

COLLECTIVE BARGAINING AGREEMENT

FOR

LITHUANIAN SEAFARERS ON NIS VESSELS

BETWEEN

NORWEGIAN SHIOWNERS' ASSOCIATION

AND

**LITHUANIAN SEAMEN'S UNION
NORWEGIAN MARITIME OFFICERS' ASSOCIATION
NORWEGIAN UNION OF MARINE ENGINEERS
NORWEGIAN SEAFARERS' UNION**

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COLLECTIVE BARGAINING AGREEMENT FOR LITHUANIAN SEAFARERS SERVING ON NIS VESSELS

On 8 January 2009 a meeting was held in Klaipeda, Lithuania concerning the renegotiations of the agreement for Lithuanian seafarers serving on NIS vessels:

Norwegian Shipowners' Association (NSA),
represented by: Edith Midelfart, Svein Syre

Lithuanian Seamen's Union (LSU),
represented by Petras Bekeza, Andrey Chernov,
Vygandas Chiyunskas

Norwegian Maritime Officers' Association (NMOA),
represented by: Bernhard Lie-Nielsen

Norwegian Union of Marine Engineers (NUME),
represented by: Bernhard Lie-Nielsen

Norwegian Seafarers' Union (NSU),
represented by: Line Heimstad

The terms and conditions in this collective bargaining agreement will be applicable to Lithuanian seafarers who are members of LSU, serving on board vessels which are registered in the NIS and enrolled with the Norwegian Shipowners' Association. Any deviation from this agreement with the Company's vessels shall require the explicit acceptance of the Norwegian Shipowners' Association and the Unions involved becoming effective.

This agreement shall be binding with regard to Lithuanian 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. This 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.

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 Norwegian Shipowners' Association and the Unions. In order to achieve this and in the interest of all concerned, the following conditions are drawn up and agreed upon between the Norwegian Shipowners' Association and the Unions.

Klaipeda, 8 January 2009

Norwegian Shipowners' Association

Lithuanian Seamen's Union

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

Article 1A

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 the seafarer's place of residence in Lithuania 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 seafarer's place of residence in Lithuania. 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 Company's account.

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

Article 1B

Company

The word "Company" in this agreement shall be defined as the Company which owns or operates the vessel and is named in the employment contract as the employer.

Change of Employer

If the seafarer is employed by a Company which operates the vessel, the seafarer shall accept that the owners of the vessel take over as his employer for his remaining period of service (see Article 4). Provided, however;

1. That the previous employer or the new employer (the owners of the vessel) settles all accounts due to him under his original employment contract.
2. That the new employer (the owners) declares in a written statement to take over all responsibility from the previous employer. The statement shall be addressed to the manning agent, LSU and the seafarer.

The crewing agent used by the new employer (the owners) shall issue a similar written statement that he takes over as representative for the employer and assumes all responsibility towards the seafarer.

Change of Crew Agent

If the Company should make a change of crewing agency in Lithuania, the seafarer shall continue in service with the Company provided his account is settled for the period served with the first agency and provided the second agency declares in a written statement to the LSU and the seafarer that it takes on all responsibilities on behalf of the Company towards the seafarer from the first agency.

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. Any transfer of money will be in USD.

Wages accrues from and including the day the seafarer commences service on board. If he has to travel from Klaipeda in order to take up service on board, basic wages accrues from the day of departure from Klaipeda 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. However, the seafarer is entitled to his accumulated leave pay when signing off/completion of service on board.

Neither the Company nor their representative in Lithuania will be responsible for the retention of personal income tax demanded by the Lithuanian law.

Seniority Bonus is given according to the following rules:

- Service in the same position on NIS-ships when employed by the same Company
- Service in the same position on ships under other flags when employed by the same Company.
- Seniority bonus shall be based on the current position of the officer. Numbers of months are defined as number of months on board the vessel. For seafarers on terminable contracts both sea service and leave will count.

The bonus is included in the wage scale.

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 plus/minus one month, or for a shorter period if the Company so prefers.

The first period of service with the company, maximum 3 months, are to be considered a probationary period which gives the Company or its representative, i.e. the master of the vessel to terminate the contract by giving 14 days of written notice. If the notice is given by the Company, the repatriation cost shall be to the Company's account.

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

Article 5 Termination of Service in Exceptional Circumstances

- a) In the event of sale, laying-up, or lengthy stay in a repair yard, the Company may terminate the service. The seafarer is then entitled to pay up to and including the day of signing-off plus one (1) month's basic wages and repatriation to the seafarer's place of residence in Lithuania 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 seafarer's place of residence in Lithuania 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 seafarer's place of residence in Lithuania on the Company's account.
- c) The Company may terminate the employment contract on valid reasons prior to the agreed period of duration, ref. Article 4, provided the seafarer is paid one (1) month's basic wages and repatriation to the seafarer's place of residence in Lithuania. The Company may always terminate the contract of employment if the seafarer becomes ill or injured and has to sign off the vessel, ref. Article 9.
- 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 who is incompetent for service, neglects to meet on board at appropriate time, commits himself to disobedience, violent behaviour, abuse of narcotics and alcohol etc., ref. the Norwegian Seamen's Act Article 15. The repatriation cost will be for the seafarer's account and he may be held responsible for expenses and damages caused by such breaches of rules and regulations, ref. the Norwegian Seamen's Act Article 39.

Article 6 Working Hours

The normal working hours is 8 hours per day Monday to Friday and 4 hours on Saturday. 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 with USD 350 per month.

The crew members (ratings) are supposed to perform alternating service on deck and in the engine department whenever required at Company's option. 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 eighty-five (85) hours overtime shall be paid according to the rates in the wage scale.

The compensation for UMS (Unmanned Machinery Space)-watches for marine engineers and standby watches for all crew members are included in the basic wages.

The provisions in Article 44 in the Norwegian Seamen's Act concerning 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 70 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 periods. For watch-keepers the rest period can be reduced to 6 hours provided no such reduction is maintained over a period of more than 48 hours, and provided a total rest period of 70 hours per any period of 7 days.

Exemption from these rules are allowed in situations of distress, emergency, boat-drill and other overriding operational conditions (see ILO convention 180, STCW 95 and EU directive 63/1999)

The existence of potential danger shall be determined solely by the Master.

The following services will not be considered as overtime, even if performed at the initial weekly working hours on Saturdays, Sundays or public holidays:

- a) All types of emergency work for the safety of the vessel, crew and cargo.
- b) Fire boat drills.
- c) Assistance to ships in distress.

- d) Relieving watches in navigation during meal times.
- e) Any work necessary in compliance with Public Health, Police, Customers regulations.
- f) The maintenance of cleanliness of their cabin by members of the crew.

Article 7 Leave and Holidays

a) Leave

The seafarer shall be entitled to ten (10) days leave with pay per month and pro rata. Leave pay is stipulated in the wage scale, see Appendix A. Subsistence allowance is included in the wage scale with USD 9 per day leave.

b) Holidays

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

New Year's Day, Lithuanian Independence day (16th of February), Restoration of Lithuania Independence (11th of March), Easter Sunday, Easter Monday, Labours Day (1st of May), Mothers' Day (First Sunday of May), Fathers' Day (First Sunday of June), Rasos/Joniniu (24th June) State Holiday – Mindaugas Coronation Day (6th of July), Assumption (15th of August), All Saints' Day (1st of November), Christmas Days (25th and 26th of December), Boxing Day (26th of December)

On public holidays the seaman 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, see the Norwegian Seamen's Act, Article 18. The seafarer shall submit a signed statement specifying the items lost.

Article 9A Sickness and Injury

a. 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 16 weeks 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 place of residence on the Company's account.

The seafarer is entitled to sick pay (pay according to basic wage) for up to 2 months 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 Seamen's Act, Article 27.

b. If the seafarer is covered by the provisions in the Norwegian or Lithuanian National Social Security System, she/he shall not in addition be entitled to the benefits provided for in point a in this article.

Article 9B 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 circumstance be hazardous - at the first port of call;
- c) the seafarer shall be entitled to basic wage for the remaining period of her employment contract - maximum 100 day basic wage. If she is entitled to sick pay this pregnancy payment is excluded
- d) The contract shall be considered as terminated when the seafarer signs off but she shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child such a vacancy should be available.

Article 10 Compensation for Death and Disability

a) Compensation for loss of life

In the event 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 (spouse, children or parents in this preferential order) a compensation of USD 82 500. In addition to the above the Company will also pay USD 16 500 to each of the seafarer's children under the age of eighteen, up to a maximum total of USD 66 000 (4 children). 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 100 000 for ratings and cadets, and USD 120 000 for officers.

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.

d) Exemptions

If the seafarer is covered by the provisions in the Norwegian or Lithuanian National Social Security System, she/he shall not in addition be entitled to the benefits provided for in point a to c in this article.

**Article 11
War Risk Bonus**

War risk bonus will accrue and expire from the same dates as for similar agreements for seafarers between Norwegian Shipowners' Association (NSA) and the Norwegian Trade Unions.

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

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

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

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

Article 15
Strikes, Lockouts and Similar Reaction

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

Article 16
Drug and Alcohol Test

The seafarer shall consent to submit to drug and alcohol testing prior to the signing of contract of employment and shall also agree to submit to random testing for drugs and alcohol at any time during the period of employment when so requested by the Master or by other authority. The testing should be in accordance with guidelines from Norwegian authorities.

Article 17
Deduction of Union Dues to LSU

The Company shall each month deduct union dues from the wages of all seafarers in positions covered by this collective bargaining agreement, with 1 (one) percent of total monthly wage, and remit same to the Lithuanian Seafarers' Union.

The union dues shall be remitted to bank account no: 9001.06.49187, Bank 1, Oslo. Iban: NO67 9001.06.49187, SWIFT code: LABANOKK

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

Article 18
Joint Administration (NIS)

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 (NMOA/NUME) and Administration fee (NSA).

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

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

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

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

The Joint Administration (NIS) has:

address: P.B 2000 Vika, 0125 Oslo

telephone: +47 22 00 55 00

fax: +47 22 00 55 05

email: ellen.barlindhaug@sjoeff.no or eora@sjomannsunion.no

bank account details:

Bank 1 Oslo AS, PB 778 Sentrum, 0106 Oslo

Account: 9001 11 46383

Iban: NO90 9001 1146 383

SWIFT: LABANOKK

Article 19 **Duration of the Collective Bargaining Agreement**

This agreement shall be effective from 1st January 2009 to 31 December 2010, and further if a request for termination is given neither by the Norwegian Shipowners' Association nor by the LSU and the Norwegian Maritime Unions with 3 months written notice. A notice given by the four unions, the LSU and the Norwegian Maritime Unions should be agreed upon and signed by all four unions.

Due to the special situation, with reference to the turbulent international economic market, the parties shall meet again in June 2009 for an evaluation of the agreement.

Discussions regarding revision of this CBA shall start before 1st November 2010.

Klaipeda, 8 January 2009

Norwegian Shipowners' Association

Lithuanian Seamen's Union

Norwegian Maritime Officers' Association

Norwegian Union of Marine Engineers

Norwegian Seafarers' Union

Addendum to Article 18

Education and Development Fund

One third of the Education and development Fund to be used by the Norwegian Shipowners' Association and the FENSO to common projects.

Notes to the Wage Scale for Lithuanian Officers and Seafarers

1. 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.
2. Tanker Bonus applicable on Tankers, Chemical Tankers, Gas Tankers and OBO carriers when carrying oil.
3. Alternating bonus for ratings, USD 15 per month, is included in the wage scale.
4. Subsistence for each day of leave, see article 7 litra a) with USD 9 per leave day (total per month for 10 leave days = USD 90).
5. Wage calculation AB:

Calculation AB	USD
Basic wage	632
Leave pay	211
Tanker bonus	63
Overtime	388
Alternating service	15
Subsistence	90
Seniority	30
Payable wage	1429
Mustering	10
NMD requirements	50
IMO requirements	33
Wage Guarantee	20
TOTAL COST	1542

Seniority bonus with USD 30 per month, see wage scale

Agreement about war indemnity

Comprehending physical or mental injuries that befall an Lithuanian seafarer employed on a Norwegian vessel registered in the Norwegian International Ship Register, on board or ashore, caused by war in the area where the ship is sailing, or damages caused by war on the seafarer's travel on and off the ship.

(Ref. § 10 Crew-liability in General conditions for war risk insurance of vessels, and § 16. The war risk area in connection with insurance against war risks, in the Norwegian Marine Insurance Plan. Addition made 7.9.83.)

Article 1

The following conditions are to apply to this insurance for injuries caused by war:

1. By disablement that makes the seaman unfit for service on board, he receives 30G (G = basic amount in the Norwegian National Insurance) in compensation.
2. If the seaman dies, the surviving dependants (husband/wife, children or parents in the mentioned preferential order) will receive 30G, the basic amount in the Norwegian National Insurance, in compensation.
3. If the seaman is totally disabled (cfr. point 1), and he supports children under the age of 18, or he dies (cfr. point 2) and he leaves behind children under 18 years, each child will receive a compensation of 6G (the basic amount in the Norwegian National Insurance).

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. However, officers/seafarers who are entitled to the compensation mentioned in article 1 above, are not entitled to any compensation in accordance with article 10 of this CBA. see also article 11 of the CBA.

Article 3

This agreement is an agreement for Lithuanian seafarers and officers serving on vessels registered in the Norwegian International Ship Register provided the vessel is enlisted in the Norwegian Shipowners' Association and the Norwegian Shipowners' Mutual War Risks Insurance Association. The agreement is subject to Norwegian laws and Norwegian courts of law.

This agreement will come into force the 1 April 1998 and will be in force until further notice, and it can be terminated by 3 months' mutual term of notice.

Extract from the Norwegian Seamen's Act

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

1. A seaman may also depart from service on board if:
 - a) the ship is not in a seaworthy condition for the voyage, or the crew's accommodation is unhealthy and the master fails to take steps to remedy the defects,
 - b) the master fails to comply with a demand for a seaworthiness examination presented in pursuance of § 42,
 - c) he has been ill-treated on board and the master has failed to protect when requested to do so,
 - d) the ship loses the right to fly the Norwegian flag,
 - e) (repealed by Act of 31 May 1985)
 - f) he is employed for a specified voyage, and the voyage is altered substantially,
 - g) after he starts on board it appears that the ship risks being seized by a belligerent power or exposed to war damage, or that such risk has increased considerably,
 - h) after he starts onboard it appears that a violent epidemic disease has broken out in the port for which the ship is bound.

In the cases mentioned under litre (f-h) of the first paragraph of subsection 1, the seaman may take his departure with immediate effect if the voyage has not yet commenced, or otherwise at the ship's first port of call after he has become aware of the situation.

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

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

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

1. A seaman may be dismissed if he:
 - a) is incompetent for the service for which he was engaged;
 - b) deliberately or negligently fails to come on board at the right time, and the ship must leave, or another person has to be taken on in his place;
 - c) is guilty of gross violation of his duties, such as repeated disobedience, violent behaviour, ill-treatment of other persons on board, repeated intoxication during services or abuse of narcotics;
 - d) is guilty of theft or any other serious felony, exposes the ship to serious inconvenience by concealing another person on board, or conceals on board dutiable goods or goods which may not be exported from the port of departure or may be imported into the port of destination;
 - e) brings narcotics or other dangerous toxic substances on board;
 - f) brings a dispute concerning the employment relationship before a foreign authority.
2. The seaman shall not be entitled to wages for any longer than the period for which he has served. The seaman shall nevertheless be entitled to wages in pursuance of § 28, subsection 2, if he is occupationally disabled at the time of the dismissal because of illness or injury.

Standard form to be used for on board hearings

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 latter's own words)

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

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

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

..... (name) is to dismissed in accordance with Article 15 of the Norwegian Seamen's Act.

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

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

Record of hearing read aloud and approved

..... captain/crew manager

Other members of the board

.....	
name/position	name/position

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

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

Norwegian Seafarers' Union,

P.O. Box 2000 Vika, 0125 OSLO, Norway.

Tel: +47 22 82 58 00, Fax +47 22 42 30 56 +47 22 33 66 18

E-mail: firmapost@sjomannsunion.no

Norwegian Union Of Marine Engineers,

P.O. Box 2000 Vika, 0125 OSLO, Norway

Tel: +47 24 14 83 70 Fax +47 24 14 83 80

E-mail: post@dnmf.no

Norwegian Maritime Officers' Association,

P.O. Box 2000 Vika, 0125 OSLO, Norway.

Tel: + 47 22 00 55 00 Fax: + 47 22 00 55 01

E-mail: oslo@sjooff.no

Lithuanian Seamen's Union,

Vilties str. 6-5, LT 92231 Klaipeda, Lithuania

Tel: + 370 46 410 447, Fax + 370 46 410 447

E-mail: aleknagy@taka.lt , andreyc@taka.lt

Norwegian Shipowners' Association

P.O. Box 1452 Vika, 0116 Oslo, Norway

Tel: +47 22 40 15 00 Fax: +47 22 40 15 15

E-mail: post@rederi.no