

MTWTU “TCC” Collective Fleet Agreement

between

**MARINE BUREAU LTD,
ACTING AS CREWING AGENT ON BEHALF OF
EMARY SHIPPING CO LTD, MALTA**
(hereinafter called “Company”)

and

**MARINE TRANSPORT WORKERS’
TRADE UNION OF UKRAINE**
(hereinafter called “Union”)

an affiliated Union of the International Transport Workers’ Federation (ITF), London

Article 1A

Engagement, Mustering and Repatriation Expenses

This Collective Agreement sets out the standard terms and conditions applicable to seafarers serving on board a vessel covered by this Agreement through adoption of this Collective Agreement by an ITF Special Agreement. This Agreement is applicable and of full force and effect whether or not the Company has entered into individual contracts of employment with any seafarer.

The ITF Special Agreement requires the Company to employ the seafarers on the terms and conditions of this Agreement, and to enter into individual contracts of employment with each seafarer, incorporating the terms and conditions of the Collective Agreement. The Company have further agreed with the Union to comply with all the terms and conditions of this Collective Agreement.

A Seafarer to whom this Collective Agreement is applicable shall be covered by the Agreement with effect from the date on which he is engaged or the date from which the Special Agreement is effective as applicable, whether he has signed articles or not, until the date on which he signs off and or the date until which, in accordance with this Collective Agreement, the Company is liable for the payment of wages, whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in the Collective Agreement.

The Company shall be entitled to require that any seafarer shall have a satisfactory pre-employment medical examination, at Company expense, by a Company nominated doctor and that the seafarer answer faithfully any questionnaire on his state of health, which may be required. Failure to do so may affect the seafarer's entitlement to compensation as per Articles 9A-9D, 10A, 10B. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination.

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 Odessa or Kiev 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 hometown.

The company to ensure that the standards laid down in the MLC are met.

Article 1B

Company

The word "Company" in this Agreement shall be defined as EMARY SHIPPING CO LTD, MALTA, which owns the vessel listed in Appendix A 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, MTWTU 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 Ukraine, 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 MTWTU 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 (Appendix B). The wages are stipulated in USD, and the seafarer's account is kept in USD.

Wages accrues from and including the day the seafarer commences service on board. If he has to travel from Ukraine in order to take up service on board, basic wages accrues from the day of departure from Ukraine 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 which should be transferred to seafarer's personal deposit card. 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 representatives/agents in Ukraine will be responsible for the retention of personal income tax demanded by Ukrainian 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.

The free board and lodging on board the vessel should include:

- a) sufficient food of good quality
- b) accommodation of adequate size and standard
- c) one mattress and at least one pillow, three blankets, two sheets one pillow-case and two towels. The sheets, pillow-case and towels shall be changed at least once a week
- d) necessary cutlery and crockery
- e) laundry facilities
- f) recreational facilities in accordance with ILO Recommendation no 138 (1970)

In addition the Company shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment mentioned in sub-paragraphs (c), (d) and (e) above shall be of good quality.

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, provided however the Article.5(g) is not applicable

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) A Seafarer may terminate his employment by giving one month's notice of termination to the Company or the Master of the ship, either in writing or verbally in the presence of a witness. Repatriation expenses will be to the seafarers account.

The Company may, however, consider special request of early termination of the contract of employment based on compassionate grounds, such as in cases of the death or serious illness of spouse, children or parents. The

repatriation costs will be to the seafarer's account, but the Company will on request from the Union share or cover such expenses.

b) 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 two (2) month's basic wages and repatriation to the seafarers place of domicile in Ukraine 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 two (2) month's basic wages and repatriation to the seafarers place of domicile in Ukraine 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 for thirty (30) days from date of repatriation.

c) The seafarer is entitled to terminate his employment contract immediately if the vessel is certified substandard in the relation to the provisions of Chapter 1, Regulation 19, of the Safety of Life at Sea Convention (SOLAS) 1974 (Annex 4) or substandard in relation to ILO Convention no 147, 1976 Minimum Standards in Merchant Ships. In any event a ship shall also be regarded as substandard if it is not in possession of one or more of the certificates required under Chapter I Regulations 12 and 13 of SOLAS or ILO Convention 147. The seafarer is then entitled to basic wage up to and including the day of signing off, plus two (2) month's basic wage and repatriation to the seafarers place of domicile in Ukraine on the Company's account.

d) The Company may terminate the employment contract prior to the agreed period of duration, ref. Article 4, provided the seafarer is paid two (2) month's basic wages and repatriation expenses to the seafarers place of domicile in Ukraine.

The Company may always terminate the contract of employment if the seafarer becomes ill or injured and has to sign off the vessel. The seafarer will then have a right to sick pay, ref. Article 10, and to coverage of repatriation expenses, but no right to termination pay.

e) A seafarer who has served the agreed contract period, ref. Article 4 will not be entitled to termination pay of two (2) month's basic wages as mentioned in point b) to d) above.

A seafarer who is offered to continue in service on another vessel within one month, is not entitled to termination pay of two (2) month's basic wages.

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

g) The Company or its representative may within the contract period, 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 provided the Grievance Procedure, see Article 6, are complied with. The repatriation cost will be for the seafarer's account, provided he has not earned his entitlement to coverage of repatriation cost before he was dismissed.

The Seafarer may as a consequence of his gross breach of contract be held liable for any damages incurred as a result of his actions with a subsequent right for the Company to wage deduction, see Article 2.

Article 6A 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 of USD 350 per month as stipulated in the notes to the Wage Scale.

The crew members (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.

Work done by Officers in excess of normal working hours shall be paid in accordance with Column "Overtime Pay" in the Wage Scale (Appendix B).

For ratings, hourly overtime for service rendered in excess of the guaranteed one 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.

Compensation for shore watches (stop turn) is covered by the basic wage.

The 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 period. For watchkeepers the rest period can be reduced to 6 hours provided no such reduction is maintained over a period of more than 48 hours and provided a total rest period of 70 hours per any period of 7 days

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

Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers and crew, of which the Master shall be the sole judge, or for safety boat drill, or work required to give assistance to other ships or persons in immediate peril, shall not count for overtime payment.

Overtime compensation will not be paid for the following service even if performed past the initial 8 hours or on Sundays or public holidays:

- a. All types of emergency work for the safety of the vessel, crew and cargo
- b. Turning and relieving of watches
- c. Fire and boat drills
- d. Inspection of quarters for cleanliness
- e. Taking sights of officers
- f. Preparation of payroll.

Article 6B Manning

- a) The ship shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a three-watch system whenever required, but allow the Company to implement some degree of flexibility to meet operational contingencies. However, the ship shall in no case be manned at a lower level than the vessel's safety manning certificate.
- b) If the whole or part of a voyage is carried out with a smaller crew than was presupposed or if the number of fit members of the crew falls during the voyage, the wages thereby saved during the time the ship is at sea shall be distributed evenly among the members of the reduced group of crew. Any increased expenses by way of overtime payments for extra work at sea shall be deducted from the saved wages to be distributed. The catering personnel shall also be entitled, pursuant to corresponding rules, to share in the wages saved while the ship is in port.

Article 6C Cargo Handling

The ITF Special Agreement to be signed for each vessel listed in Appendix A, shall provide arrangements for cargo handling and other work traditionally or historically done by dockworkers.

Compensation to the crew for such work performed during normal working week shall be by the payment of the overtime rate as specified in Appendix C, the wage scale, for each hour or part of an hour that such work is

performed, in addition to the basic wage. Any such work performed outside the normal working week will be compensated at double the overtime rate as specified in Appendix C the wage scale for each hour or part of an hour that such work is performed.

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 is included in the wage scale with USD 13 per leave day.

b) Holidays

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

1st January, 7th January, 8th March, Orthodox Easter Monday (one day - variable), 1st and 2nd May, 9th May, Orthodox St.Trinity Monday (one day – variable), 28th June, 24th August, 14th October The Defender of Ukraine Day.

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 which includes cash up to USD 300. The seafarer shall submit a signed statement specifying the items lost. The compensation may be reduced on account of the seafarer's 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 Company shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin to place of their place of domicile.

Article 9A Medical treatment

While serving on board a sick or injured seafarer is entitled to treatment at the Company's expense.

A seafarer who is discharged owing to sickness or injury incurred before the expiry of his service period, shall be entitled to medical attention including hospitalisation at the Company's expense for up to 130 days. If the seafarer is discharged owing to an occupational injury incurred before the expiry of his service period, he shall be entitled to medical attention including hospitalisation at the Company's expense until he has been declared fit to work by authorised physician or until the sickness or incapacity has been declared to be of a permanent character. The entitlements are subject to a verification by a physician authorised by the Norwegian authorities.

The Company is not responsible for conservative dental treatment.

In the event of sickness or injury necessitating signing off, the seafarer is entitled to travel to his place of domicile in Ukraine at the Company's expense.

During the period of employment or at the time of signing off, the Company or its representative may request the seafarer to submit for a medical examination at the Company's expense.

Article 9B Sick pay

When a seafarer is signed off and has his/her employment contract terminated (ref. Art. 5) due to sickness or injury, seafarer shall be entitled to sick pay at a rate of basic wage while the seafarer remains sick for up to 130 days, provided the sickness or the injury is verified by written statement from an authorised physician. However, in the case of injury, the sick pay shall be paid until the seafarer has been declared fit to work by authorised physician or until the incapacity has been declared of a permanent character so as to entitle the seafarer to a disability compensation in accordance with Article 13 below.

Proof of continued entitlement to sick pay shall be by submission of satisfactory medical certificates issued by a physician authorised by the Ukrainian or Norwegian authorities.

Article 9C
Entitlement to treatment and sick pay

It is understood that a seafarer who is signed-off by reason of sickness or injury must return to Ukraine within the usual period of travel from the date and place of disembarkation indicated in homeward bound ticket. On arrival in Ukraine, the seafarer shall report to the Company's designated physician within three (3) working days from the time of arrival for post employment medical examination, otherwise, the employer's liability shall be deemed terminated. In case, however, of failure to report due to the seafarers physical incapacity, a written notice to the Company within three (3) working days from arrival is deemed as compliance provided the incapacity is certified by the Master or an authorised physician.

Article 9 D
Maternity

In the event that a crew member becomes pregnant during the period of employment:

- I. the seafarer shall advise the master as soon as the pregnancy is confirmed;
- II. 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;
- III. 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
- IV. 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 10A
Compensation for Death

In the event of death of a seafarer while employed 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 beneficiaries a compensation, including possible compensation from public social security, of USD 98 362 for the year of 2018.

It is agreed that the beneficiaries to be compensated are the following next of kin: the seafarer's spouse, children or parents in this preferential order. The names and addresses of the beneficiaries shall be declared at the time of hiring.

The Company shall pay an additional compensation to each of the seafarer's children under the age of 18 years:

for the year of 2018 – USD 19 673, maximum 4 children or USD 78 692.

Any payment effected under this article shall be without prejudice to any claim for compensation made in law, but such payment shall be deducted from any award for damages.

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

Article 10B
Disability compensation

If a seafarer due to no fault of his/her own, suffers permanent disability or permanent sickness (disease) while employed on board or while travelling to or from the vessel on Company's business or due to marine peril, and as a result his/her ability to work is reduced, the Company shall pay the seafarer a disability compensation of maximum:

Senior Officers	USD 148 000
Officers	USD 125 000
Ratings and Cadets	USD 100 000

(Note: "Senior Officers" for the purpose of this clause means Master and Chief Engineer)

If the disability should later on result in the seafarer's death, the compensation to his beneficiaries shall be reduced with the amount paid out as a disability compensation.

The disability suffered by the seafarer shall be determined by a doctor authorised by the Company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor should be nominated jointly between the Company and the seafarer and the decision of this doctor shall be final and binding on both parties. This compensation shall be paid pro rata according to grade of disability defined in percentage.

A seafarer who is disabled as a result of an injury, and whose permanent disability in accordance with the Ukrainian impediment scale is assessed at 50 % or more, shall for the purpose of this paragraph be regarded as permanently disabled and be entitled to 100 % compensation (USD 148 000 for Senior Officers, USD 125 000 for Officers and USD 100 000 for Ratings/Cadets).

A seafarer who is disabled as a result of an injury, and who is assessed as less than 50 % permanently disabled, but permanently unfit for further service at sea in any capacity, shall also be entitled to a 100 % compensation.

A seafarer who is permanently disabled as a result of an injury, where the disability does not prevent further service at sea, but only in a lower position than that in which he was serving at the time of the injury, should be entitled to a disability compensation of 50 % of the maximum amount.

Any payment effected under this article shall be without prejudice to any claim for compensation made in law, but such payments shall be deducted from any award for damages.

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

Article 11 War Risk Bonus

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 Unions, MTWTU and 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 Unions 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 C. Seafarers who are entitled to compensation in accordance with the rules in Appendix C, have no entitlement in accordance with article 10 and 10 A (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 Deduction of Union Fee

The Company shall arrange to pay to the Union for all seafarers in positions covered by this Agreement Union fees (1% of gross seafarers' wages) as per the MTWTU Consitution as contribution to Ukrainian seafarers.

The Union fees shall be remitted to the bank account designated by the MTWTU of Ukraine.

Article 14
Other union dues and Welfare Fund

The Company recognises the ILO convention 87 and 98 regarding right to organise, collective bargaining and freedom of association. The Company acknowledges the right of the MTWTU to appoint a liaison officer from the seafarers.

The ITF Special Agreement for each vessel shall be signed and provide that the Company will pay an annual contribution of USD 250 per position for per year to the ITF's Welfare Fund.

The Company undertakes to contribute for each seafarer the funds for union services for social programmes developed by the MTWTU (Appendix B). This funding element shall be remitted to the bank account designated by the MTWTU of Ukraine on quarterly basis.

Article 15
IMO Training

The Company and the Unions agree that to enhance the efficiency of the crew and update their knowledge in the modern equipment on board ship, seafarers should be encouraged to take upgrading courses.

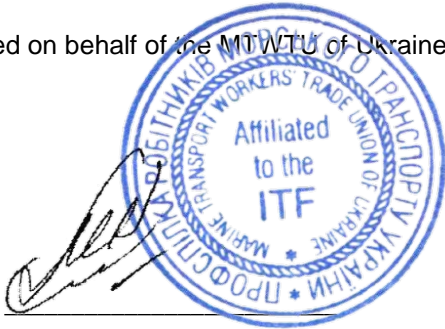
Article 16
Duration of Model Agreement

This Agreement shall be effective from the 1st of January 2018 until the 31st of December 2018 and further if a request for termination is neither given by the Company nor by the Union with three (3) months written notice.

If a request for termination is given by either of the parties, this Agreement shall be considered void and without any further legal consequences from the date of expiry, that is 3 months after notice of termination is given.

Odessa, 27 December 2017

Signed on behalf of the MTWTU of Ukraine:



Signed on behalf of the Company:



APPENDIX A

LIST OF VESSELS

	name	flag	grt	owners
1.	WILSON BRUGGE	MALTA	2446	EMARY SHIPPING CO LTD, MALTA

APPENDIX C**AGREEMENT ABOUT HIGH RISK BONUS AND 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 pirates 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 seaman dies, the surviving dependants (spouse, children or parents in this preferential order) will receive USD 165 000.
3. If the seaman is permanently unfit for further service as a seafarer (see point 1 above), and has children under the age of 18 years that are supported by him/her, or he/she dies (point 2 above) leaves behind children under the age of 18 years, each child will receive a compensation of USD 40 000.

Article 2

Seafarers who are entitled to the compensation mentioned in Article 1 above, are not entitled to any compensation in accordance with article 10A and 10 B (compensation for death and disability) in this CBA, see also Article 11 of this CBA.

Article 3

This agreement will come into force the 1st of January of 2018 and will be in force until further notice, and it can be terminated by 3 months' mutual term of notice.

APPENDIX D**GRIEVANCE PROCEDURE**

The Company and MTWTU 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 MTWTU 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 Ukraine 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.

3. A seafarer who considers himself aggrieved shall make his complaint(s) in accordance with the following procedures:
 - 1) A written complaint shall be communicated to the master or any available superior officer.
 - 2) 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.
 - 3) The seafarer can ask for a written statement of the settlement/non-settlement which shall be noted in the ship's logbook.
 - 4) 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 MTWTU

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

Appendix 1

STANDARD FORM TO BE USED FOR BOARD HEARINGS

In the year of the day of

a hearing was conducted on board

M/V

or at the shipping company's office in

The location of the vessel was

(to be filled out when hearing is conducted on board)

The chairman of the board was:

Captain/crew manager..... who chaired the hearing

The other people appointed as board members were:

position name

" "

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

NOTICE OF DISMISSAL

Name of seafarer:

You are hereby dismissed from your employment on

..... (name of vessel)

with immediate effect and will sign off200.....

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