussions that the above mentioned may entail with regard to the staffing levels of the crew will be necessary.

Hence

The joint commission provided for by art. 45 throughout the contractual duration will examine the possible solutions to be adopted concerning the necessary professional figures in relation to the evolution of the sector. These professional figures must in any case meet the maximum criteria for safety and efficiency.

Art. 46
More favourable conditions

1 – The better economic and regulatory conditions introduced under the present agreement absorb, up to and including the present, any potential more favourable conditions existing on a supplementary agreements or at local level given for the same right or reason, for any other provisions the best conditions existing possible remain in force.

ON RECORD STATEMENT

With reference to art. 46 shift allowance provided for by art. 9 is not to be considered as a financial improvement. Provided that for the same right (reinstatement 40 compensated hours in normal circumstances), similar allowances have not been paid, in which case these allowances will be absorbed.

Art. 47
Start up and duration

The present agreement takes effect as of 5 June 2007 and will remain in force until 31 December 2008, concerning finances, and until 31 December 2010 for the normative part. It is to be understood by tacit agreement extended year per year, in the case that one of the parties does not cancel it, by means of registered mail, at least six months before the expiry date. In any case the agreement will remain in force until it is substituted by a subsequent one of the same level. The supplementary company bargaining, even if cancelled, will entail the maintaining of the payment relative to the work for which these payments were given, if the work is carried out.

Art. 48
Safety regulations

1 – The shipowners' companies commit to taking on suitable proposals to ensure that in the respective ports the same safety regulations adopted in the port of Genoa, indicated in the annex are complied with and put into effect.

ON RECORD STATEMENT

A) With regard to aspects of the work relationship which may not be regulated by the present agreement but which are to be considered in the employment agreement for the crew of cargo ships, the parties agree to meet, if necessary, to examine the correlative norms of this latter contract, in order to establish, if required, the suitable adjustments with regard to the tugboat personnel.

B) The shipowners' companies of Tugboats, who do not have complementary insurance cover, commit to intervening directly in cases in which seafarers of the tug boats may find themselves in a position where they need to benefit from the forementioned complementary insurance.

MEMORANDUM OF UNDERSTANDING

Granted that

For the tugboats' sector the law 28 January 1994, n. 84 (and later modifications and integrations) is implemented and in particular with regard to article 14 of law n. 84/94 (as modified by art. 1 of the law 30 June 2000, n. 186) the towing services are considered services of general interest used to guarantee the safety of navigation and docking in ports, for which the Maritime and Port Authority have the jurisdiction for the organization and regulation of the service,

it is agreed

that the Parties, jointly or separately, will take active steps in order that the competent Authorities, in determining the conditions for the issuing of licences for the business of towing in ports, establish as a condition the effective implementation of the National Collective Bargaining agreement of tug boats, as the minimum binding conditions of reference.

MODEL OF EMPLOYMENT CONTRACT

For crew members on board vessels designed for the towing and assistance of ships.

PORT AUTHORITY

Of the Maritime department of

.....

EMPLOYMENT CONTRACT

In the year.....on the day.....of the month
of..... In the presence of Port Officer delegated
by the Port Master to be the holder of the employment contracts, in the presence of the under mentioned
witnesses, Mr presented himself, who by virtue of the deed
of.....registered by..... is appointed the legal representative
.....shipowner..... of the Tugboat designed for towing and
assistance and the persons here indicated, who having to be part of the crew of the tugboat belonging to the
above mentioned Shipowner, in accordance with art. 327 second paragraph of the Navigation Code, declare
to embark under the agreements and conditions set out in the Collective Bargaining agreement for
employment of the crew on the above-mentioned vessels.

The present contract is stipulated on an open-ended basis..... with effective date from the
day

In relation to art. 327 of the Navigation Code the persons here indicated, declared to accept to lend their
service on any type of vessel belonging to the social fleet of the company.....
for any service assigned.

Having read the terms and conditions and the explanation of the regulations of the said collective agreement
which, to all effects and purposes, is to be understood verbatim and reproduced in the Present
Agreement/Contract, and furthermore having read the latter, the parties have given their full agreement and
have undersigned with Us and witnesses present at the agreement.

Name and Surname	Section	Class	Rank on board	Matriculation no.	Wage

ANNEX 2

C.B.A. TUGBOATS

Monthly amounts of the minimum contractual wage (in euros)

<i>Position</i>	<i>at 1st January 2006</i>	<i>from 1st June 2007</i>	<i>from 1st January 2008</i>
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Master	1.749,33	1.800,06	1.842,04
Chief Engineer	1.749,33	1.800,06	1.842,04
Chief Mate	1.492,35	1.535,63	1.571,45
Second Mate	1.433,56	1.475,13	1.509,54
Petty Officer	1.351,44	1.390,63	1.423,06
Rating	1.284,75	1.322,01	1.352,84
Ordinary Seaman	1.073,23	1.104,35	1.130,11
Deck Boy	1.030,32	1.060,20	1.084,93

ANNEX 2 BIS

C.B.A. TUGBOATS

Value of seniority increases (in euros)

<i>Position</i>	<i>at 1st January 2006</i>	<i>from 1st June 2007</i>	<i>from 1st January 2008</i>
Master	60,02	62,56	64,66
Chief Engineer	60,02	62,56	64,66
Chief Mate	47,66	49,82	51,61
Second Mate	44,84	46,92	48,64
Petty Officer	40,79	42,75	44,37
Rating	37,75	39,61	41,15
Ordinary Seaman	27,65	29,21	30,49
Deck Boy	25,60	27,09	28,33

Note: For the purposes of payment, the following are considered petty officers: divers, electricians, carpenters, motormen, mechanics and cooks on board tugboats on sea-going service.

ANNEX ART.20

The methods for calculating shift allowance have been, and in so much as it may still be necessary, remain those indicated in the C.B.A. of 14 January 1981 which are reported below.

In order to safeguard potential more favorable salary conditions already in exististence concerning normal working hours, a shift allowance <ad personam> is established which is made up of the following, until the limit is reached:

- a) The compensation for Saturdays provided for by the previous legislation where the relative hours have been paid entirely or in part within the 40 hours, was frozen on the date of 31 December 1980. Upon the introduction of the new shifts and of the examination of the tables, the above mentioned compensation will be reevaluated and frozen at the date of 1st January 1981;
- b) The compensation concerning overtime hours required to bring the old, normal working hours to 40, where it was less than 40 hours per week. Normal working hours must be understood as all the hours which were paid without the addition of overtime except as previously determined in paragraph a).

The compensation mentioned above will be frozen at the values in force at the date 1st January 1981. Nothing is due for the hours worked beyond the 40th given that from the 41st hour overtime is paid, as in the ports where the old normal working hours were of 48 hours per week.

The parties agree that the above mentioned brings about a financial equivalence between the compensation relative to the previous shift work and that relative to the hours reduced to 40 hours.

This provision defined at supplementary company level is to be considered as a coefficient of wages for the purposes established in paragraph 1 by the present article.

All work effectively carried out above the hours established by art. 9 of the present agreement, will be paid as overtime.

The allowance in question will not be paid in ports where the hours of overtime are effectively carried out on board.

REPORT OF AGREEMENT

On 20 December of 2002, the Confitarma, Fedarlinea and the National Secretaries of the Trade Unions Filt-Cgil, Filt-Cisl and Uiltrasporti met in Rome to examine the matter of insurance protections of the maritime personnel.

Granted that

- The agreement of 23 July 1997 regulated the insurance protections of the maritime personnel employed by companies linked to Confitarma;
- The agreements of 21 May 1997 and 10 September 1997 have provided for an equal regulation for the personnel of the Companies linked to Fedarlinea;

the following has been agreed upon:

In order to better clarify and define the insurance protections already in effect, which have been added and are to be added to those of the Law (IPSEMA), the parties agree that the laws concerning the same protections provided for by the Confitarma National Agreement of 23 July 1997 and the Fedarlinea National Agreements of 21 May 1997 and 10 September 1997, restated in the CBA of 5 August 1999, as of today will be cancelled and substituted as follows:

1. Each Employer will continue to pay € 201,42 per year per seafarer to the F.A.N.I.MAR. (Fondo Assistenza Nazionale Integrativa Marittimi). From this amount, the amount of € 85,22 has been and will be deducted, per year and per seafarer, which has been and will be allocated to covering insurance costs for death and permanent disability due to accident (paragraph 3 letters c and d). The difference of € 116,20 per year per seafarer has been and will be allocated to the covering of insurances for illness and/or accidents/injuries which result in the withdrawal of the Seaman's book, and/or insurances for the withdrawal or suspension of Professional Title (paragraph 3 letters a and b).
The above mentioned amounts have been and will continue to be paid to the F.A.N.I.MAR using the following procedures: € 85,22 per year per seafarer on the date of 1st January of each year; € 116,20 per year per seafarer on 1st January of each year or matching the various expiry dates of the previous insurance policies of single Shipowners.
2. With the payment of the above mentioned the employer will have fulfilled every obligation. It is to be understood that he may not be held either directly nor indirectly responsible for potential shortfalls in insurance protection in relation to the indemnities provided for by the present agreement.
3. The F.A.N.I.MAR., in consideration of what is indicated in the previous paragraphs 1) and 2), continues, as the sole remaining responsible body, to be obliged to renew the underwriting of insurance policies for the following rights and amounts within the limits of the general and/or particular conditions of use and/or market conditions, policies which the conditions count and will count for the purpose of the assessment of the right to indemnity for each insured seafarer:
 - A) for accidents occurred following illness or injury with the condition that such illness or injury has resulted in the definite withdrawal of the Seaman's Book with the consequent declaration of permanent unfitness for navigation by both Commissions of 1st and 2nd level:
 - up to 40 years an indemnity equal to € 31.000,00
 - up to 50 years an indemnity equal to € 15.500,00
 - up to 55 years an indemnity equal to € 7.750,00
 - up to 60 years an indemnity equal to € 5.200,00

up to 65 years an indemnity equal to € 2.600,00

The above mentioned indemnities for seafarers under Staff Regulation (R.O. Regolamento Organico), Continuity of Employment (C.R.L) and on the Owners' Particular List (T.P.), where seafarers on the Owners' Particular List (T.P.) it is intended the seafarers who are permanently registered in the Owner's Particular list of the Shipowner they are employed by, may be requested from the F.A.N.I.MAR. also for illness and injury which result in the definite withdrawal of the Seaman's Book which arose or occurred during periods of rest on shore.

For seafarers coming from the General List (T.G.) and for seafarers taken from the General List (T.G) and temporarily transferred to the Owners' Particular Lists (T.P.) on a voyage per voyage agreements, the same indemnities may be requested from the F.A.N.I.MAR. only for illness or injury which have resulted in the permanent withdrawal of the Seaman's Book which arose and occurred while on board and which was the cause of being disembarked.

The notification of the event of withdrawal of the Seaman's Book, or the first declaration of unfitness for navigation, must be sent to the F.A.N.I.MAR. immediately from the moment the seafarer is informed attaching the relative report of the Commission of 1st level who made the decision. In any case, in order to access the indemnity, the final declaration of unfitness for navigation must be confirmed, through the seafarer's appeal, by a 2nd level Commission provided that the seafarer, upon the above mentioned declaration, has not also requested F.A.N.I.MAR. to have their Insurance company appoint a Board of Arbitration as provided for by the conditions of the policy indicating the name of their trustee doctor functioning as an arbitrator, declaring at the same time not to have put forward nor to wish to put forward an appeal to the 2nd level Commission.

The decision issued by the Board of Arbitration, which will represent and carry out their duty in the place where F.A.N.I.MAR. has its headquarters, will be binding and not open to appeal for all parties concerned. It is to be remembered and highlighted that in the case of declaration of unfitness for navigation due to drug addiction, alcoholism, AIDs as well as psychic disorders, nervous and mental illnesses in general, the seafarer will have no right to any indemnity. These are the same terms as provided for by the general and/or particular conditions of use and market conditions of all the policies on the subject.

In any case it is to be understood that in the case of permanent declaration of unfitness for navigation due solely and exclusively to the consequences of an injury/accident, a request for indemnity may be put forward even if this injury had been suffered during any start or temporary state of mental illness not yet diagnosed.

b) The withdrawal or suspension of Professional Title following a maritime accident:

The deck and engine officers will be insured in addition for the withdrawal of Professional Title caused by a maritime accident for a maximum claim of € 25.900,00 per each officer, as well as € 10.400,00 for legal costs again in case of maritime accident.

Concerning a potential period of suspension of the Professional Title, again in case of maritime accident, the average monthly salary earned on board will be acknowledged, up to a maximum total of € 25.900,00.

- c) In the event of death following an injury occurred on board for seafarers coming from the Owners' Particular Lists or from the General list on board and on land for the seafarers under Continuity of Employment (C.R.L) and Staff Regulations (R.O.Regolamento Organico): € 25.900,00.
- d) Total or partial disability (with 5% excess) consequent to an injury/accident, with a maximum coverage of € 36.200,00 for injury/accidents on board for seafarers coming from the Owners' Particular Lists or from the General list on board and on land for seafarers under Continuity of Employment and Staff Regulations.

4- The insurance agreements drawn up at the time by the F.A.N.I.MAR. with primary insurance companies, as well as the procedures which must be followed for obtaining the indemnity, copies have already been received by Confitarma and Federlinea for information, who, in turn, passed them on to the associate Ship owners. Potential variations which are not beneficial must in turn be sent by the F.A.N.I.MAR. to the Confitarma and Fedarlinea for their information.

5- The seafarer may request, by registered mail, to pay the amount provided for by paragraph 1) to another Fund with the same purpose, set up by the major Trade Unions of the category on a national level and as well as being stipulators and signatories of all the National Collective Bargaining Agreement for seafarers' employment undersigned by both signatory employers' associations of the sector of the present agreement, it being understood that this different fund must also exonerate the shipowner in the same way from every liability as determined in paragraph 2).

It is hereby clarified that the present agreement continues to be applied to all national maritime agreements of the sector, it is not however applicable to the employees of hydrofoils as they requested that the entire benefit, at the time fixed at 350.000 annually in Italian Lira, was to be allocated to the navigation allowance. Exceptions to the above mentioned principle may be agreed on with negotiations at company level. Moreover this present agreement applies to ships temporarily out of the national register in accordance with Law 234/89 for the seafarers on board these ships. In addition it is not applicable to the situations of the towing sector where the company collective agreement provides more favorable insurance conditions for these rights.

6- Payments

The payments to be made on January 1st of each year for the insurances in the event of death or permanent disability due to injury/accident, and those to be made on the respective due dates for the insurances relative to the withdrawal of seaman's books or professional title must continue to be paid to the F.A.N.I.MAR.. within and not beyond the days from the previously mentioned dates. Failure to comply with these terms will result in the liability for the protections provided for by paragraph 3) falling on the shipowner. In case of late payment, the insurance protections provided for by the present agreement will resume from the date of the payment.

7- Calculations of the amounts due to be paid

a) Withdrawal of seaman's book and professional title (paragraph 3 a and 3 b):

Payments will continue to be made by a number of annual installments equal to the number of seafarers which will result in the manning documents being increased depending on the number of seafarers under Continuity of Employment (C.R.L), Staff Regulations (R.O. Regolamento Organico), and on the Owner's Particular List during rest periods on shore. Potential variations in the course of the year will be redone for the end of year adjustments.

b) Insurances for death and permanent disability due to accident/injury (paragraph 3 c and 3 d):

The payments will continue to be made by a number of annual installments equal to the number of seafarers which will result in the manning documents being increased depending on the number of seafarers under Continuity of Employment (C.R.L) and Staff Regulations (R.O. Regolamento Organico) during rest periods on shore. Potential variations in the course of the year will be redone for the end of year adjustments.

For both the insurances provided for by paragraph a) and those provided for by paragraph b) the presence on board will be verified by the crew list and those on rest periods on shore by the relative documentation.

8- Seasonal variations of crew

The yearly payment will continue to be made up of the amount calculated on the minimum crew and with the criteria provided for by paragraph 7) letters a) and b), to which an additional amount will be added calculated on the average of extra crew on board for each single vessel from the record of the previous business year.

In the case of the new commissioning of a ship, estimated data will be used.

At the end of the year potential adjustments carried forward will be provided for.

9- Documentation

The ship owner may by his own volition, or on the request of F.A.N.I.MAR., or of the Insurance companies, is always required to supply the documentation necessary for insurance purposes.

The present agreement has effect as of 1 January 2003 and will expire, in such being an integral part of the CBA of the sector, on the same date as the latter.

Read, confirmed and undersigned,

FILT-CGIL
FIT-CISL
UILTRASPORTI

CONFITARMA
FEDARLINEA

Follow up to ANNEX 4

Agreement of 11 June 2003

Insurance Protections

With effect from 1 January 2004 the agreements in force concerning the matters in the present document will be modified as follows:

- With regards to paragraph 1, the amount of € 201,42 is substituted by € 261,00.
In addition, the amount of € 85,22 is substituted by € 86,00 and that of € 116,20 by € 175,00.
- An additional category between 40 and 45 years is established with an amount equal to € 20.660,00. Hence at paragraph 3 letter a) after the words: "up to and less than 40 years an indemnity equal to € 31.00,00" the following is added: "up to and less than 45 years an indemnity equal to € 20.660,00".

Addendum to the Record of Agreement of 11 June 2003

By means of further clarification of what is provided for on page 9 "Insurance Protections" of the Record of Agreement of 11 June 2003 the undersigning parties declare that the effective date of 1 January 2004, which concerns both a yearly contributory increase to be paid to Fanimar and the establishing of an additional category between 40 and 45 years (amount equal to € 20.660,00) for indemnity in case of withdrawal of the seaman's book, is to be understood to refer exclusively to the individual insurance cover due to expire on that date, while for the others, the effective date will coincide with the respective expiry dates.

The Companies therefore, must see to, with effect of 1 January 2004, the regular payment of contributions for the insurance cover for accidents/injury (€ 86,00 per seafarer), while they will pay, at the individual expiry dates of the insurance cover (1 January or during the year) the new amount, equal to € 175,00 per seafarer, for the insurance cover in the case of withdrawal of seaman's book. Accordingly, the effectiveness of the newly added category (40-45 years) will take effect, for seafarers of each individual Company, from the date of the payment to the Fanimar of the 175,00 euro provided for above.

Rome, 25 November 2003

FILT-CGIL
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FEDARLINEA

Procedures to be followed in order to request the indemnities provided for by the latest national union agreement of 20/12/2002, following the definitive declaration of unfitness for navigation, with the consequent cancellation of the relative seaman's book and which form an integral part of the aforementioned agreement.

- 1- The seafarer must send a registered letter to the F.A.N.I.MAR. (Fondo Assistenza Nazionale Integrativa Marittimi), stating to have already been declared unfit for navigation by the 1st level Commission, attaching the latest unabridged Minutes drawn up by the Commission as well as possible records of previous visits carried out by the same Commission, within 15 days from the date in which the seafarer learnt about the situation. Failure to do so results in the loss of the right to request potential indemnity due to the time limit having lapsed. Furthermore, it is to be remembered that in any case, after one year, the claim shall become time barred pursuant to the Italian Civil Code on this issue.
- 2- After having complied with what is reported by paragraph "1", the seafarer must, according to the terms and conditions specified by law (currently within 30 days), submit an appeal against the above mentioned declaration of unfitness for navigation to the Central 2nd Level Commission, a copy of which shall be sent to Fanimar. If the appeal is rejected, the seafarer must send a copy of the relative action, again to the Fanimar, in order to continue the proceedings.
- 3- As an alternative to what is indicated by paragraph "2", if the seafarer believes that the condition for which he is suffering is obviously so serious as to make the appeal to the 2nd Level Commission useless, as the latter could only reject, the seafarer may, in the same registered letter of declaration provided for by paragraph "1", request the establishment of a Board of Arbitration. In such a case the request must contain the name, surname, address and telephone number of their doctor and nominated arbitrator as well as the declaration that he has not nor wishes to submit an appeal to the 2nd Level Commission.
- 4- Fanimar, upon the receipt of the rejection of the appeal provided for by paragraph "2" or upon receipt of the request of an arbitrator provided for by paragraph "3", will see to gathering the documentation necessary for the verification of the eligibility for compensation of the event. Other preliminary assessments are also necessary, based on the contents and applicability of the above specified National Trade Union Agreement and, in cooperation with their named Insurers, in order for it to be definitively verified based on the general and specific conditions of the policies in place by the same signatories and under the same agreement.
- 5- If the verification confirms the eligibility for compensation, Fanimar, in the case that it received the order from the 2nd level Commission rejecting the appeal of the seafarer, will see to sending all the documentation to their named Insurers for the purpose of the settlement of the claim.
- 6- If the verification confirms the eligibility for compensation, Fanimar, in the case of the request of an arbitrator, will pass the documentation to their named Insurers who will see to begin the arbitration procedures and to assign their trustee doctor and their arbitrator in order to reach, by mutual agreement with the arbitrator assigned by the seafarer, the nomination of a third arbitrator. The decision of the Board of Arbitration will be final for all the parties concerned.
- 7- The named Insurers, upon receipt of what is provided for by paragraph "5" or of the decisions of the Board of Arbitration provided for by paragraph "6", if in favour of the seafarer, will arrange to send the seafarer formal receipt for the amount due, based on the age brackets provided for by the Agreement.
- 8- Within 30 working days from the receipt of the formal receipt duly signed and dated by the seafarer concerned, customarily (except for summer holiday periods and the end of the year) the named Insurers will arrange for the effective payment by means of bank transfer to the current account of the

seafarer, whose personal details must have been sent by the seafarer along with the formal receipt referred to above.

- 9- In reaffirming that for the purposes of the final verification of the eligibility for compensation following the event, the general and particular conditions of the policies in place are valid, countersigned by Fanimar in accordance with the current practice on the subject and sent to the Confitarma and Fedarlinea for their acknowledgement, the following matters have to be clarified and or integrated and/or agreed:
- a) That for the verification of eligibility for compensation, the date of the event, in relation to the declaration provided for by paragraph "1", must be understood to be the date of the occurrence of the accident/injury or of the onset of the illness which resulted in the declaration of unfitness for navigation in so much as the insured events are always the accidents/injuries and illnesses which however may be indemnified, under the conditions provided, only in the case in which they result in being so serious as to result in the declaration of unfitness for navigation by the 1st level Commission as well as the 2nd level (except as provided for by paragraph "3").
 - b) That for seafarers under Staffing Regulations(R.O.),Continuity of Employment. or withdrawn from the permanent Owner's Particular lists of the Ship owner he is employed by, the coverage is also valid for the events which occurred during periods of rest on shore. For seafarers withdrawn or coming from the General list only if it occurred exclusively on board or off-duty (without any type of extension following the disembarkation) and if resulting as the reason for this disembarkation.
 - c) That the prescribed time limit is of a year as per the Civil Code of the sector.
 - d) Those accidents/injuries or illness which happened previous to the payments of the contributions by Shipowners to Fanimar, which are provided for by the Union Agreement for the activation or for insuring that the annual maintenance of the relative coverage in favour of the seafarers concerned, are excluded from the indemnities.
 - e) That any potential social and or welfare benefits additionally distributed directly from the Fanimar to the seafarers in question, by Union Agreements, may not constitute any form of obligation for the same Fund, which distributes, according to statute, in the form of voluntary donation, within the limits of its available resources, on the approval and at the incontestable discretion of their Management Committee and/or of their Board of Directors, who reserve the right to do so on a case by case basis.
 - f) That each seafarer concerned may, for any ulterior doubt or information, contact the Fanimar or the Trade Union concerned, who are signatories to the National Union Agreement.

Roma, 25 November 2003

FILT-CGIL
FIT-CISL
UILTRASPORTI

CONFITARMA
FEDARLINEA

Follow up to Annex 4

Procedures to be followed in order to request the indemnities provided for by the latest national union agreement of 20/12/2002, in the event of death or permanent disability following an accident/injury and which form an integral part of the aforementioned agreement.

- 1- The seafarer must send a registered letter addressed to the F.A.N.I.MAR. (Fondo Assistenza Nazionale Integrativa Marittimi), reporting the accident/injury suffered on board or on shore leave (for seafarers under R.O. and C.R.L. even if endured during the periods of rest on shore) to be sent within 15 days from the date of the accident/injury or from the date of disembarkation due to the accident/injury. Failure to do so results in the loss of the right to request potential indemnity, due to the time limit having lapsed. Furthermore, it is to be remembered that in any case, after one year, the claim shall become time barred pursuant to the Italian Civil Code on this issue.
- 2- If the accident/injury results in permanent disability: a registered letter to the Fanimar with the original copy of the medical evaluation attached certifying the assumed degree of permanent disability (provided that it is clearly superior to the minimum excess of 5%) within 1 year from the date of the report of the accident/injury. Otherwise, in any case a registered letter to the Fanimar in order to delay the above mentioned time limit of the limitation period, must be sent.
- 3- Upon receipt of the medical evaluation certifying a degree of permanent disability superior to 5%, the Fanimar will request from the seafarer and/or the ship owner the necessary documentation for the verification of eligibility for compensation for the event. Other preliminary assessments are also necessary, based on the contents and applicability of the above specified National Trade Union Agreement and , in cooperation with their named Insurers, in order for it to be definitively verified based on the general and specific conditions of the policies in place by the same signatories and under the same agreement.
- 4- In the case where the verification confirms the eligibility for compensation, the Fanimar will pass on all of the documentation to their named Insurers who will assign their trustee doctor to visit the seafarer and confirm or not the degree of disability indicated by the medical evaluation of the interested party, sent by the seafarer himself.
- 5- The named Insurers, upon obtaining the results of the visit carried out by their trustee doctor, will send a written communication of the results to the seafarer attaching the formal receipt for the amount corresponding to the degree of disability verified by their trustee doctor (provided that it results superior to 5%).
- 6- Within 30 working days from the receipt of the formal receipt duly signed and dated by the seafarer concerned, customarily (except for summer holiday periods and the end of the year) the named Insurers will arrange for the effective payment by means of bank transfer to the current account of the seafarer, whose personal details must have been sent by the seafarer along with the formal receipt referred to above.
- 7- In reaffirming that for the purposes of the final verification of eligibility for compensation of the event the general and particular conditions of the policies in place are valid, countersigned by Fanimar in accordance with the current practice on the subject and sent to the Confitarma and Fedarlinea for their acknowledgement, the following matters have to be clarified and or included and/or agreed:
 - a) That for the verification of the degree of permanent disability due to accident/injury, in this case, only the INAIL tables may be referred to, without therefore considering the loss to the person's health or other damage as is otherwise provided for when compensation for third party responsibility for the occurrence is requested.
 - b) That the time limit of the limitation period, in this case, is of a year, as in the Civil Code of the sector.
 - c) Those accidents/injuries or illness which happened previous to the payments of the contributions by Shipowners to Fanimar, which are provided for by the Union Agreement for the activation or for insuring that the annual maintenance of the relative coverage in favour of the seafarers concerned, are excluded from the indemnities.
 - d) That every event which is not due to accidental, violent or external causes, and which does not produce objectively contestable physical injuries, does not constitute an accident. Therefore excluding any form of illness such as, heart attacks, strokes, etc, events which

can not be considered in the field of "public liability", and which nobody can be held responsible for.

- e) That any potential social and or welfare benefits additionally distributed directly from the Fanimar to the seafarers in question, by Union Agreements, may not constitute any form of obligation for the same Fund, which distributes, according to statute, in the form of voluntary donation, within the limits of its available resources, on the approval and at the incontestable discretion of their Management Committee and/or of their Board of Directors, who reserve the right to do so on a case by case basis.
- f) That each seafarer concerned may, for any ulterior doubt or information, contact the Fanimar or the Trade Union concerned who are signatories to the National Union Agreement.

Rome, 25 November 2003

FILT-CGIL
FIT-CISL
UILTRASPORTI

CONFITARMA
FEDARLINEA

Follow up to Annex 4

Agreement of 5 June 2007

Insurance Protections

With reference to the union request to extend the insurance protections of the seafaring personnel concerning the coverage in the event of death on board or on shore leave for any cause and to improve the insurance coverage already provided for, the parties have agreed as follows:

With effect from 1 July 2007 the F.A.N.I.MAR. or other Fund having the requirements provided for by paragraph 5) of the agreement of 20 December 2002, will arrange to insuring, in the event of death by any cause occurred on board or on shore leave.

In particular, a sum equal to € 12.500,00 for an annual premium of € 36,00 will be accorded to the heirs.

With effect from 1 January 2008, the payment of the premium will take place at the same time as the payment for the coverage in the event of death or permanent disability for accident/injury on board.

Hence the ship owners will pay the F.A.N.I.MAR. on 1 January of each year (with a leeway of 10 days) the yearly sum of € 36,00 per each Italian or EU citizen seafarer embarked on their vessels, based on the manning documents, in order that the F.A.N.I.MAR., by means of underwriting of specific insurance policies, whose general and/or particular conditions as well as the exclusions will be valid for the purposes of the verification of the eligibility for compensation for the event, may guarantee insurance coverage of € 12.500,00 per seafarer in the event of death occurred exclusively on board by natural causes or accident/injury, in the latter case the insured capital will be added to potential capital already insured in case of accident/injury.

In order to allow for the alignment of the annual expiry dates of 1 January, initially, on 1 July 2007, the ship owners will pay the F.A.N.I.MAR. the sum of € 18,00 per each seafarer, as specified above, equal to 6/12 of the yearly amount provided for by the insurance coverage until 21/12/2007, to then pay the entire above mentioned amount of € 36,00 per each seafarer as of 1 January 2008 and then consecutively on an annual basis. The insurance coverage may be guaranteed by the F.A.N.I.MAR. only from the day following the one in which the actual availability of the necessary sums paid by the ship owners is available.

For the purposes of the regulation of the insurance protections provided for by the F.A.N.I.MAR. agreement of 20 December 2002 the parties agree that the seafarers permanently registered on the Owners' Particular List (T.P.), it must be understood to refer exclusively those who have accrued at least 15 months of navigation over 4 years with the same company.

This limit is not valid in the case of the decommissioning of vessels or the termination of business of the company.

The annual premium for the coverage of the withdrawal of the seaman's book is increased with effect from 1 January 2008 from the current € 175,00 to € 190,00 annually pro-capitea according to the following up-dates of insured capital:

- Up to 40 years	€ 31.000,00
- From 40 to 45 years	€ 21.000,00
- From 45 to 50 years	€ 16.000,00
- From 50 to 55 years	€ 8.500,00
- From 55 to 60 years	€ 6.000,00
- From 60 to 65 years	€ 3.000,00

It is hereby clarified that:

in the event of death of the seafarer who has already been declared permanently unfit for navigation (withdrawal of seaman's book by the 1st level Commission, if death occurs before the potential appeal to the 2nd level commission or prior to the completion of the medical verifications following a request of the application of the arbitration clause, indemnifying proceeding will start in favour of the heirs having the right to the amount fixed in the annex 4 of the CBA in force, based on age.

In consideration of the foregoing, on the conditions that the death occurred due to the same illness or accident/injury which determined the declaration of permanent unfitness for navigation, in all cases with respect to additional regulations and procedures for the verification of the eligibility for compensation with regard to the withdrawal of the seaman's book.

Without prejudice to all other contractual provisions concerning the subject of insurance protections.

ANNEX 5

OBLIGATIONS OF THE INSURED PARTY IN THE CASE OF DECLARATION OF UNFITNESS

The insured party is bound to file an appeal, (at this point in time to be presented to access the 2nd level commission) within the terms and conditions provided for by the Code of Navigation and/or by the laws in force concerning the subject matter against the declaration of the cancellation from the employee register and from the registers of seafarers for the reasons which are subject matter of insurance.

The company reserves the right to request the insured party that for the completion of the all formalities concerning the appeal or the request of reviewing it, they use the Medical Consultant chosen by the Company with the possibility of collaborating with his trustee Doctor.

In the case that the Insured does not respect this obligation, he is liable to lose the insurance benefits, except if a board of arbitration made up of three doctors, two nominated by the parties and the third nominated in agreement between the first two or failing which by the President of the Medical Association of

the area, does not declare, within 45 days from the request of the seafarer, that this definitive disability is “evident” and that even if the Insured had subjected himself to medical treatment, a potential decision would definitely have confirmed this permanent disability of the Insured with the consequent cancellation from the employee register and from the registers of the seafarers.

The Medical Board resides, upon the choice of the Company in their offices or in the office of the Agency to which the policy is assigned. Each party is responsible for their own expenses, remunerating their assigned doctor and contributing half of the costs and expertise of the third doctor.

The results of the procedure, included in a specific report drawn up in two copies, one for the Company and the other for the Insurer, and countersigned by the doctors in agreement, or the majority, will be binding for each of the parties, except in the case of malice, error, violence or violation of contractual agreements.

The conclusions of the Board will be valid even if the contesting doctor refuses to sign them and this refusal results in being verified by other doctors in the final report.

The doctors are exempted from the observance of all formalities.

The Companies are bound to include this wording in the policy upon the renewal of the existing policy.

ANNEX 6

RECORD OF THE AGREEMENT FOR COMPLEMENTARY SOCIAL SECURITY

In the year 2007, on the 30th of May, in Rome CONFITARMA, the ASSORIMORCHIATORI, the FEDERIMORCHIATORI, the FEDARLINEA and the National Secretaries of the Trade Unions FILT-CGIL, FIT-CISL and UILTRASPORTI met.

Approved

- The agreements 5 August 1999 and 11 June 2003 of the renewal of national collective agreements for maritime personnel and the agreements 1st July 2003 and 17 July 2003 of the renewal of the national collective agreements for administrative personnel of the companies affiliated to CONFITARMA, ASSORIMORCHIATORI, FEDERIMORCHIATORI and FEDARLINEA, in which, whatsmore, the above mentioned parties agreed with regard to the opportunity of initiating a complementary social security fund for the sector, through the identification of a contractual fund of reference among those already active on the market;
- The legislative decree 21 April 1993, n. 124 of the regulation of the complementary pensions;
- Law of the 8 August 1995, n.335 of the reforms of the compulsory and complementary pension systems;
- The legislative decree 18 February 2000, n. 47 of the fiscal regulations of the complementary social security, as modified and integrated by the legislative decree of the 12 April 2001, n. 168;
- The legislative decree 5 December 2005, n. 252 of the reform of the regulations of the complementary pensions;
- The law of the 27 December 2006, n. 296 (Financial Law 2007) which, modifying the legislative decree 5 December 2005, n. 252, provides, whatsmore, the expectation of the entering into force of the reform of the complementary social security arrangements on 1st January 2007;

provided that

- Complementary pensions are recognised as being collective, meaning the arrangements provided for by articles 3, paragraph 1, letters from a) to h), and 12 of the legislative decree 5 December 2005, n. 252, and also individual, meaning the arrangements provided for by article 13 of the aforementioned legislative decree;
- The reduced level of occupation of the maritime sector does not allow for the establishing of a fund which would have a financial capacity to guarantee the workers concerned adequate levels of benefits and therefore, the opportunity to identify a contractual pension fund for the transport sector is confirmed, to which workers may merge the resources which they decide to designate to the complementary social security fund;

the parties agree that

the National Complementary Pension Fund (Fondo Pensione Complementare Nazionale) PRIAMO represents a suitable tool for the providing, at the end of employment, a complementary pension payment which can be combined with the one deriving from the compulsory public system.

Hence, the aforementioned PRIAMO Fund has been identified as a contractual pension fund of the employees sectors to which the National Collective Bargaining Agreements apply, undersigned by the stipulating employers' associations and trade unions of the present agreement.

For the purpose of allowing the workers in the maritime sector to have access to the PRIAMO Fund, it is necessary to make some modifications to the Statute of the Fund mentioned, ex art. 36 of the Statute.

With reference to workers registered for compulsory social security after the date of 28 April 1993, it is expected, where workers are members of the complementary social security pension scheme, the whole amount is to become part of the complementary pension fund for funds which are accruing end-of-employment benefits.

With reference to workers who enrolled in the compulsory social security system for the first time at a date prior to 29 April 1993, the provision of the end-of-employment benefits being accrued (TFR maturando) is fixed at a percentage equal to 2,28% of the components of the wages, taken into account for the purposes of calculating end-of-employment benefits, in 12 monthly instalments per year.

In the case where the worker, notwithstanding the date of the first registration to the compulsory social security system, decides to pay, in addition to the end-of-employment benefits being accrued, a monthly contribution equal to 1% of the minimum contractual consolidated wage (basic wage + cost of living allowance + monthly inflation adjustment) and of the possible seniority increases, in 12 monthly instalments a year, the company will pay for each of these workers, a monthly contribution of the same amount, in 12 monthly instalments per year.

Without prejudice to the right of the worker to pay an additional contribution to this Fund exclusively at his own expenses.

The compulsory employer's contribution, provided for in the previous paragraph, is undertaken exclusively for workers who are registered in the PRIAMO Fund. Hence, this contribution shall not be due, nor will it convert into any replacement payment of a different nature, either collective or individual, in favour of workers who, because of not being registered, do not have the status of Member of the Fund in question, or those who subsequently lose this status.

With specific reference to the personnel who are not under Staff Regulations (R.O.) and not under Continuity of Employment (C.R.L.) the obligations concerning the end-of employment benefits being accrued and the payment of the added contribution at the expenses of both the employer and

worker are valid only in relation to the periods in which the worker is embarked under a seafarer's employment agreement or detailed to a position on board or on shore, provided that during the calendar year these periods are of a total length of at least three months.

With regard to the administrative personnel of the Companies which apply the CBA undersigned by CONFITARMA and FEDARLINEA with the signatory Trade Unions of the present agreement, all employees with a work contract of a length equal to at least three months may subscribe.

Based on what is provided for by the Breifing note of PRIAMO the present cost of subscription to the fund is as follows:

- Cost of membership , amounts to € 10,32 of which € 5,16 to be paid by the member and € 5,16 to be paid by employer, to be made in a single payment;
- Monthly membership fee amounts to € 1,50 to be paid by the member;
- Annual cost paid indirectly by the member depending on the sector.

With regard to the other regulatory aspects, as well as the technical-organisational ones, one should refer entirely what is provided for in the Statute of the PRIAMO Fund and the instructions contained in the relative briefing note.

Follow up to Annex 6

**ADDENDUM TO THE NATIONAL AGREEMENT
30 MAY 2007**

With reference to what was agreed in the report of agreement for the complementary social security undersigned by the Confitarma, Assorimorchiatori, Federimorchiatori, Fedarlinea and by the National Secretaries of the Trade Unions Filt-Cgil, Fit-Cisl and Uiltrasporti the 30 May of the previous year, it is clarified that the monthly contribution of 1% which the worker and consequently the company may pay to the complementary social security fund, is to be understood as referring to 14 monthly installments a year.

Rome, 21 June 2007

CONFITARMA
ASSORIMORCHIATORI
FEDERIMORCHIATORI
FEDARLINEA

FILT-CGIL
FIT-CISL
UILTRASPORTI

SETTING UP OF A NATIONAL SUPERVISORY BODY

At the same time as the signing of the agreement of the renewal of the CBA, the parties agree to form the permanent *National Supervisory Body* with the aim of identifying appropriate choices for the solution of the problems regarding the towing sector and to guide the action of their representatives.

The **Supervisory Body** has the task of analysing and evaluating the matters relevant to the entire activity of the sector, in order to allow for the prompt identification of opportunities for improving and developing the activity and work, determining the conditions and verifying the reasons which cause difficulty for development in order to overcome them, in any way possible.

In particular the object of study and of specific intervention will be:

- The examination of the criteria for the composition of the company workforce, with reference to art. 1 of the CBA in force;
- The gathering of information with the purpose of evaluating the subject of professional training of the personnel embarked on board, with the aim of maintaining and/or increasing the level of expertise, as well as the safety of the working environment;
- Problems connected to safety in relation to all stages of the work process and completion of the service, to improve the service supplied and to ensure their conditions are safe and hygienic of the work;
- The study of the conditions specific to each port and of the relative traffic therein, with the object of identifying suitable forms of organization of work;
- The study of possible new ways of organising work carried out on board in order to improve efficiency, productivity and competitiveness of the sector, also by considering different forms of flexibility, expertise and training;
- Concerning the working hours for the ships designated for port services, in accordance with what is provided for by art. 3 paragraph 7, of the legislative decree 27 May 2005, n.108.

The Supervisory body will specify their work programmes using the existing resources from the structures of the signatory organizations of the present collective agreement and may make use of specialized collaboration for particular research programmes, subject to decisions being made on a case by case basis.

The Supervisory body will send the signatory parties the programme and the report concerning the yearly business, the studies, the activities undertaken and the interventions carried out and may encourage public meetings and demonstrations.

The Supervisory body, will be made up of 12 members; 6 representing the unions and 6 representing the employers.

The proceedings approved unanimously by the members of the Supervisory body, will have immediate effect. In the case these result in regulatory modifications to the CBA, they must be taken to the negotiating table of the contracting parties, to be ratified.

The Supervisory body will have its office at the Confitarma who will supply the secretarial services.

The date of convocations is fixed by agreement between the representatives of the parties and in any case not beyond 15 days from the presentation of the request put forward by one of the parties which make up the Supervisory body.

Rome, 5 June 2007

REGISTRATION ON THE LIST PROVIDED FOR BY ART. 1

- 1- Obligation to register on the list provided for by paragraph 1 of art. 1 is in force for seafarers who have completed the probation period provided for by paragraphs 1 and 2 of art. 4.
- 2- Failure to pass the probation period must be communicated to the seafarer concerned at the end of the forementioned period.
- 3- The dissolution of the employment agreement results in the cancellation from the list provided for by art. 1.
- 4- Without prejudice to the provisions of art. 39, the following are also considered justified reason for the dissolution of employment agreement;
 - a) Failure to comply with contractual obligations;
 - b) Failure to provide prompt notification of unavailability due to illness, injury or on compassionate grounds, to be communicated to the Company via telegram followed by documentary proof sent within two days from when the matter arises;
 - c) Disembarkation due to the fault of the seafarer in accordance with the employment agreement;
 - d) Disembarkation of the seafarer;
 - e) Refusal to tranship;
 - f) Temporarily forbidden to practice his profession;
 - g) Reaching the maximum retirement age limit allowed under the current laws in force.
 - h) Having demanded undue payments connected to service from subordinate members of crew;
 - i) The reduction of the company fleet, decommissioning exceeding 30 days. In these cases, the non- reinstatement on the list provided for by art. 1 will be implemented, rank by rank, starting from those who have the least seniority in the company.
- 5- The cancellation from the list provided for by art. 1 shall be communicated by the Company to the seafarer by registered letter within 30 days respectively from the date of presentation of the seaman's book or from the date of the provision.
- 6- The seafarer may request, within 15 days from the communication from the Company, the reasons which determined the provision of the cancellation from the list. In this case the company will respond to the concerned party within 15 days from the receipt of the request.
- 7- It is considered contrary to the spirit of these regulations, the cancellation from the list provided for by art. 1 determined by reasons concerning religion, political beliefs or the membership to a Trade Union.

BOARD OF SETTLEMENT AND ARBITRATION

- 1- The seafarer who deems the termination of the employment agreement with the consequent cancellation from the list provided for by art. 1 unjustified, may request by means of registered letter, within 10 days of landing, the conciliatory intervention of the signatory Unions of the present agreement. The said intervention must be carried out and completed within 20 days following the request. In the case of a positive outcome a settlement statement will be drawn up which shall be deposited at the Provincial Labour Office by one of the parties.
- 2- The Office director, or his delegate, once having verified its authenticity, will deposit it in the Chancellery of the competent Court where it has been drawn up. The Judge, upon request of the parties concerned, after having verified the formal legality of the settlement statement, will declare it valid by enforceable decree (law 11 August 1973, n. 533).
- 3- In the case the settlement attempt fails, the seafarer may appeal to a Board of Arbitration; for this purpose the same will provide concomitantly to the request of the constitution of the Board (to be sent via registered letter to the Company within the time limit of 10 days following what is provided for by the previous item, failure to do so results in forfeiture.) and to appointing his own

representative; the Company, in the five days to follow, shall see to appointing their own representative.

- 4- The arbitrators chosen by the parties, within 10 days subsequent to that given to the Company to appoint their arbitrator, shall appoint, by mutual accord, the President of the Board.
- 5- In the case of failure to reach an agreement, the name of the President of the Board shall be drawn from those included in a list, registered under the jurisdiction of the Harbour Master Office, made up of a number of names, not exceeding eight, formed by mutual agreement between the signing and stipulating Trade Unions.
- 6- The Board will make a final attempt to reach a settlement and where this is not possible, will issue, on behalf of the parties in question, its judgement with fairness and without the obligation of procedural formalities, within 30 days from the formal setting up of the Board.
- 7- The responsibility of demonstrating the facts that constitute the reason put forward to justify the cancellation for the list provided for by art. 1. falls on the Company.
- 8- In the case in which the Board does not accept the justifications put forward by the Company as justified reasons and/or just cause, in accordance with art. 39, the said company must pay the seafarer, as a penalty, an amount calculated according to the contractual regulations in force for the payment of the end-of-employment benefits up to the following limits:

up to 12 months of seniority with the company: 30 days of pay;
up to 3 years of seniority with the company: 60 days of pay;
from 3 to 6 years of seniority with the company: 75 days of pay;
from 6 to 10 years of seniority with the company: 90 days of pay;
over 10 years of seniority with the company: 120 days of pay.

ANNEX 9

MEMORANDUM OF UNDERSTANDING BETWEEN CONFITARMA AND FILT-CGIL - FIT-CISL - UIL-TRASPORTI

By consent the parties acknowledge, that the service of port towing with regard to the commercial aspect (entering and exiting of the vessels from ports) constitutes a business type of service which must follow logically follow all the procedures concerning this type of service, also with regard to concerning the relevant charges, all the the consequent logics to this type of service.

In addition the parties by consent acknowledge that along with the commercial service the Authorities constantly request services concerning non-business matters regarding safety, rescue, fire-control, safeguarding of the marine and atmospheric environment, activities which are all totally separate and independent from the commercial service carried out by the same companies.

An emphasis on these service concerning which cannot be considered business matters, whose costs up to now have been covered by the cost of the commercial services, stresses the urgent need to analyse the double role performed by the towing companies and of the consequent relative costs. The results of this analysis shall be brought to the attention of the competent Ministries to allow actions to be taken.

Having taken all of the above into conderation and acknowledging the necessity to reduce the port costs in line with the lessening demand for commercial services in particular for the coastal navigation traffic as well as the techonological innovation of the vessels aimed to facilitate the manoeuvres with the possibility of using the towing service less, the parties, in the context of the union relationships in force, declare their availability to examine the reorganisation of work practices in single ports, with the purposes of improving efficiency and productivity using appropriate flexibility.

The possibility of having different manning documents, only in the licensed port and where advanced types of newly built tugboats exist, may be agreed at company level for the overall safeguard of the safety regulations.

Where there results excess personnel, the following may be applicable:

- 1) A reduction of personnel within the limits deriving from the blocking of turn over;
- 2) Agreed inter-company mobility;
- 3) Early retirements agreed upon between the parties concerning conditions and incentives.

All of the above in compliance with art. 45, 1st paragraph, which contains legal reasons behind these matters.

Annex 10

PROTOCOL OF THE WORKING ENVIRONMENT

The parties acknowledge the necessity of a mutual commitment to deal with health problems and the prevention of risks connected to the specific conditions of the work of seafarers.

For this purpose the parties agree that the contractual regulation defined here is accompanied by additional legislation, based on several experienced matters.

In particular with regard to the solutions concerning the prevention of risks deriving from harmful agents present within the structure of the vessels, among which for example asbestos. The parties agree that this additional legislation must be involved in the reconstruction, transformation and reclassification phases by means of appropriate forms of incentives.

Considering moreover the speciality of nautical work, the parties agree on the necessity to institute specific measures for the protection of workers' health.

This activity must be employed in compliance with art. 9 of Law 300/70 and be carried out at local level with the participation of the local union structures.

The companies commit to adopting preventative measures on their vessels, in relation to determined risk factors, putting into effect procedures defined in art. 9 of Law 300 already mentioned.

For the risk factors which have already been identified concerning this sector, for as long as the present contractual agreements are in force, the following are proposed as priorities:

Noise: soundproof cabins, measures taken to improve ear protection.

Asbestos: treatment according to procedures which prevent the dispersion of fibre, elimination of the said material on newly built or vessels bought second-hand or as material used for repairs, suitable measures of prevention during maintenance activity and de-lagging of the vessel.

Exposure to smoke, exhaust gas, mineral oils fog: measures to improve the engine rooms or garages according to the indications of the appointed authorities.

Prevention of accidents on board: according to the measures provided for by the D.P.R. 547/56 for all those working activities not directly connected to navigation (for example maintenance work).

With regard to the evaluation of risk and to the provision of prevention plans provided for by Italian and European regulations, the employer must define the appropriate training procedures for the worker and in particular for union representatives.

This training, which may take advantage of the planned additional legislation, must aim, in particular, to:

- 1) correct information concerning specific risks connected to single tasks;
- 2) the use of appropriate means of individual protection and their maintenance;
- 3) the managing of the job taking into account the necessary safety guarantees for navigation (professional training).

The parties, upon the resumption of negotiations, expected for the month of September, shall identify the public bodies to be referred to for the study and checking of environmental risk factors.

MEMORANDUM OF UNDERSTANDING CONCERNING PROFESSIONAL TRAINING

The parties express a mutual understanding concerning the importance of professional training. Consequently the parties identify the following mutual objectives for a joint plan for promoting and developing the professional training of maritime workers:

- Strategic plans for the purpose of creating an active employment policy;
- To updating it in order to meet the minimum standards provided for by Law 739 of 21 November 1985 (STCW 78 convention).
- It will be a means for updating and providing information for the purposes of the protection of navigation safety and the safeguarding of human life at sea;
- It will be a means for updating and providing information concerning accident prevention and safeguarding of health;
- A means of professional development connected to the development of ship automation;
- A means of experimenting with new forms of work organization and of new professional qualifications.

The parties acknowledge that the introduction of policies for the development of professional training has to be included in the specific additional legislation already arranged by the competent administration also taking into account financial availability deriving from European, national and regional regulations. In addition they acknowledge that as an indispensable means for allowing young people to begin work in this sector, there must be a specific and definite regulation for the cadet officers as well as for the use of apprenticeship contracts according to the spirit of the present agreement and to the regulations defined in the specific protocol.

The parties, while acknowledging the training activity carried out independently by certain shipping groups or companies, believe it to be necessary that the development throughout the whole national merchant marine, that training policies are defined by consent through the following measures and procedures.

A joint commission at national level will be constituted, made up of six members nominated by the Trade Unions and six members nominated by the Employer's Associations, with the primary task of promoting all the initiatives considered the most suitable to favour efficient training policies, to formulate proposals with regard to competent Bodies and institutions in the field.

The Commission must have a coherent policy, in order to promote the specific initiatives suggested above, to:

- Enable the requests for professional training from the work force to be fulfilled;
- Acquire statistical data concerning the participation at training courses provided for by the STCW 78 convention from relevant companies;
- Set up a means of governing the maritime employment market according to the expansion levels of training and professional updating in the national shipping field, checking and promoting the process also through the requalification and flexibility of the workforce;
- Examine the overall trend of training and work contracts, based on information about the results of projects completed the previous year;
- Promote training programmes aimed in particular at the themes of safety and prevention;
- Favour a development of academic and professional training in line with the European Union situation and approach;

MEMORANDUM OF UNDERSTANDING BETWEEN CONFITARMA AND FILT-CGIL – FIT-CISL – UIL-TRASPORTI

The unprecedented state of flux of the world economy which lie ahead, require urgent consideration to be give to the current structure of maritime traffic and the possibility of new competition coming from different shipping companies on an international level. The freeing- up of coastal navigation which must accompany the process of European integration, is in addition, a challenge which will very shortly be faced by the the national merchant marine.

These challenges will entail the whole of the merchant marine in revising policies and consequently organizational sturctures.

The employers and workers will find themselves faced with demanding challenges and will have important responsibilities.

The aim of the present Memorandum is to define procedures to face up to the challenges that the merchant marine company will have ahead, based on establishing good lines of communication between unions and shipping organizations for the formulation and realisation of new initiatives regarding the merchant marine and the general politics of transport and of the EEC approaches in the field.

Lastly, procedures and guarantees with regard to work politics, procedures and the negotiating arrangements to settle the conflict, are to be dealt with.

Consultation at national level.

A board will be established, with the purpose of consultation at a national level, comprising six members nominated by Confitarma and six members nominated by FILT, FIT and UIL-TRASPORTI.

The Board will meet at least twice a year or on the request by one of the parties, for information and prior consultation concerning;

- Setting out the approach for maritime politics at a national and/or international level;
- Setting out the approach for maritime politics in the light of the direction of developments provided for by Confitarma;
- The development projects of individual sectors;
- Reorganization programmes;
- Programmes and interventions with regard to environmental conditions and the safety of work and navigation.

Local Consultation Boards.

Wherever both the employers' and unions' representatives are present, local consultation boards will be established. The subject matters and criteria for the appointing of the representatives must be the same as those established at a national level.

Rules dealing with conflict.

The parties reconfirm the validity of the protocol containing the code of self-regulation, along with the code for companies, by the agreements and by the binding clauses dictated by the Government, through the then Minister of Transport (Protocollo Signorile).

In addition the parties agree to enforce what is provided for by law 146/90.

UNION RIGHTS

Union representation on board

- 1- In compliance with the regulations of the Workers' Statute, which delegate to the collective bargaining agreements, the implementation of the principles sanctioned by the same Statute to the Navigation companies for the maritime personnel, the following is agreed:
 - On the request of the seafarers on board, with regard to the respective Union Organizations of which they are members, in each Company <union representatives on board> may be established, chosen from the crew members.
- 2- In each vessel, for each signatory Union of the present agreement, the following may be nominated:
 - 1 union representative up to 60 seafarers;
 - 2 union representatives up to 100 seafarers;
 - 3 union representatives up to 200 seafarers;
 - 4 union representatives up to 300 seafarers.
- 3- For companies which perform towing service in more ports, notwithstanding the above mentioned, a union representative shall be nominated for each port.
- 4- Union representatives, who remain in office until withdrawn, shall have the following duties:
 - a) To propose either verbally or in writing matters which may arise concerning the exact implementation of work contracts and company agreements to the Company's Management. Potential unsolved problems, concerning contractual regulations, shall then be examined by the respective Union Organizations;
 - b) carry out the gathering and delivery of mandates and membership cards, in accordance with the laws and contractual regulations, without disturbing the productive work of the company;
 - c) Consult with crew members who are not on duty at that point;
 - d) Announce meetings, having informed and having given adequate notice to the company and indicating the time, duration and place of the meeting, taking into account work requirements and port regulations.
- 5- Union representatives are bound, as are other crew members, to carry out their work according to common contractual regulations.
- 6- Crew members and union representatives benefit from the protection provided for by the regulations of the Workers' Statute.

Union leave

- 1- Paid leave.

The ship owners shall grant union representatives of the company, service requirements permitting, paid union leave of 8 hours per month, in order to execute their role. Such leave may be divided among the various representatives during the given period.
- 2- Unpaid leave.

Without prejudice to more favourable conditions, the shipowners shall grant the seafarers who are members of the management body of the National Trade Union Federations and of the Peripheral area sections of the mentioned Federations, unpaid hourly leave, services on board permitting, to take part in meetings of the above mentioned management bodies and union negotiations.
- 3- The authorisation to absent themselves from work must be requested in writing by the aforementioned Organizations, to the Management of the Companies, with at least 24 hours notice.

- 4- Within the hours provided for by paragraph 1, the subject matter shall be governed by what is provided for by the agreement concerning <union freedom> contained in the ministerial arbitration of 24 July 1991, and in further updates defined by the record of agreement of 5 June 2007.

Collecting of union contributions.

- 1- The seafarer may send the Shipowner a mandate to deduct from their pay the amount of the contribution which he intends to pay to the trade union organization indicated by him.
- 2- The seafarer must in addition indicate the amount of contribution to be deducted as well as the Trade Union Organization to which the payment must be carried out by the ship owner.
- 3- The mandate will be valid until its annulment.

Posting of Union notices.

- 1- The company will ensure the positioning, in a place accessible to all crew members, of a notice board available to the signatory workers' trade union organizations of the present agreement and to the peripheral area sections of the forementioned organizations.
- 2- On these notice boards, notices signed by the Secretaries responsible for the aforementioned Unions and peripheral Sections which must concern matters of trade union interest and be promptly presented to the Ship's command and passed to the direction of the Company or branch office, for reference.

Study Arrangements

- 1- During employment seafarers who are taking part in correspondence courses of study or who wish to engage in some form of study, shall be allowed, if they so request, by the company to work shifts which allow their study and they shall, as far as possible, be exempt from carrying out overtime.
- 2- Particular cases shall be taken into consideration, based on the academic <curriculum> which require greater commitment to studying, and in such cases particular working patterns will be permitted along with the concession of compensatory hours to be established by the company. In order to obtain the said concession the seafarer shall put forward a request directly to the company.
- 3- During exams, seafarer students shall benefit from compensatory passes for all exam days and for two working days prior to the exam session.
- 4- Such permissions are subject to the presentation of the necessary documentation directly to the company.

Free time activity

- 1- Each tugboat designed for offshore service must be equipped with the tools and means with the purpose of allowing seafarers to spend their free time in a satisfying manner.

- 2- Library on board.

It shall be made up of various types of reading, comedies, folk, general and professional culture.

The authors and the editions of the books shall be chosen by mutual agreement between a union representative and a company representative.

- 3- Equipment.

Aboard each tugboat on off-shore service a television shall be installed.

In addition the seagoing service beyond the straits shall be equipped with a cinema projector with relative films and a sound recorder.

Regulations for the organization of towing service in port or in navigation.

- 1- in the towing sector also, the maintenance and increase of employment depend on the development of productivity, the remodernisation of vessels, the efficiency of the service, all in the context of the new maritime politics based on the reconversion of typology and technology of the vessels, on the development plans for ports and ship yards.

- 2- In order to meet the goals set and to encourage the investments required to meet these goals, it is necessary to improve the organisation of work on tugboats on offshore service, under the aspects of both work performance and working conditions.
- 3- With regard to the area of port activity, the organisation of work fundamentally consists in the regulating of shifts, which art. 45 of the agreement refers to the supplementary agreements . In reconfirming that the regulating of shifts must comply with the regulations provided for by articles 1 and 10 of the contract, it is hereby clarified, for the purpose of work performance and efficiency of services, that this must take into consideration an element <flexibility>, the quick response to the request for the service throughout the entire day, the speed in carrying out towing operations.

With particular reference to flexibility this must be examined with regards to the two most relevant to the towing service:

- a) The transfer of personnel from port service to offshore service and viceversa;
- b) The transferring of personnel from one port to another ports in which the towing service is run by the same Company.

The criteria and conditions for applying such flexibility also applicable for employment reasons must in any case be agreed upon between Trade Union Organizations and Shipping Companies at a company level. On the other hand, for the purpose of improving workers' conditions, the utmost importance must be given, both in port and navigation services, to safety, to the conditions inside the vessels, to the living areas and to the hygiene and health conditions a board the tugboats in service.

- 4- It is agreed that.
A joint committee shall be formed for the tugboats not yet built, a committee whose role will be to express, at the planning stage, viewpoints concerning safety, living areas and conditions on board. The said committee may also express recommendations for the improvement of the hygiene and health conditions a board the tugboats in service.
.
- 5- The safeguarding of employment levels is closely linked to the possibility of development, modernisation of the fleet and the consequent greater competitiveness of the vessel, and is also to be achieved by means of a more efficient organisation of the services which increase the efficiency of the work and better the living conditions on board. Consequently, provided that the potential overall restructuring of the services does not result in cost variations, the parties shall agree by company negotiating the organisation of the shifts.
- 6- In the defining of a different way of organising work, the type of vessel and the services for which it is designed for must be taken into considered.

ENCLOSURES

Information

- 1- The parties agree, without prejudice to the autonomy of the business and the respective recognised responsibilities of the companies and of the workers, to establish an information system concerning the relative subject matters and according to the criteria set by the present regulation.
- 2- The information shall be provided at national level by the relevant Associations of Ship Owners at annual meetings with the respective trade unions, during which the parties shall express their independent judgements.
- 3- In addition the National Merchant Marine Organisations shall give information to the National Trade Union Organizations concerning prearranged matters with regard to operative conditions concerning cross regional areas or grouped differently (Merchant Marine Groups who carry out towing service in more than one port).
- 4- Shipping companies with more than 100 workers, through their Professional Associations and under the laws of confidentiality, shall inform the company union representatives about significant technological changes, ideas concerning productivity and employment levels, which may affect the overall organisation of work in a decisive way.

REGULATION CONCERNING ACCIDENT/INJURY PREVENTION (1)

- 1- Tugboats, waiting in outer port, must arrange themselves in a way as to not encumber the path of inbound vessels and they must keep themselves at a prudent distance until the vessels have reduced their speed to the limit of absolute safety.
- 2- When proceeding ahead of inbound vessels, always work with a heaving line throw bag. Never catch tow lines with a boat hook.
- 3- If more than one line has to be used for the safety of the towing operation each line must be eased out by the same fairlead or by the same side of the vessel.
- 4- For the entire time that the line is attached, the personnel must pay the utmost attention in order to always be out of the action range of movement of the said line.
- 5- When fixing up the fisherman's knot, manoeuvres must be done at a low speed and the utmost attention must be paid in order to avoid risk to personnel.
- 6- When releasing the line of the vessel a careful evaluation must be made concerning the position of the tugboat, in order to guarantee the safety of the personnel.
- 7- In case of emergency, such as danger of collision or of instability of the tugboat, the tow line must be released immediately and without hesitation.
- 8- The tow line must likewise be released by tugboats ahead of vessels in departure, any time they might exceed the speed ordered by the port authorities.
- 9- Moored tugboats aligned along the dock must use regular gangways.
- 10- Pilots must not be embarked or disembarked from moving vessels.
- 11- Any type of maintenance work- such as paint and rust removal, painting, etc. – must be carried out in compliance with the regulations established by the health and safety laws avoiding the carrying out of dangerous works during navigation.

SAFETY REGULATIONS

The present regulations, developed and drawn up by the <Coordinating Committee> between pilots, tugboat personnel, linesmen, approved and undersigned by the Pilot Body, the Shipping Company, the Gruppo ormeggiatori, each in relations to their expertise, are proposed to limit the accidents/injuries at work during operations of vessels' manouvours in port.

- 1- Upon the arrival of the vessel, before beginning the manovre for entering port, pilots shall verify that all the tugboats and linesmen required are available.
- 2- Customarily the pilots shall avoid carrying out simultaneous manouvours in the same port berth to avoid danger.
- 3- At the time when the tugboats are required they must go close enough to get the rope, as ordered by the Commander of the Comando of the vessel. Particular attention must be given to this regulation when the vessel is manouvoring in adverse weather conditons. All of the above in accordance with the safety regulations specified below.
- 4- Tugboats awaiting a vessel must position themselves in a way as to not encumber the path of the vessel and they must keep themselves at a prudent distance until the vessel has reduced its speed to the limit of absolute safety.
- 5- When proceeding ahead of inbound vessels, always work with the heaving line. Never catch tow lines with a boat hook.
- 6- Should more than one towing line be given to the same tugboat for the safety of the operation, each line must be eased out by the same fairlead.
- 7- If the use of the fisherman's knot is necessary, the tugboat shall give warning and, both the vessel and the tugboat, must manovre with particular caution.
- 8- Upon departure, before the vessel proceeds to manouvre in a way which may cause problems for any tugboat astern, the pilot must verify that the order to release the line has been carried out.
- 9- During the towing operations, the tugboats must keep the V.H.F. device running.
In the V.H.F. communications between vessel and tugboat they must always preannouce the names of the vessel and the tugboat transmitting and receiving, so as to avoid misunderstandings with other vessels and tugboats carrying out manovrers. Confirmation must be give to messages received; but for the tugboat a whistle may also be sufficient.
Where it is impossible to communicate via V.H.F. the master of the tugboat must take the initiative in order to receive order signals in the best way possible from the vessel.
- 10- The masters of the tugboats, in all manovres and circumstances in which a risk for the safety of the crew is foreseen, must ensure that the line is released promptly, after having warned the vessel of his intention, except in cases of emergency.
- 11- When a vessel recognises the danger of the task, that a steel tow line is more likely to get entangled due to its lack of elasticity and also due to the difficulty of cutting it in cases of emergencies, pilots shall commit to having such lines replaced, where still in use, with more suitable lines made of natural or synthetic fibre.
In all cases the tugboats must be equipped with a pair of natural or synthetic ropes of an appropriate size and length.
- 12- For the entire time in which the tow line is attached to the tugboat, its crew members must pay the utmost attention in order to always be out of the action range of the said line.
- 13- The tugboats must not embark or disembark pilots from moving vessels .
- 14- The linesmen, upon the arrival of the vessel, before going by motorboat to take the warping line from the stern of the vessel or from the tugboat astern, will request the authorisation of the pilot so as to protect themselves from possible dangers from the propellor of the vessel.
- 15- Customarily the vessel shall not use steel lines when warping. When unmooring, the steel cables are cast off when the mooring lines are being loosened, with the exception of the spring lines.
- 16- Upon entering the berth the vessels must present themselves with easy to manage warping lines, ready to be eased out to the linesmen's motorboat.

AGREEMENT 15 MAY 1974
Determining the amount of compensation concerning rescue

- 1- Among the undersigned Union organisations it has been agreed to establish a Joint Committee, made up of three representatives appointed by each company and three representatives appointed by the signing and stipulating union organizations of workers, with the task of determining , case by case, the compensation to be paid to crew members according to criteria to be established or to agree upon a definitive law with regard to refloating and rescue.
- 2- Such compensation shall be calculated on the basis of the gross tonnage of the vessel and shall be determined for each operation, depending on whether it concerns refloating or rescue, in respect of the following elements:
 - a) The weather conditions equalling at least sea force 5; of fire a board with flammable or explosive or noxious cargo, shallow waters, fog, vessel out of control;
 - b) For both in port and out of port operations, excluding from such operations those ordered by maritime authorities for the safeguarding of human life and fishing boats, assistance to vessels up to 1000 tsl and in general any assistance without direct operations, and refloating manoeuvres, and the breaking of moorings unless they are compensated by insurance;
 - c) The type of vessel: cargo, passenger, oil or gas tanker.
- 3- In no case will the compensation be less than € 258,23 for in port operations and € 516,46 for those offshore. These limits do not apply to the exceptions provided for by paragraph b).
- 4- The Committes may also settle potential legal disputes which are in progress.
- 5- The ways of allocating compensation shall be established in locally in agreement between crew members and communicated to the shipowner through union organisations.

Rome, 3 December 1980

F.A.O.

FILT-CGIL
Via G.B. Morgagni, 27
ROME

FIT-FILM-CISL
Via Catone, 15
ROME

UIM-UIL
V.le Ippocrate, 15
ROME

Investments, occupational development etc. must be carried out with the aim of promoting a modern and economical business model, taking into account, particularly with regard to the port sector, the guarantee of being able to operate on programmes of medium-long term.

In consideration of the above and awaiting the outcome of the negotiation for the renewal of the employment contract for employers of towing companies, a contract due to expire on 31 December 1980, we hereby ask these Union Organisations to let us know their thoughts on the matter, with particular reference to the existence of potential strategies and/or principles which they can propose as an alternative regarding the current private institutional set-up of the companies in question.

In anticipation of a favourable response we thank you and offer our best regards.

CONFEDERAZIONE ITALIANA
DEGLI ARMATORI LIBERI

ASSOCIAZIONE ITALIANA
ARMATORI RIMORCHIATORI

Rome, 3 December 1980

To the CONFITARMA
To the ASSORIMORCHIATORI

With regard to the letter sent to us, we the Union Organisations, declare to have no objections on principle concerning the current private institutional set-up of the companies which carry-out towing service. Thus these companies should be able to operate in a context of certainty on a medium-long term basis in order to develop and organise their business.

In consideration of the above, the Union Organisations reconfirm that the encompassing of types of services is acceptable providing that the company, management and business organisation plans aim to make the service cost-effective, to develop port activity and to safeguard employment.

Yours faithfully

FILT-CGIL
FIT-FILM-CISL
UIM-UIL

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