

THIS COLLECTIVE BARGAINING AGREEMENT AND THE SEAFARER'S EMPLOYMENT AGREEMENT SETS OUT THE TERMS AND CONDITIONS OF EMPLOYMENT OF OFFICERS SERVING ONBOARD VESSELS OWNED, OPERATED OR MANAGED BY HOLLAND AMERICA LINE OR ITS AFFILIATES IN THE HOLLAND AMERICA GROUP.

In the interest of continual updating, the wording of this contract may be revised grammatically and to take account of changes in statutory regulations.

Similar reviews will be undertaken periodically and will incorporate additions, deletions and negotiated revisions agreed between the Company and NAUTILUS INTERNATIONAL.

Effective with revisions negotiated from the 1st January 2016 through to 31st December 2018 unless modified by both parties as in Clause 3 of this Agreement.

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**TERMS AND CONDITIONS OF EMPLOYMENT
FOR SHIPS OFFICERS**

This Collective Bargaining Agreement (this "Agreement") governs the Terms and Conditions of Employment between:

MARINE MANPOWER SERVICES (GUERNSEY) LTD

PO Box 191, Elizabeth House
Ruettes Brayes, St Peter Port
Guernsey C.I. GY1 4HW
(the "Company")

and

NAUTILUS INTERNATIONAL

(the union for maritime professionals)

And governs terms and conditions of employment of Officers, serving aboard ships detailed in Schedule B.

This Agreement supersedes and cancels all previous Agreements and will remain in force for an indefinite period unless varied or terminated in accordance with this Agreement.

1. RECOGNITION

The Company recognises that NAUTILUS INTERNATIONAL is the body to negotiate and consult with on all terms and conditions of employment covered by this Agreement.

2. CONSULTATION & NEGOTIATION

Where appropriate, the Company recognises the desirability of prior consultation with NAUTILUS INTERNATIONAL on all terms and conditions of employment covered by this Agreement.

As and when NAUTILUS INTERNATIONAL confirms that an amendment to the terms and conditions is agreed upon, the Company is entitled to proceed upon the basis that NAUTILUS INTERNATIONAL has consulted with all Officers as necessary. Therefore, on confirmation of the Agreement by NAUTILUS INTERNATIONAL, all Officers will be bound by the accepted amendment.

If any disputes should arise which cannot be immediately resolved, then whatever Agreement or practice existed prior to the dispute shall continue to operate, pending a settlement or until the agreed procedure has been exhausted.

3. VARIATION OF AGREEMENT

- a) During the term of this Agreement either party may give one calendar month's notice of its intention to re-negotiate any of its clauses, without prejudice to the Agreement as a whole.
- b) In the event that either party should wish to terminate this Agreement, then a period of three months' notice must be given in writing to the other party. The terms and conditions of employment as detailed will, however, continue to form the basis of an Agreement between the Company and its Officers.

4. UNION MEMBERSHIP

The Company recognises the value of NAUTILUS INTERNATIONAL membership. Accordingly all Officers covered by this Agreement shall be members of NAUTILUS INTERNATIONAL. The Company will maintain a copy of a list of Officers serving on vessels covered by this Agreement and a copy shall be supplied to NAUTILUS INTERNATIONAL upon request.

5. JURISDICTION

This Agreement shall be governed by and construed in accordance with English law.

6. TERMS

The Officer shall be engaged initially on a one year probationary period, after which the Officer will be assessed for suitability for permanent employment. Continued employment will be on an indefinite basis until termination by either party as detailed in clause 31 of this Agreement.

7. OFFICERS RESPONSIBILITIES

Nothing within this Agreement removes the Officer from his or her responsibility to adhere to the regulations contained within the Shipowner's MR Notices and other regulations from the management of the Company or its duly authorised representatives, which are current, issued in future, or amended from time to time.

8. CERTIFICATES OF COMPETENCY

- a) Initial and continued employment with the Company is subject to and conditional upon the Officer being in possession of a valid Certificate of Competency recognized under the STCW 95 convention.
- b) Officers may be assigned to vessels whose flag state will be different than that of their Certificate of Competency issuing authority. Employment on such vessels will also be subject and conditional upon the Officer being in possession of a valid Certificate of Competency for the flag state registry of each vessel. Such certificates will be arranged and paid for at the Shipowner's expense.
- c) It is the Officer's responsibility to ensure that his or her Certificate of Competency is re-validated at intervals not exceeding five years. Failure to re-validate the Certificate of Competency will render the holder ineligible to serve in the capacity specified by the Certificate of Competency and may result in the termination of employment, as in clause 31.

9. MEDICAL EXAMINATIONS

Initial and continued employment with the Company is subject to and conditional upon the Officer attaining a Pre-Employment medical examination as well as a Company approved medical examination on a biennial basis. Employment will also be subject to the appropriate standard of medical fitness being attained to satisfy all MCA, STCW, MLC 2006 and ISM requirements.

10. PAYMENTS

All payments are expressed as wages calculated on an annual basis; inclusive of leave pay earned and is paid monthly in sterling.

1. Total payments will be paid monthly in arrears into a bank or building society account nominated by the Officer. Any charges incurred by transfer of funds to an account outside the United Kingdom clearing bank system will be for the Officer's account.
2. It is the individual responsibility of each Officer to make arrangements with the relevant authorities in the Officer's country of domicile to settle the Officer's tax liabilities.
3. Each Officer will be provided with a monthly account of all payments due to him/her and the amounts paid, including wages, additional payments, permitted/statutory deductions and the rate of exchange used where payments have been made in a currency which is different from that agreed in the Schedule A.
4. All payments will be made within 7 business days of the start of each month.
5. Total payments of salary are in accordance with Schedule C.
6. Total payments assume 48 hours of regular work hours per week plus 22 hours of fixed overtime. Variable overtime, however, is only paid if an Officer's hours exceed 70 hours per week.

11. PENSION / SOCIAL SECURITY

1. The Company in conjunction with the Shipowner will make a provision for a Pension Plan, where the Company/Shipowner and the Officer will both make contributions as specified in the Plan. The Company offers three pension plans for its Officers, The Aegon UK Pension Plan (a UK centric plan for eligible UK tax residents), the Aviva Life and Pensions Ireland Plan (an Irish centric plan for eligible Irish tax resident Officers) and the Holland America Line International Pension Plan ("HALIPP") offered through Zurich International Life Limited (an international plan). The terms of the Aegon UK Pension Plan, the Aviva Life and Pensions Ireland Plan, and the HALIPP have the approval of Nautilus International. The Aegon UK Pension Plan and the Aviva Life and Pensions Ireland plan are the default plans for eligible UK tax resident and eligible Irish tax resident Officers. If an Officer opts out of the Aegon UK Pension Plan or the Aviva Life and Pension Ireland Plan, or the Officer is not eligible for the Aegon UK Pension Plan or the Aviva Life and Pensions Ireland, then such Officer will be automatically enrolled in the HALIPP, unless the Officer does not reside in the EU or a country that has a tax treaty regarding social security with the Netherlands. The Company requires each MMSG Officer who resides in the EU or a country that has a tax treaty regarding social security with the Netherlands to participate in either the Aegon UK plan, the Aviva Life and Pensions Ireland plan, or the HALIPP (as applicable). **If the Officer is participating in the mandatory industry-wide Dutch Merchant Navy's Company Pension Fund (Stichting Bedrijfspensioenfonds voor de Koopvaardij) because the Officer (i) is residing in the Netherlands, and (ii) is falling under the scope of Dutch social security including the AOW (Dutch Act on General Old Age Pension), the Officer does not have to participate in either the Aegon UK plan, the Aviva Life and Pensions Ireland plan, or the HALIPP.**

2. Except as provided in this Amendment, (i) the Agreement shall remain in full force and effect in accordance with its terms and (ii) this Amendment shall be incorporated into the Agreement and the subject to all of the terms, obligations and conditions as set forth therein. In the event there are any conflicts between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will control.
3. This Amendment shall be effective as of the date that Officers may be enrolled in the HALIPP, being as of 1 January 2015.

12. TOURS OF DUTY

1. The Company has two different sailing-leave rosters, namely:
 - a. 3 months on – 3 months off
 - b. 4 months on – 2 months off
2. All Group A Officers (see Schedule C) are included in the sailing-leave roster referred to in paragraph 1a.
3. All Group B Officers (see Schedule C) are eligible, at the Officer's election, to be included in either sailing-leave roster referred to in paragraph 1a or 1b and all Group C Officers (see Schedule C) are included in the sailing-leave roster referred to in paragraph 1b.
4. The choice of sailing-leave roster made by the Officer at the time of appointment or initial eligibility to make an election can subsequently be changed if the Officer in question gives the Company at least 365 days prior notice in writing or such shorter period as the Company may permit on a case-by-case basis.
5. The Company reserves the right to reduce or extend sailing assignments to meet operational or vessel positioning requirements.
6. For Officers on the 3 months on – 3 months off sailing-leave roster, the Annual Sailing Period (ASP) for a calendar year shall be 173 – 193 days. Other than in exceptional circumstances or with the consent of the Officer, an Officer on a 3 months on – 3 months off sailing-leave roster shall not be assigned more than 193 days of service during a calendar year. For Officers who change their sailing-leave roster during a calendar year, the requirements in this paragraph shall be adjusted to reflect the relative amount of time during which they were under each sailing-leave roster. For purposes of the calculations under this paragraph, the following days shall be excluded:
 - a) days during which the Officer is receiving the onboard training surcharge under clause 13, paragraph 4.
7. For Officers on the 4 months on – 2 months off sailing-leave roster, the Annual Sailing Period (ASP) for a calendar year shall be 233 – 253 days. Other than in exceptional circumstances or with the consent of the Officer, an Officer on a 4 months on – 2 months off sailing-leave roster shall not be assigned more than 253 days of service during a calendar year. For Officers who change their sailing-leave roster during a calendar year, the requirements in this paragraph shall be adjusted to reflect the relative amount of time during which they were under each sailing-leave roster. For purposes of the calculations under this paragraph, the following days shall be excluded:

- a) days during which the Officer is receiving the onboard training surcharge under clause 13, paragraph 4.
8. For Officers who change their sailing-leave roster during a calendar year, their Annual Sailing Period range for that year shall be adjusted to reflect the relative amount of time during which they were under each sailing-leave roster.
9. If an Officer's employment with the Company commences other than on January 1 of a year:
 - a) that Officer will not have an Annual Sailing Period for that first year,
 - b) the Company shall still schedule days of service and leave for that first year consistent with the Officer's sailing leave roster determined for these purposes with flexibility consistent with the Annual Sailing Period range concept in paragraphs 6 and 7,
 - c) so long as the Company has scheduled days of service and leave for that first year consistent with the Officer's sailing leave roster as above provided, the Officer's Annual Wage shall not be entitled to increase for that year based on the Officer's days of service, and
 - d) the Officer shall not be subject to any deduction from his or her Annual Wage under clause 13, paragraph 3.

13. CALCULATION OF WAGES & TRAINING SURCHARGE

1. The Annual Wage of an Officer shall not be subject to increase or decrease during a calendar year based on days of service so long as the Officer's actual days of service during that calendar year are within the Officer's Annual Sailing Period determined as provided in clause 12.
2. If during a calendar year, the Officer's days of service exceed the Officer's Annual Sailing Period range, then the Officer shall be additionally paid his or her Daily Wage for each additional day of service. To the extent the additional days are served at the request of the Company rather than at the request of the Officer, a 5% surcharge shall be applicable to the Daily Wage for the additional days. Training and meeting days are not eligible for the 5% surcharge.
3. If during a calendar year, the Officer's days of service are less than the Officer's Annual Sailing Period range, then he or she shall have deducted from his or her Annual Wage an amount equal to his or her Daily Wage for each deficit day of service. This paragraph shall only apply if the Officer failed or refused to accept a sailing assignment from the Company that, had it been accepted, would have resulted in the Officer's days of service being within the Officer's Annual Sailing Period range.
4. Days voluntarily worked by an Officer as an onboard trainer during periods other than his or her normal sailing assignments shall not be considered for purposes of determining leave entitlement upon termination of employment under clause 31 or for purposes of determining the Officer's actual days of service in relation to the Annual Sailing Period under paragraph (2) or (3) of this clause. As days working as an onboard trainer are days that the Officer would normally be on leave, the Officer's Annual Wage shall not be increased in respect of such days but instead the Officer shall receive, in addition to his or her Annual Wage, supplemental pay equal to the Daily Wage plus 10% for each day serving as an onboard trainer.

14. TRAVEL & EXPENSES

1. Officers travelling on Company business will be provided with tickets to cover the cost of transportation. Reasonable expenses will be met for accommodation, meals, bus fares etc. on the production of a properly completed Company Expense Form with all accompanying receipts. Taxis/ car hire should only be used where no public transport operates or has finished and should be authorised by the Company prior to any arrangements being made. The Company reserves the right not to reimburse payment for car hire if the Company or NAUTILUS INTERNATIONAL preferential rates are not used.
2. Officers must be in possession of a valid passport, valid US Visa C1/D, health certificates and any other travel documents at all times and it is their responsibility to ensure all documents are valid before they expect to travel and during each sailing assignment.
3. The cost of any required visas due to the nature of the operation of the vessel shall be borne by the Company. Any other form of national identity documentation (i.e., passport) and related travel to obtain these documents shall be at the cost of the Officer.
4. Economy class air travel will be provided for all Officers with a total baggage allowance of 30 kilos over and above the free hand baggage permitted by the airline company. On railroads within the EU, North America and Australia, Officers will travel 2nd Class. Elsewhere, by rail they will travel 1st Class.

15. REPATRIATION

The Company will honour the requirements of the UK Merchant Shipping (Repatriation) Regulations 1979 (as amended), so that inter alia:

- a) An Officer resident in the UK who is left abroad shall be returned to his or her home.
- b) An Officer not resident in the UK who is left behind abroad shall be returned to his or her home in the country of residence. Such places shall be:
 - i. The place where the Officer joined the ship, if he or she joined in that country, or
 - ii. If the Officer did not join in the country of residence, the place in his or her country where he or she was engaged to join.

Notwithstanding the above, the Officer may be returned to any other place, which may be agreed between the Officer and the Company.

- c) Despite the foregoing, the Officer will only be returned to a country to which he or she has a right of entry under that country's immigration laws.

The liability under the foregoing clauses shall cease if the Officer does not inform the Company, within three months of being left behind, of his or her wish to be returned.

16. LEAVE ENTITLEMENT

1. Leave is consolidated into the annual rate of pay as indicated in Schedule C. Except for days as to which an Officer's Annual Wage is reduced under clause 13, paragraph 3 and for sick leave days, all days of a calendar year that are not days of service shall be leave days. In addition, since an Officer is receiving additional pay for days as to which the Officer is receiving the onboard training surcharge under clause 13, paragraph 4, those days are counted as leave days for the purpose of determining the Officer's remaining leave entitlement.
2. The Officer's wage payments shall continue during his or her leave.
3. Officers who are not available for duty at the end of their leave entitlement will be subject to a reduction from their Annual Wage as provided in clause 13, paragraph 3.
4. If an Officer requires extra leave (off pay), beyond the earned leave entitlement, prior application must be given to the Company in writing.
5. As days for which Officers receive training compensation under clause 17 are not considered days of service, leave is not earned as to such days.
6. Leave will not be earned during periods of sick leave.

17. COURSES / TRAINING & DEVELOPMENT LEAVE

1. Officers may be required to attend training courses to meet operational or statutory requirements. These days will be counted towards the relevant ASP of the Officer per calendar year.
2. Reasonable travelling and accommodation expenses will be paid on production of a properly completed Company Expense Form with all accompanying receipts.
3. Training and Development Leave is as shown in Schedule H.

18. MANNING

The Company will comply with the manning scales as agreed with the Shipowner.

19. DEATH & PERSONAL INJURY

1. In the event that any vessel is not registered in the United Kingdom, the Company in conjunction with the Shipowner will continue to honour its liability for Death and Personal Injury claims as if the vessels were UK registered (as covered by the Shipowner's P & I Club).
2. The Company in conjunction with the Shipowner agrees to insure each Officer for a sum equivalent to THREE times the Officer's total Annual Wages for accidental death, whilst travelling to or from the vessel, or serving aboard the Shipowner's vessel.

20. SICKNESS / ABSENCE

If an Officer becomes sick or injured whilst on a voyage, that Officer will be paid his/her normal basic remuneration until he/she has been repatriated in accordance with Clause 15.

After the Officer has been repatriated and in circumstances where his/her sickness or injury occurred or arose as a result of his/her service onboard the Vessel and not from the Officer's willful misconduct or an undisclosed pre-existing medical condition, the Officer will be paid his/her Daily Wage up to a maximum of 16 weeks or until his/her recovery, if earlier.

Leave will not be earned during periods of sick leave.

Sick Pay will only be paid on the production of valid medical certificates.

It is a condition of employment that during the course of sick leave the Company has the right to instruct any of its Officers to attend one or more medical examinations by a medical practitioner or consultant employed or nominated by the Company/Shipowner. The Officer, so instructed, will be expected to authorise his or her own general practitioner to be consulted by the Company/Shipowner's nominated medical adviser or consultant.

21. LOSS OF PERSONAL EFFECTS

The Shipowner will be responsible for insuring against loss or damage of personal effects whilst on its vessels, up to a maximum of \$3,000.00. Officers will still be responsible for insuring against any loss or damage of personal effects while travelling to and from the vessel.

The Shipowner will pay compensation for proven loss up to the maximum of \$3,000.00 if the Officer suffers loss of, or damage to, his or her personal effects as a result of wreck, loss, stranding or abandonment of the vessel or as a result of fire, flood or collision, excluding any loss arising from the Officer's own fault or through misappropriation.

Payment for compensation for loss of effects is conditional upon the submission by the Officer to the Shipowner/Company of a written declaration countersigned by the Master, listing and attributing reasonable values to the effects lost. The definition of effects includes clothes, documents, navigation and other technical instruments and tools necessary to the trade of the Officer but does not include cash, jewellery, electronic equipment, record media and photographic equipment.

22. EXPENSES FOR MEDICAL TREATMENT

1. The ship's Doctor will administer normal medical treatment.
2. The Company will make urgent/emergency medical services and essential dental services available to the Officer whilst on Company service that cannot be postponed without impairing efficiency, at no charge to the Officer.
3. In the event of sickness or incapacity whilst onboard, the Officer will be provided with medical care, including medical treatment and the supply of necessary medicines and therapeutic devices and board and lodging

away from home until the Officer's recovery or until the Officer's sickness or incapacity has been declared of a permanent character, subject to a maximum period of 16 weeks from the date of sickness or incapacity.

4. The Company will meet the cost of all medical examinations required for statutory certification.

23. IMO & ILO COVERAGE

The Company in conjunction with the Shipowner will ensure that all vessels covered by this Agreement will be maintained to IMO standards with regard to safety, accommodation and provisions. The Company further agrees to make sure that cargoes are worked in accordance with all IMO and ILO.

24. THIRD PARTY EMPLOYMENT

No Officer shall undertake third party employment without the express permission of the Company. In deciding whether to allow such third party employment, the Company will consider whether this is likely to substantially impinge on the total rest period of the Officer prior to reassignment to the Company's vessel. If permission is granted, then it is on the understanding that there will be no liability on behalf of the Company to provide sick leave or any other compensation normally accorded to an individual under his or her contract of employment, where such is brought about as a direct result of third party employment.

25. TRANSFERS

The Company reserves the right to transfer an Officer between vessels covered by this Agreement.

Transfer between vessels shall count as total service during a tour of duty.

26. SPOUSES & PARTNERS

In accordance with conditions laid down by the Shipowner, Officers may, subject to the Shipowner's Marine Regulations and Master's prior approval, be accompanied by their spouses/partners. All travelling, repatriation and insurance expenses will be for the Officer's own account.

27. DISCIPLINARY PROCEDURES

Will be in accordance with the UK Merchant Navy Code of Conduct.

A copy of the Code of Conduct will be provided to each Officer as specified in Schedule D.

28. RESTRICTION ON USE OF ELECTRONIC MAIL & INTERNET.

Due to recent technological changes brought in to protect Company/Shipowner systems, Officers should be aware that the Company/Shipowner now has the potential to monitor incoming and outgoing Internet connections. The Company/Shipowner may monitor incoming and outgoing internet connections in accordance with applicable law. The Company/Shipowner may provide Officers with access to a variety of information technology systems and electronic communications media for the operation of Company/Shipowner business. All electronic communication systems and all communication and stored information sent, received, created on, or contained within, the Company/Shipowner's equipment is the property of the Company/Shipowner, taking into account applicable law. Any material on these systems should not be considered private, unless it is of an evidently private nature.

The Company/Shipowner has access to, or reserves the right to retrieve or review information on any system, including information an Officer has protected by password, if such is necessary for specific purposes, such as relating to the compliance with a legal obligation or the justified interests of the Company/Shipowner.

The Company/Shipowner's communications system must not be used for conveying inappropriate messages that may be considered defamatory, derogatory, obscene or discriminatory. Neither will visiting any inappropriate or unauthorised sites be acceptable. Officers will be potentially liable for legal claims arising from the sending of inappropriate material internally or externally and subject to disciplinary action.

Officers are responsible for maintaining the confidentiality of all material contained on all systems and not allowed to remove from the Company/Shipowner's premises/vessels any hardware, software, files or data without written permission.

No Officer may use an access code or password to enter a file or communication system or retrieve any stored communication in any other Officers/employee's area of the system, unless authorised to do so.

Abuse of the Company/Shipowner's Internet policy will be viewed as a potential Gross Misconduct matter.

29. HOURS OF WORK & REST

Each Officer's hours of work will be arranged such as to ensure that he/she receives a minimum of 10 hours available for rest in each 24-hour period and a minimum of 77 hours rest in each seven-day period.

An Officer's hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length.

An Officer may be required, at the absolute discretion of the Captain, to work additional hours during an emergency affecting the safety of the Vessel, its passengers, crew or cargo or the marine environment or to give assistance to other ships or persons in peril. An Officer may also be required to work additional hours for safety drills such as musters, fire-fighting and lifeboat drills. In such circumstances the Officer will be provided subsequently with compensatory rest period(s).

When an Officer is on call, such as when a machinery space is unattended, the Officer shall have an adequate compensatory rest period if the normal period of rest is disturbed by call-outs to work.

The Captain or a person authorised by the Captain shall keep a record of the Officer's daily hours of rest. The records shall be kept in English. The records of rest are required to be endorsed by the Captain or a person authorised by the Captain, and by the Officer, and a copy of the record as endorsed will be presented to the Officer.

30. COMPLAINTS & GRIEVANCE PROCEDURE

A copy of the Complaints and Grievance procedure will be provided to each Officer as specified in Schedule G.

31. TERMINATION OF EMPLOYMENT

1. The Company shall employ the Officer under the Terms of this Agreement for a mutually agreed period.
2. The Company can instantly dismiss the Officer at any time if he/she shall: -
 - a) Be proven guilty of gross misconduct, refuse or neglect to perform assigned duties.
 - b) Commit a breach of the rules, regulations, agreement or conditions as laid down by the Shipowner's Conditions.
 - c) Be found guilty of dishonesty, insobriety, illegal drug abuse or any criminal act in which event the Officer shall be entitled to all monies due, calculated up to the time of dismissal.
 - d) Failure to re-validate the Officer's Certificate of Competency under the STCW 95 convention.
3. The Officer shall be able to terminate employment by mutual consent, giving no less than 30 days' notice whilst serving on board, in writing, to the Master and whilst on leave to the Company.
 - a) Should an Officer terminate employment while on board the vessel, he or she will be required to give 30 days' notice. On completion of the notice period the Officer will be repatriated as set forth herein and receive all leave pay due.
 - b) Should an Officer terminate employment while on board the vessel without giving the required notice, the Company/Shipowner will have the right to hold such leave pay as per the statutory notice period of 30 days, thereafter any leave pay due may be paid in full.
 - c) Should an Officer terminate employment while on leave, he or she will be required to give 30 days' notice. On completion of the notice period all leave due will be paid in full.
4. Notwithstanding the provisions of this article, the Company may terminate the Officer's employment at any time by mutual agreement providing that all monies earned to the date of termination are paid to the Officer.
 - a) Should the Company/Shipowner terminate an Officer's employment by gross misconduct the Company/Shipowner, will have the right to hold such leave pay as per the statutory notice period of 30 days, thereafter any leave pay due may be paid in full.
 - b) Officers participating in the Sailing Assignment Return Bonus (SARB) Programme, who terminate their employment will be ineligible for any payments.

5. At the end of employment an Officer is entitled to all monies due for leave days not taken.

32. COMPANY POLICY ON ALCOHOL & DRUGS ABUSE

1. No Officer will navigate or assist in navigating a ship or operate the onboard equipment whilst impaired by drugs or alcohol.
2. The misuse of legitimate drugs or the use, possession, distribution or sale of illicit or unprescribed controlled drugs onboard ship is prohibited.

In addition any use of a controlled substance, which may cause or contribute to unacceptable job performance or unusual job behaviour is prohibited.

3. The sale and consumption of alcohol is to be controlled at all times to the extent that Officers shall not be impaired when performing scheduled duties and are ready at all times to respond to an emergency situation onboard.
4. The use, selling, distribution or smuggling of illicit or unprescribed drugs is prohibited.
5. An Officer impaired by alcohol or drugs whilst on duty shall be immediately relieved of duties, pending an investigation, and replaced.
6. Company policy will override any other clauses in this section (see Schedules D & F).

33. LEGALITY OF AGREEMENT

The parties agree that this agreement will not be legally binding but its Terms and Conditions are intended to be observed. It is intended, therefore, that any contract (Schedule A) agreed between the individual Officers and the Company shall be legally binding.

All original agreements are held in the Company's Head Office.

34. WARLIKE OPERATIONS

Officers are covered in accordance with Schedule E.

35. SCHEDULES

All Schedules attached to this Agreement, amended from time to time, shall form part of this Agreement.

36. REVIEW

It is agreed both parties will review annually on the 1st January pay scales and related conditions covered by this agreement.

37. MLC 2006

The parties will ensure that this Agreement complies with the applicable requirements of the International Labour Organization Maritime Labour Convention 2006, as ratified by the vessel's flag state.

38. CONSTRUCTION

Where the context so requires, words importing their singular number only shall include the plural number and vice versa. In addition, words importing the masculine gender shall include the feminine gender.

Duly signed copies of the agreement are available at the offices of:

MARINE MANPOWER SERVICES (GUERNSEY) LTD & NAUTILUS INTERNATIONAL

SCHEDULE A - SEAFARERS' EMPLOYMENT AGREEMENT (SEA)

This SEA, together with the Collective Bargaining Agreement (as defined below) and other schedules contained within, form the "Agreement". Employee's joining instructions will also form part of the Agreement and Employee should safely retain a copy of these documents.

This SEA dated is between:

1. EMPLOYEE

1.1 SURNAME, FORENAME(S)	1.2 NATIONALITY
1.3 HOME ADDRESS	1.4 REPATRIATION AIRPORT
1.5 DATE OF BIRTH (DD/MM/YYYY)	1.6 PLACE OF BIRTH
1.7 PASSPORT NUMBER	1.8 PASSPORT EXPIRY DATE (DD/MM/YYYY)

AND

<p>2. EMPLOYER (<i>herein known as 'the Company'</i>) Name: MARINE MANPOWER SERVICES (GUERNSEY) LTD Address: PO BOX 191, ELIZABETH HOUSE, RUETTES BRAYES, ST. PETER PORT, GUERNSEY, C.I. GY1 4HW</p>
<p>3. SHIPOWNER Name: HOLLAND AMERICA LINE N.V., HAL ANTILLEN N.V., or HAL NEDERLAND N.V. Address: 300 ELLIOTT AVENUE WEST, SEATTLE, WA 98119, USA</p>
<p>Employee will be employed on any vessel owned, managed or chartered by the Shipowner as per Schedule B of the Collective Bargaining Agreement.</p>

4. INDEFINITE PERIOD OF EMPLOYMENT TERMS

4.1 INITIAL ASSIGNED RANK	4.2 INITIAL SALARY GBP per annum
4.3 SARB PERCENTAGE 8% or 4%	4.4 RETIREMENT SAVINGS PLAN (PENSION)% FROM COMPANY IF ENROLLED
4.5 APPROXIMATE SAILING ROTATION 4 MTHS ON / 2 MTHS OFF or 3 MTHS ON / 3 MTHS OFF	4.6 COMPANY DAYS PER ANNUM (PAID LEAVE ENTITLEMENT) MAX 193 (173) or MAX 253 (113)
4.7 DATE OF ENGAGEMENT TO BE CONFIRMED ON THE JOINING INSTRUCTIONS DOCUMENT	4.8 PORT OF ENGAGEMENT TO BE CONFIRMED ON THE JOINING INSTRUCTIONS DOCUMENT
<p>Where the Date of Engagement and/or Port of Engagement has not been specified in box 4.7 and/or 4.8 above this information will be contained within the joining instructions, issued prior to departure for the sailing assignment.</p>	
<p>4.9 CONTINUOUS SERVICE DATE (<i>the date upon which Employee's employment with the Company commenced</i>) (DD/MM/YYYY)</p>	
4.10 EMPLOYER'S NOTICE PERIOD 30 Days	4.11 EMPLOYEE'S NOTICE PERIOD 30 Days

5. ADDITIONALS

<p>5.1 WAGE STATEMENTS As per Clause 10(3) of Collective Bargaining Agreement</p>	<p>5.2 HOURS OF WORK AND REST As per Clause 29 of the Collective Bargaining Agreement</p>
<p>5.3 COMPLAINTS & GRIEVANCE PROCEDURE As per Clause 30 and Schedule G of the Collective Bargaining Agreement</p>	<p>5.4 HEALTH & SOCIAL SECURITY BENEFITS As per Clauses 11, 19 & 20 of the Collective Bargaining Agreement</p>
<p>5.5 REPATRIATION As per Clause 15 of the Collective Bargaining Agreement</p>	<p>5.6 DISCIPLINARY RULES & PROCEDURES As per Clause 27 and Schedule D of the Collective Bargaining Agreement</p>

6. DECLARATION

The Officer undertakes – to serve the Company in the rank as specified above for the agreed period and to carry out all duties in a professional manner whilst employed onboard the Shipowner’s vessels as laid down in the attached position description and is subject to the Merchant Marine Regulations and Official Notice of the country of the vessel’s registry.

The Officer – is employed on the terms and conditions detailed in the Collective Bargaining Agreement entered into by the Company and NAUTILUS INTERNATIONAL (“Collective Bargaining Agreement”). A copy of the current Collective Bargaining Agreement is available upon request.

The Collective Bargaining Agreement forms part of this SEA and may be varied from time to time in accordance with Paragraph 3 of the Collective Bargaining Agreement.

Termination - Termination of this Agreement and the Officer’s employment with the Company is pursuant to the terms set forth in the Collective Bargaining Agreement.

Disputes – any disputes arising over the terms of this Agreement, shall be subject to English Law.

The undersigned Officer acknowledges that he/she is freely entering, or has freely entered, into this SEA and is not signing under duress of any kind. The Officer further acknowledges that he/she has been given the opportunity to review and seek advice regarding his/her rights and responsibilities under this SEA before signing below.

<p>I confirm that I have freely entered this Agreement with a sufficient understanding of my rights and responsibilities and I have been given an opportunity to review and seek advice on the Agreement before signing.</p> <p>Signed: _____ (Employee)</p> <p>Date: _____ Location: _____</p>	<p>I confirm that the Employee has been informed of his or her rights and duties under this Agreement prior to or in the process of the Employee’s engagement onto the vessel.</p> <p>Signed: _____ (Employer)</p> <p>Date: _____ Location: _____</p>
<p>Signed: _____ (Shipowner/Purser)</p> <p>Date: _____ Location: _____</p>	<p>[Ships Stamp]</p>

SCHEDULE B

Vessels covered by this agreement:

**"VEENDAM"
"MAASDAM"
"VOLENDAM"
"ROTTERDAM"
"ZAANDAM"
"NOORDAM"
"AMSTERDAM"
"ZUIDERDAM"
"PRINSENDAM"
"OOSTERDAM"
"WESTERDAM"
"EURODAM"
"NIEUW AMSTERDAM"
"KONINGSDAM"**

Flag of Registry: **Dutch**

SCHEDULE C

For the purpose of this Schedule, the Officer Groups A, B, C are outlined below:

Group A: Captains, Staff Captains, Chief Engineers

Group B: SERS Officers, Staff Chief Engineers, 1st Officers, 1st Engineers, Chief Electricians, 2nd Engineers, Facility Managers, 1st Electricians. In addition, 2nd Officers and 3rd Engineers who have been employed by the Company for three consecutive years or more.

Group C: 2nd Officers who are not in Group B, 3rd Engineers who are not in Group B, 3rd Officers, 2nd Electricians, 4th Engineers, 3rd Electricians, Security Officers, IT Officers

“Annual Wage” means: the wage referred to in Schedule A.

“Monthly Wage” means: the Annual Wage divided by 12.

“Daily Wage” means: the Annual Wage divided by 365.

The following conditions apply to:

Group A

An annual length of service increase in the amount of 1%, effective as of January 1st of each year.

A 2.0% wage increase as of January 1, 2016, a 2.0% wage increase as of January 1, 2017 and a 2.0% wage increase as of January 1, 2018.

Group B

An annual length of service increase in the amount of 1%, effective as of January 1st of each year.

A 2.0% wage increase as of January 1, 2016, a 2.0% wage increase as of January 1, 2017 and a 2.0% wage increase as of January 1, 2018.

A 8% return bonus (SARB) payable upon return from prior assignment. Group B Officers who are sailing under the 3 months on – 3 months off sailing leave roster shall cease to be eligible for SARB commencing with the second 3 months on sailing assignment. Accordingly, an Officer whose previous sailing assignment was on a 4 months on – 2 months off sailing leave roster but who returns to the ship on a 3 months on – 3 months off sailing leave roster will receive a SARB bonus upon such return in respect of the previous sailing assignment that was on a 4 months on – 2 months off sailing leave roster. Notwithstanding the foregoing, the Company may elect to pay SARB to certain Officers even though they are sailing under the 3 months on – 3 months off sailing leave roster.

(SARB means Sailing Assignment Return Bonus)

Group C

An annual length of service increase in the amount of 1%, effective as of January 1st of each year.

A 2.0% wage increase as of January 1, 2016, a 2.0% wage increase as of January 1, 2017 and a 2.0% wage increase as of January 1, 2018.

A 4% return bonus (SARB) payable upon return from prior assignment.

(SARB means Sailing Assignment Return Bonus)

British GBP	2016 MMSG WAGE RANGE SCALE		
3/3 SHIPS' STAFF OFFICERS (193 days p/a)	MINIMUM	MIDPOINT	MAXIMUM
MASTER	£ 59,832.90	£ 70,303.66	£ 80,774.41
STAFF CAPTAIN	£ 52,122.51	£ 55,971.96	£ 59,821.41
CHIEF ENGINEER	£ 56,446.13	£ 66,324.20	£ 76,202.28
1ST OFFICER	£ 41,867.83	£ 46,846.96	£ 51,826.10
2ND OFFICER (CLASS 1) *	£ 37,389.33	£ 41,835.87	£ 46,282.40
2ND OFFICER *	£ 35,294.90	£ 39,493.03	£ 43,691.16
STAFF CHIEF ENGINEER	£ 47,218.79	£ 52,834.20	£ 58,449.61
1ST ENGINEER	£ 44,970.28	£ 50,318.29	£ 55,666.30
2ND ENGINEER (CLASS 1)	£ 40,072.69	£ 44,838.27	£ 49,603.84
2ND ENGINEER	£ 37,814.06	£ 42,311.55	£ 46,809.04
3RD ENGINEER (CLASS 2) *	£ 35,275.13	£ 39,470.23	£ 43,665.34
3RD ENGINEER *	£ 33,299.13	£ 37,259.87	£ 41,220.62
CHIEF ELECTRICIAN	£ 41,401.96	£ 46,325.98	£ 51,250.00
1ST ELECTRICIAN	£ 34,217.78	£ 38,287.37	£ 42,356.96
ENVIRONMENTAL OFFICER	£ 35,398.25	£ 39,608.34	£ 43,818.43
FACILITY MANAGER	£ 33,299.13	£ 37,259.87	£ 41,220.62
* Only applicable after 3 yrs service with Company			
British GBP	2016 MMSG WAGE RANGE SCALE		
4/2 OFFICERS (253 days p/a)	MINIMUM	MIDPOINT	MAXIMUM
1ST OFFICER	£ 44,722.52	£ 50,041.24	£ 55,359.96
2ND OFFICER (CLASS 1)	£ 39,938.67	£ 44,688.46	£ 49,438.25
2ND OFFICER	£ 37,701.22	£ 42,185.35	£ 46,669.49
3RD OFFICER (CLASS 2)	£ 26,225.49	£ 29,344.19	£ 32,462.89
3RD OFFICER	£ 22,898.84	£ 26,448.04	£ 29,997.23
STAFF CHIEF ENGINEER	£ 50,437.96	£ 56,436.42	£ 62,434.87
1ST ENGINEER	£ 48,036.16	£ 53,748.97	£ 59,461.78
2ND ENGINEER (CLASS 1)	£ 42,804.68	£ 47,895.32	£ 52,985.97
2ND ENGINEER	£ 40,392.52	£ 45,196.48	£ 50,000.44
3RD ENGINEER (CLASS 2)	£ 37,680.31	£ 42,161.52	£ 46,642.73
3RD ENGINEER	£ 35,569.39	£ 39,799.96	£ 44,030.53
4TH ENGINEER	£ 24,718.18	£ 26,758.16	£ 28,798.14
CHIEF ELECTRICIAN	£ 44,217.29	£ 49,476.14	£ 54,735.00
1ST ELECTRICIAN	£ 36,544.59	£ 40,890.91	£ 45,237.24
2ND ELECTRICIAN	£ 36,544.59	£ 40,890.91	£ 45,237.24
3RD ELECTRICIAN	£ 22,608.42	£ 24,475.11	£ 26,341.79
ENVIRONMENTAL OFFICER	£ 37,980.95	£ 42,498.22	£ 47,015.48
IT OFFICER	£ 34,665.69	£ 37,526.21	£ 40,386.72
SECURITY OFFICER	£ 21,703.57	£ 23,494.66	£ 25,285.75
FACILITY MANAGER	£ 35,569.39	£ 39,799.96	£ 44,030.53
ASST FACILITY MANAGER	£ 24,718.18	£ 26,758.16	£ 28,798.14

British GBP	2017 MMSG WAGE RANGE SCALE		
3/3 SHIPS' STAFF OFFICERS (193 days p/a)	MINIMUM	MIDPOINT	MAXIMUM
MASTER	£ 61,029.56	£ 71,709.73	£ 82,389.90
STAFF CAPTAIN	£ 53,164.97	£ 57,091.40	£ 61,017.84
CHIEF ENGINEER	£ 57,575.05	£ 67,650.69	£ 77,726.32
1ST OFFICER	£ 42,705.18	£ 47,783.90	£ 52,862.63
2ND OFFICER (CLASS 1) *	£ 38,137.12	£ 42,672.59	£ 47,208.05
2ND OFFICER *	£ 36,000.80	£ 40,282.89	£ 44,564.98
STAFF CHIEF ENGINEER	£ 48,163.17	£ 53,890.89	£ 59,618.61
1ST ENGINEER	£ 45,869.68	£ 51,324.65	£ 56,779.62
2ND ENGINEER (CLASS 1)	£ 40,874.15	£ 45,735.03	£ 50,595.92
2ND ENGINEER	£ 38,570.34	£ 43,157.78	£ 47,745.23
3RD ENGINEER (CLASS 2) *	£ 35,980.63	£ 40,259.64	£ 44,538.64
3RD ENGINEER *	£ 33,965.11	£ 38,005.07	£ 42,045.03
CHIEF ELECTRICIAN	£ 44,084.47	£ 49,327.53	£ 54,570.59
1ST ELECTRICIAN	£ 36,771.15	£ 41,144.41	£ 45,517.68
ENVIRONMENTAL OFFICER	£ 36,106.21	£ 40,400.51	£ 44,694.80
FACILITY MANAGER	£ 33,965.11	£ 38,005.07	£ 42,045.03
* Only applicable after 3 yrs service with Company			
British GBP	2017 MMSG WAGE RANGE SCALE		
4/2 OFFICERS (253 days p/a)	MINIMUM	MIDPOINT	MAXIMUM
1ST OFFICER	£ 45,616.97	£ 51,042.06	£ 56,467.16
2ND OFFICER (CLASS 1)	£ 40,737.44	£ 45,582.23	£ 50,427.01
2ND OFFICER	£ 38,455.25	£ 43,029.06	£ 47,602.88
3RD OFFICER (CLASS 2)	£ 26,750.00	£ 29,931.08	£ 33,112.15
3RD OFFICER	£ 23,356.82	£ 26,977.00	£ 30,597.18
STAFF CHIEF ENGINEER	£ 51,446.72	£ 57,565.14	£ 63,683.56
1ST ENGINEER	£ 48,996.88	£ 54,823.95	£ 60,651.01
2ND ENGINEER (CLASS 1)	£ 43,660.77	£ 48,853.23	£ 54,045.69
2ND ENGINEER	£ 41,200.37	£ 46,100.41	£ 51,000.45
3RD ENGINEER (CLASS 2)	£ 38,433.92	£ 43,004.75	£ 47,575.59
3RD ENGINEER	£ 36,280.77	£ 40,595.96	£ 44,911.14
4TH ENGINEER	£ 25,212.54	£ 27,293.32	£ 29,374.10
CHIEF ELECTRICIAN	£ 47,082.22	£ 52,681.80	£ 58,281.39
1ST ELECTRICIAN	£ 39,271.58	£ 43,942.23	£ 48,612.88
2ND ELECTRICIAN	£ 39,271.58	£ 43,942.23	£ 48,612.88
3RD ELECTRICIAN	£ 23,060.59	£ 24,964.61	£ 26,868.62
ENVIRONMENTAL OFFICER	£ 38,740.57	£ 43,348.18	£ 47,955.79
IT OFFICER	£ 35,359.01	£ 38,276.73	£ 41,194.45
SECURITY OFFICER	£ 22,137.64	£ 23,964.55	£ 25,791.47
FACILITY MANAGER	£ 36,280.77	£ 40,595.96	£ 44,911.14
ASST FACILITY MANAGER	£ 25,212.54	£ 27,293.32	£ 29,374.10

British GBP	2018 MMSG WAGE RANGE SCALE		
3/3 SHIPS' STAFF OFFICERS (193 days p/a)	MINIMUM	MIDPOINT	MAXIMUM
MASTER	£ 62,250.15	£ 73,143.92	£ 84,037.70
STAFF CAPTAIN	£ 54,228.26	£ 58,233.23	£ 62,238.19
CHIEF ENGINEER	£ 58,726.55	£ 69,003.70	£ 79,280.85
1ST OFFICER	£ 43,559.29	£ 48,739.58	£ 53,919.88
2ND OFFICER (CLASS 1) *	£ 38,899.86	£ 43,526.04	£ 48,152.21
2ND OFFICER *	£ 36,720.81	£ 41,088.55	£ 45,456.28
STAFF CHIEF ENGINEER	£ 49,126.43	£ 54,968.70	£ 60,810.98
1ST ENGINEER	£ 46,787.08	£ 52,351.15	£ 57,915.22
2ND ENGINEER (CLASS 1)	£ 41,691.63	£ 46,649.74	£ 51,607.84
2ND ENGINEER	£ 39,341.75	£ 44,020.94	£ 48,700.13
3RD ENGINEER (CLASS 2) *	£ 36,700.25	£ 41,064.83	£ 45,429.42
3RD ENGINEER *	£ 34,644.41	£ 38,765.17	£ 42,885.93
CHIEF ELECTRICIAN	£ 46,787.08	£ 52,351.15	£ 57,915.22
1ST ELECTRICIAN	£ 39,341.75	£ 44,020.94	£ 48,700.13
ENVIRONMENTAL OFFICER	£ 36,828.34	£ 41,208.52	£ 45,588.69
FACILITY MANAGER	£ 34,644.41	£ 38,765.17	£ 42,885.93
* Only applicable after 3 yrs service with Company			
British GBP	2018 MMSG WAGE RANGE SCALE		
4/2 OFFICERS (253 days p/a)	MINIMUM	MIDPOINT	MAXIMUM
1ST OFFICER	£ 46,529.30	£ 52,062.90	£ 57,596.50
2ND OFFICER (CLASS 1)	£ 41,552.19	£ 46,493.87	£ 51,435.55
2ND OFFICER	£ 39,224.35	£ 43,889.64	£ 48,554.93
3RD OFFICER (CLASS 2)	£ 27,285.00	£ 30,529.70	£ 33,774.40
3RD OFFICER	£ 23,823.95	£ 27,516.54	£ 31,209.12
STAFF CHIEF ENGINEER	£ 52,475.66	£ 58,716.45	£ 64,957.23
1ST ENGINEER	£ 49,976.82	£ 55,920.42	£ 61,864.03
2ND ENGINEER (CLASS 1)	£ 44,533.99	£ 49,830.29	£ 55,126.60
2ND ENGINEER	£ 42,024.38	£ 47,022.42	£ 52,020.46
3RD ENGINEER (CLASS 2)	£ 39,202.59	£ 43,864.85	£ 48,527.10
3RD ENGINEER	£ 37,006.39	£ 41,407.88	£ 45,809.37
4TH ENGINEER	£ 25,716.79	£ 27,839.19	£ 29,961.58
CHIEF ELECTRICIAN	£ 49,976.82	£ 55,920.42	£ 61,864.03
1ST ELECTRICIAN	£ 42,024.38	£ 47,022.42	£ 52,020.46
2ND ELECTRICIAN	£ 42,024.38	£ 47,022.42	£ 52,020.46
3RD ELECTRICIAN	£ 23,521.80	£ 25,463.90	£ 27,406.00
ENVIRONMENTAL OFFICER	£ 39,515.38	£ 44,215.15	£ 48,914.91
IT OFFICER	£ 36,066.19	£ 39,042.26	£ 42,018.34
SECURITY OFFICER	£ 22,580.39	£ 24,443.84	£ 26,307.30
FACILITY MANAGER	£ 37,006.39	£ 41,407.88	£ 45,809.37
ASST FACILITY MANAGER	£ 25,716.79	£ 27,839.19	£ 29,961.58

SCHEDULE D

Code of Conduct for the Merchant Navy (August 2013)

This Code has been agreed between Nautilus International, the National Union of Rail, Maritime and Transport Workers (RMT) and the UK Chamber of Shipping and approved by the Maritime and Coastguard Agency.

The Code is printed in this leaflet. Please read it carefully. It sets out disciplinary rules and procedures which apply when you are employed to work on board ship. Any questions you may have should be referred to your supervisor or head of department, or to an official of your union.

Background and purpose

Introduction

1. Seafaring is a civilian occupation which imposes on seafarers certain demands not found in land-based jobs. Seafarers are often required to spend both their working and leisure hours in the confined environment of a ship with the same individuals. This can make seafarers more susceptible to the stresses of everyday life than those working ashore. In this environment, the need for discipline and good behaviour is particularly important.
2. This document sets out disciplinary rules, reflecting the standards of behaviour generally to be expected of all seafarers. It has been drawn up by the organisations representing the seafarers and the employers and approved by the Secretary of State for Transport. Observing the Code and the disciplinary rules within it will make seafaring a better and more rewarding job for all those involved and will help to secure the safety of everybody aboard. Disciplinary procedures should not be viewed primarily as a means of imposing sanctions – they are designed to emphasise and encourage improvements in individual conduct. Rules drawn up by shipping companies and Masters' Standing Orders relating to conduct should not conflict with the disciplinary rules in the Code.

Conduct in emergencies

3. In any emergency or other situation in which the safety of the ship or of any person on board or the marine environment is at stake, the Master, Officers and Petty Officers are entitled to look for immediate and unquestioning obedience of orders. There can be no exceptions to this rule. Failure to comply will be treated as among the most serious of breaches of discipline and may also warrant prosecution under the provisions of the Merchant Shipping Acts.

Conduct in situations other than emergencies

4. Emergencies are fortunately rare and this document is primarily concerned with the day-to-day situation on board. An important factor in securing co-operation, which cannot be too strongly stressed, is good communications. This applies both to communications between a company's shore-based administration and the ship and to communications within the ship itself. It should be borne in mind, however, that certain acts of misconduct (e.g. absence from place of duty, etc.) could have the effect of causing an emergency. The following paragraph sets out some broad general guidance on everyday conduct.
5. a) **Punctuality** is very important both for the efficient operation of the ship and to avoid putting extra work on others. This is true of joining the vessel at the time appointed, returning from shore leave, reporting for watch-keeping duty and all other work. Absence at the time of sailing, in particular, may seriously delay the ship or even prevent her sailing until a replacement is found.

- b) **Duties.** Every seafarer should carry out his or her duties efficiently to the best of his or her ability. Seafarers have a right to be told clearly what their duties are and to whom they are responsible for carrying them out; if in doubt, they should ask. Seafarers must also obey reasonable commands and instructions.
- c) **Treatment of accommodation.** The ship is both a seafarer's place of work and home. Therefore both personal and shared facilities and accommodation should be used appropriately with consideration for others.
- d) **Behaviour towards others.** A person's anti-social behaviour can be a nuisance to others on board. In extreme circumstances, it can also place the ship and the crew at risk of danger. Such behaviour includes but is not limited to excessive noise, abusive language, harassment, bullying, aggressive attitudes and offensive personal habits. Seafarers should also be considerate towards those who need to sleep whilst others are awake.
- e) **Compliance with company rules and procedures.** Any person on board a ship must abide by the applicable company-specific rules and procedures. These include but are not limited to rules and procedures relating to alcohol, smoking, drugs, offensive weapons, unauthorised persons or possessions or cargo, the environment, health or safety, harassment or bullying, criminal or fraudulent activity and IT systems.

Dealing with breaches of discipline

- 6. A procedure for dealing with breaches of disciplinary rules must be backed by appropriate sanctions. These may range, according to the seriousness of the breach, from informal warnings for the most minor breaches, through various grades of warnings, to dismissal from the ship and employment. Where seafarers are subject to the general law of the United Kingdom and, for certain offences prejudicial to the safety of the ship or those on board, there remains a liability to prosecution under Section 58 of the Merchant Shipping Act 1995.

Disciplinary rules

Gross misconduct

- 7. Acts of gross misconduct, examples of which are listed below, may, if appropriate in the circumstances and established to the satisfaction of the Master, lead to dismissal from the ship either immediately or at the end of the voyage and to dismissal from employment. This is separate from any other legal or disciplinary action which may be called for.
 - i) assault (including threatening behaviour)
 - ii) willful damage to the ship or any property on board
 - iii) theft (including attempted theft) or possession of stolen property
 - iv) possession of offensive weapons
 - v) persistent or willful failure to perform duty
 - vi) unlawful possession or distribution of drugs
 - vii) conduct endangering the ship, persons or cargo on board, or the marine environment
 - viii) combination with others at sea to impede the progress of the voyage or navigation of the ship
 - ix) disobedience of a lawful order
 - x) to be asleep on duty or fail to remain on duty, if such conduct would prejudice the safety of the ship, persons or cargo on board, or the marine environment
 - xi) breach of company rules and procedures relating to alcohol, drugs or smoking.
 - xii) failure to report to work without satisfactory reason or absence from place of duty or from the ship without leave
 - xiii) interference with the work of others
 - xiv) behaviour which seriously detracts from the safe and/or efficient working of the ship
 - xv) conduct of a sexual nature, or other conduct based on sex affecting the dignity of women and men which is unwanted, unreasonable or offensive to the recipient

- xvi) behaviour which seriously detracts from the social well-being of any other person on board, including but not limited to bullying, harassment, intimidation and coercion
- xvii) causing or permitting unauthorised cargo, possessions or persons to be on board the ship or in parts of the ship where prohibited
- xviii) smuggling of any nature or breach of Customs' regulations, including but not limited to contraband, stowaways or refugees
- xix) demanding and/or receiving any commission or any other favour or benefit from any passenger, customer or supplier (excluding only unsolicited tips given by passengers for service provided, to the extent permissible under company rules)
- xx) deliberate misuse of a harbour pass or personal identity card.
- xxi) commission of a breach of a lesser degree listed in Paragraph 9 after warnings have been given in accordance with the procedures in Paragraph 8

Less serious misconduct

8. Breaches of a lesser degree of seriousness may be dealt with by:

- a) an informal warning administered at an appropriate level
- b) a formal warning by an Officer
- c) a written warning by a senior Officer
- d) a final written warning by a senior Officer or the Master.

When a warning other than an informal warning is given, the seafarer should be advised of the likely consequences of further breaches of discipline.

9. Examples of breaches of the disciplinary rules where use of the Paragraph 8 procedure is considered appropriate are listed below.

- a) offences of the kind described at Paragraph 7, which are not considered to justify dismissal in the particular circumstances of the case
- b) minor acts of negligence, neglect of duty, disobedience and assault
- c) unsatisfactory work performance
- d) poor time keeping
- e) stopping work before the authorised time
- f) offensive or disorderly behaviour.

Shipboard disciplinary procedures

Immediate suspension

10. In serious cases the Master may suspend a seafarer from duties and take such action to preserve the safety of the ship, persons or cargo on board, or the marine environment, as he or she considers appropriate. In such cases the Master may require for the seafarer to be disembarked and repatriated as soon as practicable. Shipboard procedures may not then apply. In such an event, disciplinary action will be initiated ashore by a shore manager.

Initial meeting/Informal Warning

11. A seafarer who is alleged to have breached the disciplinary rules will be called to a meeting with a Petty Officer or Officer or the Master as appropriate.

12. At the meeting the seafarer will be told of the alleged breach, given the opportunity to give his/her explanation and say whether or not s/he admits it.
13. If the Petty Officer, Officer or Master is satisfied that no further action is called for or that the breach needs no more than an Informal Warning, s/he will proceed accordingly and the matter will then be regarded as resolved.
14. If the Petty Officer, Officer or Master decides that formal action is required the seafarer will be advised accordingly. In the discretion of the Petty Officer, Officer or Master, the seafarer may be suspended from duty.

Formal action

15. An Officer or the Master will investigate the allegation. Written statements may be taken from material witnesses. The investigation should be completed without undue delay.
16. If, following the investigation, the Officer or Master concludes that no further action is called for, or that the breach needs no more than an informal warning, s/he will proceed accordingly and the matter will then be regarded as resolved.
17. If the Officer or Master concludes that formal disciplinary action is called for:
 - a) If there is no current prior warning and the breach is considered to be one of a lesser degree, the Officer or Master will undertake a disciplinary hearing or refer it to an appropriate Officer for action.
 - b) If there is a current prior warning or if the breach is considered to be sufficiently serious to warrant action at senior Officer level or above, a senior Officer or the Master will undertake a disciplinary hearing.
 - c) If the breach is considered to be gross misconduct, the Master will undertake a disciplinary hearing.
18. The seafarer will be given written notice of the disciplinary hearing. This will specify:
 - a) date, time and place of the hearing
 - b) the conduct allegedly committed
 - c) the disciplinary rule(s) allegedly breached
 - d) the potential penalty if a breach of discipline is substantiated and
 - e) the seafarer's rights at the hearing as in paragraph 19.

It will be accompanied by copies of any relevant statements.

The disciplinary hearing

19. At the hearing the seafarer may:
 - a) be accompanied at the hearing by a work colleague, or trade union official if available
 - b) call relevant witnesses
 - c) question witnesses on the evidence

- d) make any statement or comments on
- the evidence, in response to the alleged breach
 - the appropriate penalty if the breach of discipline is substantiated.
20. At any hearing the seafarer will be invited to say whether or not s/he admits the alleged breach of discipline.
- a) If s/he admits it, the hearing will move immediately to consideration of penalty.
- b) If s/he does not admit it, the hearing will consider relevant evidence including any presented by the seafarer.
21. In exceptional circumstances, it may be appropriate to conduct the hearing ashore.
22. If in the course of the hearing it appears to the person conducting it that:
- a) the matter warrants more serious action than originally envisaged, the hearing will be adjourned and the matter referred to more senior level for action. A new notice of disciplinary hearing will then be issued to the seafarer detailing the matters in paragraphs 18 (a) to (d);
- b) the matter warrants less serious action than originally envisaged, the hearing may be adjourned and the matter referred to a lower level for action.
23. After the hearing the person conducting it will give his/her determination. S/he will say whether or not s/he finds a breach or breaches of discipline to have occurred and, if so, specify the breach or breaches and the appropriate penalty.
24. The penalties which may be imposed are as follows:
- | | |
|------------------|---------------------|
| Master | Dismissal from ship |
| Final warning | |
| Written warning | |
| Formal warning | |
| Informal warning | |
| Senior Officer | Final warning |
| Written warning | |
| Formal warning | |
| Informal warning | |
| Officer | Formal warning |
| Informal warning | |
| Petty Officer | Informal warning |
25. The seafarer will be given written notification of the outcome of the hearing and the reasons for the decision as soon as practicable following the hearing. The seafarer should be told how long any warning will remain current.
26. The seafarer will be given a copy of any entries made in the ship's Official Log Book.

Shore disciplinary procedures

Dismissal from the ship

27. Dismissal from the ship will not operate to terminate employment. An appropriate shore manager will be appointed to consider the seafarer's future employment in the light of his or her dismissal from the ship. The seafarer will be suspended pending the hearing. Suspension will normally be on pay, but may exceptionally be off pay where the offence is absenteeism or if the seafarer unreasonably delays the shore hearing. In the event that the seafarer is not then dismissed, back pay will be paid for the period of suspension.
28. The seafarer will be invited to a shore hearing at which his/her future employment will be considered. In convening and conducting the hearing the shore manager will follow the principles in paragraphs 18 to 20.
29. The penalties which may be imposed following a shore hearing are as follows:
- Dismissal from employment
 - Final warning
 - Written warning
 - Formal warning
 - Informal warning

Also, in addition if considered appropriate:

- Demotion and/or loss of seniority
30. The seafarer will be given written notification of the outcome of the hearing as soon as practicable following the hearing. The written notification will advise the seafarer of any right to appeal to other shore management.

Appeals

31. The seafarer may appeal a shore management decision of:
- Dismissal from employment
 - Final warning
 - Demotion and/or loss of seniority
32. Any appeal must be made in writing without delay. An appeal may be ruled out of time if made later than seven working days after the seafarer receives written notification of the outcome of the first shore hearing.
33. The seafarer's written notification of the appeal must detail all the grounds on which it is brought.
34. On appeal it will be for the seafarer to show that the outcome of the first shore hearing was inappropriate.
35. Where the written notification of the appeal is considered insufficient to justify an appeal, the person considering it may dismiss the appeal without convening a meeting. The seafarer will be given written notification of the decision and the reasons for it as soon as practicable.
36. Subject to paragraphs 32 and 35, the seafarer will be invited to a meeting to consider his/her appeal. S/he will be given written notice of the meeting. It will specify:
- a) Date, time and place of the meeting
 - b) The seafarer's right to be accompanied by a work colleague or trade union official.

37. The outcome of the appeal and the reasons for the decision will be confirmed in writing as soon as practicable after the hearing.

Exclusions

38. This Code does not apply to procedures conducted ashore that may lead to termination of employment.
39. Nothing in this Code affects the right of the Master and/or the seafarer's employer to inform the appropriate authorities, including the police, of any suspected criminal offence.
40. Nothing in this Code shall affect any seafarer's right to bring a claim to an Employment Tribunal.

SCHEDULE E

WARLIKE OPERATIONS

An Officer serving on a vessel in an area defined as a war zone as declared by the UN General Council/Government of the Flag of Registry of the vessel or designate, or by "Lloyds" as entered will be paid compensation equivalent to that agreed by the Company with NAUTILUS INTERNATIONAL. Officers will serve in a war zone on a volunteer basis only, but if they should wish to be relieved, they will be disembarked at a convenient port immediately prior to entering the war zone.

In the event of an Officer being killed in these circumstances and leaving a dependant widow or other dependant relative or relatives, a sum equal to THREE times the applicable total Annual Wage shall be paid and allocated between the dependant widow and other dependant or dependants according to degree(s) of dependency. Equivalent compensation will also be paid in respect to those Officers, injured or detained as a result of a war like operations.

SCHEDULE F

SHIPOWNER POLICY REGARDING DRUGS AND ALCOHOL

This Schedule refers directly to the Shipowner's policy on Drugs and Alcohol which is clearly described in **HRP-300 Vessel Drug & Alcohol Policy Manual**, is subject to change from time to time, and which will be provided when commencing employment with the Company and is available at all times from the Company and onboard vessels.

All Officers will also make a formal acknowledgement stating they understand this policy and the notification of random drug testing by completing the Ship owner's "**D&A HRP-300 Declaration**" accordingly.

The outline of Policy **HRP-300** is described below:

Drug & Alcohol Policy

- 1.1 Zero Tolerance—Illegal Drugs
- 2.0 Roles & Responsibilities
- 3.0 Prevention of the Use, Sale, or Possession of Drugs Onboard
 - 3.1 Prohibited Drugs
 - 3.2 Searches
- 4.0 Alcohol Standards
 - 4.1 Scheduled Operations
 - 4.2 On Duty
 - 4.3 Off Duty
- 5.0 Drug & Alcohol Testing
 - 5.1 Pre-employment Drug Testing
 - 5.2 Drug Testing
 - 5.3 Alcohol Testing
 - 5.4 Random Testing
 - 5.5 Reasonable Cause Testing
 - 5.6 Incident Testing
- 6.0 Reporting
 - 6.1 Drug & Alcohol Testing Logbook
- 7.0 Disciplinary Action
- 8.0 Rehabilitation Programs
 - 8.1 Voluntary Program
 - 8.2 Mandatory Program
- 9.0 Training & Oversight

SCHEDULE G

COMPLAINTS & GRIEVANCE PROCEDURES

The following procedures will apply for the settlement of any grievance relating to employment. The aim of this procedure is to avoid victimisation and settle the grievance quickly and fairly, as near to the point of origin as possible. At all times the seafarer has a right to be accompanied and to be represented by another seafarer of his or her choice on board.

HAL Onboard Complaint Procedure – Maritime Labour Convention 2006 (MLC, 2006)

Pursuant to MLC, 2006 Regulation 5.1.5; NSI DMLC Part 1 art. 13; Seafarer Act art. 69a

Consistent with Holland America Line's commitment to the wellbeing of seafarers aboard our ships, the following Onboard Complaint Procedure has been created to receive and address allegations of breaches of seafarers' rights under the MLC 2006 or flag state legislation.

Progression

Complaints or misunderstandings are often most efficiently resolved at the closest level of authority. Seafarers are encouraged to approach their immediate supervisors or managers whenever there is a concern.

All leaders at Holland America Line and Company are expected to:

- be available and approachable to their direct reports, especially for the purposes of receiving a complaint or concern.
- take concerns seriously.
- remind the seafarer of his or her right to representation of his or her choosing.
- conduct appropriate inquiry into the circumstances associated with the concern or request an objective third-party to assist on their behalf.
- abstain from victimization (retaliation) for anyone bringing forth a concern in good-faith.
- record the concern and report it, and its associated resolution (or lack thereof), to the Master or his or her designee, copying the complainant.

If a matter has not been resolved to the satisfaction of all parties involved, any party may elevate it to the next level of authority.

A seafarer shall always have the right to seek advice from and representation by NAUTILUS INTERNATIONAL at any point in this process although this shall not be a basis for delaying any proceeding.

Notwithstanding the progression suggested, seafarers retain the right to issue their concerns directly to the Master anytime. Further, seafarers may approach shoreside Shipowner or Company administration and/or flag state or other external authorities as considered necessary. (See "Contact Information for Relevant Authorities" below.)

All complaints, and the efforts to resolve them, should be made as immediately as possible and always according to a timeframe appropriate to the seriousness of the issues involved.

Seafarers' Rights to Representation

Seafarers retain the right to be represented in a labor grievance by a labor organization which is party to a contract entered into and which covers the seafarer. Seafarers also have the right to be accompanied and/or represented by another seafarer

of their choosing onboard the ship concerned. Note that Shipowner provides Human Resources Managers (HRM's) onboard each ship to be available to seafarers for confidential counsel and assistance with the processing of any grievance (should seafarers choose to avail themselves of this service).

The Human Resources Manager currently onboard the ms _____ is _____ and can be contacted in the Human Resources Manager office.

(Above details to be confirmed upon embarkation)

Documentation

Written records of complaints are to be sent to the Shipowner's Human Resources Department and appropriate entries are to be made in the ship's official logbook.

Safeguards Against Victimization (Retaliation)

Seafarers are protected against victimization (retaliation) for filing complaints. No adverse action shall be taken by any person with respect to a seafarer for lodging a complaint which is not manifestly vexatious or maliciously made. Should a seafarer feel that he or she has been victimized, he or she should report this concern according to the Onboard Complaint Procedure. Seafarers are reminded that they have the right to bypass levels of authority if they feel such bypass is necessary in light of the circumstances.

Contact Information for Relevant Authorities

Beyond the levels of leadership available onboard each ship, there are external authorities with whom complaints may be filed. They include:

- * Senior Vice President of Human Resources
- * Elana Siegel
- * Address: 300 Elliott Ave West Seattle, WA 98119
- * Phone: (206) 286-8271
- * Email: esiegel@HollandAmericagroup.com

- * Designated Person Ashore
- * Rik Krombeen – Director, Safety & Environmental Compliance
- * Address: 300 Elliott Ave West Seattle, WA 98119
- * Phone: (206) 286-3466
- * Email: MVersteeg@HollandAmerica.com

- * Carnival Compliance Hotline
- * Phone (within United States): 1-888-290-5105
- * Phone (international): +1-305-406-5863
- * Website: www.carnivalcompliance.com

- * Flag State Authorities
- * Netherlands Shipping Inspectorate
- * Email: MLC-Complaints@ilent.nl

- * Competent Authority in Seafarer's Country of Residence
- * Please see the Human Resources Manager for appropriate contact information

If no settlement can be reached onboard the ship, the facts are to be forwarded to the Shipowner by letter or by fax. The Shipowner may delegate further investigations to the Company. At this stage the Company will consult with NAUTILUS INTERNATIONAL. The Company and NAUTILUS INTERNATIONAL will then attempt to negotiate a settlement.

In the event of the matter remaining unresolved, the Company and NAUTILUS INTERNATIONAL will consider the agreed facts.

At all stages of the complaints and grievance procedure, where the Company acts on behalf of the Shipowner, the Company will at all times keep the Shipowner fully advised and before any settlement is agreed the Company will undertake to agree the proposed solution with the Shipowner.

NOT ONBOARD

- The matters should first be raised with an appropriate official of the Company or Shipowner.
- If the grievance is not resolved the facts will be reported to the Shipowner. At this stage the Company will consult with the Shipowner. The Company and the Shipowner will then attempt to negotiate a settlement. If the grievance is not resolved the facts will be reported to the Company. At this stage the Company will consult NAUTILUS INTERNATIONAL. The Company and NAUTILUS INTERNATIONAL will then attempt to negotiate a settlement.
- In the event of the matter remaining unresolved, the Company and NAUTILUS INTERNATIONAL will consider the agreed facts.
- In the event of the matter remaining unresolved, the Company and the Shipowner will consider the agreed facts.

SCHEDULE H

TRAINING & DEVELOPMENT LEAVE – HOLLAND AMERICA LINE

Applications: All Holland America Line Nautical & Technical Officers employed on a Marine Manpower Services (Guernsey) Ltd Contract of Employment.

Effective: 1st January 2013

Objectives: To assist Officers to obtain a higher certificate of competency in order to prepare them for their subsequent assignment in a higher rank on board a HAL vessel.

Policy: Officers will be eligible to participate in the program subject to the following conditions.

- A. Officers must complete 12 continuous months of employment with HAL to participate in this program. (Note: Officers do not have to wait 12 months after hire to apply for Training and Development Leave but must have completed 12 months of employment when the leave commences).
- B. An Officer leaving the employment of the Company/HAL for more than 6 months in any consecutive year will have deemed to be a new entrant and will be required to re-apply as specified in the policy.
- C. The higher certificate of competency is required to be promoted into the next rank.
- D. Officers must be recommended by the Master and or Chief Engineer and the said must sign any application.
- E. Courses can be taken only during Company/HAL approved study leave period.
- F. Courses must be taken at approved MCA/Company/HAL Nautical/Technical Institutes.
- G. Financial assistance will be provided as follows:

Officers entitled to study leave will be paid at the Daily Wage rate per day while attending an approved training establishment, subject to the submission of attendance certificates. Officers submitting attendance certificates for one full calendar months attendance will receive 25 days pay at the Daily Wage rate. Officers who do not attend for a full calendar month will only receive pay at the Daily Wage rate for those days they actually attended college.

On an Officer's successful completion and obtaining the certification and continued employment for 24 months, the Company/Ship-owner will pay a bonus equivalent to 33% of the Daily Wage rate per day for the total days the Officer had attended the approved training establishment. These terms must be read in conjunction with the current study leave policy. Leave will not be earned during periods of study leave.

Should an Officer leave, for whatever reason (including dismissal), during the said 2 years the Company/HAL has the right to reclaim such monies on a pro-rata basis from the Officer's last balance of wages. If this balance is insufficient to cover monies owed to the Company/HAL, it retains its right to seek full financial redress, including recourse through the legal system if necessary.

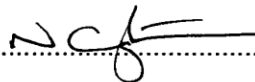
If the course is not successfully completed the Officer will not receive the bonus. If the Officer then passes the certificate at a later date the bonus will be paid on production of the correct documentation. No financial assistance will be given for an Officer to retake the failed course.

Course fees and exams fees for successfully completing the approved course will be 100% reimbursed. Any cost associated with study materials will be the responsibility of the Officer.

(This allowance covers only those weeks the Officer is attending college. Other vacation periods are not eligible for this allowance. For example, if an Officer completes studies in June but does not return until September, leave pay will be in affect through June).

Procedure:

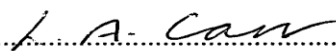
- A. The Officer must complete and submit to the Company/HAL, an application for Training and Development Leave. This application must be received a minimum of 12 months in advance of the leave period being requested. Applications received less than 12 months in advance will generally be rejected.
- B. HAL will make every effort to adjust the planning of eligible Officers to allow for course attendance. However, a change in leave period, which causes undue hardship to fellow Officers, may be denied until a future date.
- C. The Officer is responsible for payment of the course and exam fees then shall produce the receipt to the Company.
- D. When completing any expense forms, Officers should attach all receipts and vouchers. No claims will be accepted unless completed on the relevant expense form.
- E. The Officer is responsible for submitting an attendance certificate to the Company in order to receive full wage. If no certificate is produced the Officer will not be eligible to receive any wages.
- F. Upon successful completion of the course the Officer must submit proof of course completion from the Institution attended to the Company in order to be reimbursed the bonus after two years continuous service with HAL.
- G. Officers will be selected in the program on a “first come first served basis” but HAL reserve the right to select Officers as per fleet requirements. Only two Officers at any one time will be able to participate in this program. This may be two from the same departments depending on fleet requirements.
- H. Officers completing the program and returning with a higher certificate of competency will be re-assigned in their rank/pay. Officers will only be promoted, as a position becomes available.
- I. The Company/HAL reserves the right to modify the program at any time and withdraw the program should this concession be abused.

Signed for:..... 

MARINE MANPOWER SERVICES (GUERNSEY) LTD

PO Box 191, Elizabeth House
Ruettes Brayes, St Peter Port
Guernsey C.I. GY1 4HW

Dated 14TH OCT.....2016

Signed for:..... 

NAUTILUS INTERNATIONAL

1&2 The Shrubberies, George Lane,
South Woodford,
London E18 1BD

Dated 10TH OCTOBER.....2016