

Valid from 1 April 2016

MODEL AGREEMENT

REGARDING WAGES AND CONDITIONS

FOR

SEAFARERS AND OFFICERS SERVING ON

**OFFSHORE SERVICE VESSELS UNDER NON-
NORWEGIAN AND NON-FIRST REGISTER EEA FLAGS**

BETWEEN

NORWEGIAN SHIPOWNERS' ASSOCIATION

AND

NORWEGIAN MARITIME UNIONS/ITF

Article 1 Application	4
Article 2 Duration of employment	4
Article 3 Wages	4
Article 4 Hours of Duty	5
Article 5 Public Holidays.....	5
Article 6 Overtime and Watch keeping.....	5
Article 7 Sea-watch system.....	6
Article 8 Rest periods	6
Article 9 Manning	6
Article 10 Shorthand Manning.....	6
Article 11 Medical Attention and Sick Pay.....	6
Article 12 Relief Scale	6
Article 13 Loss of Life.....	7
Article 14 Disability	7
Article 15 Equality Clause	8
Article 16 Repatriation.....	8
Article 17 A War Zone Area	9
Article 17 B High Risk (Piracy) Zone Area	9
Article 18 Food, Accommodation, Bedding, Amenities etc.	9
Article 19 Crew Effects.....	10
Article 20 Termination of Employment Contract.....	10
Article 21 A Union dues and Welfare Fund	11
Article 22 Transfer to other vessel	12
Article 23 Health Certificate	12
Article 24 Grievance procedure	12
Article 25 Maternity	12
Article 26 Duration of Model Agreement	13
APPENDIX A	14
Special agreement	14
APPENDIX B Wage scale North Europeans waters	19
APPENDIX C Wage scale Outside North European waters	19
APPENDIX D	20
Grievance Procedure	20
Appendix 1	22
Standard Form to be used for Board Hearings	22
Appendix 2	24
Notice of Dismissal	24
APPENDIX E	25
Agreement About Compensation in case of disability or death caused by War or Piracy Attack	25

MODEL AGREEMENT FOR OFFSHORE SERVICE VESSELS UNDER NON-NORWEGIAN AND NON-FIRST EEA REGISTER FLAGS

Year 2016, 29 March, a meeting took place at the Norwegian Shipowners' Association's building in Oslo to revise the Model Agreement applicable for offshore service vessels under non-Norwegian and non-first register EEA flags.

Present at the meeting were:

Norwegian Shipowners' Association (NSA) represented by:	Pål Tangen, Per Stange, Anne Zonneveld, Hege Ajer Petterson and Kristine Godal Mohr
NMOA represented by:	Bernhard Lie-Nielsen
NUME represented by:	Håkon Eidset
NSU represented by:	Line Heimstad og Geir Hagerupsen
International Transport Workers' Federation (ITF) represented by:	NMOA, NUME and NSU

It was agreed between NSA and the Norwegian Maritime Unions/ITF to revise the Model Agreement, applicable for offshore service vessels under non-Norwegian and non-first register EEA with this Model Agreement for Offshore Service Vessels under Non-Norwegian and Non-First EEA Register flags with Wage Scales for vessels trading in North European waters and Wage Scale for vessels trading outside North European Waters from the 1st April 2016. This Model Agreement is, as other Model Agreement, optional for the NSA's member companies.

The member companies of NSA that want to make use of this Model Agreement for offshore service vessels under non-Norwegian and non-first register EEA flags, shall sign a Special Agreement with the Norwegian ITF co-ordinator. A copy of the standard Special Agreement to be used is enclosed as Appendix A.

The Companies have the option to use this Model Agreement for all non-Norwegian seafarers provided the agreement is accepted by the national trade union(s), affiliated to ITF, in the country where the seafarer is a resident /national.

Oslo 29 March 2016


Norwegian Shipowners' Association


Norwegian Union of Marine Engineers


Norwegian Maritime Officers' Association


Norwegian Seafarers' Union


International Transport Workers' Federation

Article 1 Application

This Collective Agreement sets out the standard terms and conditions applicable to all Seafarers on offshore service vessels covered by this Agreement through a Special Agreement. The Agreement is applicable and in full force whether or not the company has entered into individual contracts of Employment with any Seafarer and whether or not the Company is the Employer.

For the purpose of this agreement North European Waters means North and East of Brest including the Irish Sea.

The employer of the seafarers should be the Company listed as such in the employment contract.

Article 2 Duration of employment

The seafarer signs on for a period of 6 months or for a longer period if agreed between the employer and the seafarer. Employment contract for shorter periods than 6 months may be applied in case of sick leave, other situation of welfare leave and in case of additional crew requirements. For newly recruited seafarers, the first 3 months of service will be regarded as a probationary period, which gives the employer/seafarer a right to terminate the employment contract with a 2 weeks written notice of termination. Seafarers that are reengaged for a new service period, will not be liable to serve a new probationary period, provided their total service, including previous service periods on board, accrues to more than 3 months. Notice of termination for those seafarers that are no longer on probation, is regulated in article 20. Her/his employment shall be automatically terminated upon the terms of this agreement or after any period specified in her/his employment contract.

Article 3 Wages

The wages of each seafarer shall be calculated in accordance with this agreement and the attached wage scales, and the only deductions from such wages shall be proper statutory deductions as recorded in the special agreement and/or deductions authorised by the seafarer himself/herself.

The seafarer will be paid in accordance with the wage scale that applies in the area the vessel trades while signing on and the trading area shall be informed before signing the Employment Contract. Seafarers on vessels leaving the North European waters shall be entitled to North European wages only for the remaining part of the month when the ship leaves the North European waters. Seafarers on vessels entering into North European waters shall be entitled to North European wages from the day the vessel enters the area.

Basic wages accrue from the date the seafarer leaves his country of domicile. Total wages accrues from the date the seafarer takes up service on board the ship and until he signs off the ship, regardless the cause for leaving the ship. Wages for each position are included in the attached wages scales; see Appendix B and Appendix C

The seafarer shall be entitled to payment at the end of each calendar month. The payment shall be made in US dollars or another currency accepted by the seafarer at the commencement of his/hers employment contract. The payment shall be made to the

seafarer's bank account. For calculation purpose a calendar month shall be regarded to have 30 days.

Any catering personal that carry out work normally done by a 2nd cook and who for all practical purpose is covering a 2nd cook position, shall be paid 2nd cook wages

Article 4 Hours of Duty

Normal working hours shall be 12 hours per day Monday – Sunday inclusive for all seafarers. While in port, maintenance work shall not be performed for more than 8 hours per day. Compensation for all hours are included in the consolidate wages and the formula used is shown in Appendix B and Appendix C.

Article 5 Public Holidays

For the purpose of this agreement, the following days shall be considered as holidays at sea or in port: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day (1 May), Spring Bank Holiday and Summer Bank Holiday, or such public holidays as are agreed upon, having regard to the nationality of the majority of the crew members, and detailed in the Special Agreement between the employer and the ITF.

Article 6 Overtime and Watch keeping

Overtime over and above these normal working hours will be paid at the overtime rate stipulated in Appendix B and Appendix C.

Engineers performing UMS-watches shall have an extra compensation added to the monthly wages. The Compensation may take the form as a percentage of the monthly wages and shall be agreed between the engineers and the Company taking into account the average numbers of watch keeping hours.

Any break during the work period of less than one hour shall be counted as working time.

Overtime shall be recorded individually and in duplicate, either by the master and/or supervisor. Such record shall be handed to the seafarer for approval every fortnight or at shorter intervals. Both copies to be signed by the master/or supervisor as well as by the seafarer. In the case of disagreement over the correctness of the record a reservation regarding the hours in dispute shall be entered into the record and submitted for decision to the ITF Co-ordinator or his representatives. Under other circumstances shall payment be withheld for such hours that the parties have agreed upon.

Offshore vessels crews shall not be required or induced to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF dockers' union concerned and provided that the individual seafarers' volunteer to carry out such duties, for which they shall be adequately compensated. This paragraph is not applicable when no dockwork is available, and never applicable for ROV vessels, Construction vessels and Divers.

The seafarers are liable to perform all type of work necessary and related to the trade and the vessel concerned.

Any additional hours worked during an emergency directly affecting the immediate safety of the vessel, its passengers, crew and all other persons on board, of which the Master shall be the sole judge, or for safety drills, or work required to give assistance to other vessels/units or persons in immediate peril shall not count for overtime payment, unless it is work which the vessel's owner has contracted for a commission basis.

Article 7 Sea-watch system

Watch keeping at sea shall be organised on a sea-watch system. While watch keeping at sea the officer of the navigational watch shall be assisted by, at least, a posted lookout and at no time, especially, during periods of darkness shall solo watch keeping be undertaken. Watch keeping in port shall be at the discretion of the Master. The provisions of the 1978 STCW Convention, as amended, will apply.

Article 8 Rest periods

IMO/STCW's provisions regarding rest periods to be applicable for all seafarers.

Article 9 Manning

The vessel shall be competently and adequately manned, so as to ensure its safe operation and the maintenance of a sea-watch system.

Article 10 Shorthand Manning

When a shortage occurs for whatever reasons and the complement falls short of the normal manning, consolidated wages of the shortage category shall be paid to the affected members of the concerned department. Such shortage, however, shall be made up before the vessel leaves the next port of call or by helicopter crew change if applicable. This provision shall not affect any overtime paid in accordance with Articles 4 and 6.

Article 11 Medical Attention and Sick Pay

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

While serving on board a sick or injured seafarer is entitled to treatment at the Employer'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 Employer's treatment obligation ceases to the extent that the treatment is covered by the benefits.

If the seafarer signs off due to injury or sickness, he is entitled to his remaining leave pay and afterwards to sick pay (pay according to basic wage) for up to 130 days.

Article 12 Relief Scale

A sailing system of 2:1 or 1:1 is applicable. It is acknowledged that a tour of duty will not normally exceed eight (8) weeks, but may be extended to a maximum of twelve weeks duty on board the vessel.

Article 13 Loss of Life

If a seafarer dies from whatever cause, including death from natural cause, whilst in the employment of the employer, including death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the employer shall pay the sum of USD 95 000 to her/his widower/widow or children or parents, in this preferential order, and USD 19 500 to each dependent child up to a maximum of 4 (four) under the age of 21.

Any payment effected under this clause shall be without prejudice to any claim for compensation made in law.

Article 14 Disability

- a) A seafarer who suffers permanent disability as a result an accident, regardless of fault, but excluding injuries caused by a seafarer's wilful act, whilst in the employment of the employer, including accidents occurring while travelling to or from the vessel, and whose ability to work as a seafarer is reduced as a result thereof shall, in addition to sick pay, be entitled to compensation according to the provisions of the agreement.
- b) The disability suffered by the Seafarer shall be determined by a doctor appointed by the Employer. The Employer shall provide disability compensation to the Seafarer in accordance with the percentage specified in the table below which is appropriate to this disability. If a doctor appointed by the Union disagrees with the assessment of the Employer's doctor, a third doctor shall be mutually agreed between the Employers and the Union. The decision of the third Doctor shall be binding to both parties.

Degree of Disability

	Rate of Compensation	
	Ratings (AB and below)	Officers/ Ratings (above AB)
	USD	USD
%		
50-100	102 000	155 000
49	50 000	76 000
40	40 800	62 000
30	30 600	46 500
20	20 400	31 000
10	10 200	15 500

The compensation provided under this paragraph for 100% disability shall not exceed US\$ 155 000 for officers and US\$ 102 000 for ratings. Lesser degrees of disability than 50% shall be compensated for pro-rata.

- c) Permanent Medical Unfitness. A seafarer whose ability to work, in accordance with paragraph a) is assessed at 50 % or more under the attached annex shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100 % compensation, i.e.

USD 155 000 for officers and USD 102 000 for ratings. Furthermore, any seafarer assessed at less than 50 % disability under the attached annex but certified as permanently unfit for further sea service in any capacity by the employer's doctor shall also be entitled to 100 % compensation.

- d) Loss of Rank – A Seafarer whose disability, in accordance with paragraph a) does not fall within the terms of paragraph c) but who is determined by the Employer's doctor to be able to continue to serve at sea only in a lower category of employment to that in which she/he was serving at the time of the accident should be entitled to the degree of disability compensation awarded in accordance with paragraph b) enhanced by 50%.

For the purpose of this paragraph there should be three categories of employment as follows:

Senior Officer: Master, Chief Engineer, Chief Officer, 1st Engineer,

Junior Officer: All officer ranks other than Senior Officer as above.

Ratings: All Seafarers other than the officers as above.

If the seafarer also is entitled to disability compensation from a social security system, flag state or national state system, or any kind of particular agreement, the above mentioned compensation will be reduced with the benefits awarded by such systems and/or agreements.

Article 15 Equality Clause

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

Article 16 Repatriation

A seafarer shall be entitled to repatriation at the employer's expense either to her/his home or to the place of her/his original engagement:

- a) After every tour as per article 12.
- b) When signing off owing to sickness or injury.
- c) When her/his employment is terminated owing to discharge by the employer.
- d) Upon the loss, laying-up or sale of the vessel.
- e) If the vessel has been arrested (whether by a seafarer or not) provided the vessel has remained under arrest for more than 14 days.
- f) If the employer has not complied with the provisions of the agreement, the seafarer is entitled to claim the outstanding wages and to be repatriated at the employer's expense.
- g) On discharge according to Article 21 b and c, below.

Repatriation shall take place in such manner that it meets all reasonable requirements with regard to comfort. The employer is liable for the cost of maintaining the seafarer ashore until repatriation takes place. (Comfort is defined as hotel accommodation, three meals per day plus economy airfare).

When during the course of a voyage, the spouse, or in the case of a single person, a parent falls dangerously ill whilst the seafarer is abroad, every effort will be made to repatriate the seafarer concerned as quickly as possible. The cost of repatriation will be borne by the employer.

Article 17 A War Zone Area

The seafarer shall be given full information of war zones included in the ship's trading pattern and shall have the right not to proceed to a warlike zone area as defined by the Norwegian Maritime Unions (NMU) and Norwegian Shipowners Association (NSA) in which event he shall be repatriated or given leave at the Company's expense.

Where a ship enters into an war zone area (see above), the seafarer will be paid a bonus equal to basic wage as agreed between the NMU and NSA for the duration of the ship's stay in such area, subject to a minimum for five days. However, if the vessel enters the area, leaves the area and re-enters the area within the same five days period, no particular day in the area shall be calculated to be more than one day.

A special agreement concerning indemnity is attached as Appendix E. Seafarers who are entitled to compensation in accordance with the rules in Appendix E have no entitlement in accordance with article 13 (compensation for death) and article 14 (disability) in this CBA.

Article 17 B High Risk (Piracy) Zone Area

High Risk (Piracy) Bonus will accrue and expire from the same dates as for similar agreements for seafarers concluded between NSA and the NMU.

The High Risk (Piracy) Bonus will be based on basic wages with the same percentage as agreed between NSA and the NMU

A special agreement concerning war and piracy indemnity is attached as Appendix E. Seafarers who are entitled to compensation in accordance with the rules in Appendix E have no entitlements in accordance with articles 13 and 14 (compensation for death and disability) in this Model Agreement.

Article 18 Food, Accommodation, Bedding, Amenities etc.

The employer shall provide the following for the use of each seafarer whilst she/he is serving on board:

- a) Sufficient food of good quality.
- b) Accommodation of adequate size and standard – single berth, but not single cabin.
- c) One mattress and at least one pillow, three blankets, two sheets, one pillowcase and two towels. The sheets, pillowcase and towels shall be changed at least once a week.
- d) Necessary cutlery and crockery.
- e) Laundry facilities.
- f) Recreation facilities in accordance with ILO recommendations No. 138 (1970).

In addition, the employer shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment mentioned in sub-paragraphs c)

and d) above shall be of good quality. The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.

Article 19 Crew Effects

When any seafarer suffers total or partial loss of, or damage to her/his personal effects due to whatever causes, either whilst serving on board the vessel or travelling to and from the vessel, she/he shall be entitled to recover from the employer compensation up to USD 3 000. The seafarer shall certify that any information provided with regard to lost property is true to the best of his knowledge.

Article 20 Termination of Employment Contract

20.1 The employment shall be terminated:

- a. upon the expiry of the agreed period of service identified in Article 2;
- b. when signing off owing to due to sickness or injury, with entitlements according to Article 11.

20.2 The company may terminate the employment of a seafarer:

- a. by giving one month's written notice to the seafarer;
- b. on the misconduct or incompetence of the seafarer in accordance with Article 2;
- c. upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.

20.3 The company may dismiss a seafarer from service with immediate effect, who is clearly incompetent for service, neglects to meet on board at appropriate time, commits himself to disobedience, violent behaviour, abuse of narcotics or alcohol, provided the grievance procedures in article 24 are complied with.

20.4 A seafarer to whom this Agreement applies may terminate employment:

- a. by giving one month's written notice of termination to the Company or the Master of the ship;
- b. when, during the course of a voyage it is confirmed that the wife or, in the case of a single person, a parent, has fallen dangerously ill;
- c. if the ship is about to sail into a warlike operations area, in accordance with Article 17 of this Agreement;
- d. if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW) 1995, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships as supplemented by the Protocol of 1996 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions

are provided on board or ashore. In any event, a Ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;

- e. if the ship has been arrested and has remained under arrest for 30 days;

20.5 A seafarer shall be entitled to receive compensation of one month total pay on termination of their employment in accordance with 20.2(a) and (c), 20.4, (d) and (e), above and a new article about Maternity, see below.

Article 21 A Union dues and Welfare Fund

The Employer will deduct from the salary of each seafarer a union due as levied in accordance with the by-laws of the seafarer's national union.

The Employer recognises the ILO convention 87 and 98 regarding right to organise, collective bargaining and freedom of association. As a consequence, the Employer shall agree to a request from the seafarers to elect a representative to maintain contact with Unions and to represent the seafarers in safety and environmental questions connected to such quality securing systems (ISM Code) that the vessel has in operation.

The Special Agreement for each vessel (Appendix A) provides that the Company will pay an annual contribution of USD 250 per position for special agreements to the ITF's Welfare Fund.

Article 21 B Joint Administration

The Company shall each month contribute USD 38 per non-Nordic seafarer to the Joint Administration. This contribution replaces Union Due/Tariff Fee to the NSU, Education and Development Fund to NMOA/NUME and Administration fee to 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 1st January and 1st July of each calendar year, together with actual crew list. Without such crew list, the contribution will be estimated.

For part of month, the contribution will be proportional.

Payment will be refunded for prepaid periods when a vessel is no longer covered by a model agreement.

The Joint Administration has:
address: P.O. Box 2000 Vika, 0125 Oslo
telephone: +47 22 82 58 00
fax: +47 22 42 30 56
e-mail: khau@sjomannsunion.no

Bank account details:
Bank 1 Oslo AS, PB 778 Sentrum, 0106 Oslo
Account: 9001 11 46 391
Iban: NO68 9001 11 46 391
SWIFT: LABANOKK

Article 22 Transfer to other vessel

The Employer shall have the option at his discretion to transfer 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 not be any interruption of time for calculation of leave benefits nor increase in length of service.

Article 23 Health Certificate

Prior to signing on the employment contract, the seafarer shall be interviewed and medically examined for fitness on the Employer's account.

During the time of employment, the seafarer shall be liable to medical examination for when requested by the Employer or by his representative, at the Employer's account.

Article 24 Grievance procedure

See new enclosure Appendix D

Article 25 Maternity

In the event that a crew member becomes 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 circumstances 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 days 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 her birth of a child such a vacancy should be available.

Article 26 Duration of Model Agreement

This Model Agreement shall be effective from **1 April 2016 until 31 December 2017** and further if a request for termination is neither given by the NSA nor by the NMU/ITF with three (3) months written notice.

If a request for termination is given by either of the parties, this Model Agreement shall be considered void and without any further legal consequences from the date of expiry, that is 31 December 2017.

Oslo 29 March 2016

Norwegian Shipowners' Association

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

International Transport Workers'
Federation (ITF)

Special agreement

THIS SPECIAL AGREEMENT

is made on _____ 200__ and is effective from _____ 200__

Between:

1. **Norwegian Seafarers' Union**, Rosenkrantz' gate 15-17, PB 2000 Vika, 0125 Oslo.
Tel (+47) 22 42 58 72, Fax (+47) 22 42 30 56
Norwegian Union of Marine Engineers, Rosenkrantz' gate 15-17, PB 2000 Vika,
0125 Oslo. Tel (+47) 23 36 61 80 Fax (+47) 22 56 86 10
Norwegian Maritime Officers' Association, Rosenkrantz' gate 15-17, PB 2000
Vika, 0125 Oslo. Tel (+47) 22 06 61 00 Fax (+47) 22 06 60 90

 (hereinafter called "The Company" whose address is

 Telephone

Telefax

Telex

 In the respect of the _____ flagship _____
 Described in schedule 1 hereto ("the Ship")
WHEREAS:

The Norwegian Unions are independent trade union organizations comprising fully autonomous trade union organizations in transport and individual members of the Special Seafarers Department of the ITF and the Unions are independent trade union organizations affiliated to the ITF.

The Company is the owner or agent/ manager of the owner of the Ship described in Schedule 1 hereto.

The Unions and the Company wish to regulate the conditions of employment of all seafarers (hereinafter individually referred to as a "Seafarer") serving from time to time on board the Ship.

NOW IT IS AGREED:

Article 1: The Company undertakes as follows:

- a) to employ each Seafarer in accordance with the current terms of the ITF Offshore Standard Collective Agreement or the following ITF-Approved Agreements:

The model Agreement (CBA) between NSA and Norwegian Maritime Unions for Offshore Service Vessels under Non-Norwegian and Non-first EEA Register Flags or any other ITF Approved CBA agreed in accordance with the ITF Offshore Continental Shelf/Flag State Jurisdiction Policy, attached to this Special Agreement.

- b) to incorporate the terms and conditions of the relevant ITF Approved Agreements into the individual contract of employment of each Seafarer (and if necessary to register the contracts with the relevant national body) and into the Ship's Articles. Any Seafarer enjoying or offered terms and conditions which taken as a whole are recognized by the ITF as more favourable to the Seafarer shall continue to enjoy or be entitled to such terms and conditions notwithstanding paragraph a) above.
- c) to conclude appropriate insurance to cover itself fully against all liabilities in the relevant ITF Approved Agreement.
- d) to furnish to the ITF forthwith copies of the Special Agreement, ITF Approved Agreements, contracts of employment (registered if necessary), Ship's Article (duly amended), crew list, manning scale and evidence of insurance cover.
- e) to pay the ITF or the appropriate affiliated union of the ITF tariff fee as stated in a separate agreement and pay to the ITF the Welfare Found contribution as stated in schedule 2 hereto without deduction from the Seafarers salary.
- f) to keep onboard the Ship accurate records of all hours worked by Seafarers, all payment made to Seafarers, monthly payrolls and/or individual payslips of Seafarers, copies of the Special Agreement, the relevant ITF Approved Agreements and ITF Blue Certificate to be issued under Article 2 hereof and to allow each Seafarer access to these documents at all times. The time sheets, documentations of payment to seafarers, monthly payrolls and or individual pay slips of seafarers shall be kept on board for a minimum of 3 (three) years after their completion and if legal proceedings have been instituted in respect of a claim for payment for work hereunder but not limited to overtime, that has been entered or should allegedly have been entered on the documents mentioned herein, they shall be kept until the matter has been finally settled.
- g) to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to inspect and copy all documents whether the Ship is in berth or not and whether or not the Seafarer is on board the Ship.
- h) not to demand or request any Seafarer to enter into any document by which the Seafarer agrees to give up any rights to which he becomes entitled as a consequence of this agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect.

- i) not to require or induce Seafarers to carry out cargo handling and other work traditionally or historically done by dockworkers without the prior agreement of the relevant ITF Dockers' union concerned and provided that the individual Seafarers volunteer to carry out such duties for which they shall be adequately compensated.
- j) The clause regarding breach of agreement set out in the Collective Bargaining Agreement(s) referred to above, shall be amended as follows: The Company acknowledges and accepts that the Union(s) has the right, on behalf of itself or on behalf of any Seafarer(s), to sue and/or arbitrate and/or bring and/or defend any legal action whatsoever in respect of any claim or dispute arising from Seafarer's employment or service on board the ship whether or not the Seafarer(s) has given the Union(s) any authorization.

The Company agrees that the Union(s) is entitled to receive on behalf of the Seafarer(s), all monies due and arising from the employment or service on board the ship and provide receipt for the same and hold such monies or transfer them to the Seafarer(s).

From the time the Union(s) has filed a claim due to breach of contract, the payment of any such claims can only, with effect of release, be done to the Union(s) or as authorized by the Union(s).

- k) to reimburse the ITF and/or the Unions and its affiliates all reasonable costs and expenses incurred to enforce the Company's undertakings herein.

Article 2:

The Union undertakes, provided that the ITF has received and approved copies of the documents referred to in Article 1 d) above and the fees and contributions payable under Article 1 c) above, and further provided that there are no outstanding claims of Seafarers, to issue an ITF Blue Certificate certifying that the Ship is covered by an ITF Approved Agreement provided that the property in the ITF Blue Certificate shall at all times remain in the ITF

Article 3:

This Special Agreement and the Collective Bargaining Agreement(s) referred to above, sets out the standard terms and conditions applicable to all Seafarers serving on the ship described in Schedule 1 hereto. This Special Agreement and the Collective Bargaining Agreement(s) referred to above, is applicable and in full force whether or not the Company has entered into individual contracts of employment with any Seafarer and whether or not the Company is the Employer.

Article 4:

The Special Agreement shall remain in force for the period of twelve (12) months from the date hereon and thereafter from year to year unless terminated in accordance with Article 5 below.

Article 5:

This Special Agreement may be terminated as follows:

- a) by ITF and/or the Union immediately upon notification to the Company in the event of default by the Company of any of its undertakings herein. Upon termination, the Company shall forthwith return the ITF Blue Certificate to or to the order of the ITF.
- b) by either party of the anniversary of this Special Agreement provided that at least one month's notice of termination given.
- c) at any time by mutual agreement of the parties hereto.

Article 6:

Save in the event of proper termination, the Company undertakes that, no later than one month prior to each anniversary of this Special Agreement, it will send to the ITF the documents referred to in Article 1 d) above, and will pay the fees and contributions payable under Article 1 e) above. Upon receipt and approval of same the Union undertakes to request the ITF to renew the ITF Blue Certificate.

Article 7:

This Special Agreement shall be governed and construed with the Norwegian law.

Signed by:

Signed by:

**the Company/on behalf of the
Company who is duly authorized by
the owner of the Ship to sign on behalf**

**on behalf of affiliated unions
(FOC/ITF)**

Date_____

Place_____

SCHEDULE 1

Vessel	Flag
IMO No.	Official No.
Port of reg.	Date of reg.
Reg. tonnage (gross/net)	Eng. Power
Registered owner	
Beneficial owner	
Manager	
Agent	

SCHEDULE 2

Welfare fund USD 250 per position per year for special agreements signed in 2007 or later

TOTAL USD _____

Received.....Signed.....

ITF Offshore Continental Shelf/Flag State Jurisdiction Policy

1. "Maritime mobile offshore units" when operating within a foreign Continental Shelf State shall be covered by the legislation, regulations and collective bargaining agreements of the National Flag State.
2. The collective bargaining conditions of the National Flag State shall at least be substantially equivalent to those existing in the Continental Shelf State and the case of Flag of Convenience units, ITF policy is applied. All "units" shall also adhere to ILO Conventions and Recommendations applicable to seafarers and ships as well as to all applicable IMO Conventions, Codes and Resolutions.
3. If the continental shelf state has issued rules and regulations with regard to employment and social and economic conditions or there is a trade union policy requiring the use of local labour no ITF affiliate shall man the "unit" until negotiations have taken place between the ITF affiliates in the National Flag State and the Continental Shelf State.
4. During the negotiations mentioned above the general rule to be observed should require that the "maritime crew" be nationals or residents of the National Flag State or the Continental Shelf State and be members of an ITF seafarer affiliate. In those instances where the "unit" is operating under a Flag of Convenience the negotiating rights lie with the unions in the country of beneficial ownership.
5. The National Flag State and the Beneficial Ownership State affiliates respectively shall have the right to be present during all negotiations between the Continental Shelf State affiliates and the owner/operator/charter of a "unit" on the subject of the manning of the "unit".
6. It is important in this context that affiliates concerned keep each other and the ITF informed of all aspects and stages of negotiations. National Flag State/Continental Shelf State affiliates shall provide the ITF with copies of all relevant legislation, regulations and policy documents.
7. At any stage of the inter-union negotiations the ITF affiliates may call on the ITF to act initially as conciliator and ultimately, as provided for in the ITF constitution, as arbitrator.
8. Every effort shall be made by National Flag State/Continental Shelf State affiliates to secure an agreement with the owners, operator, and charter to return the unit to National Flag State affiliates under an ITF acceptable agreement.

APPENDIX B Wage scale North Europeans waters

APPENDIX C Wage scale Outside North European waters

Grievance Procedure

The parties have agreed to an amicable settlement of all disputes related to this model agreement between the companies and the seafarers.

As a result, it is agreed 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 public office without having exhausted first this grievance procedure.
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. The receipt of warning shall be confirmed in writing by the seafarer.
 - 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 are 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 20.
 - b) If the master considers 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, be given notice of termination (see article 20) 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 20

If the master decides to give the seafarer notice of termination, the seafarer shall be duly informed and receive the entitlements provided in Article 20.

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 NMU/ITF

NMU/ITF shall, before advising an appeal to be filed, request the Company's view.

* * * * *

Standard Form to be used for Board Hearings

In the year of the day of

a hearing was conducted on board

the vessel:

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 dismissals being considered, preferably citing the specific regulations which it is alleged were violated)

The following appeared to make a statement:

1.....

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

2.....

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

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

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

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

..... (name)

is to be dismissed

..... (name)

is summoned and informed of the decision

Any remarks by the dismissed seafarer:

Record of hearing read aloud and approved

.....captain/crew manager

Other members of the board

.....

name/position

name/position

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

Appendix 2

Notice of Dismissal

Name of seafarer:

Your are hereby dismissed from your employment on
..... (name of vessel)

with immediate effect and will sign off20.....

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

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.

Article 1

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

In case of injury that makes the seafarer permanently unfit for further service as a seafarer, he/she receives a compensation of USD 165 000.

If the seafarer dies, the surviving dependants (spouse, children or parents in this preferential order) will receive USD 165 000

If the seafarer is permanently unfit for further service as a seafarer (see

point 1 above), and has children under the age of 21 years that are supported by him/her, or he/she dies (point 2 above) leaves behind children under the age of 21 years, each child will receive a compensation of USD 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 Model agreements concluded between the Norwegian Shipowners' Association and Norwegian Maritime Unions, see this Model agreement article 13 and 14.

Article 3

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

Article 4

This Agreement is effective from the 1 May 2013 and will replace all earlier collective bargaining agreements and protocols regarding war and piracy attacks that have been established between the Norwegian Shipowners' Association and Norwegian Maritime Unions for foreign flag ships. This Agreement applies until further notice and can be terminated by 3 (three) months mutual notice.