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**NORWEGIAN
INTERNATIONAL
SHIP REGISTER**

Valid from 1 January 2017
to 31 December 2018

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



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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 28th October 2016 a meeting took place in Warsaw, Poland. The following organisations were present at the meeting:

Norwegian Shipowners' Association
represented by:

Pål Tangen
Kristine Godal Mohr
Erik Mohn

Polish Seafarers' Union
represented by:

Henryk Pratkowski
Kamil Butler

Norwegian Maritime Officers' Association
represented by:

Bernhard Lie-Nielsen

Norwegian Union of Marine Engineers,
represented by:

Rune Johnsrud

Norwegian Seafarers' Union
represented by:

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.

Warsaw, 28 October 2016

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 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 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 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 to disobedience, violent behaviour, abuse of narcotics and alcohol etc., ref. the Norwegian Ship Labour Act 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.

**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 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, boatrill 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 11 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.

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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.slofartsdir.no/en/shipping/seafarers/approved-seafarers-doctors/>

The Company shall notify the seafarer 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 beneficiaries a compensation, including possible compensation from public social security, of USD 92 500. 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 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 seafarers children under the age of 21 years of USD 18 500, maximum 4 children and USD 74 000.

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 140 000 for officers and USD 107 000 for ratings and cadets.

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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 140 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 883/2004. 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 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 A 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 5-1(2), Section 5-2(1),(2), Section 5-3(2) and (3a)-(3d), Section 5-4(1), Section 5-8(2) and (4), Section 5-7, Section 5-9m 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 Chapter 9 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.

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) 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: is@sicoff.no or seora@sjomannsunion.no

Bank account details:
Bank 1 Oslo AS, P.O.Box. 778 Sentrum, N-0108 Oslo, Norway
Account: 9001 11 46383
Iban: NO90 9001 1146 383
SWIFT: LEBANOKK

**Article 21
Training Fee**

Subject 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 2017 until 31st December 2018.

Warsaw, 28 October 2016

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 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 140 per month and proportionally
6. Total cost for a Polish Able Seaman:

Basic wage	735
Leave pay	245
Overtime	85 hours
Subsistence	452
Alt. Bonus	110
Social Security Bonus	40
Payable wage	140
NMMD requirements	1722
IMO requirements	50
Wage guarantee	33
Wage guarantee	20
TOTAL COST	1825

Polnis2017

WAGE SCALE FOR POLISH SEAFARERS ON NIS VESSELS

valid from 1 January 2017

DRY CARGO

Rank	Basic Pay	Leave Pay	Guar. O.time	Altern. + Company Subst. bonus ¹⁾	TOTAL WAGE					Overtime per h.	Seni- ority	Soc.sec. Bonus
					0 - 12 months	13 - 24 months	24-36 months	36-60 months	over 60 months			
Master	4,410	1,470		110	5,990	6,055	6,120	6,185	6,250		65	140
Chief Officer	3,054	1,018		110	4,182	4,247	4,312	4,377	4,442		65	140
2nd. Officer	2,282	761		110	3,152	3,207	3,262	3,317	3,372		55	140
3rd Officer	2,088	696		110	2,894	2,949	3,004	3,059	3,114		55	140
Radio-officer/Chief Stew.	2,282	761		110	3,152	3,207	3,262	3,317	3,372		55	140
Chief Engineer	4,241	1,414		110	5,765	5,830	5,895	5,960	6,025		65	140
Chief Engineer, 2nd class	3,648	1,216		110	4,974	5,039	5,104	5,169	5,234		65	140
2nd Engineer	3,054	1,018		110	4,182	4,237	4,292	4,347	4,402		55	140
3rd Engineer	2,361	787		110	3,258	3,313	3,368	3,423	3,478		55	140
4th Engineer	2,088	696		110	2,894	2,949	3,004	3,059	3,114		55	140
Jun. deck/engine Officer	1,832	611		110	2,552							140
Cadet	279	93		110	482							140
Refrigerating Engineer	2,706	902		110	3,718	3,773	3,828	3,883	3,938		55	140
Electrician	2,459	820		110	3,388	3,443	3,498	3,553	3,608		55	140
Bosun	871	290	490	110	1,802					6.30		140
Pumpman	871	290	490	110	1,802					6.30		140
Fitter	871	290	490	110	1,802					6.30		140
Cook	871	290	490	110	1,802					6.30		140
A/B	735	245	452	110	1,582					5.31		140
Motorman	735	245	452	110	1,582					5.31		140
1st Steward	735	245	452	110	1,582					5.31		140
O/S	569	190	320	110	1,228					4.11		140
Oiler	569	190	320	110	1,228					4.11		140
2nd Cook	569	190	320	110	1,228					4.11		140
2nd Steward	569	190	320	110	1,228					4.11		140
Messboy	429	143	263	110	985					3.10		140
Apprentice	359	120	220	110	849					2.59		140

1) Alternating bonus USD 15 and Company bonus USD 25
 2) Riding squads/repair personnel to be covered by the relevant position

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TANKERS

Rank	Basic Pay	Leave Pay	Guar. O.time	Altern. + Company Tanker		TOTAL WAGE					Overtime per h.	Seni- ority	Soc.sec. Bonus	
				Subsist. bonus ¹⁾	Bonus	0 - 12 months	13 - 24 months	24-36 months	36-60 months	over 60 months				
Master	4,410	1,470		110		441	6,431	6,496	6,561	6,626	6,691		65	140
Chief Officer	3,054	1,018		110		305	4,487	4,552	4,617	4,682	4,747		65	140
2nd. Officer	2,282	761		110		228	3,380	3,435	3,490	3,545	3,600		55	140
3rd Officer	2,088	696		110		209	3,103	3,158	3,213	3,268	3,323		55	140
Radio-officer/Chief Stew.	2,282	761		110		228	3,380	3,435	3,490	3,545	3,600		55	140
Chief Engineer	4,241	1,414		110		424	6,189	6,254	6,319	6,384	6,449		65	140
Chief Engineer, 2nd class	3,648	1,216		110		365	5,339	5,404	5,469	5,534	5,599		65	140
2nd Engineer	3,054	1,018		110		305	4,487	4,542	4,597	4,652	4,707		55	140
3rd Engineer	2,361	787		110		236	3,494	3,549	3,604	3,659	3,714		55	140
4th Engineer	2,088	696		110		209	3,103	3,158	3,213	3,268	3,323		55	140
Jun. deck/engine Officer	1,832	611		110		183	2,735						55	140
Cadet	279	93		110		28	510							140
Refrige / Gas Engineer	2,706	902		110		271	3,989	4,044	4,099	4,154	4,209		55	140
Electrician	2,459	820		110		246	3,634	3,689	3,744	3,799	3,854		55	140
Bosun	871	290	490	110	40	87	1,889					6.30		140
Pumpman	871	290	490	110	40	87	1,889					6.30		140
Fitter	871	290	490	110	40	87	1,889					6.30		140
Cook	871	290	490	110	40	87	1,889					6.30		140
A/B	735	245	452	110	40	74	1,656					5.31		140
Motorman	735	245	452	110	40	74	1,656					5.31		140
1st Steward	735	245	452	110	40	74	1,656					5.31		140
O/S	569	190	320	110	40	57	1,285					4.11		140
Oiler	569	190	320	110	40	57	1,285					4.11		140
2nd Cook	569	190	320	110	40	57	1,285					4.11		140
2nd Steward	569	190	320	110	40	57	1,285					4.11		140
Messboy	429	143	263	110	40	43	1,028					3.10		140
Apprentice	359	120	220	110	40	36	884					2.59		140

1) Alternating bonus USD 15 and Company bonus USD 25

2) Riding squads/repair personnel to be covered by the relevant position

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WAGE SCALE FOR POLISH SEAFARERS ON NIS VESSELS

valid from 1 January 2018

DRY CARGO

Rank	Basic Pay	Leave Pay	Guar. O.time	Altern. + Company		TOTAL WAGE					Overtime per h.	Seni- ority	Soc.sec. Bonus	
				Subsist. bonus ¹⁾	Bonus	0 - 12 months	13 - 24 months	24-36 months	36-60 months	over 60 months				
Master	4,499	1,500		110			6,108	6,173	6,238	6,303	6,368		65	140
Chief Officer	3,115	1,038		110			4,263	4,328	4,393	4,458	4,523		65	140
2nd. Officer	2,327	776		110			3,213	3,268	3,323	3,378	3,433		55	140
3rd Officer	2,130	710		110			2,950	3,005	3,060	3,115	3,170		55	140
Radio-officer/Chief Stew.	2,327	776		110			3,213	3,268	3,323	3,378	3,433		55	140
Chief Engineer	4,326	1,442		110			5,878	5,943	6,008	6,073	6,138		65	140
Chief Engineer, 2nd class	3,721	1,240		110			5,071	5,136	5,201	5,266	5,331		65	140
2nd Engineer	3,115	1,038		110			4,263	4,318	4,373	4,428	4,483		55	140
3rd Engineer	2,408	803		110			3,321	3,376	3,431	3,486	3,541		55	140
4th Engineer	2,130	710		110			2,950	3,005	3,060	3,115	3,170		55	140
Jun. deck/engine Officer	1,868	623		110			2,801							140
Cadet	285	95		110			490							140
Refrigerating Engineer	2,780	920		110			3,791	3,846	3,901	3,956	4,011		55	140
Electrician	2,508	836		110			3,454	3,509	3,564	3,619	3,674		55	140
Bosun	889	296	490	110	40		1,825					6.42		140
Pumpman	889	296	490	110	40		1,825					6.42		140
Fitter	889	296	490	110	40		1,825					6.42		140
Cook	889	296	490	110	40		1,825					6.42		140
A/B	750	250	461	110	40		1,611					5.42		140
Motorman	750	250	461	110	40		1,611					5.42		140
1st Steward	750	250	461	110	40		1,611					5.42		140
O/S	580	193	320	110	40		1,244					4.19		140
Oiler	580	193	320	110	40		1,244					4.19		140
2nd Cook	580	193	320	110	40		1,244					4.19		140
2nd Steward	580	193	320	110	40		1,244					4.19		140
Messboy	437	146	269	110	40		1,002					3.16		140
Apprentice	366	122	225	110	40		863					2.64		140

1) Alternating bonus USD 15 and Company bonus USD 25

2) Riding squads/repair personnel to be covered by the relevant position

[Handwritten signatures and initials]

TANKERS

Rank	Basic Pay	Leave Pay	Guar. O.time	Altern. + Company Tanker		TOTAL WAGE					Overtime per h.	Seni- ority	Soc.sec. Bonus	
				Subsist. bonus ¹⁾	Bonus	0 - 12 months	13 - 24 months	24-36 months	36-60 months	over 60 months				
Master	4,499	1,500		110		450	6,558	6,623	6,688	6,753	6,818		65	140
Chief Officer	3,115	1,038		110		312	4,575	4,640	4,705	4,770	4,835		65	140
2nd. Officer	2,327	776		110		233	3,446	3,501	3,556	3,611	3,666		55	140
3rd Officer	2,130	710		110		213	3,163	3,218	3,273	3,328	3,383		55	140
Radio-officer/Chief Stew.	2,327	776		110		233	3,446	3,501	3,556	3,611	3,666		55	140
Chief Engineer	4,326	1,442		110		433	6,310	6,375	6,440	6,505	6,570		65	140
Chief Engineer, 2nd class	3,721	1,240		110		372	5,444	5,509	5,574	5,639	5,704		65	140
2nd Engineer	3,115	1,038		110		312	4,575	4,630	4,685	4,740	4,795		55	140
3rd Engineer	2,408	803		110		241	3,562	3,617	3,672	3,727	3,782		55	140
4th Engineer	2,130	710		110		213	3,163	3,218	3,273	3,328	3,383		55	140
Jun. deck/engine Officer	1,868	623		110		187	2,788							140
Cadet	285	95		110		28	518							140
Refrige / Gas Engineer	2,760	920		110		276	4,067	4,122	4,177	4,232	4,287		55	140
Electrician	2,508	836		110		251	3,704	3,759	3,814	3,869	3,924		55	140
Bosun	889	296	490	110	40	89	1,914					6.42		140
Pumpman	889	296	490	110	40	89	1,914					6.42		140
Fitter	889	296	490	110	40	89	1,914					6.42		140
Cook	889	296	490	110	40	89	1,914					6.42		140
A/B	750	250	461	110	40	75	1,686					5.42		140
Motorman	750	250	461	110	40	75	1,686					5.42		140
1st Steward	750	250	461	110	40	75	1,686					5.42		140
O/S	580	193	320	110	40	58	1,302					4.19		140
Oiler	580	193	320	110	40	58	1,302					4.19		140
2nd Cook	580	193	320	110	40	58	1,302					4.19		140
2nd Steward	580	193	320	110	40	58	1,302					4.19		140
Messboy	437	146	269	110	40	44	1,045					3.16		140
Apprentice	366	122	225	110	40	37	899					2.64		140

- 1) Alternating bonus USD 15 and Company bonus USD 25
- 2) Riding squads/repair personnel to be covered by the relevant position

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 Ustrop
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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

Oslo 1 January 2010

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

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)

Polish Seafarers' Union

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.

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 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 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.

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 Seaman's 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 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.

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, a 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 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:

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 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.

Permanent rotation system**Appendix F**

The following rules shall apply:

1. The revised CBA will as per 1 January 2016 introduce a permanent rotation system for a trial period to the end of the normal period of the CBA – to 31 December 2016.
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 wages" 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:

Master	USD 75
Ch. Off.	USD 52
2nd Off.	USD 39
3rd Off.	USD 36
RO	USD 39
Ch. Stew	USD 39
Ch. Eng.	USD 72
Ch. Eng./2	USD 62
1st Eng.	USD 52
2nd Eng	USD 40
3rd Eng	USD 36
Jun D/E Off.	USD 31
Cadet	USD 5
Ref. Eng.	USD 46
Electr.	USD 42
Bosun	USD 29
Pumpman	USD 29
Fitter	USD 29
Cook	USD 29
A/B	USD 24
Motorman	USD 24
1st Stew.	USD 24
O/S	USD 19
Oiler	USD 19
2nd Cook	USD 19
2nd Stew.	USD 19
Messboy	USD 14
Appr.	USD 12

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 country of residence (name and address):

2. To be advised and assisted on their complaint. 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 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 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

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 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 off 201.....

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