

**Danish  
International  
Ship's register**

**Framework Agreement**

**between**

**Metal Maritime  
and**

**Danish Shipping  
(DSA I)**

**valid  
from April 01, 2022  
to March 31, 2025**

## **Framework agreement**

**between**

**Danish Shipping (DSA I)**

**and**

**Metal Maritime**

This Framework agreement is subject to Danish law and entered into between Danish Shipping (DSA I) and Metal Maritime on behalf of the legitimate parties according to Article 10 (3) of the Act on Danish International Ship's Register (DIS) and applies for ratings and officers (captains excluded) serving on combined freight and passenger (Ro-Pax) vessels being members of Danish Shipping and registered in DIS whilst trading in the Baltic East of 15°30(the area is further outlined in appendix A).

The framework agreement contains some general terms and conditions. Terms and conditions regarding service period, working hours and wages are to be concluded in a separate supplementary agreement between said company and Metal Maritime. Such agreements can contain other terms and conditions and must be approved by the parties of the framework agreement before they come into force.

This framework agreement and supplementary agreements apply provided and as long as the seafarers are not covered by a CBA entered into with a union in the seafarers' country of residence.

### **Article 1 – Engagement, termination and discharge of seafarers**

- (1) Signing on and discharging from ships covered by this agreement shall be undertaken in accordance with the provisions of the Act on Seafarers' Conditions of Employment, etc. in force at the time in question and the following rules of engagement. An English edition of this Act is to be available on board.
- (2) Unless otherwise agreed the employment can be terminated in accordance with the provisions stipulated in the Act on Seafarers' Conditions of Employment, etc. in force at the time in question.

Concerning ratings, unless otherwise agreed, either party may terminate the employment by given seven (7) days of notice. Any possible probationary period is to be concluded in the supplementary agreement.

Concerning officers, unless otherwise agreed, the shipowner can terminate the employment by given one (1) month notice during the first year of employment and three (3) months' notice thereafter. The officer can terminate the employment by given one (1) month notice. Terms of notice regarding voyage or other fixed termed contract is subject to the special rules laid down in the Act on Seafarers' Conditions of Employment, etc. Any possible probationary period is to be concluded in the supplementary agreement.

- (3) Prior to signing on the seafarer will be interviewed and medically examined for fitness at the shipowner's discretion. Expenses for medical examination will be covered by the shipowner.
- (4) Reasonable travelling expenses prior approved by the shipowner shall be paid by the shipowner. If the seafarer terminates the contract without cause while serving on board, the repatriation costs including travelling expenses of the seafarer's replacement will be for the seafarer's own account.

#### **Article 2 - Payment**

- (1) Unless otherwise agreed pay accrues from and including the day the seafarer commences services on board.
- (2) Unless otherwise agreed salary is paid monthly in arrears. Payments will be made available to a bank account and will be available no later than the last day of the month. Consequently, the seafarers are not entitled to be paid in cash when the vessel are operating under normal circumstances.

#### **Article 3 – Board and lodging**

The seafarer is entitled to free board and lodging during the seafarer's service period.

#### **Article 4 – Working hours and rest periods**

- (1) Terms and conditions regarding working hours are to be concluded in the separate supplementary agreement between said company and Metal Maritime.
- (2) It is understood that potential overtime work will be performed at the direction of the master or the master's representative in accordance with Article 57 in the Act on Seafarers' Conditions of Employment, etc.

In case of existence of potential danger and to maintain safety of the vessel, the seafarers, the passengers and/or cargo on board, or the saving of lives, or of other vessels, or the training for using lifeboats, or fire equipment's, the seafarers shall perform necessary work under any circumstances without overtime payment even though such payment is provided under normal circumstances.

- (3) In accordance with present Danish legislation Act on Seafarers' Conditions of Employment, etc.", each seafarer shall have a minimum of 10 hours rest in any 24 hours of work. The hours of rest may be divided into maximum two periods, one of which shall be of at least 6 hours length.

In connection with national (e.g. Danish) implementation of the Council Directive on the organisation of working time for seafarers in force at the time in question, the following exceptions have been agreed upon:



The minimum period of 77 hours of weekly rest may be reduced to not less than 70 hours provided that any such reduction shall not be allowed for more than two consecutive weeks, and provided that the intervals between two periods of exception shall not be less than twice the duration of the exception.

The hours of daily rest may for seafarers assigned duty as officer in charge of watch and those whose duties involve designated safety or watchkeeping duties which have been agreed upon, be divided into no more than three periods one of which shall be at least 6 hours in length and neither of the other two periods shall be less than one hour in length. The intervals between consecutive periods of rest shall not exceed 14 hours. Exceptions shall not extend beyond two 24-hour periods in any 7-day period.

The requirements for rest periods need not be maintained in case of emergency or other overriding operational conditions, but in such cases the seafarer shall have an adequate compensatory rest period.

#### **Article 5 – Annual leave**

- (1) Seafarers shall be entitled to paid leave according to The Danish Holiday Act and the order on vacation for seafarers in force at the time in question. Statutory vacation is to be calculated as normal wage plus a holiday supplement of 1 % of the seafarer's total wage or 12,5% of the seafarer's total wage. This is to be agreed in the supplementary agreement.

Possible outstanding (accrued) leave shall be paid as part of the final settlement when the employment ends.

#### **Article 6 – Compensation for loss of effects**

When a seafarer as a result of loss of ship, piracy, fire, or if the ship is exposed to similar incidents suffers total or partial loss of, or damage to the seafarer's personal belongings while serving on board the ship, the shipowner shall compensate the loss in accordance with Danish legislation in force when the loss occurs.

#### **Article 7 – Sickness and injury**

- (1) **During the service** – or in case of illness or injury at the time of termination of the employment – a sick or injured seafarer is entitled to wages and treatment for the shipowner's account in accordance with the provisions in the Act on Seafarers' Conditions of Employment, etc. in force at the time in question.
- (2) **Sickness** - In general, the seafarers are entitled to wages (basic wage unless otherwise agreed) even though the seafarer is unfit to perform his/her duties by reason of illness or injury. In case the employment is terminated the sickness pay will continue as long as the seafarer is incapacitated, however in general for a maximum of 16 weeks.

If no definite indications of illness or injury have been shown to exist the seafarer shall not be entitled to wages for more days than the seafarer has served on board. Furthermore, the seafarers are not entitled to sickness pay for any time during which the seafarer is unfit to

perform his/her duties by reason of illness or injury which was fraudulently concealed at the time of the seafarer's engagement and/or as a result of the seafarer's own wilful act or gross negligence.

- (3) **Care** - In general, during the service the shipowner shall defray all expenses incidental to the care and attendance of a seafarer. In case a seafarer is suffering from illness or injury at the time of termination of the employment the seafarer shall be entitled to care and attendance for the account of the shipowner for up to 16 weeks, not exceeding, however, 2 weeks after the arrival in the seafarer's country of residence.

The seafarer shall not be entitled to care and attendance etc. if the seafarer fraudulently suppressed the illness or injury at the time of the seafarer's engagement and/or as a result of the seafarers own wilful act or gross negligence. Furthermore, the shipowner shall not be bound to defray the above mentioned expenses etc. in so far as the seafarer is insured in a foreign sickness benefit society or association, in a private insurance company or under any social insurance scheme.

#### **Article 8 – Pregnancy, maternity, paternity and parental leave**

- (1) Entitlements regarding leave in connection with pregnancy and childbirth according to Article 18 d of the Act on seafarers' conditions of employment, etc. as outlined by the Danish Maritime Authorities.

<https://dma.dk/seafarers-and-manning/conditions-of-employment-mlc-/social-security-and-repatriation>

- (2) The seafarers are entitled to leave in connection with childbirth in accordance with Danish legislation in force at the time of question. Furthermore, when on leave the seafarers may be entitled to 'daily allowance' from the Danish Maritime Authority or the local Danish Authority provided the seafarer fulfils the conditions as stipulated in the Danish government order on maternity or paternity benefits for seafarers.

#### **Article 9 – Death and disability compensation**

##### **a. Death Compensation**

##### **By accident**

In the event of death of a seafarer due to an accident while serving on board or while travelling to or from the ship on request of the shipowner, or due to an accident occurred due to marine peril/casualty, the surviving spouse, (or a surviving person cohabiting with the deceased person in a quasi-marital relationship and provided that the cohabitation has existed for the past two years at the time of death), children, or parents in that preferential order, will receive compensation as provided under the Danish Industrial Injuries Act in force at the time of question.



In the event of death of a seafarer while serving on board or while travelling to or from the vessel the Shipowner will pay to the seafarer's beneficiaries compensation according to section 33 of the Act on Seafarers' Conditions of Employment, etc.

#### **b. Disability compensation**

##### **By accident**

If the seafarer's ability to work is reduced to similar reasons mentioned above the seafarer will receive a disability compensation as prescribed in the above mentioned rules, regulations and legislation.

#### **Article 10 - Social security**

The seafarers are social secured in accordance with the rules stipulated in Regulation (EC) no 883/2004 of the European Parliament and The Council of 29 April 2004 on the coordination of social security systems.

#### **Article 11 - Spokesperson**

- (1) In any vessel ratings as well as officers covered by this agreement may among them elect one spokesperson each.

The spokesperson elected informs the captain and Metal Maritime about the election.

When the spokesperson is elected Metal Maritime inform Danish Shipping about the election. Consequently, Danish Shipping may within fourteen (14) days object to the election made if the elected spokesperson's circumstances are considered a hindrance for the execution of the job as spokesperson.

- (2) The spokesperson is the representative when reporting to the captain or his/her deputy on board in questions regarding industrial disputes. The spokesperson may free of charge (phone, fax) contact Metal Maritime with a view to a solution of specific industrial disputes on board.
- (3) If the shipping company intends to terminate the employment of a spokesperson Metal Maritime must be informed. Furthermore, Metal Maritime have the right to start an industrial proceeding regarding the intended termination. In that case, a meeting regarding the intended termination must be held within eight (8) days after Metal Maritime has been informed of the intended termination.

If a spokesperson is terminated before the above mentioned meeting is commenced or if the spokesperson him/herself has not given reasonable cause for termination, the spokesperson shall be entitled to a compensation that amounts to three (3) months' wages in addition to any possible rights stipulated in the Act on Seafarers' Conditions of Employment, etc. in force at the time in question.

However, the spokesperson will not be entitled to the above mentioned compensation if the termination is caused due to the closing of the shipping company or the closing of the department where the spokesperson are connected to. In such cases, the spokesperson will be entitled to a one (1) month extension of his/her notice period.

- (4) When a seafarer, covered by this agreement, has been elected as safety representative said safety representative is protected against notice of termination in the same way as the spokesperson.

#### **Article 12 – Complaint procedure**

The seafarers have a right to complain to the shipowner about the conditions of employment or the conditions on board (among other things). A complaint shall be handled within the scope of the shipowner's complaint procedure.

#### **Article 13 – Strikes – lockout etc.**

The shipowners and seafarers covered by this agreement shall refrain from strikes, lockouts and similar actions at sea and in ports with the exception of Danish ports according to Danish legislations.

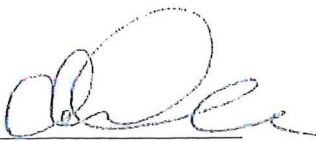
#### **Article 14 – Disputes and industrial proceedings**

- (1) Disputes regarding breaches of this framework agreement is to be settled by the Danish Labour Court according to the Danish labour court act in force at time of question.
- (2) Disputes regarding the interpretation of this framework agreement is to be settled by arbitration according to the Danish labour court act in force at time of question.

#### **Article 15 – Duration of the collective bargaining agreement**

This agreement shall be effective as from April 01, 2022 until March 31, 2025 and further if notification of termination has not been given neither by Danish Shipping nor by the Metal Maritime with a 3 months' notice before the date of expiration, or with same notice hereafter.

Copenhagen, 10. May 2022

  
Danish Shipping

  
Metal Maritime

**APPENDIX A (Map)**

**CONTACT ADDRESSES**

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