# COLLECTIVE BARGAINING AGREEMENT FOR

### **POLISH SEAFARERS**

### **BETWEEN**

### NORWEGIAN SHIPOWNERS' ASSOCIATION

#### AND

POLISH SEAFARERS' UNION
NORWEGIAN MARITIME OFFICERS ASSOCIATION
NORWEGIAN UNION OF MARINE ENGINEERS
NORWEGIAN SEAFARERS' UNION

COLLECTIVE BARGAINING AGREEMENT FOR POLISH SEAFARERS	4
ARTICLE 1 ENGAGEMENT, MUSTERING AND REPATRIATION EXPENSES	6
ARTICLE 2 WAGES	6
ARTICLE 3 BOARD AND LODGING	7
ARTICLE 4 DURATION OF SERVICE	7
ARTICLE 5 TERMINATION OF SERVICE IN EXCEPTIONAL CIRCUMSTANCES	7
ARTICLE 6 A WORKING HOURS	8
ARTICLE 6 B CARGO HANDLING	9
ARTICLE 7 LEAVE AND HOLIDAYS	9
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	11
ARTICLE 11 WAR RISK BONUS	
ARTICLE 11A PIRACY RISK BONUS	11
ARTICLE 12 TRANSFER OF SEAFARERS	11
ARTICLE 13 JURISDICTION	
ARTICLE 14 REGULATION CONCERNING THE APPLICATION OF SPECIAL PROVISIONS IN THE I	
International Ship Register Act	
ARTICLE 15 STRIKES, LOCKOUTS AND SIMILAR REACTION	
ARTICLE 16 MATERNITY	
ARTICLE 17 EQUALITY	
ARTICLE 18 DEDUCTION OF WELFARE AND LEGAL ASSISTANCE LEVY	
ARTICLE 19 UNION DUE/TARIFF FEE TO THE NORWEGIAN SEAFARERS' UNION	
ARTICLE 20 JOINT ADMINISTRATION (NIS)	
ARTICLE 21 TRAINING FEE	
ARTICLE 22 DURATION OF THE COLLECTIVE BARGAINING AGREEMENT	
APPENDIX A	
Notes to the Wage Scale for Polish Seafarers on NIS vessels	
APPENDIX B	
Public Holidays	
APPENDIX C	
Agreement About Compensation in case of disability or death caused by War or Pi	,
APPENDIX D	
Extract from the Norwegian Seamen's Act	
APPENDIX E	
Grievance Procedure	
APPENDIX 1	
Standard Form to be used for Board Hearings	
APPENDIX 2	
Notice of Dismissal	20

#### COLLECTIVE BARGAINING AGREEMENT FOR POLISH SEAFARERS

(Officers and Ratings)

Agreement between:

The Polish Seafarers' Union, The Norwegian Maritime Officers' Association, The Norwegian Union of Marine Engineers, The Norwegian Seafarers' Union and The Norwegian Shipowners' Association.

The 5 December 2012 a meeting took place in Gdansk. The following organisations were present at the meeting:

Norwegian Shipowners' Association

represented by: Pål Tangen

Hege Ajer Petterson Anne Zonnevold Sverre Jacob Mehn

Polish Seafarers' Union

represented by: Kamil Butler

Henryk Piatkowski

Norwegian Maritime Officers' Association

represented by: Bernhard Lie-Nielsen

Ove Nielsen

Norwegian Union of Marine Engineers,

represented by: Haakon Eidseth

Norwegian Seafarers' Union

represented by:

Johnny Hansen
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, serving on board vessels which are registered in the NIS and enlisted in the NSA. Any deviation from this agreement shall require the explicit acceptance of NSA and PSU/Norwegian Unions 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 this CBA also for Polish seafarers who are not members of PSU, provided that all articles including Union fee are accepted by the seafarer 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 Seamen's 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 interests of all concerned, the following conditions are drawn up and agreed upon between the NSA and the Unions.

Gdansk, 5 December 2012

Norwegian Shipowners' Association

Polish Seafarers' Union

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

### 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.

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 basic and overtime wages remaining after approved deductions have been made. Pay disbursed on board may be paid in cash in the currency of the country in which the port is situated, if the currency is a convertible currency.

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 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. 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.

## 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 one (1) 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 one (1) month's basic wages and repatriation to the seafarers place of residence in Poland on the Company's account. He 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 prior to the agreed period of duration, ref. Article 4, provided the seafarer is paid one (1) 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 one (1) 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 who is incompetent for service, neglects to meet on board at appropriate time, commits himself to disobedience, violent behaviour, abuse of narcotics and alcohol etc., ref. the Norwegian Seamen's Act Article 15. 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 ref. the Norwegian Seamen's Act Article 39.

## 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 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 Article 44 in the Norwegian Seamen's Act regarding compensation for standby watches in port, is covered by the basic wage.

The officer/seafarer shall be given sufficient rest period taking into account the provisions in the NIS Act article 7 and ILO convention 180, STCW 95 and EU directive 63/1999.

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 Polnis2013

into 2 periods with one period of at least 6 hours and with no more than 14 hours between any rest hour period. For watchkeepers the rest period can be reduced to 6 hours provided no such reduction is maintained over a period of more than 48 hours, and provided a total rest period of 70 hour per any period of 7 days.

Exemption from these rules are allowed in situations of distress, emergency, boatdrill and other overriding operational conditions (see; ILO convention 180, STWC 95, EU directive 63/99)

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 9,- 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 3.000. 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 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 Seamen's Act, Article 28.

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.

### 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 beneficiaries a compensation, including possible compensation from public social security, of USD 87 500. 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 an additional compensation to each of the seafarer's children under the age of 21 years of USD 17 500, maximum 4 children and USD 70 000.

#### b) Occupational disability compensation

If the seafarer due to no fault of his own meets with an accident or occupational injury/disease while serving on board or while travelling to or from the vessel and as a result his ability to work is reduced, the Company will pay him 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 125 000 for officers and USD 100 000 for ratings and cadets.

#### c) Coverage

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

# Article 10 B Social Security bonus

The Company shall contribute USD 130 per month to the seafarer while serving on board, to cover a part of the payment to the Polish Social Security System, see the bilateral agreement between Poland and Norway regarding EU regulation 1408/71. This contribution is excluded from the calculation of the union dues to Polish Seafarers' Union.

#### 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.

### 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 Act concerning hours of work on board ships and the Norwegian Seamen's Act, ref. the Norwegian International Ship Register Act Article's 7 and 8.

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

The following provisions in the Norwegian Seamen's Act Article 3, Article 5 No 2-6, Article 5A second and fourth section, Article 7, 11, 14 and Article 19 No 1 from the third and following sections including the sixth section and No 2, Article 20, 25 and 47, are excluded by the provisions mentioned above, and shall not be applicable to the contracts of engagement which are established with reference to this agreement.

### 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 26<sup>th</sup> 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) the seafarer shall be entitled to basic wage for the remaining period of her employment contract maximum 100 day basic wage. If she is entitled to sick pay this pregnancy payment is excluded.
- d) The contract shall be considered as terminated when the seafarer signs off but she shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child such a vacancy should be available..

#### 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 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.

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 Norwegian Seafarers' Union shall receive the union fee on behalf of PSU, and remit to the PSU bank account in Poland in accordance with the agreement signed between the Unions.

The Company shall submit payment of Union dues to:

Norwegian Maritime Union Bank 1, Oslo Account No:9001.04.94787 Iban: NO98 90010494 787 SWIFT code: LEBANOKK.

# Article 19 Union due/tariff fee to the Norwegian Seafarers' Union

The Company shall each month deduct a union due/ tariff fee of USD 10 from the wages of each radio-officer, electrician and rating covered by this CBA to the NSU. The deducted due/fee shall be submitted to the Joint Administration, see below, as part of the amount to be contributed to the Joint Administration.

### Article 20 Joint Administration (NIS)

The Company shall each month contribute USD 38 per Polish Officer/Seafarer to the Joint Administration. 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: ellen.barlindhaug@sjooff.no or eora@sjomannsunion.no

Bank account details:

Bank 1 Oslo AS, P.O.Box. 778 Sentrum, N-0106 Oslo, Norway

Account: 9001 11 46383 Iban: NO90 9001 1146 383

SWIFT: LABANOKK

### Article 21 Training Fee

Subjed to approval of NSA's board, the NSA will establish a system for financial support to cover the Companies expenses connected to on board practice and training for cadets. The system will request that the Companies contribute a training fee to be up to USD 30 per month for all officers and seafarers covered by this NIS CBA.

### Article 22 Duration of the Collective Bargaining Agreement

The amended agreement will be effective from 1st January 2013 until 31st December 2014. The parties may meet again at the autumn 2013 for a second year revision of the agreement."

#### Remark:

If the Social Agreement between Poland and Norway is not prolonged from 1<sup>st</sup>January 2011, the NIS CBAs article 9, 10A and 10B shall no longer be valid.

The parties agreed to meet and discuss the new situation if the Social agreement expires.

Gdansk 5. December 2012.

Norwegian Shipowners' Association

Polish Seafarers' Union

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

### Addendums to the protocol 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 350 per month
- 3. Tanker Bonus applicable on Tankers, Chemical Tankers, Gas Tankers and OBO carriers when carrying oil.
- 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 130 per month and proportionally
- 6. Total cost for a Polish Able Seaman:

Basic wage		693
Leave pay	10 days	231
Overtime	85 hours	425
Subsistence	USD 9 per day leave	90
Alt. Bonus		40
Social Security Bonus	•	130
Payable wage		1609
NMD requirements		50
IMO requirements		33
IMO requirements Wage guarantee		33 20

### 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 establish an 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 Norwegian Marine Insurance Plan of 1996, version 2007.

The agreement shall cover disability or death as a direct consequence of a ship transiting an area where the parties have agreed that there exist a risk for war or piracy attack, and have established an agreement describing this area (see the NIS CBA article 11 and the Model CBA article 13)

#### Article 1

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

- 1. In case of injury that makes the seafarer permanently unfit for further service as a seafarer, he/she receives a compensation of USD 165 000.
- 2. If the seafarer dies, the surviving dependants (spouse, children or parents in this preferential order) will receive USD 165 000
- 3. 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 40 000

#### 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 the compensation provided for in case of death and disability in NIS or Model agreements concluded between the Norwegian Shipowners' Association, the Polish and Norwegian Unions, see the NIS agreement article 10 A and the Model agreement article 11 and 12 A.

#### Article 3

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

#### Article 4

This Agreement is effective from the 1 January 2010 and will replace all earlier collective bargaining agreements and protocols regarding war and piracy attacks that have been established between the Norwegian Shipowners' Association, the Polish and Norwegian Unions for NIS and foreign flag ships for Polish officers and Polish ratings. This Agreement applies until further notice and can be terminated by 3 (three) months mutual notice.

### Oslo 1 January 2010

Norwegian Union of Marine Engineers Norwegian Seafarers' Union

Polish Seafarers' Union

#### Extract from the Norwegian Seamen's Act

#### Art. 12. The seaman's right to leave service on board for special reasons

- 1. A seaman may also depart from service on board if:
  - a) the ship is not in a seaworthy condition for the voyage, or the crew's accommodation is unhealthy and the Master fails to take steps to remedy the defects.
  - b) the Master fails to comply with a demand for a seaworthiness examination presented in pursuance of § 42,
  - c) he has been ill-treated on board and the Master has failed to protect when requested to do so,
  - d) the ship loses the right to fly the Norwegian flag,
  - e) (repealed by Act of 31 May 1985)
  - f) he is employed for a specified voyage, and the voyage is altered substantially,
  - g) after he starts on board it appears that the ship risks being seized by a belligerent power or exposed to war damage, or that such risk has increased considerably,
  - h) after he starts on board it appears that a violent epidemic disease has broken out in the port for which the ship is bound.
    - In the cases mentioned under litra (f-h) of the first paragraph of subsection 1, the seaman may take his departure with immediate effect if the voyage has not yet commenced, or otherwise at the ship's first port of call after he has become aware of the situation.
- 2. A seaman who takes his 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 seaman shall be entitled to free passage home with maintenance.
  - If a seaman who is employed for a specific voyage takes his departure before the voyage has commenced, he shall be entitled to free passage with maintenance to his place of residence at the time of his 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.

#### Art. 15. Dismissal due to dereliction of duty etc.

- 1. A seaman may be dismissed if he:
  - 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 place.
- c) is guilty of gross violation of his 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.
- 2. The seaman shall not be entitled to wages for any longer than the period for which he has served. The seaman shall nevertheless be entitled to wages in pursuance of § 28, subsection 2, if he is occupationally disabled at the time of the dismissal because of illness or injury.

#### Art. 16. Procedure in case of dismissal

- 1. Prior to the dismissal of a seaman on board a ship with crew of at least five, a hearing shall be held before a committee consisting of the Master as chairman and two other members appointed by the Master.
- 2. If possible, the appointed member shall consist of the chief engineer and a mate if the seaman is an engineer, mate, manager of the catering service, radio officer or ship's electrician. Otherwise, and if possible, one of the members shall be the ship's elected representative or, if none has been elected, another member of the remaining crew, and the other member of the committee shall be the chief engineer, first mate or the manager of the catering service according to whether the seaman belongs to the engine personnel, deck personnel or the catering and clerical personnel respectively.
  - In special cases, the committee may be appointed by the shipping company and the hearing held ashore if considered necessary in order to best elucidate the factual basis for the dismissal. The composition of the committee shall if possible be as stated in the previous paragraph.
- 3. The chairman shall question the seaman and any witnesses who might be able to provide information in the case. The remaining members of the committee and the seaman may ask questions either through the chairman or directly with the chairman's consent. The submitted statements shall be entered into the log book or a special protocol. The statements shall be read out to those who have submitted them. If the Master makes a decision in the matter, he shall state the grounds for it, and the decision shall be entered into the log book or the special protocol. The members of the committee shall by signature verify the accuracy of the entered statements.

The seaman can demand a certified transcript of the statement entered into the log book or in the special protocol of the case.

- 4. A decision on dismissal pursuant to § 15 subsection 1 shall be made as soon as possible and latest within 14 days after the circumstances of the case became known, unless special conditions necessitate a longer time limit. The seaman shall, if possible, be informed of the decision immediately.
- 5. Upon dismissal, the provisions of §§ 5 A, 20 and 20 A shall apply accordingly.
- 6. The provisions regarding a hearing do not apply when dismissing a Master.

\* \* \* \* \*

Note: Article 5A, no. 2 and 6 and Article 20 in the Norwegian Seaman's Act is not valid for seafarers on this Agreement, ref Article 14 of this Collective Bargaining Agreement.

#### Grievance Procedure

NSA and PSU 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 PSU agree that the following procedures shall be followed for disputes between the shipping companies and the seafarers:

- 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:
  - 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 actions in writing within 24 hours and indicate the possible consequences for him of his 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 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.
- 3) A seafarer who considers himself aggrieved shall make his complaint(s) in accordance with the following procedures:
  - a) A written complaint shall be communicated to the Master or any available superior officer.
  - b) A meeting shall be held with the seafarer and the Master, superior officer or another representative for the employer to discuss and settle the complaint.
  - c) The seafarer can ask for a written statement of the settlement/non-settlement which shall be noted in the ship's logbook.
  - d) An seafarer who wishes to appeal a disciplinary action of the Company see point 2 above or who wishes to appeal a settlement/non-settlement of the grievance, see point 3 above, shall consult PSU.

PSU shall, before advising an appeal to be filed, request the Company's view. The Company is entitled to the request that PSU discuss the case with NSA before an appeal is made to the authorities or the court.

\* \* \* \* \*

### Norwegian Seaman's Act, Article 50. - "Settlement of disputes between master and crew abroad", 1st paragraph, reads as follows:

If, while the ship is in a foreign country, a dispute arises between the master and any of the crew regarding the settlement of wages, the ship service or the employment relationship in general, the case shall be referred to a Norwegian foreign service station. The dispute shall not be brought before foreign authorities. As regards lawsuits against the shipping company relating to compensation for occupational injuries, they may only be brought before a court of justice in Norway.

### Appendix 1

### Standard Form to be used for Board Hearings

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
n
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
2(Statement by any witness/witnesses preferably in the latters' 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 dismissed in accordance with Article 15 of the Norwegian Seamen's 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 seafarer1 copy for the vessel1 copy for the company/agent

### Appendix 2

### Notice of Dismissal

Name of seafarer:	
Your are hereby dismissed from your employment on	
(nar	ne of vessel)
with immediate effect and will sign off201	
in (na	ame 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	

- 1 copy for the seafarer1 copy for the vessel1 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 Telefax: 47 22 40 15 15 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

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 Telefax 47 22 00 55 01 / 47 22 33 66 18 / 47 24 14 83 80

Email: <a href="mailto:post@sjooff.no">post@sjooff.no</a>; <a href="mailto:post@sjooff.no">post@dnmf.no</a></a>