

Part B

CONTRACT OF EMPLOYMENT FOR SEAFARERS

This Contract is made between the **OWNER**, hereinafter referred to as the “**Employer**”, and the person referred to in Part A attached hereto, hereinafter referred to as the “**Seafarer**”. This Contract shall form an integral part of the employment contract as agreed in Part A and vice versa and shall commence on the date shown thereon. This contract is based on the “Collective Bargaining Agreement” No.F2661, dated 01 January 2015

The parties to this Contract mutually agree as follows:

1. General Terms of Employment and Probationary Period

The Seafarer shall be employed in the capacity on the vessel as designated and agreed, and the employment shall be for the period specified in Part A, and based on the “Collective Bargaining Agreement” No.F2661, dated 01 January 2015.

2. Duties of the Employer

The Employer agrees to faithfully comply with the terms and conditions stipulated by this Contract and imposed by law, to pay the agreed wages and settle valid claims of the Seafarer, as per complaint management.

The Employer agrees to make and pay for all the necessary travel arrangements for the Seafarer’s joining and repatriation to and from his country of residence.

3. Duties of the Seafarer

The Seafarer agrees to render diligently all duties and responsibilities expected for his/her rank/position as provided by applicable laws and regulations, both, locally (flag state) and internationally, and to observe ordinary practice expected from a seafarer in his/her position.

The Employee is obliged to keep absolutely secret all details of the business of the Employer, which might come to his/her knowledge during his/her service with the Employer. This obligation rests upon the Employee even after the termination of this Contract.

4. Pre- Employment / Medical Fitness Examination

Unless the Seafarer is already in possession of a valid medical certificate, he / she has to undergo a medical check-up at the Employer’s expenses prior being enrolled, conducted by an Owner / ISM Manager appointed doctor or medical center. Only seafarers in possession of a “Medical Fitness Certificate” (as per MLC / STCW regulations) signed by a specified doctor will be considered suitable for employment.

5. Period of Employment

The Employment will commence on the date the Seafarer departs from his/her country of residence to join the vessel, and it will cease on the date of arrival of the Seafarer in his / her country of residence after repatriation from the vessel, subject to other provisions of this Contract .The period of employment is as defined in Part A.

Should the period of employment expire at a time when a vessel, on which the Seafarer is serving, is in an inconvenient port or is engaged in a voyage to such an inconvenient port, the Employer shall be entitled to extend or shorten the period of Employment to arrange the Seafarer’s repatriation in a more convenient port.

6. Period of Leave / Leave Pay

The Seafarer shall receive leave pay as stipulated in Part A. Officers’ Leave Pay will be paid after successful completion of the contract. Ratings’ Leave Pay will be paid on a monthly basis, unless agreed other than stipulated in Part A. The seafarer has the right and will be informed via crew manager / Master about the actual status of his / her Leave Pay.

7. Wages and Payment

The Seafarer agrees to receive monthly wages as stipulated in Part A. Wages are calculated on a 30-day basis. Whilst serving on board the vessel the Seafarer may request the Employer to remit a fixed monthly allotment in accordance with the Employer's company policy into a designated bank account. Such allotments will be paid monthly at the end of each working month.

In the event the Seafarer receives a cash advance on board, the Employer is entitled to deduct from the Seafarer's wages any cash taken whilst on board. Such advances shall not exceed the amount of wage balance accrued at the date of request, at the rate of exchange as stipulated by the Employer.

The Seafarer is entitled to receive any outstanding money in cash or on a nominated account upon completion of his / her Employment or when commencing his / her leave.

8. Working Hours and Overtime

The normal hours of duty shall be eight hours per day from Monday to Friday inclusive. In the case of day works, the 8 (eight) hours shall be worked between 06:00 and 18:00, Monday to Friday inclusive. On these days any hours of duty in excess of the 8 (eight) hours, and in case of day works before 06:00 or after 18:00 shall be paid for by overtime at the rate stipulated in the actual valid ITF TCC wages scale.

All hours on duty on Saturdays, Sundays and Public Holidays shall be paid for by overtime at the rate stipulated in the actual valid ITF TCC wages scale.

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

9. Rest Periods

Each Seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.

This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty. The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

10. Medical Attention

A Seafarer shall be entitled to immediate medical attention for sickness or injury and to dental treatment of acute pain and emergencies. A Seafarer, who is discharged owing to sickness or injury, shall be entitled to medical attention (including hospitalization) at the Employer's expense for as long as such attention is required. The Employer shall be liable to defray the expense of medical care and maintenance until such time as further medical treatment would not improve the Seafarers position.

In case of repatriation the seafarers may submit claims for reimbursement within 6 months, unless there are exceptional circumstances, in which case the period may be extended.

Proof of continued entitlement to medical support shall be by submission of satisfactory medical reports, endorsed, where necessary, by a company appointed doctor.

Medical reports should be submitted to the Owner / ISM Manager on a monthly basis at the end of each month to guarantee compensation at once.

11. Sick pay

When a Seafarer is signed off and landed at any port because of sickness injury, his / her wages shall continue until he / she has been repatriated at the Owner's / ISM Manager's expenses. Thereafter the Seafarer shall be entitled to sick pay at a rate equivalent to his / her basic wages while he / she remains sick or injured up to a maximum of 130 days. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay. However, in the case of injury the sick pay shall be paid until the injured Seafarer has been cured or until the incapacity has been declared to be of a permanent character. Proof of his / her continued entitlement to sick pay shall be by submission of satisfactory medical certificates based on which the compensation will be paid out together with other outstanding medical attention according to §10.

12. Compensation in case of Disability

If the Seafarer suffers an injury as a result of an accident from any cause whatsoever whilst in the employment of the Employer, including accidents occurring whilst traveling to or from the vessel or as a result of marine peril, and his / her ability to work is reduced as a result thereof, he / she shall receive from the Employer in addition to the sick pay according to §11, a compensation according to his / her grade of disability.

A doctor appointed by the Employer shall determine the grade of disability suffered by the Seafarer. If the doctor appointed by the Seafarer disagrees with the assessment of the doctor appointed by the Employer, a third doctor may be nominated jointly between the parties, and the decision of this doctor shall be final and binding. The compensation shall be a percentage of the maximum disability compensation as stipulated in Part A equal to the percentage disability suffered by the Seafarer as determined by the Owner's / ISM Manager's designated doctor.

13. Compensation in case of Loss of Life in Service

If a Seafarer dies through any cause whilst in the employment of the Owner / ISM Manager, or rising from the employment with the Owner / ISM Manager, including death from natural causes or death occurring whilst travelling to or from the vessel, or as a result of marine or other similar peril, the Owner / ISM Manager shall pay the sums specified in the schedule (Annex 1) of the actual valid "ITF CBA" to the widow / widower or children or parents and to each dependent child up to maximum 4 (four) under the age of 21. If the Seafarer shall leave no widow / widower, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer. The Owner / ISM Manager shall also transport at its own expenses the body of the Seafarer home where practical and at the family's request and pay the costs for the burial.

14. Drug & Alcohol

The Employee hereby confirms to participate in drug and alcohol test when requested by the Owner / ISM Manager. This may be on a random basis or in response to a specific set of circumstances, according to the Owner's / ISM Manager's Policy.

15. Repatriation

Repatriation shall take place in such a manner that it meets the needs and reasonable requirements for comfort of the Seafarer. The Owner / ISM Manager shall be liable for the costs of maintaining the Seafarer ashore until repatriation takes place.

A Seafarer shall be entitled to repatriation at the Owner's / ISM Manager's expenses (including basic wages and subsistence allowance) either to his / her home or to the place of the original engagement (at the Seafarer's option) as per actual valid ITF CBA:

- a) after continuous service period on board ,always subject to the provisions of §2
- b) when signing off owing to sickness or injury
- c) when their employment is terminated owing to discharge by the Company
- d) upon the loss , laying –up , sale of the ship or change of Management
- e) if the Ship has been arrested (whether by a Seafarer or not) provided the Ship has remained under arrest for more than 14 days
- f) if the Company have not complied with the provisions of this Agreement , the Seafarer is entitled to claim the outstanding wages and to be repatriated at the Company's expense
- g) on discharge according to § 25 (2), (3)

When, during the course of a voyage, the wife / husband, or in the case of a single person, a parent falls dangerously ill whilst the Seafarer is abroad, every effort will be made to repatriate the Seafarer concerned as quickly as possible. The costs of repatriation will be borne by the Owner / ISM Manager.

16. Termination of Employment

1. A Seafarer may terminate the employment by giving one month notice of termination to the Owner / ISM Manager or the Master of the Ship, either in writing or verbally in the presence of a witness.

16. Termination of Employment

2. If the Seafarer was employed for a specified voyage, and if the voyage is subsequently altered substantially, either with regard to duration or trading pattern, he / she shall be entitled to terminate his / her employment as soon as possible.

3. A Seafarer may refuse to sail into Warlike Operation Areas.

4. A Seafarer may terminate a current employment contract when, during the course of the voyage it is confirmed that the spouse or, in the case of a single person, a parent, has fallen dangerously ill. This provision shall also be applied with regard to the partner of a seafarer provided that this partner has been nominated by the seafarer as the time of engagement as the seafarers next of kin.

5. A Seafarer shall be entitled to terminate his / her employment immediately if the Ship is certified substandard in relation to the applicable provisions of the SOLAS 1974, ILC 1966, STCW (as amended), MARPOL or substandard in relation to ILO Convention No. 147, 1976. In any event, a ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments.

6. The Owner / ISM Manager shall not be entitled to terminate the employment of a Seafarer prior to expiry of the period of engagement, except only that the Owner / ISM Manager may discharge a Seafarer as per actual valid "ITF CBA":

a) upon the total loss of the Ship; or

b) when the Ship has been laid up for a continuous period of at least one month; or

c) upon the sale of the ship , change of Management; or

d) upon the misconduct of the Seafarer giving rise to a lawful entitlement to dismiss, provided that in the case of dismissal for misconduct of the Seafarer the Owner / ISM Manager shall, prior to dismissal, give written notice to the Seafarer specifying the misconduct relied upon and in the event that such notice is not given as aforesaid the dismissal shall be ineffective in terminating the employment of the Seafarer and the Seafarer shall be entitled to damages in respect of the unexpired term of employment in addition to the compensation provided for in number 7 below.

7. A Seafarer shall be entitled to receive compensation of two months' basic pay on termination of his / her employment for any reason except where:

a) the termination is a result of the expiry of an agreed period of service in his / her Contract of Employment for Seafarers; or

b) the termination is a result of notice given by the Seafarer as aforesaid; or

c) the Seafarer is lawfully and properly dismissed by the Owner / ISM Manager as a consequence of the Seafarer's own misconduct.

8. For the purposes of the actual valid ITF CBA refusal by any Seafarer to obey an order to sail the Ship shall not amount to a breach of the Seafarers' employment obligations where:

a) the Ship is unseaworthy or otherwise substandard as defined in §16 (4) above

b) for any reason it would be unlawful for the Ship to sail; or

c) the Seafarer has a genuine grievance against the Company in relation to implementation of the actual valid ITF CBA or their Contract of Employment for Seafarers; or

d) the Seafarer refuses to sail into Warlike Operations Areas.

9. Both the Seafarer and the Owner / ISM Manager have right for the early termination of this Contract of Employment for Seafarers (as prescribed in national law).

10. The duration of the minimum periods shall be determined after consultation of the Owner / ISM Manager and the Seafarer organizations concerned, but shall not be shorter than **7 (seven) days**.

17. Crew Effects , Loss or Damage by Marine Perils

When any Seafarer suffers total or partial loss of, or damage to, his / her personal effects, due to whatever cause, either whilst serving on board the ship or travelling to and from the ship, he / she shall be entitled to recover from the Owner / ISM Manager compensation up to a maximum specified in Part A. The Seafarer shall certify that any information provided with regards to lost property is true to the best of this / her knowledge.

The Owner / ISM Manager shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to him / her or to his / her next of kin.

18. Service in Warlike Operations Areas/High Risk Areas

At the time of the assignment the Owner / ISM Manager shall inform the Seafarer if the vessel is bound to or may enter any Warlike Operations Areas.

If the vessel enters a Warlike Operations Area:

- The Seafarer shall have the right not to proceed to such area .In this event the Seafarer shall be repatriated at Owner's / ISM Manager's costs with benefits accrued until the date of return to his home or port of engagement.
- The Seafarer shall be entitled for a double compensation for disability and death.
- The Seafarer shall be also paid a bonus equal to 100% of the basic wage for the durations of the ship's stay in a Warlike Operations Areas – subject to a minimum of 5 days pay.
- The Seafarer shall have the right to accept or decline an assignment in Warlike Operations Areas without risking losing his / her employment or suffering any other detrimental effects.

19. Company Complaints Manager

Reference is made to the "On –Board Complaint Procedure" of the Owner / ISM Manager (according to MLC 2006).

20. English knowledge

With the signature under this contract the seafarer confirms that the English level is sufficient for the relevant rank (duties and responsibilities) on board.

21. Jurisdiction

Unless otherwise agreed, this Contract is governed by the laws of the vessel's country of registry.

I HEREBY acknowledge that I have read and understood all the terms of this Contract of Employment for Seafarers.

Date

Signed

The Employer

The Employee

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