

UNOFFICIAL OFFICE TRANSLATION
DIS Main Agreement
Of 28 February 2013
between
Danish Maritime Officers
Danish Engineers' Association
Danish Metalworkers Union (Maritime Section)
and
Danish Shipowners' Association and
The Shipowners' Association of 2010

This agreement is a continuation of previous cooperation and main agreements between the parties, starting with the agreement of 6 March 1997 and subsequently revised by agreements of 13 September 1999, 1 March 2002, 16 January 2004, 15 December 2005 and 26 August 2009.

The cooperation agreements are based on the recommendations set out in the Funder Committee's report (Report No. 1312 of March 1996) ensuring that collective bargaining agreements with foreign trade unions are made on an "internationally acceptable level", allowing the relevant Danish trade unions to be represented in such collective bargaining negotiations in order to ensure that this level will be respected and that the Danish trade unions respect the shipping companies' right to enter into such agreements. Subsequently the agreements have been expanded in such a manner that cooperation more generally addresses challenges associated with maintaining the maritime industry in Denmark on an internationally competitive level. This requires that cooperative efforts are continually developed and strengthened through the Contact Committee, as described below in Article 1.

Article 1 – Contact Committee

The Contact Committee's composition and operation are detailed in the procedures, which are reprinted as Annex 1 to this Agreement.

Article 2

As the overall aim the Contact Committee shall, beyond what is described in the introduction, in its work

- respect the right to enter into DIS agreements with foreign trade unions in accordance with the DIS Act and respect these agreements in accordance with the procedure in Article 6,
- develop the basis for employment of Danish seafarers in view of the international competitive conditions of the maritime industry, cf. Article 3,
- continuously follow the development of DIS compared with the international development of the industry,
- mutually inform each other about matters of common interest including contents, guidelines and possible problems concerning foreign collective bargaining agreements.

The Contact Committee may enter into agreements that addresses and regulates particular matters and such agreements can be included as an integrated part of this agreement. The attached Agreement on Risk Zones (Annex 2) is such an integrated part of this agreement.

Article 3 - Aims for employment of persons with a Danish Maritime Trading Certificate

Paragraph 1 - Officers

The shipping companies aim at composing the officers' group in large ships to preserve the possibility of keeping and developing maritime know-how in Denmark, this also includes that efforts are made to maintain the basis for filling managerial positions with persons possessing a Maritime Certificate of Competency.

In order to be able to fulfil this objective, the parties agree jointly to work for the recruitment of the necessary number of cadets and to secure necessary training positions for both cadets and junior officers in training posts.

Paragraph 2 - Skilled Ratings

If positions as ratings in the Danish vessels in the future are to be filled by Danes, it is the opinion of the parties that a high level of qualifications is required. The parties agree to work to ensure that the required number of students is recruited, and to ensure the necessary training positions during their education. Specifically, the parties have agreed that there should be guaranteed training positions for the training of 20 machinists of first degree.

Paragraph 3 - Unskilled ratings

The parties agree to encourage unskilled ratings to qualify for positions as skilled catering personnel, ship's mechanics or officers.

Article 4 - Training Guarantee

With the purpose of recruiting Danish seafarers with a Danish Maritime Certificates of Competency, cf. Article 3, to operate high-technology ships, specialized ships or to perform tasks on board requiring a professional/technological education, the member companies of the signing shipowners' associations, who are covered by this agreement, will contribute to ensure the necessary statutory practice at sea to those seafarers who have received maritime training with the aim of becoming a skilled able-bodied seaman or ship's officer, including machinists. A Contract of Education is entered into, which will prevail as long as the seafarer is in a training position and seeks employment/training aimed at a certificate or an education, which must appear from the Contract of Education. Specific conditions of employment will apply for seafarers under a Contract of Education.

Article 5 – Supplementary training

The parties agree that, in the coming years', education will be of great importance for strengthening the competitiveness of the maritime industry. The parties agree to try to meet this requirement by recommending that the seafarers are given educational leave to participate in relevant educational courses on condition that the education can be

arranged in consideration of the circumstances of the shipping company.

Reference is made to the agreements about supplementary training which might have been entered into with the relevant trade unions in collective bargaining agreements.

Article 6 - Conclusion of Collective Agreements with Foreign Trade Unions

Paragraph 1 - A shipping company/a shipowner's association that pursuant to Article 10, 3 of the DIS Act wants to establish and/or renew an agreement for seafarers being part of the ship's safe manning or similar position with a foreign union, shall in writing inform the trade unions who have signed this agreement accordingly as early as possible and always with at least 30 days' notice before the date set for the negotiations. In the same way information shall be given about the suggestions/demands that the shipping company/shipowners' association sends to the foreign union as its agreement proposal. The notice of this can be reduced to 7 days. The shipping company/shipowners' association is committed to negotiate only with an internationally associated trade union if such is available in the country concerned.

Paragraph 2 - The Danish union(s) mentioned below which are parties to this agreements may at their own wish be represented in the negotiations between the shipping company/shipowners' association and the foreign trade union(s) with the purpose of securing that the result of the negotiation is in accordance with an internationally acceptable level which means international standards for wages and working conditions. The term "international standard" relates to what is agreed on between other internationally affiliated trade unions and shipping companies. A shipping company/shipowners' association is by request entitled to be informed in advance about the specific international standards.

Paragraph 3 - The parties to this agreement agree that the employment conditions of foreign seafarers, cf. Article 10, 3, whether agreed upon collectively or individually, shall be at an internationally acceptable level, cf. paragraph 2 above. If a collective agreement is entered into, it should include regulations for grievance (grievance

procedure), corresponding to the procedure in the agreement in force between AMOSUP and the Danish Shipowners' Association. In connection with entering into an agreement the parties of that agreement have to decide whether the foreign trade union on behalf of its members wish to establish a pension scheme. In case such a scheme is decided, it must be in a bona fide pension institution. Such a pension scheme must include coverage of disablement. An agreement must include a dock workers clause, agreed upon by the parties, and rules for shop stewards equal to the rules existing in a collective agreement entered into by the parties of this agreement.

Paragraph 4 – The collective bargaining is unrestricted and independent and neither a Danish shipping company/Danish shipowners' association nor a trade union is obliged to enter into a collective agreement as a consequence of this agreement. In case a collective bargaining agreement is entered into, the relevant Danish organisation(s) must immediately be informed by way of a copy of the signed negotiated agreement.

Article 7 - Assistance to seafarers employed according to an agreement, cf. Article 10, 3 of the DIS Act

Paragraph 1 – The Danish shipowners' associations below recognize that the below mentioned Danish trade unions can attend to the interests of seafarers employed according to Article 10, 3 of the DIS Act in questions arising out of Danish legislation. The seafarer may choose to be a member of a Danish trade union.

Paragraph 2 - Similarly, it is recognized that the Danish unions below, as agreed with the foreign trade unions, assist in litigation concerning industrial disputes, cf. Article 10, 4 of the DIS Act.

Paragraph 3 - In case of foreign seafarers' notification of occupational injuries or deaths, the relevant Danish trade union is informed by the company concerned.

Paragraph 4 - To ensure the foreign trade union's representation in relation to Danish consulting procedures and in Danish councils and boards, the parties agree that in connection with conclusion of collective bargaining agreements, according to Article 10, 3 of the DIS Act, they are to consider conclusion of bilateral agreements between the foreign unions and the Danish trade unions represented the Contact Committee.

Paragraph 5 - To achieve the purpose above, a fee is agreed.

Article 8 - Assistance to individually employed seafarers residing outside Denmark

Seafarers residing outside Denmark and who are not employed on a collective agreement, according to Article 10, 3 of the DIS Act, may be represented in legal disputes concerning industrial disagreements by one of the signatory trade unions. The relevant Danish trade unions shall in the event of industrial injury or death be informed by the shipping company concerned. The seafarers are informed in writing of the name and address of the relevant Danish trade union.

Article 9 - EU Implementation

The parties agree that relevant EU directives if possible are implemented by agreement between the parties, preferably in connection with the ordinary renewal of collective bargaining agreements.

Article 10 - Validity

Any of the counter-signing parties may observing 6 months notice announce their withdrawal from the agreement, however, withdrawal may at the earliest occur from 1 January 2011.

The parties agree to work in a positive manner to ensure that the Danish shipping companies and the Danish trade unions which have not signed this agreement wherever possible are brought to endorse it by their signature and/or to follow the rules agreed upon. Endorsement of the agreement presupposes unity by the signing parties.

Copenhagen, 28 February 2013

[signed by]

Danish Shipowners' Association

The Shipowners' Association of 2010

Danish Maritime Officers

Danish Engineers' Association

Danish Metalworkers Union (Maritime Section)