

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

PREAMBLE

The signatory parties to the IV Collective Labour Agreement for the Merchant Marine understand as positive and encouraging, that both, Trade Unions and Employers Associations, assume their respective roles, by establishing, through their autonomy proved by the signing of this national collective labour agreement, the appropriate conditions of employment, thereby laying out solid basis for the economic and social development of our merchant marine and, ultimately, of Spain.

In this sense, the signatory parties of this IV General Collective Agreement, negotiated as an adaptation of the National Employment Agreement to the shipping industry, consider that it addresses issues that are important to both seafarers and shipowners, such as regulating labor relations, strengthening of trade unions and employers' organizations and the improvement of labour regulations, through its Joint Committees agreements.

Article 1. Scope of Application. This General Collective Agreement for the Merchant Marine will be applicable to all shipping companies and their sea personnel, excluding companies with an applicable Company Collective Agreement.

Notwithstanding, those companies that, with the mutual consent of their representatives, state their commitment to replace their own collective agreements with the General Collective Agreement adopted by ANAVE (Spanish Shipowner's Association), UGT- Mar (General Union of Workers – Merchant Marine) and SLMM (Free Trade Union of Merchant Marine), will accept this General Agreement without any reservation.

Discrepancies which may arise in case of replacement of a Company Collective Agreement with this General Agreement, shall be resolved by the Joint Committee of this IV General Collective Agreement.

Article 2. Temporal Scope. This Agreement will enter into force on 1 January 1982, regardless the date of its publication in the "Official State Gazette".

It will be in force for two years, until 31 December 1983, being its validity extended for consecutive periods of one year of duration, always provided that the parties to the Agreement don't give notice of its termination three months prior to its expiration date.

As an exception to the term of this Agreement, articles regulating the economic regime shall be effective from 1 January 1982 until 31 December of the same year.

The withdrawal by any of the parties to this Agreement must be produced in writing and to the General Directorate of Employment, always giving notice to the other party.

Article 3. Binding to the entirety.

For all purposes, this Agreement constitutes an indivisible unity, not being applicable just one or more of its provisions and dismissing the others. The whole Agreement is binding and it shall be entirely applicable.

If the competent Labour Authority disagrees with one or more of its provisions and this would distort the aim of the content, the whole Agreement will be dismissed and reviewed by the negotiating parties.

Article 4. Compensation and future absorption. The wage conditions provided for in this Agreement will absorb and compensate, on an annual basis calculation, any partial improvements that in the future could be set out by means of a general or particular regulation for this sector, agreement or whichever its source may be.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

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Notwithstanding the former paragraph, the publication and entry into force of any general or particular regulation for the Merchant Marine sector that improves any other concept not related with salaries, shall be applicable instead of the provisions of this General Agreement.

Article 5. Direct application. Parties to this Collective Agreement have exhausted in this context their respective capacity of bargaining for the regulation of the issues that have been the subject of this Agreement, and then commit themselves to not promoting negotiation in lower levels, so that the Agreement will be applied directly by companies.

Neither will pose matters involving, or involving in any measure, review of what is hereby agreed.

Disputes arising from the automatic application of this General Collective Agreement shall be submitted to the Joint Committee for its later resolution.

Article 6. Probationary Period.

1. Any admission of permanent staff for the performance of the activities regulated by this Agreement shall be considered as provisional for a probationary period, pursuant to the employment that engages the seafarer, which duration may not exceed the time set out by the following scale:

- Graduates: three months
- Petty officers and Ratings: forty-five days.

During this period, which shall be agreed in writing, either party may unilaterally terminate the contract of employment by giving at least 8 days' writing notice to the other party.

2. Should the probationary period expires during a voyage, it shall be extended until the ship calls a port, but the unwillingness of the shipowner to terminate the contract of employment must be notified in writing to the seafarer by the Master within the stipulated period indicated in the previous paragraph. Otherwise the crew member shall be deemed as fixed-term staff.

3. In all cases of termination of the contract by termination of the probationary period by seafarer's will, travel expenses will be afforded by him.

4. Once the probationary period is completed to the satisfaction of both parties, the seafarer shall be deemed as fixed-term staff of the company, and the time of work during this period will be computed for seniority purposes.

5. In the event of termination of the probationary period by the company, it shall deliver documentation related to the time actually worked and the Company Certificate of contributions paid to the Social Security.

6. Travel and subsistence expenses from the port of arrival to seafarer's home shall be pay by the company once the probationary period is terminated by its will and once the ship arrivals to port.

7. The seafarer will also receive a bonus equivalent to two days of salary to afford travel expenses.

8. Temporarily disability for work during the probationary period will interrupt its computation.

Article 7. Commission for Service. A commission for service shall imply the professional work carried out by seafarers anywhere as requested by the company.

When in commission for service, the seafarer will be compensated with the same salary he received during the performance of its last position.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

When the commission for service is carried out on board, the seafarer will be compensated with annual leave set out in this Agreement. In case of duties carried out ashore, the seafarer will have the right to annual leave set out in the Labour Bylaw for the Merchant Marine (RCL 1969/1259 and 19412 NDL), except in those circumstances in which work is performed outside the home address, when, in addition to the annual leave provided by the Bylaw, the seafarer will be entitled to a rest period of four working days for every three months worked, without computing the time spent in travels, being the travel expenses afforded by the company.

If commission for service takes place outside the seafarer's home address, he will receive the allowances established in this Agreement.

In any case, expenses shall be paid on justification, but the Company shall advance an estimated amount of such expenses.

Article 8. Transfers. This is understood as the transfer of the crew from one ship to another operated by the same company, in the course of the period of embarking.

Transfers may be:

- a) On the initiative of the Company: due to organization or service needs, transfer will be arranged by the company, following these criteria:
 - 1) Inverse order of seniority for each professional category in the company.
 - 2) Not being transferred more than once in the period of embarking.
 - 3) If the seafarer is transferred to a ship where salary is lower than the one it was receiving when carrying out similar duties, then he will be entitled to receive as compensation, and once per period of embarking, an amount equivalent to the difference resulting from the wage perceived last month and the amount received in its new destination.
- b) On the initiative of the seafarer: when the transfer is requested by reason of its home address location or other justified causes and subject to the company's ability to provide it.

In both cases, until the seafarer is employed on board a new vessel, employment conditions will be the same applied during the embarking in the previous ship, being paid by the shipping company all expenses caused by the transfer of the seafarer.

Article 9. Expecting embarkation. This is the situation where the seafarer is at home, not resulting from its embarking in a ship of a commission for service, but available and under the company orders. This situation will last until the previous day when the seafarer leaves home to be under company service.

In no event the seafarer shall remain in this situation for longer than 30 days, passing from that moment to the commission for service situation.

During the expectation of embarkation, the seafarer will be entitled to receive professional wages and annual leave as provided by the Bylaw for the Merchant Marine.

Article 10. Leave.

1. Regardless the annual leave period agreed, the seafarer will have the right to leave for the following reasons: family matters, attending to courses or examinations in order to obtain a certificate, compulsory or supplementary training courses for the Merchant Marine and for personal reasons.
2. All leaves will be granted by the shipowner or the operator. The seafarer shall submit the request to the shipowner or operators, who shall decide within a period of 30 days from the date of request. In case of leave for family matters, the authorization for leave shall be given by the Master on seafarer's request, and the seafarer will disembark in the next port

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

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of call with more direct travel connections and within the geographical limits specified in paragraph 3. This is without prejudice to subsequent sanctions that may be imposed on those who do not properly justify the cause alleged when requesting the leave.

3. Travel expenses for the enjoyment of the leave will be paid by the seafarer, except those incurred in the event of death of the wife or children and those established in paragraph 5.2) and 5.4), that will be paid by the shipowner, being restricted the right to embark and to disembark in all the ports of Europe, Mediterranean Sea, Black Sea, and the ports of Africa up to the Noadibou parallel. Nevertheless, serious illness and death of the wife and children are excluded from these geographical limitations.
4. Permissions due to family matters. The leave will be paid in the following cases:

<u>Causes:</u>	<u>Days:</u>
– Marriage...	20
– Birth of children...	15
– Serious illness of wife, children, parents, even in-laws up to...	10
– Death of wife and children, even in-laws...	15
– Death of parents and siblings, even in-laws...	12

Without prejudice of these deadlines and taking into account the exceptional circumstances that may occur in some justifiable situations, the company will grant the necessary days required.

None of the permissions described in this paragraph shall be added to annual leave, except those due to marriage, which could be added. Notwithstanding the preceding paragraph, the embarked seafarer, giving prior notice to the shipowner, shall be eligible for such accumulation in the case of birth of children.

The seafarer will still receive its professional wage when on leave.

The period of permission shall run from the day after disembarking.

5. Permission to attend courses, seminars and exams.
 - 5.1. Official courses to obtain professional certificates or higher ranks in the Merchant Marine.

– Minimum seniority in the company...	Two years
– Duration ...	The Course
– Salary ...	Professional
– Number of times...	Only once paid
– Compromise of staying in the company...	Two years from the end of the course
– Maximum requests...	6% of jobs

A justification of attendance issued by the school will be monthly sent to the shipowner, to be eligible for the retribution.

- 5.2 Mandatory courses related to professional certificates.

– Minimum seniority in the company ...	None
– Duration	The course
– Salary ...	Professional
– Number of times ...	Only once paid

- 5.3 Training courses and professional improvement of seafarers capacity courses and appropriate to the commercial traffic carried out by the company.

– Minimum period of service ...	Two years
– Duration	The course
– Salary ...	Professional.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

- Number of times ... Only once paid
- Compromise of staying in the company... One year from the end of the course
- Maximum petitions..... 3% of the jobs

When arranging leaves, the company will follow the order of receipt of the requests, up to the established limits. The companies will grant the requests made, up to the limits, and will be able to add these leaves to the annual leave period.

If the seafarer must attend to a course during its annual leave, this one will be interrupted. At the end of the course, he will be entitled continue his annual leave until the end of the corresponding period.

5.4 Courses made due to company needs. When any of the courses of the preceding paragraphs must be made due to company needs, the seafarer will enter into a Commission for service throughout the course duration.

5.5 Leaves due to personal reasons. The seafarer may request a permission to leave for attending his personal urgent affairs for a period of up to six months, and the shipowner shall grant the leave taking into account the grounds of the request and the service needs.

In these circumstances, seafarers will not be entitled to receive any compensation.

Article 11. Unpaid leave of absence.

1. Voluntary unpaid leave of absence. Every seafarer who has, at least two years of seniority in the company could ask for an unpaid leave of absence. The requests will be solved within thirty days from the submitting date.

The minimum duration of the leave of absence shall be 6 months and a maximum of 5 years.

The time spent in this situation shall not be computed for any purpose.

If the seafarer does not request for the return to the company one month prior to the end of granted unpaid leave, it will be dismissed from his employment.

If the seafarer requests for the return, this shall be granted as soon as there is one vacancy in its occupational category.

In case there is no vacancy available in its category and the seafarer voluntarily agrees to be included in a lower occupational category within its specialty, it shall receive the salary corresponding to this category until its return to the previous position.

2. Forceful leave of absence. Each of the following causes will result into a forceful leave: election or appointment for political or union positions.

In case of political or union positions, the duration of the leave will be the same as the seafarer is carrying out these position, being entitled at its end to returning to its prior occupation and being during the leave as an active worker.

The seafarer shall be dismissed in case it doesn't request the return to the company within 30 days after the termination of its duties to the political or union position.

Article 12. Roster. The company shall record a mandatory public roster where all staff is listed with their position and seniority.

This roster will be updated annually and will be available to the crew of each ship.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

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Article 13. Allowances and travels. An allowance is the amount that is accrued daily to meet the expenses of maintenance and stays caused by the displacements out of the home address or the ship of embarking.

The seafarer will receive an allowance in the following circumstances:

1. Commission for service outside the home address.
2. Travel expenses from the embarking or disembarking port to its home.
3. Expectation to embark, being away from home.

In Spanish national territory allowances shall be made up of the following concepts and values:

- Lunch, 900 pesetas
- Dinner, 800 pesetas
- Accommodation, 1.950 pesetas

In case of higher expenses, the seafarer shall submit promptly the receipts to the Company in order to be refunded.

When abroad, the Company is obliged to provide proper means of transport and accommodation to seafarers.

The Company shall pay the travel expenses and the seafarer has the right to choose the most suitable, adequate and direct mean of transport, excepting the hire of taxis for long distance trips, car rental and first classes. Distances longer than 25 kilometers, shall be considered as long distances.

The use of these means of transport by the seafarer must be justified by the unavailability of tickets in other means and the need of urgent embarkation or because it will produce other savings higher than the expenses. The seafarer shall submit the receipts.

In any case, the seafarer will receive in advance from the shipowner, the operator or its representative, an estimated amount for the travel and maintenance expenses, in case it doesn't get the corresponding passenger ticket.

In case the costs of disembarking due to a seafarer's accident or illness are paid by the Company, the seafarer shall submit to it the corresponding supporting documents.

Article 14. Catering on board. The Company will provide on board, food supplies suitable in respect of quantity, quality and nutritional value and properly conserved.

There shall be a committee integrated by a crew representative, the chief steward or the chief cook, a graduate and a non-graduate seafarer under the supervision of the Master. The crew shall elect the committee members, and the vote will be recorded in a minute that shall be delivered to the Master.

The Committee shall be responsible for the strict enforcement of the rules regarding catering, its functions being:

- Checking out the planned orders for supplies, the invoices and making an inventory of weights and qualities.
- Making an inventory of the storeroom at the end of each month to find out average daily expenditure per seafarer.
- Ensuring that refrigerators and equipments contain an assortment of basic food and that overnight refrigerators contain essential items such as milk, cheese, cold meat, biscuits, butter, coffee, sugar, bread etc. The food shall be adapted to the climate conditions.
- Preparation of minutes.

The company shall provide adequate food for crew members attesting through medical prescription to be on a diet. The Committee shall verify daily the number of seafarers having meals and the meals effectively served, so cooks might know in advance the number of seafarers who will have meals.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

Special luncheons. This shall mean luncheons which are prepared and served for dates such as: First of May, Nuestra Señora del Carmen, Christmas Day and New Year's Eve. The cook chief and the catering Committee shall decide on these days for the quantity, quality and type of food, and the Company will pay the expenses.

Catering shall not in any case be considered salary. Therefore it shall not be provided required during leaves, licenses, illness, accident or other similar situations. Neither shall be paid as extra pay or overtime or any other supplement set out by the Labour Bylaw for the Merchant Marine (RCL 1969/1259 and NDL 19 412).

Article 15. Entrepot. The standard entrepot will be acquired by the Company and granted in the corresponding column of the payroll or directly paid to the seafarer.

The distribution of the entrepot shall be made by the Committee on the basis of the quantity and the quality of the food served on board, under the supervision of the Master or a person designated by him.

Entrepot will include: liquors, beers, wines, tobacco and any other items that may result into an economic advantage.

Article 16. Ordinary working day. The ordinary working hours in the Merchant Marine will be computed annually.

The mandatory ordinary working day shall be eight hours from Monday to Friday and four hours on Saturday.

The difference between the annual working hours and the ordinary working day during the embarkation shall only apply Saturday afternoons, Sundays and holidays, and shall be only applicable to watch keeping, steward keeping, emergency of the vessel or cargo, and port maneuvers and anchorages carried out within the working day of each seafarer, who will receive a supplement per watch and extraordinary works of: 150 pesetas/hour during 1982, unless those specially compensated. In case overtime is paid on a forfait basis (fixed amount), the supplement above indicated shall not be included into the computation, being subtracted from it.

Supplement per watch and extraordinary works shall be 175 pesetas/hour during 1983.

Article 17. Overtime. Overtime shall be freely offered by the Shipowner or their representatives and its performance shall be always voluntary for the crew, except in the following cases:

- Mooring, unmooring and anchoring manoeuvres, scheduled ..., hatchways opening and closing and bracing.
- At sea, when necessary for ensuring the good conclusion of the navigation or scheduled departure of the ship from port.
- Attention due to the load of the cargo, and the operations necessary to enable the loading and unloading of the ship and its supply, always provided that this cannot be carried out during ordinary working hours due to urgent departure of the ship. Only the strictly necessary staff shall be used in these circumstances.
- Attention due to Port Authorities and unavoidable similar works.
- To give assistance to other ships or persons in peril at the sea or during an emergency affecting the safety of the ship, its passengers or cargo.
- In the case of customs clearance, quarantine and due to other related health regulations.

Overtime in the Merchant Marine sector have a special character due to the contingency of navigation, unpredictable in most cases.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

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Only time worked in excess of the normal annual working hours shall be computed as overtime.

The calculation of the compensation for the overtime has specific nature in the Merchant Marine Sector due to the consideration of the ship as a working centre for the seafarers.

The value of each hour performed in excess to the ordinary working hours shall be calculated by the percentage applicable within each company in its salaries to the current values during 1982.

The same calculation will be made to obtain the economic value of overtime agreed on the basis of a forfait.

The signatory parties to this Agreement commit themselves to bring a commission for the study and better performance of overtime in the sector, especially those whose elimination may create employment and the adaptation of work positions.

Article 18. Vacations. All concepts integrating vacations shall be considered as a whole for the purposes of the IV General Collective Agreement.

Saturdays, Sundays and holidays during the embarkation period are considered as vacations, in accordance with current regulations and, therefore, cannot be compensated.

In the case of companies which have established higher duration for vacations than the levels provided by the IV General Collective Agreement, appropriate absorption shall apply as set out in this Agreement, either referred to the general regime for holidays and or to its exceptions.

Article 19. General vacations regime. The general regime for vacations for all the company fleet staff shall be as follows:

Year 1982:

- 53 (fifty three) days, for navigation between ports of the Peninsula, Balearic and Canary Islands, up to 56 degrees latitude North, up to the parallel of Port-Etienne, in the South and throughout the Mediterranean Sea.
- 58 (fifty-eight) days if sailing between Port-Etienne parallel and Pointe-Noire parallel.
- 60 (sixty) days for any other navigations.

Year 1983

- 55 (fifty five) days, for navigations between ports of the Peninsula, Balearic and Canary Islands, up to 56 degrees latitude North, up to the parallel of Port-Etienne, in the South and throughout the Mediterranean Sea.
- Sixty (60) days for any other navigations.

Article 20. Exceptions to general vacations regime.

Year 1982:

- 58 (fifty-eight) days for containerships, self-unloading cement carriers, roll-on/roll-off, included in paragraphs number 1 and 2 of the preceding article.
- Sixty (60) days for ships carrying liquefied gases and chemicals as well as crude tankers and various oil tankers, not included in the following paragraph.
- 64 (sixty four) days, for crude and oil tankers navigating to the Arabic Gulf, Far East or American Pacific coast.
- 63 (sixty-three) days, to large cellular containerships and roll-on/roll-off, greater than 10,000 GRT, navigating to the Arabic Gulf, Far East or American Pacific coast.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

Year 1983:

- 60 (sixty) days, for containers, self-unloading cement carriers, roll-on/roll-off, included in items 1 and 2 of the preceding article, and vessels for liquefied gases and chemicals, as well as crude tankers and various oil tankers, not included in the following paragraph.
- 67 (sixty seven) days, for crude tankers and oil tankers navigating to the Arabic Gulf, Far East or American Pacific coast.
- 65 (sixty five) days, for large container ships larger, roll-on/roll-off than 10,000 GRT, tracking to the Arabic Gulf, Far East and American Pacific coast.

Article 21. Calculation of the vacations period. The aforementioned period of vacations correspond to five (5) months of "Service to the Company".

Article 22. Service to the Company. A "Service to the Company" shall mean:

- Embarking situation.
- Hospitalization resulting from occupational accident or illness outside of seafarer's home residence.

In all other circumstances, the seafarer shall be entitled to the period of holidays set out in the Labour Bylaw of the Merchant Marine (RCL 1969/1259 and 19 412 NDL).

Article 23. Mixed Navigations. When, within a working period, the seafarer has been engaged in different types of navigation with regard to vacations generation, these will be calculated proportionality to the time worked on board in each period.

Article 24. Replacement of staff during leaves. Companies and crews are bound to the strict compliance of the vacations regime set out in this Agreement and shall not be economically compensated in any case, with the following elements of flexibility:

- Companies may replace the staff on vacation in the following way: From 30 days before to the day the seafarer is entitled to leave (4th month), until 30 days after the day the period of vacation starts (6th month).
- Companies have also the right to embark a seafarer prior to the end of its leave, being the seafarer entitled to receive the remaining vacations, that shall be in any case added to the following leave as follows: Within 15 days prior to the end of the vacation period.

Article 25. Exceptions to the vacations regime. Staff involved in inspection tasks is excluded from the application of the general vacations regime in all cases.

Article 26. Salary increase. Workers covered by the present Agreement which provide their services in shipping companies part to it, shall have a 10,5 percentage of wage increase on the basis of the salary components paid in the year 1981, always provided that these components have not been absorbed to the ordinary working day regime set out in the related article.

Given the specific circumstances of the cabotage and long coastal navigation performed by vessels under 4.000 GTR, seafarers engaged in vessels up to 1.600 GTR shall receive a 9 per cent of salary increase as described in the previous paragraph, and a 10 per cent for seafarers engaged in vessels between 1.601 and 4.000 GTR.

Given the crisis in the sector, particularly negative about prospects in some traffics, companies can negotiate with their crew a reduction of the above mentioned increase within the range of 9 to 10.5 percent with the exception of companies that companies adopt the system of companies in loss or deficit.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

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Companies willing to apply the economic treatment set out in the preceding paragraph shall submit documentation certifying their economic and financial situation, objectively and conclusively, for 1980 and 1981, and forecasts for 1982 and current data to the Joint Commission, who will take the decision.

Article 27. Loss-making companies. The percentage of salary increase established by this Agreement shall not be mandatory for companies that can demonstrate, objectively and reliably, losses or financial deficit drawn up in the financial years 1980 and 1981. The documentation shall also take into account the forecasts for 1982.

In these cases, the parties will be informed on the fixed salary increase. To assess this situation there will be taken into account circumstances such as insufficient level of freights and shipping contracts, and the data resulting from the company accounts, balance sheets and income and expenses statements.

Audit reports may be used in case of dispute about the analysis and evaluation of such information, depending on the circumstances and size of the company.

Companies putting forward such circumstances shall submit to the worker's representation the accurate documentation (balance sheets, gains and losses statements and, where appropriate, report of Auditors or auditors censors) to justify a different salary treatment.

In companies within less than 25 workers, and on the grounds of the economic expenses that this implies, the company, in order to demonstrate truthfully its loss-making, the audit report will be replaced by relevant documents mentioned in the previous paragraphs.

The workers' representatives are required to treat and keep as confidential all the information and data to which they have had access as a result of the provisions of the preceding paragraphs, with full respect to the professional secrecy.

The Joint Commission to this Agreement shall be competent for the purposes of regulating the procedure to be followed in cases of loss-making companies.

Companies willing to benefit from the provisions established in article 27, will have a period of fifteen (15) working days from the publication of this General Agreement in the "Official State Gazette".

Article 28. Wage revision. In case the Consumer Price Index CPI, established by the INE, registers an increase in June 30th 1982 higher than 6.09 percent over December 31st 1981, a salary revision shall be made, as soon as this circumstance is officially know, in the excess over the indicated percentage, computing such excess twice in order to predict the behavior of the CPI in the whole of the twelve months of the year (January – December 1982), considering the CPI minus two points as the limit. Such increase shall be paid with effect from January 1st 1982, referring to wages or tables used to perform the agreed rises for 1982 to calculate it.

Article 29. Unhealthy, harmful or dangerous tasks. All tasks which must be carried out by necessity but imply dirtiness or higher effort or risk than ordinary tasks, due to its special character or nature, will be covered under this article.

Works to be carried out by staff not embarked in a ship:

- Cleaning, blasting or painting of the chain locker.
- Cleaning, blasting or painting inside ballast tanks.
- Cleaning, blasting or painted or whitewashing of freshwater tanks.
- Cleaning, blasting or painting under plates of engine bilges.
- Cleaning, blasting or painting cofferdams.
- Sandblasting.
- Cleaning oil or fuel tanks.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

- Sediments or wastes removal in cargo tanks in crude tankers.

These tasks shall be considered unhealthy, harmful or dangerous when performed on navigation. If any of the tasks described has to be carried out at sea due to safety or hygienic reasons, the economic compensation shall be paid according to the table below.

Works to be carried out by seafarers and that must be considered unhealthy, laborious, harmful or dangerous:

- Works within the chain locker and previous cleaning if necessary.
- Works within cofferdams and previous cleaning if necessary.
- Works within ballast or freshwater tanks and previous cleaning if necessary.
- Works under the bilge plates and previous cleaning if necessary.
- Complete cleaning inside the crankcase main engine.
- Cleaning or work without cleaning inside stuffing box.
- Cleaning funnels, boilers and steam generators.
- Works within fuel and/or oil tanks.
- Works within funnels or boilers.
- Work at sea caused by breakdown of the main engines.
- Cleaning of bilges.
- Works on high voltage switchboards.
- Spray painting indoors.
- Whitewashing or case-hardening indoors.
- Works indoors below -5°C or above +45°C (considering engine room as outdoors). Non refrigerated holds are considered outdoors.
- At sea, climbing masts to heights exceeding 1.5 meters, when necessary for ship's safety. Otherwise it would be totally prohibited.
- Stowage of chains in chain lockers when the seafarer must work inside.
- Management of official receptions or events in charge of the catering staff (except passenger ships or mixed).
- Cleaning of holds or upper wing tanks:
 - a. In case of urgency.
 - b. Work in excess of the normal working hours.
 - c. When due to shipment of the cargo the work shall to be considered unhealthy, laborious, harmful or dangerous and especially in the case of liquid or powdered cargo, stone or grain bagged cargo or when loss of cargo occurs. These works will be economically compensated as follows:
 1. Those located in the table referenced to the total shall be calculated with the corresponding percentage when performed partially.
 2. The special cleaning of hold will be paid: 300 pesetas / hour plus 300 pesetas for each work described in points a) b) c), but in no case the amount paid shall exceed a total of 745 pesetas hour/person worked.
 3. All other works carried out in the normal working hours' shall be paid as overtime, and those carried out in excess shall be paid as overtime in double.

Article 30. Special tasks. Tasks usually carried out by on shore workers shall be considered as special tasks works not being mandatory for the crew members.

Crew members shall not be obliged to carry out these works, unless there is an emergency affecting ship or cargo safety, or in circumstances in which there are no port workers or there are not enough in number or qualifications in the opinion of unions and Port Administration.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

Its performance will be offered to all crew members without discrimination but with preference for the affected Department staff, establishing shifts among the staff willing to perform these tasks work and are trained when the volume of work permitted.

The economic compensation for these tasks will be agreed freely as a lumpsum between the shipowner or its representative, and the crew members.

In cases where, in application of Paragraph 2, the performance of these tasks has not a voluntary character, its compensation will remain as agreed between seafarers and company, plus the percentage provided by article 26 for each company.

Seafarers directly responsible for the direction of operations shall also be entitled to its compensation.

The following shall be considered as special works:

- a) Lashing and unlashng of any cargo on deck or inside holds, when necessary the use of traditional means of lashing (ropes, cables, chains, straps, stiffeners, wedges, horns, clamps, shoe pieces, brackets, fetters, etc.)
- b) All specialized or cellular containerships with appropriate structure for its transport on deck or in holds, and that are equipped with appropriate means of lashing so that the lashing operation is easily carried out will be excluded.

The Joint Commission shall determine the ships meeting these requirements.

For safety reasons, lashing shall be carried out before departing from port, harbor, bay or river.

- c) Loading, unloading, stowing and unstowing of goods that require handling, including motor vehicles transported as luggage.
- d) Transportation and shipment of provisions for crew or passengers consumption shall be performed by the crew members. The supply of any other provisions, including transport, stowage and lashing shall be made by the staff of each department. All these tasks will be made within the ordinary working time or otherwise compensated as overtime.
- e) Distribution and stowage of provisions in stores and kitchen shall not be considered as special work when good delivered free along ship by external staff.

Article 31. Leave due to occupational disease or accident. Seafarers on leave due to occupational disease or accident, both with hospitalization, will receive 100 per 100 of its basis of contribution to the Social Security, always referred to the month immediately prior to the leave and will have right to their holidays as provided by this Agreement.

In case of leave due to occupational disease or accident both without hospitalization, the relevant Regulations in force shall apply.

Article 32. Explosive, toxic or dangerous goods. Seafarers engaged on board ships carrying dangerous goods shall be compensated according to the risk increase as provided by this article, without prejudice to the safety measures to be taken during loading, transport and unloading of goods in accordance with the applicable legislation and considerations of IMO, provided by the attached table.

In specialized ships carrying the referred goods, on a customary or exclusive basis, and that due to its construction or subsequent alterations are specially equipped and properly prepared for its shipping, the seafarers shall receive the compensation provided by the Bylaw.

In ships circumstantially carrying the referred goods as cargo, depending on the level of risk assigned to the good and its percentage of weight with regard to the vessel's deadweight, as indicated in the Tonnage Certificate, the seafarer shall receive the compensation provided below.

In case of different goods all assigned to the same group, their weights will be added up for the purpose of calculating the percentage of compensation.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

In case of goods assigned to different groups, the weight of each good, multiplied by the number assigned to its group number shall be all added, and the result obtained shall be divided by the total weight of all goods, and the resulting quotient shall be the number of the group to assign to all the goods. If compensation is higher in case goods are considered separately, that would be the amount due.

Dangerous groups. References made to "kind", "type", "division", "compatibility group", "comments" and the conditions outlined for Class 7 refer to the words and references used in the International Maritime Dangerous Goods Code of the IMO.

"Dangerous groups" are the divisions made within the goods referred in the previous publication based on the risk they may cause to the lives of seafarers engaged on board the ships carrying them.

Group "A": Goods listed as belonging to:

- Explosives - Class 1. Division 1-1. Compatibility Group A to F.
- Infectious - Class 6-2
- Radioactive - Class 7. When referring to radioactive explosive materials or "special agreements".

Group "B": Explosives.

- Class 1: Division 1-1. Compatibility Group G.
- Class 1. Division 1-2.
- Class 1. Division 1-3. Compatibility groups A, B, C and number 0019.

Group "C":

- Explosives. Class 1. Division 1-3. Rest of goods not included in Group B.
- Flammable or toxic gases. Class 2, UN number 1016, 1023, 1026, 1017, 1589, 1045, 1051, 1052, 1053, 1975, 1067, 1076 and "water gas".
- Radioactive. Class 7. Goods which package design approval and its shipment shall be done in all countries affected by the transportation.

Group "D":

- Flammable liquids with low ignition point. Class 3-1
- Radioactive. Class i. Goods that package design approval and its shipment shall be done in countries of origin, destination, and transit and previous notification shall be submitted to all countries affected by the transportation.

Group "E":

- Explosives. Class 1. Division. 1-4
- Flammable liquids with average ignition point. Class 3-2, if goods are also toxic.

Group "F":

- Radioactive. Class 7. Goods that package design approval and its shipment shall be done in country of origin and previous notification shall be submitted to all countries affected by the transportation.
- Flammable gases. Class 2, if they are flammable.
- Class 3-2, nontoxic goods.

Group "G": Class 2, flammable non-toxic.

- Flammable. Class 3-3
- Toxic. Class 6-1

Group "H":

- Spontaneously flammable solids. Class 4-2, except UN numbers 1361, 1362, 1857 and 1387.
- Organic peroxide. Class 5-2

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

Group "I":

- Radioactive. Class 7. Goods that package design approval and its shipment shall be done in country of origin and no previous notification or approval for shipment shall be required by the competent authorities.
- Corrosive. Class 8, if "causing severe burns" and "emission of toxic gases" is written down in Notes.

Calculation of the compensation: as a percentage of the occupational salary. (See Chronological Legislation Catalogue 1982, Volume II, pg 2859)

Article 33. War zones. When a ship should navigate to a war zone, the crew members shall be entitled to:

- a. Not making that voyage, being in this case transferred to another vessel. If the transfer is not immediately possible, the seafarer shall have the right to be on leave its corresponding period of time.
- b. Those seafarers who voluntarily agree to sail and as long as the navigation lasts, shall receive a special bonus of 1,650 pesetas per day.
- c. In case that, without prior knowledge of the company, the ship is located in an effective war zone, the crew shall receive a 200 percent increase in all their fixed wage elements as long as they are in that area.
- d. In addition, the company shall increase the insurance coverage in case of permanent disability event up to five million pesetas and up to three million pesetas in case of death, while the ship remains in a war zone.

For the purposes of this article, war zone shall mean an area that requires a "Blocking and Trapping" insurance, provided by the actual Shipowner's insurer, and the amount of the extra premium shall exceed the 0.7 percent of the insured ship's value.

These limits, qualifying the actual war risk zone concept, may be reconsidered by the Joint Committee of this Agreement provided that a general variation has taken place, and it shall apply from the date of effectiveness of the variation.

Article 34. Stay in unhealthy and epidemic places. Ports declared to be as unhealthy and epidemic places by the World Health Organization, shall be considered as such places as long as the WHO's declaration is in force.

Seafarers engaged on board ships calling ports, bays or harbors, or going up or down rivers flows of places declared unhealthy or epidemic, besides adopting all preventive measures in order to ensure health on board, shall receive as compensation for the stay in these places a 50 per 100 increase of the occupational wages plus tri-annual supplements.

However, according to the information provided by the World Health Organization (WHO) and other official sources, the Delegate shall submit a report in writing to the Master with a valuation of the situation.

Article 35. Accidents insurance. Apart from the mandatory accident insurance and as complement to it, the company shall underwrite and pay an accident insurance to provide coverage to seafarers for occupational death risks and permanent disability up to the following amounts:

- For death risks, 1,500,000 pesetas
- For permanent disability, 2,000,000 pesetas

Shipping companies that currently have subscribed this kind of insurance, with estimated average equal or higher the above mentioned, are not required to fulfill with the requirements set out in this article.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

Article 36. Luggage lost on board. In case of seafarer's luggage lost on board due to shipwreck, fire or any other accident, not attributable to the victim, the Company shall pay the following amounts as compensation:

- Total loss, 10,000 pesetas
- For partial loss an amount not exceeding 100,000 pesetas at discretion of the Master, after hearing the Delegate of the crew and the victim.

In case the company pays a compensation for costume or provides uniforms, in case these damaged, the above compensation shall be reduced by a 20 percent.

In case of death of the seafarer, the compensation shall be paid to its heirs.

Article 37. Works ashore. The company will give preferential treatment to fixed employees of the fleet it in order to work ashore, always provided that the seafarers are enough qualified for the post required.

Such a preferential treatment implies keep the post vacant in case the seafarer is engaged on board.

Article 38. Relatives on board. All members of the fleet staff may request to the company directly or through the Master, to be accompanied by its wife or child during its embarkation.

The company shall admit the request always provided that it complies with the SOLAS Convention regulations. It shall be given priority to those seafarers (Security, Technical, Attendants ..) that due to company necessities have to be on board the vessel.

For embarkation the relative shall be covered by an insurance that provides coverage for the risks that may occur while on board.

In addition, a medical certificate annually updated shall be submitted before boarding.

Pregnant women, children under eight years old if the navigation lasts over three days and the ship doesn't put in any port, and in any case, a relative who is affected by any disease that may get worst due to navigation, shall be embarked.

The Master, according to circumstances and in no event exceeding the limits established, shall set the turns for embarking relatives giving preference, within one year, to seafarers who haven't been accompanied.

As well, in the event that limit is reached and a seafarer request to be accompanied, the relative embarked for a longer time, shall give up its position to the new companion, always provided that the seafarer who requests has not been accompanied within the last six months.

The seafarer who is not provided with an individual sleeping room equipped with a private bathroom, shall be provided, prior the Master's authorization, with a sleeping room that comply with those requirements.

Family ties of seafarers relatives shall be consider to give priority to embarkation.

The requests shall be properly ordered.

The companion shall arrange the accommodation spaces, excepting offices and recreational facilities, never requesting extra catering services. Relatives' meals shall be served in same the mess room where food is provided to the seafarer. Seafarer companion shall comply with safety regulations on board. Wife or companion shall not disturb daily coexistence and work on board.

Article 39. Mail. The Masters shall post on the ship's notice board the postal addresses of Agents and Brokers of ports of call, for the information of the seafarers.

The company shall adopt any measures to send to seafarers embarked the post received by the shipowner ashore.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

If case the ship is abroad, the shipowner shall deliver the post to the agent for its postage or sent it by any other more effective mean.

Article 40. Birth of children. All permanent seafarers shall receive the amount of 10,000 pesetas for the birth of each child.

The Family Record Book or the certificate of the birth recording in the Civil Registry shall be submitted in order to receive the above mentioned compensation.

Article 41. Extra pays. Two extra pays shall be paid every year, on Christmas and in the month of July, on the occasion of the feast of Nuestra Señora del Carmen. However, companies that so wish may distribute these extra pays into four half pays payable every three months.

Companies that usually distribute the two extra pays in twelve monthly payments may continue doing so by detailing in the pay roll that the basic salary is increased with the proportional amount corresponding to the extra pays.

Article 42. Change of working hours. No maneuver or work shall be carried on, except those duties that due to force majeure for the safety of the ship, fall of tides or in Master's good sense and practice have to be exceptionally performed during meals hours, which shall be respected in any case. Works related with supplies, provisions or documents of the ship shall not be considered as exceptional.

Daily working hours may be divided into no more than two periods.

Working hours will be changed to the discretion of the Master after hearing the approval or opposition of the Delegates of the crew. In case the latter, the Master shall submit in writing its decision and its grounds to the Worker's Delegate or to the Works Committee, both in any case may appeal that decision to the Shipowner.

Article 43. Health and safety. Every seafarer during its embarking has a right to health and safety protection.

The seafarer is entitled to participate in the control and inspection of the mandatory measures adopted by the Shipowner to grant safety and health through its Delegate, who, in any case, shall be part of the Safety and Health Committee, as well as members of the Works Committee.

Both the Health and Safety Committee, if formally constituted on board, and workers representatives if not, shall request in writing the Shipowner or to the Master as its agent to take the necessary measures to prevent or avoid risk exposure, in case they appreciate this may lead to an occupational accident due to the not fulfilment of the regulations: they shall inform the competent authority in case the shipowner do not attend their request with a four days period. Cease of duties may be agreed by the crew in case of imminent risk of accident on board.

Such agreement shall be communicated immediately to the shipping company and the Labor Authority, which within twenty four hours shall avoid or ratify the suspension void agreed.

Shipping companies undertake to fulfill the Conventions ratified by Spain, with the International Labor Organization on Security, Coexistence and Hygiene at Sea; and also to grant that these regulations will be at the disposal of the crew and their representatives on board (ILO Convention or Recommendations num. 133), once published in the Official State Gazette.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

Article 44. Changes in departure time. Changes in scheduled departure time shall be posted on the ship's notice board for the crew information four hours prior to the ship's departure time.

However, effective time of work until the start of manoeuvres shall be considered from the delay of one hour in the scheduled time of departure, unless force majeure.

An estimated time of departure and the destination shall be posted on the ship's notice board at the time of the ship arrival.

Article 45. Anchoring. When the ship anchors in a harbor, bay or closed estuary, without any risk that forces the crew to remain on board, the company shall provide a shuttle boat service to go ashore, port weather conditions and customs permitting. Service timetable and frequency shall be set by the Master in accordance to circumstances and Workers or Work Committee representative, who shall accept this schedule.

Service schedule and frequency shall permit the maximum transfer of crew members.

Article 46. Means of transport. Ships mooring in distant areas from city center and improperly connected, without regular and frequent transport, shall provide seafarers with adequate means of transport, always provided the crew will accept the schedule time of services and frequencies.

Service schedule and frequency shall be adequate to permit the maximum transfer of crew members.

Article 47. Recreational facilities. The company shall provide their vessels with television viewing and a radio-cassette per camera, at no cost to the seafarer.

Video or cinema viewing shall be provided in case of international voyages.

In the sea sailing ship is film or video available.

Each ship shall receive an allocation of 1,350 pesetas per seafarer in 1982. The table with the shipboard working arrangements shall be of reference to establish seafarer's number, and professional books selected by an ad hoc appointed Commission shall be available at no cost to the seafarer.

The amount allocated shall be spent to purchase recreational games and books for the library.

It is recommended to consider new technologies at the time of the renewal of the equipments ensuring the inclusion of video systems.

Article 48. Clothing and laundry service.

1. Work clothes shall be provided by the company, complying with the Regulations of safety and health at work.

2. Means for washing bedding, towels and mess utensils shall be provided by the company, as well as the proper means to wash personal belongings of the crew (washer, dryer and irons).

Working clothes on board. All crew members shall have in good condition the following working clothes:

- a) Bridge officers and radio operators: shall be provided with an immersion suit, a rain suit, a helmet (flashlights and gloves) in sufficient quantities and as needed (upon delivery of used clothes).
- b) Engineer officers: shall be provided with two immersion suits, one helmet, special safety footwear, flashlights and gloves, as needed and in sufficient quantities (upon delivery of used clothes).

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

- c) Bosuns and sailors: shall be provided with three immersion suits or similar water suits, a rain suit, a helmet, special safety footwear, flashlights and gloves, in sufficient quantities, as needed (upon delivery of used clothes)
- d) Donkeymen, electricians and greasers: shall be provided with the same garments as deck staff, except water suits as they will wear the aforementioned commonly used garments for engineer department.
- e) Catering staff: Cooks shall be provided with two white jackets, two pants, three white shirts and six white aprons. Waiters shall be provided with two white jackets and two pants. Scullion, same as cooks.

All staff on board will have a card where clothing and effects received shall be recorded. Reusable garments (helmet, flashlight, raincoat etc.) will be delivered back on disembarking to the corresponding Chiefs of Department.

Garments condition shall be considered to establish the renewal criteria.

Shipboard Commission: Seafarers representative, Works committee member besides the Chief department shall determine the status of clothing.

Article 49. Cadets. All cadets, irrespective of their specialty and without considering any family help to which they are entitled, shall receive a bonus of 32,500 pesetas per month during the time of embarking throughout 1982.

Joint Committee.

A Joint Committee shall be appointed to interpret and monitor the implementation of this Agreement, which shall consist of twelve members, six of them chosen by and within one of each Commission set up under this Agreement, six chosen by ANAVE (Spanish Shipowner's Association), three by UGT Marina Mercante and three by Sindicato Libre de la Marina Mercante.

The parties shall submit any doubt, disagreement or dispute arising from the interpretation or application of this Agreement to this Commission which shall meet within 7 working days from the date of the request, and will solve what applicable within the shorter period of time.

The Joint Commission, as last resort, will submit the disputes to the arbitration procedure set up in the National Employment Agreement (NSA).

Studies Commission.

A Commission for Studies which shall consist of twelve members, six representatives of ANAVE, three of the Merchant Marine-UGT Union, and three of the Free Union of Merchant Marine (SLMM), shall be appointed to analysis and study of the following topics:

- Special Social Security Scheme for Sea Workers
- Labour exchange.
- Wage complements.
- Engineer Work.
- Any other that the parties to the Agreement understand to be of interest.

Once an agreement on those topics is reached, it will be incorporated as an additional clause to this Agreement.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

Additional Provisions

1st: Retirement

In case a seafarer asks for its early retirement, ANAVE, Merchant Marine-UGT Union, and the Free Union of Merchant Marine (SLMM) agree to apply regulation laid down in the Royal Decree-Law 14/1981 about early retirement of crews, where they ask for it.

2nd: Health and Safety Commission.

On the grounds the unification of regulations and services about Safety and Hygiene at work on board ships, and looking for effective cooperation between crews, the companies, under the supervision of the Master, and as continuation of the works carried out on this issue, shall appoint a shipboard Safety and Hygiene at work Commission with the powers and competencies conferred by national regulations in force, in order to obtain higher involvement of crew members, and better compliance with regulations.

1. The Safety Commission, under the presidency and supervision of the Master, shall consist of:

- Chief engineer
- Bridge and engineer officers
- A graduate and non-graduate
- Crew representative
- One member of the Company or Fleet representatives (Comité de Empresa o de Flota)

A firemen, an electrician, a mechanics or the cook could eventually be part of the Commission if its members due to the nature of the matter, understands its participation to be necessary.

2. Aims:

- a) Bringing together the entire crew efforts, so that the ship can be considered a safe work place.
- b) Avoiding occupational accidents
- c) Improving the safety conditions.
- d) Recommending changes and receiving suggestions for enhancing safety both for the crew and the ship
- e) Encouraging companies to put at the Health and Safety Commission disposal, regulations and circulars about this matter.

3. Functions

- a) Ensuring compliance with safety regulations aboard.
- b) Promoting compliance with measures adopted for the prevention of accidents.
- c) Submitting to the company suggestions, proposals and recommendations for the adoption of safety measures on board.
- d) Checking the correct operation of the equipment for the prevention and control of fires and accidents.
- e) Analysing accidents on board, making the necessary recommendations to prevent recurrence.
- f) Monitoring the implementation of mandatory safety drills. Exercises and practical training on board (abandon of ship, fire, emergency etc.) shall be made periodically.
- g) Suggesting the reward of meritable staff, as well as sanctions for those who violate safety rules and instructions.
- h) Suggesting the company to purchase for the ship's library, publications about safety on board.
- i) Co-operating with the company for the arrangement of Safety courses.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

In order to encourage all crew members to acquire knowledge about Safety and Hygienic on board ships, any suggestions from seafarers about this matter shall be recorded in triplicate, and a copy submitted to the Commission, to the applicant and to the company management together with a Commission report, respectively.

The Master, as President of the Commission, shall convene and chair all meetings and take appropriate measures to ensure the attendance of its members. It shall be necessary to take a minute at the end of each meeting about the matters discussed, measures taken and the suggestions or recommendations to be submitted to the Company Management.

3rd Union's activity

Standard 1. Seafarers elected as workers representatives shall perform their union duties freely during the time for which they were elected, relieve from its work.

Union duties include the following functions:

1. Freely expressing their opinions on matters concerning union representation.
2. Meeting the crew to discuss issues about trade union activity.
3. Promoting actions required for the defense of seafarers' rights or for their interest.
4. Being protected from any act of usurpation, abuse or interference affecting the free exercise of their duties.
5. Interrupting their work on board if their union duties demand a direct and urgent intervention to solve any matters affecting the interests of the crew, previously giving notice to the Master through their Chief of Department.

Standard 2. The seafarers' representative or the Work Committee member shall be entitled to a monthly 48 hours compensated period of time to perform their union duties in the following situations:

1. Attendance to Conferences, Conventions, Boards, Assemblies, as appropriate, and in general, to any kind of meetings convened by their union.
2. Participation in seminars, courses or training activities promoted by the union or expressly or personally called for.
3. Management actions to be carried out on behalf of their union or by reason of their specific duties.

They are entitled to spend as many as ordinary hours of work needed to perform their duties.

Seafarers' representative or Work Committee member shall previously give notice to the Master when spending forty hours period of time or as many as ordinary hours of work to perform their union duties.

Union representatives grant no delay of the ship due to their attendance to courses.

Standard 3. Rights and duties of Seafarers' representative or Work Committee members:

1. Looking after the strict compliance with the mandatory or agreed labour regulations, especially those relating to ordinary working day, holidays and overtime.
2. Being part of the Commissions about Catering on board and Safety and Hygiene.
3. Not being transferred against their will throughout the exercise of their union post.
4. In case, once finished his vacations, were not possible for the company to re-embark the representative to the ship where he was elected, and provided that situation lasts during more than fifteen days, exceptionally will be entitled to embark the representative on a different ship for a limited period of time always

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

with the compromise of re-embarking him, in the first possible occasion to its previous ship.

5. Convening the shipboard assembly by its own initiative or by request of one third of the crew.
6. Being informed by the Captain of all sanctions imposed for serious faults.
7. Using all on-board print and communication services and offices for the performance of their trade union duties, with the previous approval of Captain, if necessary, who shall grant it if provided that it is not against the normal development of the services and needs of the ship, and always giving preference to official services.
Communications affecting both parties shall be paid by the company. Those exclusively related with trade union matters, shall be paid by the crew.
8. Crew representatives or Works Committee members duties carried out outside the workplace and related with the defense of the interests of seafarers on board the ship vis-à-vis the company or by previous invitation of the labour authority, shall be considered as a Commission for Service situation, therefore receiving all the wage complements as if normal duties on board had been performed.
9. Being excepted from transshipments.

Standard 4. Crew members are entitled to meet in assembly, by giving previous notice the Master.

The assembly shall not hinder watch keeping or working shifts, and always will safeguard safety of the ship and its crew.

Crew representatives or Works Committee members shall be responsible for its normal development.

Standard 5. While the ship is at berth in port, or by using transfer services when the ship is at anchor, trade union representatives, once duly accredited before the Captain or Officer, will be allowed to embark in order to comply with its duties, always provided this does not hinder watch keeping or working shifts.

Visitors shall comply with safety regulations implemented on board and the company shall not be responsible of accidents that may happen during their visits or navigation.

Standard 6. Leave for exercising trade union duties shall be granted to all seafarers appointed as a representative by any legally established trade union.

The leave shall be granted regardless the seafarers seniority, as long as the union duties last.

The worker's file will be maintained in the post he previously occupied and time on this leave shall be computed for seafarers' seniority calculation.

The reinstatement shall be requested by the seafarer within one month from the date of conclusion of his trade union duties.

Standard 7. The Works Committee (Comité de Empresa) is the representative and collegiate body of Fleet's company seafarers.

It shall be established in those companies, regardless their ships number, which number of workers exceeds of fifty.

Standard 8. The Works Committee shall have the following functions:

1. Negotiating and monitoring company's compliance with the IV General Agreement of the Merchant Marine.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE

Official State Gazette of 24th June 1982, number 150/1982 [page 17397]

(Translation to English by Spanish Shipowners' Association – ANAVE)

- a) Every six months, on the overall progress of the economic sector to which the company belongs, the development of business and production and sales balance of the company, its production schedule and forecast about employment evolution.
 - b) Knowing and having available the balance sheet, the profit and loss account, the financial statements, and in the event the company is set up as a public or private limited company, all documents submitted to the Board of Directors.
 - c) Prior to its execution by the Company on a personnel restructuring, sale and laid-up or re-flagging of vessels, and training programmes of the company.
 - d) Depending on the area to deal with:
 - 1) The implementation or revision of work organization systems and its possible consequences.
 - 2) The merger, takeover or modification of the legal status of the company, when it comes to a change in personnel volume.
 - 3) The employer shall make available to the Works Committee the standard contracts of employment commonly used on board, being the Committee entitled to request them to the Company or to the competent Labour Authority.
 - 4) Regarding statistics on absenteeism and its causes, occupational accidents and diseases and their consequences, accident rates, registers and dismissals flow and promotion.
3. Monitoring the following matters:
- a) Compliance with applicable regulations in force on labour and social security, as well as the respect to agreements, conditions or custom of the Company, starting, when necessary, legal action against the Company before the competent bodies or courts.
 - b) Quality and effectiveness of training at the Professional Training Centers.
4. Participating, according to regulations, in Company's social programmes for the benefit of the workers or their relatives.
5. Cooperating with Company managers to comply with any measures agreed by both parties to achieve the maintenance and increase of Company's production.
6. Respecting the professional secrecy in relation to paragraphs a) and (c) of the paragraph 1 of this Standard, and especially to those areas considered by the company directors as confidential, even when their participation in the Work Committee would have ended. Professional secrecy shall be also respected by Work Committee advisors.
7. Any others allocated by this Agreement.
8. Any Work Committee member shall be entitled to convene an Assembly on board any Company ship.

To carry out these functions, the Work Committee shall meet with the Board of Directors at least once every four months. Prior to each meeting, the Company shall submit information about the agenda. The Work Committee could be advised by experts freely appointed in order to the best performance of its duties.

In companies where this Committee cannot be set up, the workers representatives shall carry out the functions and competences assigned to the Work Committee.

4th Wage increase:

In accordance with the provision laid down in article 26.5 of the Workers Statute (RDL 1980/607), wage increase established in article 26 of this Agreement shall be calculated as a percentage on the wages of each company.

IV GENERAL COLLECTIVE LABOUR AGREEMENT FOR THE MERCHANT MARINE
Official State Gazette of 24th June 1982, number 150/1982 [page 17397]
(Translation to English by Spanish Shipowners' Association – ANAVE)

5th Working days:

Article 16 of this Agreement, related to working day, complies with the provisions of the Royal Decree of September 16th, year 1976 (RCL 1976/1858 and NDL 19,412 note article 136) about working day regime and rest of seafarers, as set out by the 4th Final Provision of the Workers Statute.

Final Provision. Application of the Bylaw.

All provisions set out by this Agreement shall continue to apply to the existing working conditions in every company and, for those conditions not established herein, referring to the Labour Bylaw of the Merchant Marine (RCL 1969/1259 and 19412 NDL) and labour regulations in force.