

COLLECTIVE BARGAINING AGREEMENT

FOR

POLISH SEAFARERS

BETWEEN

NORWEGIAN SHIPOWNERS' ASSOCIATION

AND

POLISH SEAFARERS' UNION

NATIONAL MARITIME SECTION NSZZ SOLIDARNOSC

NORWEGIAN MARITIME OFFICERS ASSOCIATION

NORWEGIAN UNION OF MARINE ENGINEERS

NORWEGIAN SEAFARERS' UNION

COLLECTIVE BARGAINING AGREEMENT FOR POLISH SEAFARERS SERVING ON NIS VESSELS

The 28th and 29th November 2022 a meeting took place in Warsaw, Poland concerning the renegotiations of the agreements for Polish seafarers serving on NIS registered vessels:

The following organisations were present at the meeting:

NSA represented by: Pål Tangen, Erik Mohn, Liv Minde
and

Hege Ajer Petterson

PSU represented by: Henryk Piatkowski and Kamil
Butler

NMS NSZZ Solidarność represented by: Andrzej Kosciak and Magdalena
Karp

NMOA represented by: Bernhard Lie-Nielsen

NUME represented by: Håkon Eidset

NSU represented by: Kurt Inge Angell and Line
Heimstad

It was agreed and accepted between the above Unions and the Norwegian Shipowners' Association (hereafter referred to as NSA) to renew the collective bargaining agreement.

The terms and conditions in this collective bargaining agreement will be applicable to Polish seafarers who are members of PSU or NMS NSZZ Solidarność serving on board vessel which are registered in NIS and enlisted with the NSA. Any deviation from this agreement shall require the explicit acceptance of NSA and the Unions involved to become effective.

This agreement shall be binding with regard to Polish seafarers serving on board a vessel where these terms have been applied until notice of termination has been given or the agreed terms of service of the crew hired on these terms have expired. Which of these alternatives to be used and in case the time of notice, shall be agreed upon in each instance.

The Company has the option to apply the CBA also for Polish seafarers who are not members of PSU or NMS NSZZ Solidarność provided that all articles including Union fee are accepted by the seafarers upon signing on.

A copy of the CBA shall be available to the seafarer on board the vessel. In addition, a copy of the Norwegian Ship Labour Act shall be available.


The parties to this agreement are aiming to have a clear understanding of each other's rights and obligations in order to develop and maintain a smooth relationship between the

NSA and the Unions. In order to achieve this and in the interest of all concerned the following conditions are drawn up and agreed upon between the NSA and the Unions.

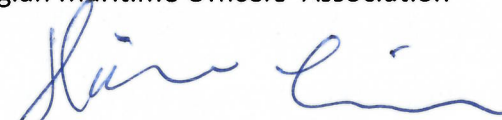
Warsaw, 29th November 2022


Norwegian Shipowners' Association


Polish Seafarers' Union


National Maritime Section NSZZ Solidarność


Norwegian Maritime Officers' Association


Norwegian Union of Marine Engineers


Norwegian Seafarers' Union

ARTICLE 2 WAGES	5
ARTICLE 3 BOARD AND LODGING	6
ARTICLE 4 DURATION OF SERVICE	6
ARTICLE 5 TERMINATION OF SERVICE IN EXCEPTIONAL CIRCUMSTANCES.....	6
ARTICLE 6 A WORKING HOURS	7
ARTICLE 6 B CARGO HANDLING.....	8
ARTICLE 7 LEAVE AND HOLIDAYS	8
ARTICLE 8 COMPENSATION FOR PERSONAL EFFECTS	9
ARTICLE 9 SICKNESS AND INJURY	9
ARTICLE 10 A COMPENSATION FOR DEATH AND DISABILITY	10
ARTICLE 10 B SOCIAL SECURITY BONUS.....	10
ARTICLE 11 WAR RISK BONUS	10
ARTICLE 11A PIRACY RISK BONUS	11
ARTICLE 12 TRANSFER OF SEAFARERS	11
ARTICLE 13 JURISDICTION.....	11
ARTICLE 14 REGULATION CONCERNING THE APPLICATION OF SPECIAL PROVISIONS IN THE NORWEGIAN INTERNATIONAL SHIP REGISTER ACT	12
ARTICLE 15 STRIKES, LOCKOUTS AND SIMILAR REACTION.....	12
ARTICLE 16 MATERNITY	12
ARTICLE 17 EQUALITY.....	12
ARTICLE 19 DEDUCTION OF WELFARE AND LEGAL ASSISTANCE LEVY	13
ARTICLE 20 JOINT ADMINISTRATION (NIS).....	13
ARTICLE 21 DURATION OF THE COLLECTIVE BARGAINING AGREEMENT	15
APPENDIX A	17
<i>Notes to the Wage Scale for Polish Seafarers on NIS vessels.....</i>	17
APPENDIX B	18
<i>Public Holidays.....</i>	18
APPENDIX C	19
<i>Agreement About Compensation in case of disability or death caused by War or Piracy Attack.....</i>	19
APPENDIX D	21
EXTRACT FROM THE NORWEGIAN SHIP LABOUR ACT	21
SECTION 5-15 PORT OF DEPARTURE UPON TERMINATION OF EMPLOYMENT.....	22
SECTION 5-16 REFERENCES.....	22
APPENDIX E	23
<i>Grievance Procedure.....</i>	23
APPENDIX F	25
<i>Permanent rotation system.....</i>	25
ON BOARD COMPLAINT PROCEDURE	27
APPENDIX 1.....	29
EXAMPLE OF FORM FOR CONSULTATIONS PRIOR TO DISMISSAL WITH NOTICE *	29
APPENDIX 2.....	31
<i>Notice of Dismissal</i>	31

Article 1

Engagement, Mustering and Repatriation Expenses

The seafarer will sign an agreement for a fixed period that he shall be serving on board vessels covered by this agreement. Prior to signing such agreement, the seafarer shall be interviewed and medically examined for fitness on the Company's account. Under no circumstance pregnancy testing shall be part of the pre-employment medical examination of seafarers, ref. ILO Convention 183.

Engagement, mustering and travelling expenses from place of domicile in Poland to the place of embarkation shall be paid by the Company. The seafarer shall be reimbursed for authenticated outlays for medical certificate, passport and visa.

After completion of service in accordance with the contract of hiring, the Company shall pay repatriation expenses from the ship to the seafarers' place of residence in Poland. If the seafarer, however, requests an early termination of the contract, the repatriation costs shall be paid by the seafarer.

The Company may, however, consider special request of early termination of the contract of employment based on compassionate grounds, such as in cases of the death or serious illness of spouse, children or parents. The repatriation costs will be to the seafarer's account, but the Company will on request from the Union share or cover such expenses.

Travelling expenses on the Company's account, shall not include the seafarer's baggage in excess of the normal allowed weight by the air carrier. Excess baggage shall be at the seafarer's expense.

Article 2

Wages

The seafarer's wages are set out in the attached Wage Scale. The wages are stipulated in USD.

Officers are entitled to seniority bonus after 12, 24, 36 and 60 months of service on board, as stipulated in the Wage Scale.

Wages accrues from the day the seafarer commences service on board. If he has to travel from Poland in order to take up service on board, basic wages accrues from the day of departure from Poland to the day the seafarer commences service on board the ship. Wages accrues up to and including the day after the seafarer signs off the ship.

Each month he is on board, the seafarer is entitled to payment of 100 % of his/her basic and overtime wages remaining after approved deductions have been made. The monthly payment shall be transferred to the seafarers bank account. In special circumstances a seafarer may request a part of the wages, up to USD 100,- paid in cash.

Any seafarer, if he so desires, shall at monthly intervals be allowed an allotment note, payable at monthly intervals, up to 100 per cent of his/her Total Guarantee Wages (see Wage Scale), after allowing for any statutory deductions. However, the seafarer is entitled to his/her accumulated leave pay when signing off/completion of service on board.

Neither the Company nor their representatives in Poland will be responsible for the retention of personal income tax demanded by Polish law.

Article 3 Board and Lodging

The seafarer is entitled to free board and lodging during service on board. If board and lodging is not provided on board, the Company shall defray the cost of satisfactory board and lodging ashore taking into consideration ILO conventions that are in force and implemented in Norwegian legislation and ratified by Norway.

Article 4 Duration of Service

The seafarer signs on for a period of 6 months or for a shorter or longer period if agreed in the employment contract.

The first period of service, maximum 3 months, are to be considered a probationary period which gives the Company or its representative i.e. the Master of the vessel and the seafarer a mutual right to terminate the contract by giving 14 days of written notice. If the notice is given by the seafarer, he will pay the travel costs himself/herself. If the notice is given by the Company, the repatriation cost shall be to the Company's account.

For seafarers who are no longer on a probationary contract, the Company may terminate the contract by valid reasons, ref. Article 5 below.

Remark

Engagement mustering and travel periods shall be summed up at the end of each year and shall be specified in a document issued by the Company on Seafarer's request. Information mentioned in such document shall include: Seafarer's name and address, Identity number (PESEL) or ID Number, Number of days spent at work with specified periods of employment (that includes traveling to/from vessel, sick leave, training provided by the Company and trainings required by IMO conventions, maternity leave), full name and address of the employer, VAT number and its legal entity.

Article 5 Termination of Service in Exceptional Circumstances

a) In the event of sale, laying-up, or lengthy stay in a repair yard, the Company may terminate the service. The seafarer is then entitled to pay up to and including the day of signing-off plus two (2) month's basic wages and repatriation to the seafarers' place of residence in Poland on the Company's account.

In case of ship loss the seafarer is entitled to pay up to and including the day of signing-off plus two (2) month's basic wages and repatriation to the seafarers place of residence in Poland on the Company's account. He/she shall be entitled to an additional compensation for up to one (1) month's basic wage provided he is unemployed.

- b) The seafarer is entitled to terminate the service contract immediately if the vessel is declared unseaworthy in accordance with Chapter 1, Rule 19, of the Convention on the Safety of Life at Sea (the SOLAS Convention). The vessel shall also be deemed to be unseaworthy if it lacks one or more of the certificates prescribed in Chapter 1, Rules 12 and 13 of the SOLAS Convention. The seafarer is then entitled to basic wage up to and including the day of signing off, plus one month's basic wage and repatriation to the seafarers' place of residence in Poland on the Company's account.
- c) The Company may terminate the employment contract on valid reason in accordance with Norwegian Ship Labour Act section 5-6 (1) prior to the agreed period of duration, ref. Article 4, provided the seafarer is paid two (2) month's basic wages and repatriation expenses to the seafarers' place of residence in Poland. The Company may always terminate the contract of employment if the seafarer becomes ill or injured and has to sign off the vessel.
- d) A seafarer who has served the agreed contract period, ref. Article 4 will not be entitled to termination pay of two (2) month's basic wages as mentioned in point a) to c) above. Seafarers with less than one month left of the employment contract, are entitled to payment of a proportional amount of the basic wage for the remaining contract period.

A seafarer who is offered to continue in service on another vessel within one month, ref. Article 12, is not entitled to termination pay of one (1) month's basic wages in case of sale, laying up, lengthy stay in a repair yard, see point a) above, or in case of termination due to valid reason, see point c) above.
- e) The Company or its representative may dismiss any seafarer immediately if the employee concerned is guilty of a gross breach of duty or other serious breach of the contract of employment, e.g. who is incompetent for service, neglects to meet on board at appropriate time, commits himself/herself to disobedience, violent behaviour, abuse of narcotics and alcohol etc., ref. the Norwegian Ship Labour Act section 5-14. The repatriation cost will be for the seafarer's account and he may be held responsible for expenses and damages caused by such breaches of rules and regulations.
- f) Termination of service in accordance with one of the alternatives listed in a to e above, shall in all circumstances be given to the seafarer in writing.

Article 6 A Working Hours

The normal working hours are 8 hours per day Monday to Friday inclusive. Working hours between 40 hours per week and 44 hours per week are compensated with extra leave according to the regulations in Article 7. For those who attend sea watch, their working hours shall be 8 staggered hours per day, under the direction of the Master or his/her representative.

It is understood that overtime work will be performed at the direction of the Master or the Master's representative.

Watch-keeping officers on 2-watch vessels participating in such watch system are paid an extra compensation for sea-watches as stipulated in Appendix A.

It may be necessary for the deck ratings to assist in the engine room and vice versa in certain circumstances. Compensation for such alternating service is included in the Wage Scale, see Appendix A.

The seafarers will be paid monthly wages for service on board which include a guaranteed or fixed overtime compensation as stipulated in the Wage Scale.

For ratings, hourly overtime for service rendered in excess of the guaranteed eighty-five (85) hours overtime shall be paid according to the rates in the Wage Scale.

The compensation for UMS (unmanned machinery space) - watches for marine engineers and standby watches for all crew members are included in the basic wages.

The provision in the Norwegian Ship Labour Act section 9-4 in regarding compensation for standby watches in port, is covered by the basic wage.

The officer/seafarer is entitled to 10 hours of rest during any period of 24 hours and 77 hours of rest during any period of 7 days (168 hours). The rest hours can be divided into 2 periods with one period of at least 6 hours and with no more than 14 hours between any rest hour period.

Exemption from these rules are allowed in situations of distress, emergency, boatdrill and other overriding operational conditions.

The Norwegian Ship Safety and Security Act of 16 February 2007 article 24, regarding rest hours is in force from 1 January 2012 and applicable for all vessels covered by this agreement.

The existence of potential danger shall be determined solely by the Master. In connection therewith the seafarers shall perform the necessary work without overtime pay for purpose of maintaining the vessel's safety, that of the seafarers and the passengers as well as cargo on board, or saving lives or safety of other vessels in distress or in all other cases of emergency, or fire and boatdrills.

Article 6 B Cargo Handling

The parties will during the first year of this contract continue discussions and seek to finalise a satisfactory solution to the question.

Article 7 Leave and Holidays

Leave

The seafarer shall be entitled to ten - 10 - days leave, extra leave included, with pay per month and pro rata. Leave pay is stipulated in the Wage Scale. Subsistence allowance is included in the Wage Scale with USD 13 per day leave.

Holidays

Public holidays to count as in Poland, ref. Appendix B.

On public holidays the seafarer must perform such duties which are necessary for the safety or navigation of the ship and related work that cannot be postponed, included work

in connection with the dispatch and clearance of the ship on arrival and departure, cargo handling excepted.

Compensation for such work on public holidays is included in the overtime compensation.

Article 8 Compensation for Personal Effects

In the event of accident, fire or other mishap affecting the ship and whereby the seafarer's personal effects are damaged or lost, the Company shall pay up to USD 3 300. The seafarer shall submit a signed statement specifying the items lost.

Article 9 Sickness and Injury

During the period of employment and at the time of signing off, the seafarer shall be liable to medical examination when requested by the Company or its representative at Company's account.

While serving on board a sick or injured seafarer is entitled to treatment at the Company's account. If the seafarer is sick or injured at the termination of the service period, he also has the same entitlement for up to 130 days after termination. If the seafarer is member of a benefit scheme that covers expenses of his/her treatment after signing off, the Company's treatment obligation ceases to the extent that the treatment is covered by the benefits.

In the event of sickness or injury necessitating signing off, the seafarer is entitled to free travelling to the seafarers place of residence in Poland on the Company's account.

The seafarer is entitled to sick pay (pay according to basic wage) for up to 130 days after signing off. The sick pay will be in addition to the compensation mentioned in Article 7, but not in addition to compensation mentioned in Article 5 c).

The Company is not responsible for conservative dental treatment. ref Norwegian Ship Labour Act section 8-1 (1).

It is understood that a seafarer who is signed-off by reason of sickness or injury must return to Poland within the usual period of travel from the date and place of disembarkation indicated in homeward bound ticket. On arrival in Poland, he shall report to the Company's designated physician within three (3) working days from the time of arrival for post employment medical examination, otherwise, the employer's liability shall be deemed terminated. In case, however, of failure to report due to the seafarers physical incapacity, a written notice to the Company within three (3) working days from arrival is deemed as compliance provided the incapacity is certified by the Master or an authorised physician.

See the link to the approved seafarer's doctors:

<https://www.sjofartsdir.no/en/shipping/seafarers/approved-seafarers-doctors/>

The Company shall notify the seafarer when signing the employment contract of the name of the Company's designated physician.

Article 10 A

Compensation for Death and Disability

a) Compensation for Death

In the event of death of a seafarer while serving on board or while travelling to or from the vessel, the Company will pay to his/her beneficiaries a compensation, including possible compensation from public social security, of USD 100 000.

It is agreed that the beneficiaries to be compensated are the following next of kin: the seafarer's spouse, children or parents in this preferential order. The names and addresses of the beneficiaries shall be declared at the time of hiring.

The Company shall pay compensation for death to the nominated beneficiary. If the Seafarer leave no nominated beneficiary, or the local law contradicts the appointed beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer.

The Company shall pay an additional compensation to each of the seafarer's children under the age of 21 years of USD 20 000, maximum 4 children and USD 80 000.

The Company shall transport at its own expense the body to Seafarers home where practical and at the families' request. In addition, the company shall if requested pay the cost of burial expenses not exceeding USD 5,000.

b) Occupational disability compensation

If the seafarer due to no fault of his/her own meets with an accident or occupational injury/occupational disease while serving on board or while travelling to or from the vessel and as a result his/her ability to work is reduced, the Company will pay him/her disability compensation at a percentage as prescribed by the doctor (authorised by the Company or the Norwegian authorities) and based on the Norwegian National Insurance Scheme's compensation scale. This compensation, however, should not exceed USD 160 000 for officers and USD 115 000 for ratings and cadets.

c) Coverage

The Company shall take out the necessary insurance to cover the abovementioned benefits. Coverage arranged by a P&I Club recognised by the Norwegian authorities will meet these requirements.

Article 11

War Risk Bonus

War risk bonus will accrue and expire from the same dates as for similar agreements for seafarers concluded between NSA and the Norwegian Maritime Unions.

The war risk bonus will be based on basic wages with the same percentage as agreed between NSA and the Norwegian Maritime Unions.

A special agreement concerning war indemnity is attached as Appendix C. Seafarers who are entitled to compensation in accordance with the rules in Appendix C have no

entitlement in accordance with article 10 (compensation for death and disability) in this CBA.

During the assignment the seafarer shall be given full information of the war zone's inclusion in the ships trading pattern and shall have the right not to proceed to a warlike operations area.

Article 11A Piracy Risk Bonus

Piracy risk bonus will accrue and expire from the same dates as for similar agreements for seafarers concluded between NSA and the Norwegian Maritime Unions.

The piracy risk bonus will be based on basic wages with the same percentage as agreed between NSA and the Norwegian Maritime Unions.

A special agreement concerning indemnity caused by piracy attack is attached as Appendix C. Seafarers who are entitled to compensation in accordance with the rules in Appendix C have no entitlement in accordance with article 10 (compensation for death and disability) in this CBA.

Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement and this CBA, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The terms piracy and armed robbery against ships shall have the same meaning as in MLC Standard A2.1, paragraph 7, a and b.

Article 12 Transfer of Seafarers

The Company shall have the option at their discretion of transferring seafarers from one vessel to another vessel, provided, however, that the seafarers who are transferred to another vessel shall not suffer demotion in rank or in pay and that there will neither be any interruption of time for calculation of leave benefits nor increase in length of service.

Article 13 Jurisdiction

This agreement is subject to Norwegian law and the jurisdiction of the courts in Norway.

The contracts of engagement between the Company and the seafarers shall have provisions which indicate that the contracts of employment are subject to Norwegian law and jurisdiction of Norwegian Courts. Legal action against the Company concerning an employee's service on board the vessel, may, however, be brought either in the courts of Norway or in the courts of the country where the employee is domiciled.

Article 14
Regulation Concerning the Application of Special Provisions
in the Norwegian International Ship Register Act

The parties have agreed to make exceptions from the Norwegian Ship Safety and Security Act concerning hours of work on board ships and the Norwegian Ship Labour Act, ref. the Norwegian International Ship Register Act Sections 7 and 8.

The hours of work shall be as stipulated in Article 6 of this agreement.

The following provisions in the Norwegian Ship Labour Act Section 3-1(4), Section 3-3 to and including 3-8, Section 4-2(3), Section 4-6(1a), Section 5-2(1), (second sentence) and (2) Section 5-3(2) and (3a)-(3d), Section 5-4, Section 5-6(2), Section 5A-2*, Section 5-7, Section 5-9, Section 5-10, Section 5-12, Section 6-1 to and including 6-3, Section 7-2, Section 7-3, Section 7-5 to and including 7-12, Section 8-4 and Section 11-2 are excluded by the provisions mentioned above, and shall not be applicable to the contract of engagement which are established with reference to this agreement.

*Limited to a Transfer of the whole undertaking

Article 15
Strikes, Lockouts and Similar Reaction

The seafarers and Companies who are covered by this agreement shall refrain from strikes, lockouts and similar action at sea and in ports with the exemption of ports in Norway.

Article 16
Maternity

In the event that a crew member become pregnant during the period of employment:

- a) the seafarer shall advise the master as soon as the pregnancy is confirmed;
- b) the Company will repatriate the seafarer as soon as reasonably possible but in no case later than the 26th week of pregnancy and where the nature of the vessel's operations could in the circumstance be hazardous - at the first port of call;
- c) from the date of repatriation, she shall be entitled to basic wage to be paid for 100 days. In addition, the seafarer shall be entitled the difference between basic wage and contractual pay for the agreed contract period. If she is entitled to sick pay from a social security scheme, this amount shall be deducted from the wage payment. seafarers that have been signed off due to pregnancy and who wish to return after the maternity leave, shall be given preference in rehiring, subject to the availability of suitable positions.

Article 17
Equality

Each seafarer shall be entitled to work, train and live in the environment free from harassment and bullying whether sexually, racially or otherwise motivated. The Company will regard breaches of this undertaking as serious act of misconduct on the part of seafarers.

Article 18

General Data Protections Regulation (EU) 2016/679

The Unions undertake to safeguard and protect all crew personal data it receives relating to crew employment and safety and that it will comply with the provisions of the General Data Protections Regulation (EU) 2016/679 in relation to any personal data of the Company's employees submitted to the NMU. The Unions will take all appropriate technical and organisational measures necessary against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to such personal data and will use such crew personal data only for explicit and legitimate purposes.

Article 19

Deduction of welfare and legal assistance levy

The Company shall each month deduct from the wages of all seafarers in positions covered by this collective bargaining agreement one (1) per cent of total wages as welfare and legal assistance levy. (Contribution to social security is not included in the union due/tariff fee deduction).

The Company shall on a quarterly basis pay the levy deducted together with a statement with names and ranks of each seafarer deducted, total amount of deductions, and the name of the vessel.

The Company shall submit payment of Union dues to:

For USD Payments:

BANK PEKAO S.A.
 No.: 10 1240 5354 1787 0010 8790 7129
 SWIFT Code: PKOPPLPW
 IBAN: PL 10 1240 5354 1787 0010 8790 7129 6829

The levy collected on the abovementioned accounts will be shared between the National Maritime Section "Solidarnosc" and Polish Seafarers' Union according to the MoU dated 12th March 2019, concluded between both mentioned therein trade unions.

Article 20

Joint Administration (NIS)

The Company shall each month contribute USD 38 per Polish Officer/Rating to the Joint Administration, as agreed between the NMU and NSA. This contribution replaces Union Due/Tariff Fee to the (NSU), Education and Development Fund (NMOA/NUME) and Administration fee (NSA).

The Company shall submit actual crew list to the Joint Administration. The crew list will be basis for the invoice of the above said contribution to the Joint Administration.

The contribution shall be paid in advance every sixth months, normally the 1 January and 1 July each calendar year, together with actual crew list. Without such crew list, the contribution will be estimated.

For part of a calendar month, the contribution will be proportional.

Payment will be refund for prepaid periods when a vessel is no longer covered by a NIS CBA.

The Joint Administration (NIS) has:

Address: P.O.Box. 2000 Vika, N-0125 Oslo, Norway

Telephone: +47 22 00 55 00

Fax: +47 22 00 55 05

E-mail: accountingNIS@nsof.no or eora@sjomannsunion.no

Bank account details:

Sparebank 1 Østlandet, Postboks 203, 2302 Hamar

Account: 9001 11 46383

Iban: NO90 9001 1146 383

SWIFT: SHEDNO22

Article 21
Duration of the Collective Bargaining Agreement

This agreement shall be effective from 1 January 2023 until December 2024 and further if a request for termination not is given neither by the NSA nor by PSU, Solidarnosc and the Norwegian Maritime Unions with 3 months' written notice. A notice given by the unions, PSU, Solidarnosc and the Norwegian Maritime Unions, should be agreed upon and signed by all parties.

29 November 2022

Norwegian Shipowners' Association

Polish Seafarers' Union

National Maritime Section NSZZ Solidarnosc

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

Addendums to the protocol between NSA and NMOA/NUME dated 18. August 1994

Education and Development Fund – Contribution to the Norwegian Officers Unions (NMOA/NUME)

One third of the Education and Development Fund to be used by the NSA and the NMOA/NUME (FENSO) to common projects.

One third to be considered used by the PSU and the NMOA/NUME (FENSO) to common projects, mainly English courses for Polish seafarers.

Appendix A***Notes to the Wage Scale for Polish Seafarers on NIS vessels***

1. Seniority Bonus is given according to the following rules:
 - Service in the same position on NIS-ships when employed by the same Company
 - Service in the same position on ships under other flags when employed by the same Company
 - Seniority bonus shall be based on the current position of the officer. Number of months are defined as number of months on board the vessel. Service before 1 July 1992 to count with maximum 12 months. For seafarers on terminable contracts both sea service and leave will count.
2. Watch-keeping officers on 2-watch vessels participating in such watch system are paid an extra compensation for sea-watches of USD 375 per month
3. Tanker Bonus applicable on Tankers, Chemical Tankers, Gas Tankers and OBO carriers when carrying oil.
4. Alternating / Company Bonus
Compensation for alternating service carried out during the normal working hours is compensated with USD 40 per month.
5. Social Security Bonus to be USD 150 per month and proportionally

Appendix B***Public Holidays***

New Years' Day
6 January
1 and 2 Day of Easter
1 May
3 May - National Day
Corpus Christi in June
15 August
1 November All Hallows Day
11 November - Independence day
25 December
26 December

Appendix C

Agreement About Compensation in case of disability or death caused by War or Piracy Attack

The parties agreed to revise the agreement regarding compensation in case of disability or death that befalls a seafarer when in service on a ship as a direct consequence of a war or piracy attack, See the chapter 15 of the Nordic Marine Insurance plan 2013, version 2019 The Norwegian Shipowners' Mutual War Risks Insurance Association section 2.1 and 9.

The agreement shall cover disability or death as a direct consequence of a ship transiting an area where the parties have agreed that there exists a risk for war or piracy attack and have established an agreement describing this area.

Article 1

The following conditions will apply regarding compensation in case of disability or death directly caused by war or piracy attack:

In case of injury that makes the seafarer permanently unfit for further service as a seafarer, he/she receives a compensation of USD 200 000 for officers and 175 000 for ratings and cadets.

If the seafarer dies, the surviving dependants (spouse, children or parents in this preferential order) will receive USD 200 000.

If the seafarer is permanently unfit for further service as a seafarer (see point 1 above), and has children under the age of 21 years that are supported by him/her, or he/she dies (point 2 above) leaves behind children under the age of 21 years, each child will receive a compensation of USD 45 000

Article 2

The above-mentioned compensation amounts, will be given in addition to the compensations and pensions from collective life insurance, insurance contribution or other collective or individual pension- and insurance arrangements that might exist and that cover death and injury caused by war or piracy attack. However, seafarers who are entitled to the compensation mentioned in article 1 above, are not entitled to additional compensation as provided in case of death and disability listed in the NIS and MOD agreements concluded between the Norwegian Shipowners' Association and the Norwegian Maritime Unions and/or other national unions, e.g. the NIS agreements article 10.

Article 3

This Agreement is subject to Norwegian laws and Norwegian courts of justice.

Article 4

This Agreement is effective from the 15 February 2019 and will replace the protocol dated 13 November 2009 signed between the Norwegian Shipowners' Association and the Norwegian Maritime Unions.

This Agreement applies until further notice and can be terminated by 3 (three) months mutual notice.

Oslo 12 February 2019

Norwegian Shipowners' Association

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

Appendix D**Extract from the Norwegian Ship Labour Act*****Section 9-5 Right to leave service***

(1) A person working on board is entitled to leave service on board if:

a) the ship does not meet the requirements laid down in the Ship Safety and Security Act or in regulations issued pursuant to the Act concerning technical, operational and personal safety, and the deficiencies clearly constitute a danger to the ship or to those persons working on board;

b) the company fails to comply with requirements for survey in accordance with section 43, fifth paragraph (c) of the Ship Safety and Security Act and regulations issued pursuant to that provision;

c) the ship loses the right to fly the Norwegian flag;

d) there is war or war-like conditions in waters in which the ship shall sail or in a port for which the ship is bound;

e) a widespread epidemic disease has broken out, or severe environmental pollution which is detrimental to health exists in a port for which the ship is bound;

f) the person concerned is employed for a specified voyage, and the voyage is altered substantially.

(2) A person may leave service on board before departure from port or at the ship's first port of call after the person concerned has become aware of the situation.

Remarks

A seafarer who takes his/her departure in pursuance of the subsection one, first paragraph, may be transferred by the shipping company to service in another of the shipping company's ships. If such transfer does not take place, the seafarer shall be entitled to free passage home with maintenance.

If a seafarer who is employed for a specific voyage takes his/her departure before the voyage has commenced, he shall be entitled to free passage with maintenance to his/her place of residence at the time of his/her engagement, but otherwise he shall enjoy free passage to the agreed port of departure. If a port of departure has not been arranged, § 6, paragraphs two and three shall apply.

Section 5-14 Summary dismissal

1) The employer may summarily dismiss an employee if the employee concerned is guilty of a gross breach of duty or other serious breach of the contract of employment.

Remark

The following non-exhaustive list from the previous Seamans Act art. 15 are examples of gross breach of duty or serious breach of contract of employment:

- a) is incompetent for the service for which he was engaged;
- b) deliberately or negligently fails to come on board at the right time, and the ship must leave, or another person has to be taken on in his/her place;
- c) is guilty of gross violation of his/her duties, such as repeated disobedience, violent behaviour, ill-treatment of other persons on board, repeated intoxication during services or abuse of narcotics;
- d) is guilty of theft or any other serious felony, exposes the ship to serious inconvenience by concealing another person on board, or conceals on board dutiable goods or goods which may not be exported from the port of departure or may be imported into the port of destination;
- e) brings narcotics or other dangerous toxic substances on board;
- f) brings a dispute concerning the employment relationship before a foreign authority.

The seafarer shall not be entitled to wages for any longer than the period for which he/she has served.

Section 5-15 Port of departure upon termination of employment

(1) If the period of notice of termination expires or a temporary employment is terminated while the ship is at sea, the employment relationship remains in force until the ship calls at a port.

(2) The employment relationship does not cease in ports which are entered only to bunker or to bring ashore sick or injured persons nor does it cease during other unforeseen short calls made for the safety of persons on board, the ship or the cargo.

Section 5-16 References

(1) An employee who leaves his or her employment after lawful dismissal is entitled to a written reference from the employer. The reference shall state the employee's name, date of birth, the nature of the work and the duration of employment.

(2) The provision of the first paragraph does not restrict the employee's right to request a more detailed reference in relation to employment where this is customary and not otherwise provided in a collective bargaining agreement.

(3) An employee who is summarily dismissed is also entitled to a reference, but the employer may state that the employee was summarily dismissed without giving the reasons for the dismissal.

Appendix E

Grievance Procedure

NSA and the Unions have agreed to an amicable settlement of all disputes related to this collective bargaining agreement including disputes between their members, the shipping companies and the seafarers, see the introduction part, last paragraph.

As a result, the NSA and the Unions agree that the following procedures shall be followed for disputes between the shipping companies and the seafarers:

1. The Company and the seafarers shall refrain from filing any complaint before any court or office in Poland without having exhausted first this grievance procedure. See note a) at end of document.
2. The Company shall observe the following disciplinary actions when offended or dissatisfied with the seafarer's behaviour or performance:
 - 1) Erring seafarer shall receive a written warning from head of department, senior officer or the Master. The warning issued should also ask the seafarer to explain his/her actions in writing within 24 hours and indicate the possible consequences for him/her of his/her actions. A notice of the warning should be entered into the ship's logbook.
 - 2) When the seafarer's written explanation is received, the Master will decide if further steps shall be taken or if the case should rest. If further steps should be taken, the procedure will be:
 - a) If the Master considers it necessary to terminate the contract of employment, the seafarer shall be duly informed. He will have the entitlements for termination pay and repatriation as prescribed in Article 5 c and d.
 - b) If the Master consider it possible that the seafarer should be dismissed, a hearing shall be summoned before a committee consisting of the Master as a chairman and two other members appointed by the Master. If possible one of the other members shall be chosen amongst the officers or crew group that the seafarer has belonged to. The hearing shall take place less than 14 days after the errors or similar has happened.

The Master/chairman shall question the seafarer and any witness who might be able to provide information in the case. The remaining members of the committee and the seafarer himself/herself may ask questions to the witnesses, through the Master/chairman or directly as the Master/chairman decides. The submitted statements from the seafarer and the witnesses shall be entered into a special protocol. A standard protocol which may be utilised is attached as Appendix 1.

The statement shall be read out to those who have submitted them. If the Master/chairman makes a decision in the matter, he shall state the grounds for such decision, and the decision shall be entered in the protocol.

The members of the committee shall by their signature certify the accuracy of the entered statements. The seafarer is entitled to a copy of the protocol. A notice of the protocol and the hearing should be entered into the ship's logbook.

- c) When the hearing is concluded, the Master shall decide as soon as possible if the seafarer should be dismissed (Article 5e) be given notice of termination (Article 5c) or if the case should rest without further steps for the time being.

If the Master decides to dismiss the seafarer, the seafarer shall be informed immediately of the decision. The decision may be included in the protocol from the hearing and should be entered into the ship's logbook.

A seafarer who has been dismissed should be given the information in writing. A standard form which may be used for such information is enclosed as Appendix 2. He will have no entitlements to termination pay or repatriation, see article 5e.

If the Master decides to give the seafarer notice of termination, the seafarer shall be duly informed and receive the entitlements indicated in Article 5 c and d.

- d) In special cases the committee may be appointed by the Company or the Company's representative and the hearing will take place ashore if considered necessary in order to best elucidate the factual basis for dismissal.

Appendix F

Permanent rotation system

1. The provisions stated below is available for those companies implementing a system of permanent rotation.
2. The employment system will still be employment on a temporary basis. But the Companies that might want to test out a system with permanent rotation shall apply the conditions provided by this protocol.
3. Officers/Ratings who are employed on a permanent rotation system shall receive a document stating that the rotation is permanent and based on the conditions given in this protocol, or the employment contract shall indicate that the rotation is permanent with condition according to this protocol.
4. The permanent rotation system implies that the Company shall agree in writing with the Officer/Rating for each leave period when (the date) the Officer/Rating shall return to service on board.
5. The wages shall be paid out during service on board in accordance with the CBA. The Officer/Rating will have no entitlement to wages while on leave. However, if the officer/Rating is prevented from returning to service on the agreed date due to circumstances on the Company's side, he shall be entitled to "standby wage" starting on the 8 day after the agreed day of return and until he can take up service on board. "Standby wage" = basic wage without inclusion of overtime, leave, subsistence or any other allowance except Social Security Bonus (30 days = USD 140) which should be at least paid once on each calendar month on a pro rata basis.
6. The Officer/Rating's rights during sickness, injury or disability is connected to service on board, and he will have no entitlement to compensation of any kind in relation to sickness, injury or disability that occur during leave periods. Similarly the Officer/rating's beneficiaries will have no entitlement to compensation of any kind in case of the Officer/Rating's death occurs during a leave period or after the termination of the employment.
7. If the Officer/Rating is unable to sign on/return to service on board at the agreed date due to valid reason (sickness, injury, compassionate leave or similar), he shall notify the Company as soon as possible. During such absence from service Officer/Rating will have no right to any wages. The Company shall also be notified as soon as he is ready to take up service on board, however the Officer/rating will only be entitled to "standby wages": 7 days (payment from day 8) after the Company has received the said notification. If the Officer/Rating has no valid reason for not returning to service, or if he regardless reason, neglect to inform the Company that he is unable to return to service, the employment contract shall be considered terminated by the Officer/Rating with immediate effect, see article 5 of the CBA. The officer/Rating will, in such circumstances, have no right to compensation of any

kind from the Company. Except situations where the Officer/Rating proves that he could not perform the obligations specified above.

8. The daily rate of the “standby wage” will be as follows:

	USD
Master	82
Chief Officer	57
2nd. Officer	43
3rd Officer	39
Radio-officer/Chief Stew.	43
Chief Engineer	79
Chief Engineer, 2nd class	68
2nd Engineer	57
3rd Engineer	44
4th Engineer	39
Junior deck/engine off.	34
Cadet	5
Refrigerating Engineer	51
Electrician (ETO)	46
Bosun	31
Pumpman	31
Fitter	31
Cook	31
A/B	27
Motorman	27
1st Steward	27
O/S	21
Oiler	21
2nd Cook	21
2nd Steward	21
Messboy	15
Apprentice	13

If the company has not established its own complaint procedure, the following procedure shall be used:

On board Complaint Procedure

1. With reference to the Norwegian Ship Labour Act Section 9-7 the following on board complaint procedure has been established for fair, effective and expeditious handling of seafarer complaints alleging breaches of the requirements about the service on the ship and the employment in general.

A Seafarer making use of this procedure shall not be victimized for filing a complaint and he/she will also have the option to seek redress whatever legal means that the seafarer may consider appropriate.

This procedure seeks to resolve complaints at the lowest level possible.

The Seafarer has the right to be accompanied or represented during the complaint procedure, and to safeguard against any kind of victimization for filing complaints.

The Seafarer will receive a copy of this complaint procedure. To submit a complaint, the Seafarer may contact:

On board (position and/or name):

In the flag state (name and address):

In his/her country of residence (name and address):

2. To be advised and assisted on their complaint. A Seafarer who considers himself/herself aggrieved shall make his/her complaint(s) in accordance with the following procedures:
 - a) A written complaint shall be communicated to head of the Department of the Seafarer lodging the complaint or to the Seafarer's Superior Officer to resolve the matter within prescribed time limits appropriate to the seriousness of the issues involved.
 - b) If the head of the Department or the Superior Officer cannot resolve the complaint to the satisfaction of the Seafarer, the latter may refer it to the Master, who should handle the matter personally.
 - c) A meeting may be held with the Seafarer and the Master, Superior Officer or another representative for the employer to discuss and settle the complaint.
 - d) All complaints and the decisions on them should be recorded and a copy provided to the Seafarers concerned.
 - e) If a complaint cannot be resolved on board, the matter should be referred ashore to the Employer/Shipowner, who should be given an appropriate time limit for

resolving the matter, where appropriate, in consultation with the Seafarer concerned or any person the Seafarer may appoint as his/her representative.

- f) A Seafarer who wishes to appeal a settlement/non-settlement of the complaint, should consult his/her national union or the union that may be co-party to the collective bargaining agreement applicable for his /her employment. The union(s) shall, before advising an appeal to be filed, request the Employer's/Shipowner's view or the opinion of the Employer Association that is party to the collective bargaining agreement before an appeal is made to the relevant authorities or a court of justice.

* * * * *

Appendix 1

Example of form for consultations prior to dismissal with notice *

In the year of the day of

a hearing was conducted on board

M/V.....

or at the shipping company's office in

The location of the vessel was

(to be filled out when hearing is conducted on board)

The chairman of the board was:

Captain/crew manager..... who chaired the hearing

The other people appointed as board members were:

position name

" "

The hearing was conducted in connection with:

.....

(Short description of alleged infringement of rules/reason why dismissal is being considered, preferably citing the specific regulations which it is alleged were violated)

The following appeared to make a statement:

1.

(Statement by the seafarer to whom the hearing relates, preferably in that person's own words)

2.

(Statement by any witness/witnesses preferably in the latter's own words)

(Anyone on the vessel, with the exception of the board members, may be a witness, including the person alleged to have been victim of the seafarer's misbehaviour)

The statements were read aloud to the people who made them.

The matter was then considered by the captain/crew manager who decided

..... (name)

is to be dismissed in accordance with section 5-14 (or section 5-6) in the Norwegian Ship Labour Act..... (name)

is summoned and informed of the decision

Any remarks by the dismissed seafarer:

Record of hearing read aloud and approved

..... captain/crew manager

Other members of the board

.....

name/position

.....

name/position

1 copy for the seafarer

1 copy for the vessel

1 copy for the company/agent

* Section 5-1 (1) of the Norwegian Ship Labour Act sets out the following; "Before making a decision regarding dismissal with notice, the employer shall, to the extent that is practically possible, discuss the matter with the employee and the employees' elected representatives unless the employee himself/herself does not desire this. Such discussions shall concern both the grounds for dismissal and any selection between two or more employees regarding who is to be dismissed." In such cases, the above standard sheet could be used.

Appendix 2***Notice of Dismissal***

Name of seafarer:

You are hereby dismissed from your employment on

..... (name of vessel)

with immediate effect and will sign off201.....

in (name of port)

A copy of the record of the conducted hearing is enclosed.

Your account with
(name of the company)

will be settled as per date of signing off

Place:Date

Signature
(Master, company or their representatives)

I confirm to have received above dismissal

Place:Date

Signature
Signature of Seafarer

- 1 copy for the seafarer
- 1 copy for the vessel
- 1 copy for the company/agency

Norwegian Shipowners' Association
Raadhusgaten 25
P.O. Box 1452 Vika
N-0116 Oslo
NORWAY

Phone: 47 22 40 15 00
Email: post@rederi.no

Polish Seafarers' Union
8 Plac Kaszubski
81-350 Gdynia
POLAND

Phone: 48 58 620 7760
Telefax: 48 58 621 0122
Email: gdynia@psu-pl.org

National Maritime Section NSZZ Solidarnosc
22 Szczecinska Str.
81-326 Gdynia,
POLAND

Phone: +48 58 6218543
Mobile: +48 500038731
Email: gdynia@nms.org.pl

Norwegian Maritime Officers' Association / Norwegian Seafarers' Union / Norwegian
Union of Marine Engineers

P.O.Box 2000 Vika
N-0125 Oslo
NORWAY

Phone: 47 22 00 55 00/ 47 22 82 58 00 / 47 24 14 93 70
Email: post@sjoooff.no; firmapost@sjomannsforbundet.no; post@dnmf.no