

COLLECTIVE BARGAINING AGREEMENT

FOR

RUSSIAN SEAFARERS

BETWEEN

NORWEGIAN SHIPOWNERS' ASSOCIATION (NSA)

AND

**SEAFARERS' UNION OF RUSSIA
NORWEGIAN MARITIME OFFICERS' ASSOCIATION
NORWEGIAN UNION OF MARINE ENGINEERS
NORWEGIAN SEAFARERS' UNION**



ARTICLE 1 ENGAGEMENT, MUSTERING AND REPATRIATION EXPENSES.....	6
ARTICLE 2 WAGES.....	6
ARTICLE 3 BOARD AND LODGING	7
ARTICLE 4 DURATION OF SERVICE.....	7
ARTICLE 5 TERMINATION OF SERVICE IN EXCEPTIONAL CIRCUMSTANCES.....	7
ARTICLE 6 WORKING HOURS.....	8
ARTICLE 7 LEAVE AND HOLIDAYS.....	9
ARTICLE 8 COMPENSATION FOR PERSONAL EFFECTS.....	9
ARTICLE 9 SICKNESS AND INJURY.....	10
ARTICLE 10 COMPENSATION FOR DEATH AND DISABILITY.....	10
ARTICLE 11 WAR AND PIRACY RISK BONUS.....	11
ARTICLE 12 TRANSFER OF SEAFARERS.....	11
ARTICLE 13 JURISDICTION.....	11
ARTICLE 14 REGULATION CONCERNING THE APPLICATION OF SPECIAL PROVISIONS IN THE NORWEGIAN INTERNATIONAL SHIP REGISTER ACT.....	11
ARTICLE 15 STRIKES, LOCKOUTS AND SIMILAR REACTION.....	12
ARTICLE 16 DEDUCTION OF TARIFF FEE.....	12
ARTICLE 17 DEDUCTION OF TARIFF FEE (NIS).....	12
ARTICLE 18 JOINT ADMINISTRATION (NIS).....	12
ARTICLE 19 CONTRIBUTION TO TRAINING, UPGRADING AND EDUCATION PROJECT.....	13
ARTICLE 20 DURATION OF THE COLLECTIVE BARGAINING AGREEMENT.....	13
APPENDIX B.....	16
AGREEMENT ABOUT COMPENSATION IN CASE OF DISABILITY OR DEATH CAUSED BY WAR OR PIRACY ATTACK.....	16
APPENDIX C.....	18
EXTRACT FROM THE NORWEGIAN SHIP LABOUR ACT.....	18
GRIEVANCE PROCEDURE.....	20
ON BOARD COMPLAINT PROCEDURE.....	21
APPENDIX E.....	23
EXAMPLE OF FORM FOR CONSULTATIONS PRIOR TO DISMISSAL WITH NOTICE *.....	23
APPENDIX F.....	25
NOTICE OF DISMISSAL.....	25
NOTES TO THE WAGE SCALE FOR RUSSIAN SEAFARERS ON NIS VESSELS.....	26

COLLECTIVE BARGAINING AGREEMENT FOR RUSSIAN SEAFARERS

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

The 7 October 2014 meetings were held in Samara, Russia. The following organisations were present at the meeting:

Norwegian Shipowners' Association
represented by:

Jørgen Vatne
Pål Tangen

Seafarers' Union of Russia
represented by:

Alexander Krasnoshtan,
Vadim Ivanov, Nikolay
Popov, Andrey Knyazev
and Vyacheslav Anohin

Norwegian Maritime Officers' Association
represented by:

Bernhard Lie-Nielsen

Norwegian Union of Marine Engineers
represented by:

Haakon Eidset

Norwegian Seafarers' Union
represented by:

Johnny Hansen, Geir
Hagerupsen and Bjørn
Erik Kristoffersen

It was agreed and accepted between the above unions and The Norwegian Shipowners' Association (hereafter referred to as NSA) to revise the collective bargaining agreement for Russian seafarers on NIS vessels.

The terms and conditions in this collective bargaining agreement will be applicable to Russian seafarers who are members of Seafarers' Union of Russia (hereafter referred to as SUR), 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 SUR to become effective.

This agreement shall be binding with regard to Russian 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. For seafarers hired on these terms, however, these terms shall apply until their time of service has expired.

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BL *JW* *AK*

The parties to this agreement are aiming to have a clear understanding of each others 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.

Samara 7 October 2014

Norwegian Shipowners' Association

Jørgen Vatne

Seafarers' Union of Russia

Vadim Ivanov

Norwegian Maritime Officers' Association

Bernhard Lie-Nielsen

Norwegian Union of Marine Engineers

Haakon Eidset

Norwegian Seafarers' Union

Johnny Hansen

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 Moscow or St. Petersburg 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 domicile. If the seafarer however requests an early termination of the contract, the repatriation costs shall be paid by the seafarer.

The Company however, may 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, and the seafarer's account is kept in USD.

Officers are entitled to a seniority bonus after 12, 36 and 60 months of service on board, ref. Wage Scale, Appendix A and notes to Wage Scale. Service periods to count from 1 October 2002.

Seafarers are entitled to company bonus after 12 months service with the Company, ref. Wage Scale, Appendix A and notes to Wage Scale.

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

Neither the Company nor their representative in Russia will be responsible for the retention of personal income tax demanded by Russian 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.

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 with the Company, maximum 3 months are to be considered a probationary period which entitles the Company or its representative, i.e. the master of the vessel to terminate the contract by giving 14 days of written notice. If so, 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 domicile 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 domicile in Russia 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 domicile in Russia on the Company's account.
- c) The Company may terminate the employment contract on valid reason in accordance with Norwegian Ship Labour Act article 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 domicile in Russia. 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.

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.

If the seafarer's contract of employment is terminated due to changing of management for the vessel, the seafarer shall have no right to termination pay of one (1) month basic see point c) above, if he accepts to continue in service on board with the new manager as employer.

- 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 article 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 Working Hours

The normal working hours is 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.

The officers and ratings are liable to perform such other duties and services, which are necessary and directly related to trade, and the vessel concerned.

It is understood that overtime work will be performed at the direction of the Master or the Master's representative. Working hours to be registered every day, and the registration to be approved by the master or his representative at the end of the month.

Watch-keeping officers on 2-watch vessels participating in such watch system are paid an extra compensation for sea-watches as stipulated in the notes to the Wage Scale.

The crewmembers (ratings) are supposed to perform alternating service on deck and in the engine department whenever required. Compensation for such alternating service is stipulated in the wage scale.

The seafarers will be paid monthly wages for service on board which include a guaranteed or fixed overtime compensation.

For ratings, hourly overtime for service rendered in excess of the guaranteed hundred and three (103) 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 crewmembers are included in the basic wages.

The provisions in Norwegian Ship Labour Act article 9-4 regarding compensation for standby watches in port, are 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.

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

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

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

Article 7 Leave and Holidays

a) Leave

The seafarer shall be entitled to nine - 9 - days leave, extra leave included, with pay per month and pro rata. Leave pay for the total leave is stipulated in the wage scale. Subsistence allowance to be USD 13 per leave day, see wage scale.

b) Holidays

Public holidays to count as in Russia, i.e.:

1st and 2nd January, 7th January, 8th March, 1st May, 23rd February, 9th May, 12th June and 4th November.

On public holidays the seafarer must perform such duties which are necessary for the safety or navigation of the ship and related work that can not 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. The compensation may

be reduced on account of the seafarers own contributory negligence or fault and circumstances otherwise. The seafarer will be entitled to an additional compensation for necessary clothing in case of ship loss. The seafarer shall submit a signed statement specifying the items lost.

Article 9 Sickness and Injury

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

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

In the event of sickness or injury necessitating signing off, the seafarer is entitled to free travelling to the seafarers' place of domicile in Russia 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 the compensation mentioned in Article 5 c).

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

Article 10 Compensation for Death and Disability

a) Compensation for loss of life

In case of death of a seafarer while serving on board or while travelling to or from the vessel on Company's business or due to marine peril, the Company will pay to his immediate next of kin (wife, children or parents in this preferential order) a compensation of USD 90 000. In addition to the above the Company will also pay USD 18 000 to each of the seafarer's children under the age of eighteen, up to a maximum total of USD 72 000. Names of next of kin and children are to be declared at time of signing on.

b) Occupational disability compensation

If the seafarer due to no fault of his own meets with an occupational injury or disease while working on board or while travelling to or from the vessel on Company's business or due to marine peril 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 130 000 for officers and USD 105 000 for ratings.

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 11 War and Piracy Risk Bonus

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

The war and 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 war and piracy indemnity is attached as Appendix B. Officers/Seafarers who are entitled to compensation in accordance with the rules in Appendix B, 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 not 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 Article's 7 and 8.

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

The following provisions in the Norwegian Ship Labour Act article 3-1 (4), articles 3-3 to and including 3-8, article 4-2 3 section, article 4-6, first section letter a), article 5-1 second section, article 5-2 first section, 2. Point nr (2) and (3) article 5-3 second and third section

letter a) to and including letter d), article 5-4, article 5-6 second and fourth section, article 5-7, article 5-9, article 5-10, article 5-12, article 6-1 to and including 6-3, article 7-2, article 7-3, article 7-5 to and including 7-12, article 8-4 and chapter XI are excluded by the provisions mentioned above, and shall not be applicable to the contracts of engagement which are established with reference to this agreement.

Article 15
Strikes, Lockouts and Similar Reaction

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

Article 16
Deduction of Tariff Fee

The Company shall each month deduct from the wages of all seafarers in positions covered by this collective bargaining agreement a tariff fee of 2 % of total wages.

Deduction of such fees does not lead to the seafarer automatically becoming a member of SUR. Membership in SUR is valid from the date when registration is made. For SUR-members the deduction is regarded as deduction of union dues.

The Company shall at least once per quarter pay in the fee together with a statement of how much has been contributed from each seafarer. The statement shall also include name, date of birth of the employee from whom the deduction has been made, and the name of the vessel he is serving on.

The tariff fee shall be remitted to bank account no.: 9001.06.16262, Bank 1, Oslo, Swift code: LABANOKK, IBAN NO37 9001 0616 262.

Article 17
Deduction of Tariff fee (NIS)

The Company shall each month deduct a tariff fee from the wages of each seafarer in a position covered by this NIS CBA. The monthly fee shall be:

USD 10 for all positions

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 18
Joint Administration (NIS)

The Company shall each month contribute USD 38 per Russian Officer and Rating to the Joint Administration. This contribution replaces Tariff Fee to 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 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 refunded for prepaid periods when a vessel is no longer covered by a NIS CBA.

The Joint Administration (NIS) has:
Address: P.B. 2000 Vika, 0125 Oslo
Telephone: +47 22 00 55 00
Fax: +47 22 00 55 05
E-mail: is@sjoooff.no or eora@sjomannsunion.no

Bank account details:
Bank 1 Oslo AS, P.B. 778 Sentrum, 0106 Oslo
Account: 9001 11 46383
Iban: NO90 9001 1146 383
SWIFT: LABANOKK"

Article 19
Contribution to Training, Upgrading and Education Project

In order to secure a sufficient and satisfactory recruitment of the Russian Seafarers, the parties have agreed to establish an Education Project for Russian seafarers serving on vessels owned, controlled, operated or managed by members of the NSA.

The Project shall be administered by NSA and the further statutes for the Project shall be given by NSA Board of Directors. The union parties shall be informed about the statutes, and all and any later amendments of these statutes.

NSA will appoint a Steering Committee with representatives from the Member Companies employing Russian seafarers and officers. SUR and the Norwegian Maritime Unions have the right to be represented in the Steering Committee with one representative each (totally two (2) representatives). The Company shall make monthly contributions of USD 20 per officers and ratings to the Project. The contributions shall be remitted every 3rd month to NSA's bank account (number to be informed).

Article 20
Duration of the Collective Bargaining Agreement

This agreement shall be effective from 1 January 2015 until 31 December 2016 and further if a request for termination not is given neither by the NSA nor by the SUR or the Norwegian Unions with 3 months written notice. A notice given by the unions, the SUR and the Norwegian Maritime Unions, should be agreed upon and signed by both the SUR and the Norwegian Maritime Unions.

Samara, 7 October 2014

Norwegian Shipowners' Association

Seafarers' Union of Russia

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

WAGE SCALE FOR RUSSIAN SEAFARERS ON NIS VESSELS

Valid from 1 January 2015

1. Dry cargo ships

	Basic Wage	Fixed O/T	Leave 9 days	Subsist	Tanker bonus	First 12 months	13 - 36 months	37 - 60 months	Over 60 months	O.time per h.	Seniority
Master	2 755	1 653	826	117		5 351	5 551	5 751	5 951		200
Chief Officer	1 910	1 127	573	117		3 727	3 877	4 027	4 177		150
2nd Officer	1 417	836	425	117		2 796	2 871	2 946	3 021		75
3rd Officer	1 272	687	381	117		2 457	2 532	2 607	2 682		75
Radio Officer	1 417	765	425	117		2 725	2 800	2 875	2 950		75
Chief Steward	1 417	765	425	117		2 725	2 800	2 875	2 950		75
Chief Engineer	2 638	1 557	792	117		5 104	5 279	5 454	5 629		175
Chief Engineer, 2nd cl.	2 268	1 338	681	117		4 404	4 554	4 704	4 854		150
2nd Engineer	1 910	1 127	573	117		3 727	3 877	4 027	4 177		150
3rd Engineer	1 417	765	425	117		2 725	2 800	2 875	2 950		75
4th Engineer	1 212	655	364	117		2 347	2 422	2 497	2 572		75
Electrical Engineer	1 417	765	425	117		2 725	2 825	2 925	3 025		100
Junior deck officer	1 056	390	317	117		1 880					
Junior engineer officer	1 056	390	317	117		1 880					
	Basic Wage	Guar. over. 103 h.	Leave 9 days	Subsist	Tanker bonus	Total				O.time per h.	Company bonus
Bosun/Chief Cook/ Fitter/Pumpman/ Carpenter	832	619	250	117		1 818				6,01	40
AB, Motorman, 2. Cook	744	554	223	117		1 638				5,38	40
OS, Wiper, Messman	559	416	168	117		1 259				4,04	20
Deck/Engineer cadet	272	203	82	117		673				1,97	20

2. Tankers, Chemical Tankers, Gas Tankers and OBO carriers when carrying oil.

	Basic Wage	Fixed O/T	Leave 9 days	Subsist	Tanker bonus	First 12 months	13 - 36 months	37 - 60 months	Over 60 months	O.time per h.	Seniority
Master	2 755	1 653	826	117	275	5 626	5 826	6 026	6 226		200
Chief Officer	1 910	1 127	573	117	191	3 918	4 068	4 218	4 368		150
2nd Officer	1 417	836	425	117	142	2 937	3 012	3 087	3 162		75
3rd Officer	1 272	687	381	117	127	2 584	2 659	2 734	2 809		75
Radio Officer	1 417	765	425	117	142	2 866	2 941	3 016	3 091		75
Chief Steward	1 417	765	425	117	142	2 866	2 941	3 016	3 091		75
Chief Engineer	2 638	1 557	792	117	264	5 368	5 543	5 718	5 893		175
Chief Engineer, 2nd cl.	2 268	1 338	681	117	227	4 631	4 781	4 931	5 081		150
2nd Engineer	1 910	1 127	573	117	191	3 918	4 068	4 218	4 368		150
3rd Engineer	1 417	765	425	117	142	2 866	2 941	3 016	3 091		75
4th Engineer	1 212	655	364	117	121	2 469	2 544	2 619	2 694		75
Electrical Engineer	1 417	765	425	117	142	2 866	2 966	3 066	3 166		100
Junior deck officer	1 056	390	317	117	106	1 986					
Junior engineer officer	1 056	390	317	117	106	1 986					
	Basic Wage	Guar. over. 103 h.	Leave 9 days	Subsist	Tanker bonus	Total				O.time per h.	Company bonus
Bosun/Chief Cook/ Fitter/Pumpman/ Carpenter	832	619	250	117	83	1 901				6,01	40
AB, Motorman, 2. Cook	744	554	223	117	74	1 712				5,38	40
OS, Wiper, Messman	559	416	168	117	56	1 315				4,04	20
Deck/Engineer cadet	272	203	82	117	27	701				1,97	20

Addendums to Article 18

Education and Development Fund - contributions to the Norwegian officers unions (FENSO)

One third of the contribution (Education and development Fund) to be used by the NSA and the FENSO to common projects.

Appendix B

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:

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 Russian and Norwegian Unions, see the NIS agreement article 10 and the Model agreement article 10 A and 10 B.

Article 3

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

Article 4

This Agreement is effective from the 9 December 2009 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 Russian and Norwegian Unions for NIS and foreign flag ships for Russian officers and Russian ratings. This Agreement applies until further notice and can be terminated by 3 (three) months mutual notice.

Oslo 9 December 2009

Norwegian Shipowners' Association

Norwegian Maritime Unions

Seafarers Union of Russia

Appendix C

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 Seamans Act art. 15 are examples of gross breach of duty or serious breach of contract of employment:

- a) is incompetent for the service for which he was engaged;
- b) deliberately or negligently fails to come on board at the right time, and the ship must leave, or another person has to be taken on in his 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, 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 D

Grievance Procedure

The Company and SUR 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 Company and SUR 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 Russia 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. 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 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.

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 through 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 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):
to be advised and assisted on their complaint.

2. 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 to the Seafarer's Superior Office 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/Ship owner, 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 /Ship owner's view or the opinion of the Employer Association that is party to the collective agreement before an appeal is made to the relevant authorities or a court of justice.

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

* * * * *

Example of form for consultations prior to dismissal with notice *

In the year of the day of

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

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 letters' own words)

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

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

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

..... (name) is to dismissed in accordance with Article 15-4 (or Article 5-6 (1)) of the Norwegian Ship Labour Act. of the Norwegian Seamen's Act.

..... (name) is summoned and informed of the decision.

Any remarks by the dismissed seafarer:.....

Record of hearing read aloud and approved

..... captain/crew manager

Other members of the board

.....
 name/position name/position

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

* Article 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 F

Notice of dismissal

Name of seafarer:

Your are hereby dismissed from your employment on

..... (name of vessel)

with immediate effect and will sign off .../...20...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 of Seafarer

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

Notes to the Wage Scale for Russian Seafarers on NIS vessels

1. Seniority Bonus for Officers 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. The Number of months are defined as the number of months on board the vessel. Service periods to count only from 1 October 2002.
2. Watch-keeping officers on 2-watch vessels participating in such watch system are paid an extra compensation for sea-watches of USD 350 per month.
3. Tanker Bonus applicable on Tankers, Chemical Tankers, Gas Tankers and OBO carriers when carrying oil.
4. Company Bonus
Company bonus to be paid after 12 months of service with the Company. Company bonus to be USD 40 per month to bosun, chief cook, fitter, pumpman, carpenter, able seaman, motorman and 2 cook. For all other ratings the Company bonus will be USD 20.
5. Total pay for a Russian Able Seaman:

Basic wage		744
Leave pay	9 days	223
Overtime	103 hours	554
Tanker bonus		74
Subsistence		117
Seniority		40
Payable wage		1752

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