

Notice: This is a translation of the official Faroese contract with the ship owners. If any language disputes arise, then it is always the original Faroese contract that is in force.

Contract between the Sailors Department FFs and the Ship-owners association for cargo vessels.

This contract is made between The Faroese Sailors Department of the Faroese Fishermen Union and the Ship-owners association for Cargo Vessels on behalf of the crew that is not covered by other contracts.

§ 1. Salary

Sub-article 1. From the 1st of March 2008 salaries will increase 2,3%. Monthly salary amounts correspond to the included salary table.

Sub-article 2. For crew under 19 years of age the salary will be at least:

Cook assistants	50%
15-16 year olds	65%
17-18 year olds	85%

Although full wages will be paid in any case after a two year sailing period, that is, after 3 years of employment.

Sub-article 3. Inexperienced sailors of 19 years and older begin with no less than 90% of full salary during the first year of employment. During the second year they receive 95% and from the start of the third year they receive 100%. Sailors that have experience from other parts of the sailing industry start with no less than 95% of full salary during the first year, and then 100%. This rule shall not be applicable to sailors already employed.

Sub-article 4. After 2, 4 and 6 years benefits of 1000 kr. 2000 kr. and 3000 kr. are extended to salary groups of ship assistant and higher. For lower salary groups the benefits are 500 kr. 1000 kr. and 1500 kr. Those who receive two year benefits according to the old contract shall not lose anything when this contract becomes valid. Duration of employment is to be understood as time spent in the employ of the same shipping company. After 365 days of absence from the shipping company, the job benefits are cancelled.

Sub-article 5. The hourly rate for unloading and loading is fixed at 100 kr.

Sub-article 6. Boatmen and greasers get 1114,88 kr. extra.

Sub-article 7. When paying passengers are aboard and the cook has no other agreement, the cook and the shipping company should negotiate an agreement between them about compensation for this.

Sub-article 8. Special benefits of 800 kr. a month is given for sailing with tankers. For tankers, all salary-increases for the duration of the contract will be added to the salaries as of the 1st of March 2004.

Sub-article 9. For being on call-duty 22 kr. will be paid for each hour. If the deckhand is summoned, he is to be paid for no less than 2 hours. Call-duty implies that the deckhand can be at his workplace within no more than 20 minutes.

Sub-article 10. For extended sailing, that is when the crew is more than 3 months away from the Faroes, the crew receives 676 kr. extra each month for the time in excess of 3 months.

Sub-article 11. The crew has the right to receive their salaries no later than on the 1st of the month after salaries have been earned. Are the salaries paid after the 10th of the following month, there should be added 1,5% and 1,5% for every subsequent month that the salaries have not been paid.

Sub-article 12. The paying of salaries shall not stop, even if crew is not allowed onboard again when their rest-days have been spent. However, up to 10 days can be counted against future rest days, if the crew is not allowed aboard again on time.

§ 2. Early pension

The shipping company pays 6% of the base salary as an employer fee in an early pension system agreed upon by both parties. Early pension fees can be taken from the base salary, according to the salary table, and also from the following benefits:

- All benefits mentioned in §1 sub-article 2.
- The cook benefits mentioned in the salary table.
- Benefits mentioned in §2 sub-article 3. of the special contract for international industries (Multi-purpose standby, supply and anchor handling supply vessels)

Sub-article 2. For those who are employed for 5 months or less, the early pension fee can be paid as salary or early pension as per agreement with the former shipping company. If the early pension is paid as salary, the conversion factor is 0,8.

§ 3. Free time

Sub-article 1. For every 30 days spent aboard the crew gets 30 days off with full salary. Free time according to the in force government legislation on free time, number 30 of the 7th of April 1986 and subsequent changes, is included.

Sub-article 2. In connection with the usage of free time, the crew has the right to at least 25 consecutive days of free time for every 30 days being signed on, before signing on. The rest can be paid out according to the current contract.

Sub-article 3. Sailors have the right to 1 week of extra free time without pay.

Sub-article 4. The first day off is the day after coming home to the Faroes and the last day off is the day before departing from the Faroes.

Sub-article 5. Wages are paid on a monthly basis during the free time period.

Sub-article 6. The shipping company is to arrange the free time in such a way that after 10 weeks of being signed on, the employee has the right to free travel and free time in accordance with sub-article 1. with the same regular monthly salary as while being signed on. If crew changes are made more frequently, then the shipping company is not liable. If a fraction of the free time is used before 3 months of being signed on, it is likewise possible to make special arrangements between crew and shipping company as in sub-article 2 of this article.

Sub article 7. Notice about free time should be received by the shipping company no later than 14 days prior to disembarkation.

Sub-article 8. Free time not spent can, as per agreement, be saved and processed as salary among other things.

Sub-article 9. The crew has the right to receive free time supplements in accordance with §11 sub-article 1. of the in force government legislation on paid free time number 30 of the 7th of April 1986 and subsequent alterations.

§ 4. Training and courses

Sub-article 1. The crew is obliged to spend as much as 7 free time calendar days on course activities if the shipping company demands it. Has the shipping company not given notice before the 1st of December it is not possible to use free time days for course activities for the remainder of the calendar year.

Sub-article 2. Oversights in connection with new construction, meetings with the shipping company and similar activities that cannot directly be considered training or course activity are not covered by this article.

Sub-article 3. At the end of the year, if the crew has not asked the shipping company if they can use any remaining days (of the 7) for relevant training activity in the next calendar year, the remaining days are removed as course days but kept as free time days.

Sub-article 4. The crew shall negotiate an agreement with the shipping company about the remaining days mentioned in sub-article 3. and they have to be used before the next calendar year.

Sub-article 5. The shipping company pays the course fee. The shipping company also pays travel and accommodation expenses either by agreement or as billed.

§ 5. Leave of absence

The crew can be granted a leave of absence if this does not conflict with the interests of the shipping company. If a leave of absence is granted in connection with an education that serves the interests of the shipping company, an agreement can be reached about time off with salary or with reduced salary. Leave of absence can be granted for 1 year at a time.

§ 6. Employment and dismissal

Sub-article 1. The crew is employed in accordance with the conditions of the legislation. Those who are employed in accordance with this contract shall receive a letter of employment that must contain information about the following:

- Name of employer.
- Day of employment
- Place of work
- Employment category
- Age of employment
- Contract between The Faroese Sailors Department of the Faroese Fishermen Union and the Ship-owners association for Cargo Vessels that is in force
- Possibly other agreements in connection with the employment.

Sub-article 2. The term of notice before 3 years of employment is 1 month on behalf of the shipping company and half a month on behalf of the crew. After 3 years of employment the term of notice is 2 months on behalf of the shipping company and 1 month on behalf of the crew. If special circumstances apply, this can be set aside to the benefit of the crew.

Sub-article 3. If any of the crew is dismissed by the shipping company in a foreign country, the shipping company shall pay for the journey home.

Sub-article 4. The crew is obliged to sign on to the ship designated by the shipping company and to be moved from one ship to another. If this infers traveling expenses, the shipping company shall pay for them.

Sub-article 5. The term of notice or fractions of it can be used to resolve free time.

Sub-article 6. It is asserted, that if a crew member has not been dismissed during the first 14 days after going on holiday, he shall receive 1 month salary in addition to free time days if he is not allowed to sign on again after all.

Sub-article 7. If a crew member has been employed with a shipping company for more than ½ a year, he can, where circumstances allow, bring his spouse aboard for a period of one month each year. An accommodation fee shall be paid to the ship if the spouse remains aboard for more than 1 month. The crew member must reach an agreement with the ship owner on when the spouse can come aboard. Travel expenses, responsibility and insurance are immaterial to the shipping company.

§ 7. Work conditions and more

Sub-article 1. The work period shall be structured by the captain or ship officer.

Sub-article 2. The work period is 11 hours a day. Overtime is calculated as work time in excess of 154 hours during a 14 day period. Overtime is calculated like this: Monthly salary / 173 + 15%.

Sub-article 3. On Sundays and on official holidays the crew cannot be given work that can wait.

Sub-article 4. If the number of crewmembers falls below the minimum limit asserted by the government, or if crew members resign during the voyage, the salary those remaining shall be divided in accordance with § 23 of the seafarers' legislation.

Sub-article 5. When changing from one ship to another, salaries are paid during the waiting period.

Sub-article 6. If the crew is to resolve free time days after less than 14 days aboard, then the difference between travel expenses and public reimbursement shall be paid to crew residing outside Suðurstreym.

Sub-article 7. It is the duty of the shipping company to insure the private belongings of the crew both aboard the ship and in transit to and from the ship.

Sub-article 8. The shipping company provides work clothes for the crew. The shipping company supplies linen and towels.

Sub-article 9. Being drunk while being signed on can result in immediate dismissal with no right to salary.

§ 8. Repair breaks

Sub-article 1. If the crew cannot stay at home while the ship is being repaired, a suitable accommodation is paid for ashore.

Sub-article 2. If the crew can stay at home and is not receiving sustenance aboard, an amount of 110 kr. is paid each day for sustenance purposes.

§ 9. Sick salary

Sub-article 1. An employed crewmember is guaranteed salary for a maximum of 3 months if he is rendered unable to work because of sickness or accident. If the crewmember has been in the employ of the shipping company for more than 5 years, he is guaranteed salary for a maximum of 5 months, and after 10 years he is guaranteed salary for 6 months. Same rules apply for maternity leave.

Sub-article 2. If an employed member of the crew dies, his next of kin are entitled to his salary according to this article. The next of kin are not entitled to the salary for the month in which the crewmember dies.

§ 10. Trainees

Both parties and the authorities agree to develop a system which makes it possible to have trainees on passenger and cargo ships.

§ 11. Crew representative

The crew on any ship can appoint a crew representative that functions as a middle man between captain/shipping company and the crew, as well as being spokesman for the crew. If the need arises, the Sailors Department FFs can appoint a member aboard for crew representative.

§ 12. Cooperation committee

On ships that have more than 10 crewmembers in total it is possible, upon request from either party, to appoint a cooperation committee that is populated by representatives for the shipping company and for each of the departments aboard. The committee shall deal with uncertainties that may arise, and those that one of the parties wishes to address. If no agreement can be reached, the issues shall be raised by the associations.

§ 13. Membership fee

Sub-article 1. The shipping company has the right to retain membership fees for the Sailors Department FFs. The membership fee is paid to the office of the FFs as of the 1st of January and the 1st of July together with a statement listing all persons that the membership fees are for.

Sub-article 2. If the Sailors Department FFs makes an contract regarding the insuring of members, the parties must discuss the question of whether the ship owners can partake in retaining fees for the insurance.

§ 14. Disputes

Should any dispute arise with regards to the interpretation of the contract, the matter should go to court (Gerðarrættur). Each party appoints two members and these four members appoint a leader (ástøðumann). If they cannot agree on which member to appoint, then the court will do it.

§ 15. Dismissal

Sub-article 1. Enactment: This contract will come into force on the 1st of March 2008 and can be annulled by either party, in writing, with a term of notice of 3 months to be annulled on a 1st of March, but on the 1st of March 2009 at the earliest.

Sub-article 2. The parties commit to negotiate the regulation of the gross salary if changes in taxing circumstances affect the salary system in the contract. Should this be the case, the contracts can be annulled before the 1st of March 2009 with at least 1 month of written notice.

Tórshavn, the 29th of February 2008

Ship-owners association for cargo vessels

Sailors Department FFs

Contract for “Norrøna”

The salary of ship assistants aboard Norrøna are asserted in the contract for MF (Maskinmeistarafelag Føroya).

Deckhands whom have been employed for more than 4 years shall receive the same salary as ship assistants of the first order.

Other groups aboard “Norrøna” keep the current number of working hours and their salary shall be increased on the 1st of March 2008 by 2,3%

For all groups and individuals belonging to the groups, holds that they can make an agreement with the shipping company about an 11 hour work day with a corresponding increase in salary.

Free time

During the summer season the crew is entitled to 14 days of free time after 14 days aboard. Should the number of working hours exceed 10 on the day of sign-on or sign-off, then the number of hours in excess shall be dealt with in the same manner as hours worked in excess of 14 hours during a single day.

For sailing between foreign ports the crew is entitled to free time after 2 months aboard, and here the rules in article 2 apply with regards to changing of crew.

When changing crew abroad, the shipping company pays all expenses between the ship and the residency in the Faroes. For expenses within the Faroes, though only a maximum that corresponds to the travelling cost from Tórshavn to the Airport.

Norrøna Salary table of the 1st of March 2008

Group 1	Cookboys/girls under the age of 18 and cook trainees	10.751 kr.
Group 2	“Lættmatrósar” according to § 1 of the contract	
Group 3	Restaurant helpers (cook assistants , “kahúttsgentur”, cafeteria people, saloon people, bar helpers, kiosk helpers, dish washers, towers, DJs)	15.970 kr.
Group 4	“Matrósar”, musicians, “buffistar”, “kassagentur”	17.255 kr.
Group 5	Information people, sandwich people, boatmen	18,854 kr.
Group 6	Saloon head people, bakers, cooks, bar head people	19.768 kr.
Group 7	Storage keepers, head bakers, head cooks	20.534 kr.
Group 8	Telegraph-operators, Ass. Pursers	23.512 kr.
Group 9	“hovmeistari”	25.039 kr.
Group 10	“yvirhovmeistari”	26.636 kr.

This Salary table is based on a 10 hour work day.

Salary group 3 (restaurant helpers) shall, after 7 years of employment, receive the same salary as group 4.

In compensation for not having a fixed asserted maximum number of working hours, salary groups 8, 9 and 10 shall receive 1228 kr., 1339 kr, and 1451 kr. a month respectively.

Salary table for ship assistants with Norrøna of the 1st of March 2008

Profession	Duration of employment	Salary kr.	Early pension 6%
Ship assistant of the first order	Base salary	22.636	1.358
	After 2 years of employment	23.636	1.418
	After 4 years of employment	24.636	1.478
	After 6 years of employment	25.636	1.538
Ship assistant of the second order	Base salary	20.372	1.222
	After 2 years of employment	21.372	1.282
	After 4 years of employment	22.372	1.342
	After 6 years of employment	23.372	1.402

Minutes:

- a. A group shall be created to ensure that the same standards of living apply to all ship assistants.
- b. No changes shall be made to the way working hours and eating hours are calculated, unless otherwise agreed by the parties.