

Should any discrepancy occur between the German and English version, the German version shall prevail.

Certified Translation from German

Collective Agreement for the German Maritime Shipping Industry (MTV-See)

between the

Verband Deutscher Reeder e. V. (German Shipowners' Association), Hamburg,
acting on behalf of the members of its tariff community,

and the

ver.di – Vereinte Dienstleistungsgewerkschaft (United Services Union) (ver.di)
- Federal board -, Berlin

dated 11 March 2002, valid with effect from 1 July 2002,
most recently amended by tariff agreement of 30 December 2014

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§ 1 Scope

(1) This tariff agreement applies to all employees who are members of the ver.di – Vereinte Dienstleistungsgesellschaft e.V. (United Services Union) (ver.di), on freight and passenger ships with 300 gross tonnages and upwards, insofar as they operate under the federal flag, in accordance with the German Flag Act (FlaggRG).

(2) For the employees of the shipping companies:

1. Hapag-Lloyd AG
2. TT-Line GmbH & Co. KG
3. Rostock Ferry Services GmbH & Co. KG
4. Bugsier-, Reederei- und Bergungs-Gesellschaft mbH & Co. KG,

this tariff agreement applies in accordance with the special provisions in Appendices I to IV.

§ 2 Shipowner

(1) A shipowner in the sense of this tariff agreement is:

1. the owner of a ship that serves for the purpose of making a profit through seafaring;
2. the association of persons who utilise a ship communally available to them for the purpose of making a profit through seafaring for a collective account (shipping company, shipowning partnership);
3. whoever uses a ship that does not belong to him for the purpose of making a profit through seafaring and either manages it himself or entrusts it to a captain (supplier);
4. whoever manages a shipping company as a contractual ship manager or manages a shipowning partnership as a shipowner's representative and does not expressly act in the name of the shipping company or the shipowning partnership in the hiring of employees.

(2) Several shipping companies, whose businesses are managed by the same contractual shipping manager or several shipowning partnerships, whose businesses are managed by the same shipowner's representative are regarded as one shipping company.

§ 3 Employees

- (1) Employees in the sense of this tariff agreement are captains and crewmembers.
- (2) Captains are those named as such in § 2 of the German Seafarers' Act (SeemG).
- (3) Crewmembers are:
 1. those named as such in § 3 of the German Seafarers' Act (SeemG);
 2. persons who are on board for the purposes of vocational training;
 3. other persons who are working on board the ship for the journey and who have been hired on behalf of the shipping company.

§ 4 Types of employment contracts

- (1) The employment contract is concluded for an indefinite period (employment contract of indefinite duration) or for a definite period (employment contract of fixed duration).
- (2) In the case of an employment contract of fixed duration, the admissibility and the scope of the limitation is set in accordance with the German Part-Time Work and Fixed-Term Employment Contracts Law (TzBfG). The fixed terms can be extended twice at the most, in accordance with § 14 para. 2 TzBfG.
- (3) In order to be valid, an employment contract must be in writing.
- (4) The admissibility and the scope of part-time employment are set in accordance with the German Part-Time Work and Fixed-Term Employment Contracts Law (TzBfG).

§ 5 Hiring

- (1) In setting out the conditions of employment, the shipping company must specify the essential conditions of the employment contract in writing, in accordance with § 24 of the German Seafarers' Act (SeemG) and give this to the employee at the latest a month after the agreed start of the employment contract. The certificate of employment cannot be in electronic format.
- (2) Employees must be grouped into the service categories laid down in the German seamen's wage agreement (HTV-See). Should any other service categories than those listed in the HTV-See be added to this, the classification should take place according to comparable service categories.
- (3) The employees are to be classified within the service categories in the annual grades laid down by the HTV-See.

§ 6 Type, scope and place of service

(1) The employees must fulfil the duties on the ship to which they are obligated in accordance with the agreement in the hiring certificate.

(2) The content and scope of the shipping services on the ship are set by nautical practice.

(3) The shipping services in accordance with paragraph 2 include the training and further education measures prescribed by legal and administrative regulations and international agreements.

(4) The employees are obliged to serve on any ship owned by the shipping company, in accordance with § 1, as long as there is no agreement to the contrary.

§ 7 Periods of employment, travelling times

(1) Periods of employment in maritime shipping are deemed to be the following:

1. periods of service on board, training, other periods of service on ships under German and foreign flags, as well as other periods of service on land with German shipping companies;
2. holiday periods for the periods of service listed under no. 1, also insofar as they were compensated;
3. time spent at shipping-related vocational training centres;
4. the period during which military service or alternative service in lieu of military service is being fulfilled, insofar as it is immediately preceded by employment on ships under the German flag;
5. periods of incapacity for work up to a maximum of 78 weeks per case of incapacity for work, insofar as the period of incapacity for work is immediately preceded by periods of employment in accordance with nos. 1 to 4 and 7;
6. periods of unemployment in which the employee is demonstrably registered as seeking employment in the central employment agency or at a job centre and have made themselves available for hire in the shipping industry;
7. periods of military duty, as a prisoner of war and of civil internment, as long as this is immediately preceded by employment on ships under the German flag.

(2) All times listed in nos. 1 to 4 count as travelling times.

§ 8 Working hours, watch duty

(1) Regular working times amount to eight hours per working day from Monday to Friday (40 hour week). Any time over and above this is overtime. The overtime occurring in a service branch must be shared equally among all employees.

(2) The daily working hours, which essentially have to be fulfilled by employees by derogation of §§ 85 to 87 in conjunction with § 89a of the German Seafarers' Act (SeemG) and which are the basis on which the monthly basic compensation, the flat-rate compensation for overtime, the supplements for Sunday, bank holiday and night shift working as well as the basic compensation supplementary claim are calculated, under consideration of § 9, should not exceed, on average, ten hours per day; in the case of apprentice ship mechanics, 8.5 hours per day.

(3) The regular shift for crewmembers that are not on watch duty is from 06:00 to 18:00.

(4) At sea, the duty is divided regularly into three watches (three watch system).

(5) On ships with a gross tonnage of up to 2,500 sailing in the Baltic Sea, in the North Sea and along the Norwegian coast up to 64° north, otherwise up to 61° north and 7° west as well as the harbours of the UK, Ireland and the Atlantic coast of France, Spain and Portugal excluding Gibraltar, when the journey takes longer than ten hours, the working hours at sea of the deck and machine personnel can be lengthened to a maximum of twelve hours per day and divided according to the two watch system. Sentence 1 also applies to ships with a gross tonnage of over 2,500 which observed the capacity limits in force before 1 July 2002.

(6) In the harbour, beyond the conditions of regular working hours, watch duty can be divided up. The captain must ensure that the mandated watch duties are divided equally among the crewmembers.

(7) On ships with a gross tonnage upwards of 1,600:

1. captains do not participate in watch duty;
2. the watches scheduled for the nautical officers must be filled by the same.

Sentence 1 does not apply on ships with a gross tonnage of 1,600 to 8,000 where a lower amount of nautical officers is set down in the ship's safe manning document.

(8) The captains have the right to mandate that the crew work hours that are necessary for the immediate security of the ship, the people on board, the cargo or for aiding other ships or people in distress at sea. The captains can temporarily override the working hours and rest schedule and order the crewmembers to work the necessary hours until the situation is back to normal. As soon as possible once the situation has returned to normal, the captains have to ensure that the crewmembers who worked during a scheduled rest period get sufficient rest.

§ 9 Maximum working hours, minimum rest periods

(1) The maximum working hours of the crewmembers may not exceed:

1. 14 hours in each 24 hour period and
2. 72 hours in every 7 day period.

Sentence 1 does not apply to the working hours at sea of the crewmembers who are deck and machine personnel on 2-watch ships in accordance with § 8 para. 5.

(2) The minimum rest period of the crewmembers may not be less than:

1. 10 hours in each 24 hour period and
2. 77 hours in every 7 day period.

The daily rest period may only be divided into a maximum of two periods of time when one of these is a minimum of six hours long. In the case of § 87 para. 3 sent. 2 of the German Seafarers' Act (SeemG), one of these time periods must be at least eight hours long. The time period between two consecutive rest periods may not be longer than 14 hours.

(3) Paragraphs 1 and 2 also apply correspondingly to the captains, insofar as these are participating in watch duty.

(4) If, in the case of on-call duty, the scheduled rest period is disturbed by summons to work, the crewmembers must be given a suitable rest period to make up for this. An uninterrupted rest period of six hours must be ensured.

(5) The captain must ensure that the working and rest periods are adhered to in accordance with:

1. paragraph 1, paragraph 2 sentences 1 and 2 and paragraph 4 sentence 2 and
2. paragraph 2 sentence 3 and paragraph 4 sentence 1.

(6) On ships that call at several ports in close succession, the maximum working hours stated in paragraph 1 no. 2 can be deviated from during the days when there are several ports of call. After the ships have left the areas with several ports of call, the captains have to ensure that all crewmembers who worked longer than the maximum working hours are immediately given an additional rest period in accordance with the number of extra hours worked. The deviation must be substantiated under the heading "comment" in the documentation on working hours and rest periods.

(7) Safety, fire fighting and lifeboat exercises as well as exercises prescribed by legal and administrative regulations and international agreements must be carried out in a manner that keeps any disturbance of rest periods to a minimum does not result in overtiredness.

§ 10 Restrictions on duty

(1) At sea, crewmembers may only be occupied on workdays between 00:00 and 06:00 and between 18:00 and 24:00 as well as on Sundays and bank holidays during the watch, aside from watch duty, with occasional repairs or work that is necessary for the safety of the ship and its voyage, for the safety of the cargo or service on the ship that is absolutely necessary.

(2) Ships' officers who take over watch duty during casting off and may not work longer than 12 hours per day during the times of putting out to sea, including sea watch.

(3) In the harbour, tasks that do not arise from the watch duty itself cannot be required during the night watch duty. On Sundays and bank holidays, employees on watch duty can only be required to perform tasks that are unavoidable and cannot be delayed or are necessary due to passenger transport or for security purposes.

(4) Cargo loading and securing in the harbour is only to be done by harbour workers or other qualified land-based personnel. Cargo loading and securing at sea is only permissible if the safety of the ship or the cargo can no longer be ensured. Departing from sentence 1, the employees can be required to assist with cargo loading and securing if they are suitably compensated, the relevant harbour trade union does not object to this and the necessary safety equipment is employed. The cargo loading and securing must be added to the work and rest periods listed in § 9 paras. 1 and 2.

(5) Trainees on board may only carry out those duties that serve the purpose of their training.

(6) If the ship is in a German harbour on the 24th of December, it may not leave the harbour before 18:00 on the 25th of December.

§ 11 Basic compensation, flat-rate overtime compensation, home allotment

(1) The employees receive basic compensation, plus flat-rate compensation for overtime.

(2) In deviation from paragraph 1, trainees on board receive 70% of the basic compensation plus the flat-rate compensation for overtime whilst serving on land (attending school, vocational training).

(3) The amount of the relevant basic compensation plus the flat-rate compensation for overtime is determined by the respective current version of the HTV-See.

(4) If crewmembers are continually occupied with one task for which the HTV-See specifies a higher basic compensation plus the flat-rate compensation for overtime than for agreed service, they shall be entitled to the higher amount of basic compensation plus flat-rate compensation for overtime for the term of this work.

(5) The transfer of captains or ships' officers from a ship with a gross tonnage upwards of 3,500 to a ship with a gross tonnage of under 3,500, where associated with a reduction in the basic compensation plus flat-rate compensation for overtime, can only be carried out with the written

agreement of those concerned. If the transfer takes place without the written agreement to a reduction in pay, the captains or ships' officers receive the respective higher amount of basic compensation plus flat-rate compensation for overtime.

(6) Where requested, the employees must receive, for the benefit of a person chosen by them, paid monthly, a home allotment of 95% of their net payments from the sum of the basic compensation plus flat-rate compensation for overtime.

(7) If, as a result of legal or administrative regulations concerning previous formal qualifications, new requirements are imposed which make necessary the adaptation of previous certificates or the issuing of new certificates for new qualifications, the shipping company has to reimburse the employee for the costs.

§ 12 Service personnel

(1) People being catered for in the sense of paragraphs 2 to 4 include the employees on the ship, passengers and other people active on board who use the same dining halls. Relatives of crewmembers travelling on the ship are not included in this list.

(2) If 10 to 14 people are being catered for, the ship must have one service personnel member. If 15 or more people are being catered for, there must be two service personnel members.

(3) The service personnel mentioned in paragraph 2 must be categorised as skilled employees in accordance with HTV-See.

(4) If service personnel are entrusted with further tasks in administration and/or the provision of services, they must be categorised as skilled workers in accordance with HTV-See.

§ 13 Construction supervisors

Employees who work as construction supervisors must be categorised as such in accordance with HTV-See while they are travelling on board the ship on which they are carrying out this task. They have a right to suitable board and lodging and other services, as well as to the reimbursement of the necessary fares, in accordance with § 19, and other expenses.

§ 14 Exchange of compensation for leave time

(1) The employees have the right to exchange part of their compensation (basic compensation, flat-rate compensation for overtime, basic compensation supplementary claim) for additional leave time. The declaration of which proportion of the compensation is to be used as leave time has to be done at the end of each calendar month.

(2) The additional leave time must be added to holidays and treated as such. §§ 23 to 26 shall apply as appropriate.

(3) The proportion of the compensation declared by the employee must be shown in the payroll accounting.

(4) The conversion of the proportion of the compensation takes place at the end of duty on board and is calculated according to the following formula:

$$\text{Lengthening of leave} = \frac{\text{Leave account} \times \text{leave factor}}{\text{Daily leave remuneration} + \text{meal allowance} + \text{daily rate of employer's contribution to social security}}$$

The terms in the formula are defined as follows:

1. "Extension of leave": the extension of the holiday entitlement in calendar days;
2. "Leave account": the sum in Euros arising from paragraph 3;
3. "Leave factor": the sum of holiday entitlement as stated in § 23 para. 5 converted into calendar days plus 30 days divided by 30 days;
4. "Daily leave remuneration + meal allowance": the remuneration listed in § 25;
5. "Daily rate of employer's contribution to social security": the sum of the shipping company's contribution to accident insurance, the Seafarers' Special Fund, pension, health insurance, unemployment insurance and care insurance, calculated on the basis of the average daily salary in accordance with the contributions' table of the German See-Berufsgenossenschaft (Mutual Indemnity Association for Mariners).

(5) At the request of the marine works council, or the shipping company, in deviation from paragraph 1, a company agreement can be made in order to avoid redundancies concerning the transfer of parts of the compensation into leave time for crewmembers. If an agreement cannot be arrived at, the arbitration committee is to decide on the matter. The decision of the arbitration committee replaces the agreement between the shipping company and the marine works council. § 76 paras. 2, 3 and 5 of the German Works Constitution Act (BetrVG) shall apply.

§ 15 Supplements for Sundays, bank holidays and night shifts

(1) Employees who perform Sunday, bank holiday and night shift working at beneficial times, will in return receive supplements for their working time in accordance with § 3b of the German Income Tax Act (EStG). Irrespective of whether the crewmembers perform work of this type, to this end they shall initially receive payments in accordance with the applicable HTV-See for Sunday, bank holiday and night shift working. In derogation from sentence 2 the onboard trainees receive during service on shore (attending school, vocational training) pro rata compensation of 70% of the amount provided in the HTV-See for Sunday, public holiday and night shift working.

(2) If crewmembers are permanently assigned work for which, according to HTV-See, higher payments are provided for Sunday, bank holiday and night shift working than for the agreed service, for the duration of this work, they shall receive the higher payments for Sunday, bank holiday and night shift working within the definition of paragraph 1. The transfer of captains or ships' officers from a ship with a gross tonnage of under 3,500, including where associated with a reduction in the supplements pursuant to paragraph 1 sentence 1 can only be carried out with the written agreement of those concerned.

(3) The payment mentioned in paragraph 1 constitutes settlement of supplements defined under § 3b para. 1 of the German Income Tax Act (EStG) per working hour as follows:

1. night shift is compensated with an additional 25% (nightshift is work between 00:00 and 06:00 and between 20:00 and 24:00);
2. night shift between 00:00 and 04:00, if the night shift begins before 00:00 is compensated with an additional 40%;
3. work on Sundays the whole day is compensated with an additional 50% (Sunday work is work on Sundays between 00:00 and 24:00);
4. working on bank holidays the whole day and work on 31 December from 14:00 is compensated with an additional 125% (work on bank holidays is work on official bank holidays between 00:00 and 24:00. The official bank holidays of the port of call apply in Germany, and in other countries and at sea the official bank holidays of the place where the ship is registered are to be followed.);
5. work during any of the whole day of 25 and 26 December and on 1 May, as well as on 24 December from 14:00 is compensated with an additional 150% of the hourly salary pursuant paragraph 4 sentence 2. Work done between 00:00 and 4:00 on the day following a Sunday or bank holiday also counts as work on a Sunday or bank holiday.

(4) A basic salary in the sense of § 3b para. 2 sent. 1 of the German Income Tax Act (EStG) is the sum of the basic compensation, benefits in kind and other regularly paid emoluments. This also includes the emolument up to the maximum amount of the basic compensation supplement claim within the definition of § 16. The hourly rate in the sense of the abovementioned regulation is 1/174 of the basic salary.

(5) The tax exemption of payments within the definition of paragraph 1 in accordance with § 3b of the German Income Tax Act (EStG) is subject to the condition that these payments be generally offset in accordance with paragraph 1 against the individually determined supplements, respectively prior to the issue of the income tax certificate, meaning this will therefore regularly take place no later than the end of the calendar year or upon the departure of the crewmember. The payments within the definition of paragraph 1 are therefore to be generally accounted for individually on the basis of the actual records. To the extent that payments within the definition of paragraph 1 are not treated as tax-exempt in accordance with § 3b of the German Income Tax Act (EStG) these shall be generally repaid; it is possible, however, to offset them against a basic compensation supplementary claim within the definition of § 16.

§ 16 Basic compensation supplementary claim

(1) Insofar as payments in accordance with § 15 para. 1 do not fulfil the pre-conditions for tax exemption within the definition of § 3b of the German Income Tax Act (EStG) and therefore must be repaid in accordance with § 15 para. 5 sent. 3, the employees have a claim to a wage supplement up to this amount in accordance with this regulation (basic compensation supplementary claim).

(2) The basic compensation supplementary claim is taxable income from employment. No tax-exemption within the definition of § 3b of the German Income Tax Act (EStG) comes into consideration.

(3) The claims according to § 15 para. 1 sent. 1 and those according to this provision are mutually exclusive. The basic compensation supplementary claim is limited to payment in accordance with § 15 para. 1 sent. 2.

§ 17 Meals, meal allowances, canteen goods

(1) Meals must be provided to the employees in the form of good, well-balanced and tasty food in sufficient quantities. In this regard, the different religious and cultural practices of the employees must be taken into consideration. The sequence of meals must have sufficient variety and the prevailing climatic needs must be taken into account. Indicated dietary measures have to be considered at all costs.

(2) If work is carried out at night, it must be ensured that the employees involved have additional meals.

(3) The employees have the right to meal allowances to the value of the amount set in the HTV-See if they:

1. have not eaten the meals on board on their days off after giving sufficient notice. Such notice is one which is given the day before at least an hour before the kitchen closes;
2. feed themselves on work trips;
3. receive no meals because of kitchen closures;
4. are on holiday;
5. are incapable of working due to illness and have a doctor's note;
6. are carrying out duties required of them on land;
7. participate in a mandated training or further education measure, in which it is not possible to receive communal meals at the cost of the shipping company;
8. are not working during a notice period in accordance with § 28 para. 9;

9. are receiving a job search allowance in accordance with § 32 para. 3.

(4) If canteen goods are dispensed on board, the sales prices must be calculated in such a manner that after covering costs, there are no surpluses.

§ 18 Accommodation

(1) The regulations concerning the accommodation of crewmembers on board merchant ships apply to the accommodation of the employees and the equipping of accommodations.

(2) The communal spaces and furnishings must be taken care of by all crewmembers and maintained in an orderly condition by the shipping company.

(3) The cleaning of cabins is paid duty in accordance with § 6 para. 2.

(4) Personnel must be made available to clean the cabins of the captain and the ship's officers.

§ 19 Business trips

On business trips, the employees have the right to travel by train in the second class and to fly in economy class.

§ 20 Service uniforms, working clothes

If the employees are required to wear uniforms, partial uniforms or standardised work or service clothing, this clothing must be made available by the shipping company or the employees must be compensated for the cost of purchasing such clothing.

§ 21 Replacement of effects

(1) The effects of the employees, including technical equipment that is used for work purposes are to be replaced by the shipping company at 100% of the value set in the HTV-See in the case of total loss, partial loss or damage as a result of unforeseeable occurrences. Valuables and technical equipment that are not used for work purposes are to be replaced at 25% of the value set in the HTV-See. The amount must be paid out immediately.

(2) The time within which the replacement must take place includes the journey to the ship, the time on board including shore leave and the journey home up to the start of the vacation.

§ 22 Shore leave

(1) The crewmembers have the right to shore leave in the harbour and while the ship is in a roadstead acting as a harbour from Monday to Friday from 00:00 to 06:00 and between 18:00 and 24:00 as well as on Saturdays, Sundays and bank holidays, as long as this does not interfere with the safety of the ship and its departure time and/or this is not in contradiction to official regulations.

(2) A roadstead acting as a harbour in accordance with paragraph 1 is according to its geographical position, its technical features and its denomination an expanse of water at the sea or at the inland that is set aside for the clearing and/or loading and/or extinguishing ships sailing in or out.

(3) The captains are also obliged to give the crewmembers shore leave in the harbour during their off-duty time from Monday to Friday between 06:00 and 18:00, as long as this does not interfere with the operation of the ship.

(4) Where reasonable, the captains have to ensure that there is a connection to the land if there is no suitable transportation for those going on shore leave.

§ 23 Leave entitlement

(1) The employees are entitled to paid holidays.

(2) This entitlement is earned per calendar month. For parts of months, the entitlement must be granted on a pro rata basis, whereby a month shall be 30 days; fractions are to be carried forward. With the start of holidays and the end of employment, fractions of at least half a day must be rounded up and other fractions are not taken into account.

(3) All working days from Monday to Friday are counted as days of holiday.

(4) Holiday entitlements do not arise during the holiday.

(5) If the employees are carrying out duties on board, travelling to or from the ship or on call at the instruction of the shipping company, they earn a total leave entitlement. This consists of annual leave and the compensation for Saturdays, Sundays and bank holidays during the times listed in sentence 1. With the total leave entitlement, all entitlements to holidays and for Saturdays, Sundays and bank holidays – including for underaged persons – are satisfied. Per month, the entitlement consists of:

1. 11.5 leave days in the 1st to the 5th year of employment;
2. 12.5 leave days in the 6th to the 10th year of employment;
3. 13.5 leave days from the 11th year of employment.

Trainees on board are entitled to 10 leave days per month.

(6) If the employees are carrying out duties on land, taking part in reserve duty training or participating in a training or further education measure prescribed by legal or administrative requirements and international conventions, are sick or on land whilst unfit for marine duty, or participating in a convalescent care in accordance with § 27 para. 1, their entitlement per month is:

1. 2.3 leave days in the 1st to the 5th year of employment;
2. 3.1 leave days in the 6th to the 10th year of employment;
3. 4.0 leave days from the 11th year of employment.

(7) Construction supervisors earn the leave entitlement mentioned in paragraph 6 when working in Germany and the leave entitlement mentioned in paragraph 5 while working overseas.

(8) Years of employment in the sense of paragraphs 5 to 7 are employment periods in accordance with § 7 para. 1.

§ 24 Granting of leave, travel costs

(1) Leave is to be granted to the employee by the shipping company at the latest after 180 calendar days of uninterrupted duty on board. This can only be deviated from by means of a written agreement. If the granting of leave cannot be guaranteed at the end of 180 calendar days, then it has to take place at the last opportunity before the 180 calendar days are up, unless the ship will be arriving in a German harbour or in a harbour in a neighbouring country by the 185th day.

(2) The earned leave must be taken. During the leave, the employees may not follow any employment that is in contradiction to the purpose of the leave.

(3) Employees who have started their holiday may only be summoned back in cases of extreme emergency and with suitable notice.

(4) If the employees become incapacitated for work due to illness during the leave, the sick days are not regarded as part of the leave period, as long as the illness is attested to by a doctor's note and the employee informs the shipping company immediately of the illness. The employees have to report to the shipping company for duty initially after the end of the leave that was granted or, if the illness continues beyond the end of the leave, after they are once again able to work. The shipping company determines when the rest of the leave is to be granted. The wishes of the employees have to be taken into consideration in this regard, where possible.

(5) If the employees have already received a longer leave than what is due to them, vacation pay cannot be reclaimed.

(6) The leave is to be granted in Germany, as long as nothing else is agreed at the request of the employees.

(7) Leave begins on the day following the end of:

1. duty in a German harbour or
2. the journey home from a foreign harbour.

(8) The leave ends on the day preceding:

1. reporting for duty in a German harbour or
2. the start of the journey to a foreign harbour.

(9) The shipping company carries the travel costs in accordance with paragraph 7 no. 2 und paragraph 8 no. 2. In cases of a different agreement on the holiday place according to paragraph 1, the travel costs must be set out in a corresponding written arrangement.

§ 25 Leave pay

(1) For the period of leave, including the Saturdays, Sundays and bank holidays that occur during the period of leave, the daily holiday pay is determined by dividing the gross salary of the last six calendar months divided by 180. Benefits in kind and irregular gratuities are excluded from the calculation of the gross salary.

(2) For employment periods of less than six months, the time period calculated for the daily leave pay the actual period of employment. Paragraph 1, sentence 2 applies accordingly.

(3) Aside from the daily leave pay, meal allowances in accordance with § 17 para. 3 no. 4 must also be paid.

(4) The payment of leave pay and meal allowances must be done each calendar month.

(5) After a new HTV-See comes into force, the daily holiday pay may not lie under the daily payments that the employees would have received on the continuation of their duty.

§ 26 Payment in lieu of leave

(1) Payment in lieu of leave is basically impermissible. However, up to a quarter of the leave entitlement earned can be compensated, with the written agreement of the employees. Such an agreement has to be reached at least 30 days before the leave starts.

(2) The payment in lieu is permissible if extension of employment is not possible due to the initiation of studies or for attendance at an educational institution or the commencement of a new employment or other employment issues.

(3) The contract of hire is essentially extended by the leave days that are not granted. If employees whose contract of hire has been extended by the remaining leave due after the end of a notice period or after employment has been ended through a termination agreement are

incapacitated due to illness, the contract of hire is not to be extended further. The remaining leave and the leave earned during the illness must be compensated in accordance with §23 para. 6.

(4) If the employment relationship ends due to the employees being pensioned off because of reduced capacity to work or because of a termination of employment due to unfitness for sea duty or a termination of employment due to inability to provide service as required by the hiring contract, they are entitled to compensation of the total leave entitlement, as stated in § 23 para. 5, that they have earned while serving on board and which they were unable to take up to that point. There is no entitlement to compensation for leave to which they are entitled to as stated in § 23 para. 6 which they have earned after their service on board during illness or a rehabilitation measure as stated in § 27 para. 1.

(5) § 25 paras. 1 to 3 is applied correspondingly in the calculation of the compensation.

§ 27 Medical care

(1) The entitlement of the employees to health care from the shipping company is decided by the current legal regulations. The time restriction mentioned in § 47 para. 2 sent. 2 of the German Seafarers' Act (SeemG) does not apply. If the provider of social insurance, an administrative office of a scheme for the compensation of war victims or other providers of social services have granted stationary medical care or a stationary rehabilitation, such measures are considered to periods of incapacity for work. The length of the entitlement to continued payment of salary during such times is determined by § 48 para. 1 sent. 2 first clause of the German Seafarers' Act (SeemG).

(2) The amount of the per diem allowance mentioned in §§ 45 para. 2, 49 para. 2 sent. 2 of the German Seafarers' Act (SeemG) is determined by HTV-See. The per diem allowance is to be paid out at the current location of the ill or injured employees.

(3) With the establishment of the employment relationship, the employees relinquish future legal entitlement to damages against third parties to the extent in which the shipping company is obliged to provide services to the employees for the reasons named. The transfer of the claim cannot be made to the detriment of the employees.

§ 28 Regular termination

(1) The termination with due notice of the employment relationship has to be carried out in writing in order to be effective. Termination cannot be done in electronic form.

(2) The termination with due notice of captains must be carried out by the shipping company.

(3) The termination with due notice of ships' officers and other employees, in accordance with § 5 of the German Seafarers' Act (SeemG) must be mandated by the shipping company and must be communicated to the employee concerned in writing by the shipping company or its representative.

(4) The open-ended employment of the captains can be terminated with four weeks' notice on the 15th or the end of a calendar month. The notice of termination is increased to two months at the end of a calendar month if the captains have been employed in the business or establishment for two years.

(5) The employment of the crewmembers can be cancelled within the first three months with one week's notice. If the first trip lasts longer than three months the termination can be given with one week's notice during the first six months up to the three days after the end of the trip. Once the times given in sentences 1 and 2 have expired, the notice period is four weeks from the 15th or the end of a calendar month. It is increased to two weeks from the end of a calendar month when the employees have been employed in the business or establishment for two years.

(6) For termination of the employment of employees by the shipping company, the notice period, if the employees have been employed in the business or establishment:

1. for eight years, is three months to the end of a calendar month;
2. for ten years, is four months to the end of a calendar month;
3. for twelve years, is five months to the end of a calendar month;
4. for 15 years, is six months to the end of a calendar month;
5. for 20 years, is seven months to the end of a calendar month.

The time before the completion of the 25th year of age is not taken into consideration in calculating the employees' period of employment.

(7) As long as there is no other arrangement, employment continues from the end of the notice period until the ship's arrival in a harbour where the ship docks in Germany or for loading or discharging in a neighbouring country, for a maximum period of three months.

(8) Before the end of the three-month notice period in paragraph 7, the employment ends on the day when the employees arrive in the country in which the destination mentioned in § 31 para. 2 is situated, if:

1. the shipping company takes care of repatriation in accordance with § 31 or
2. the employees provide for their own repatriation at their own costs and a replacement, whose suitability is decided on by the Seafarers' Office in the case of doubt, can take their place without any particular costs for the shipping company and without stopping the ship.

If the employees in no. 2 do not return immediately to Germany, employment also ends in a foreign harbour on the day preceding that on which the replacement reports for duty.

(9) If the employees are not employed during the notice period, they shall continue to receive the basic compensation plus flat-rate compensation for overtime and the meal allowances pursuant to § 17 para. 3 no. 8. They will also receive pro rata compensation in accordance with the basic compensation supplementary claim pursuant to § 16.

§ 29 Extraordinary termination

The extraordinary termination of employment is determined by §§ 64 to 68, 78 para. 3 of the German Seafarers' Act (SeemG). It has to be carried out in writing in order to be effective. Termination cannot be done in electronic form.

§ 30 Termination agreement

(1) The shipping company and the employees can essentially only decide to end the contract of hire by means of a termination agreement in Germany. If the termination agreement is concluded overseas or at sea, the employees have the right to revoke the contract within a period of two weeks after returning to the selected destination, as mentioned in § 31 para. 2.

(2) The termination contract and the revocation of this contract must be in writing in order to take effect. Termination contract and the revocation cannot be carried out in electronic form.

§ 31 Repatriation

(1) The employees have the right to repatriation in the following cases:

1. if an open-ended (indefinite) or a closed (fixed term) contract ends in a foreign country;
2. after the expiry of the notice period as in § 28 paras. 4 to 8;
3. in the case of illness or an accident or other medical reason that makes it necessary to repatriate employees and they are able to travel from a medical perspective;
4. in the case of shipwreck;
5. if the shipping company can no longer fulfil its legal or contractual duties as employer of the employees due to insolvency, the sale of the ship, a change to the ship's registration or any similar reason;
6. if the ship is travelling to an area for which the parties of this tariff agreement have signed a declaration of danger or which has been declared by the department of foreign affairs or its department as an area that presents particular danger due to the threat of armed conflicts that the employees do not want to enter into;
7. If employment is terminated due to arbitration, a tariff agreement or any similar reason.

(2) The employees can select, from the destinations provided, where they want to be repatriated to at the time of repatriation. Destinations for repatriation are:

1. the place in which employment started or
2. the place specified by the tariff agreement or
3. the employees' place of residence or
4. any other place agreed on at the start of employment.

(3) The shipping company makes the arrangements for carrying out repatriation. It ensures that the employees have their passports and all the papers necessary for repatriation. The employees must essentially be transported by air. During the time from leaving the ship until they arrive at their destination, the employees have the right to continued payment of their salary.

(4) The shipping company covers the costs of repatriation. These include the expenses for:

1. transport to their destination;
2. lodging, meals and salary from the time they leave the ship until arrival at their destination;
3. the transport of up to 30 kg of personal baggage to the destination; and
4. medical treatment, insofar as the employees need this in order to be able to travel to their destination.

The costs of repatriation cannot be offset by the salary and other entitlements of the employees. The shipping company may not demand prepayment of the costs of repatriation; an agreement in this regard is invalid.

(5) The time spent waiting for repatriation and the time during repatriation may not be deducted from leave.

(6) The repatriation is complete when the employees arrive at their destination or if they have not claimed their right to repatriation within three months.

(7) If the employment is ended by a termination in accordance with § 64 or § 78 para. 3 of the German Seafarers' Act (SeemG), the shipping company can require the employees to pay for the costs of repatriation. Paragraph 3 sentence 4 and paragraph 4 sentence 3 do not apply.

(8) If the shipping company is not able to make the arrangements for repatriation, the employees can claim the money necessary to pay for their repatriation.

(9) Where there is a dispute about repatriation, the Seafarers' Office will make a provisional arrangement.

§ 32 Job search

(1) If the shipping company gives notice to the employees with a period of notice of four weeks on the 15th or at the end of a calendar month or with a longer notice period, the shipping company has to give the employees the opportunity outside the leave period to look for another position in Germany during the notice period with three weeks' notice (job search period).

(2) The opportunity to look for work in every German harbour where the ship docks for at least 24 hours can be made available. A job search day is then every working day on which the employees have the opportunity to disembark.

(3) If the job search period mentioned in paragraph 1 has not expired at the end of the employment period, the shipping company is to remunerate the employees for the outstanding job search days (job seeker's allowance). The amount of the job search allowance corresponds to the basic compensation, plus flat-rate compensation for overtime and the meals allowance pursuant to § 17 para. 3 no. 9 payable for this period. They will also receive pro rata compensation in accordance with the basic compensation supplementary claim pursuant to § 16. The unemployment benefit that the employees receive, or would have received if they had registered themselves with a job center as seeking employment on time, is included in the job seeker's allowance.

§ 33 Attestation of employment

(1) The employees can demand a written attestation from the shipping company concerning the period of employment and the nature of their employment. The attestation must be issued with the date when the employment period ends. It cannot be issued in an electronic format.

(2) At the request of the employees, the attestation must include a description of conduct and performance.

§ 34 Death benefit

(1) If employees die during the period of employment, their dependent spouses or, if they do not have one, the dependent minor children or children who are younger than 26 years of age and still in full-time education, continue to receive the basic compensation plus the flat-rate compensation for overtime for the month in which the death occurred, plus the following month. They will also receive pro rata compensation in accordance with the basic compensation supplementary claim pursuant to § 16.

(2) In the case of the death of employees during the employment period, the persons entitled to death benefit according to paragraph 1, and in case of their absence the employees' parents, in the order mentioned, are entitled to the amount owing to the deceased in compensation for their leave entitlement at the time of death, independent of other requirements. The meal allowance mentioned in § 26 para. 5 in conjunction with § 25 para. 3 is not included in the calculation of these amounts.

(3) In the case of the disappearance of employees, paragraphs 1 and 2 apply correspondingly. The entitlements of the eligible persons with regard to the shipping company come into effect on the day on which the employment period, as mentioned in § 77 para. 1 of the German Seafarers' Act (SeemG), ends.

§ 35 Time limit

(1) Entitlements arising from employment are forfeited if they are not claimed in writing within three months after they fall due (time limit). In the case of employment entitlements, the time limit only begins at receipt of the statement. For employees who are on board or overseas when entitlements fall due, the time limit starts after the employees are discharged and have returned to Germany.

(2) The regulations concerning the limitation of entitlements in accordance with §§ 194 to 218 of the German Civil Code (BGB) are not affected by paragraph 1.

§ 36 Choice of forum clause

The Hamburg Labour Court is solely responsible for dealing with legal disputes between shipping company and employees arising from employment as constituted by this tariff agreement. The address of the Court is:

Arbeitsgericht Hamburg, Osterbekstraße 96, 22083 Hamburg.

§ 37 Entry into force, expiry, duration

(1) This tariff agreement comes into effect on 1 July 2002 and shall remain applicable along with the amendments last agreed by way of the tariff agreement of 30 December 2014. At the same time, the Collective agreement for German maritime shipping of 17 April 1986, valid from 1 May 1986 and the agreement on conditions of employment for captains in German maritime shipping of 17 April 1986, valid with effect from 1 May 1986 cease to be in force.

(2) This tariff agreement can with a notice period of three months only be terminated at the earliest on 31 December 2017 and in the following years at the end of the calendar year.

Protocol notice

to the Collective Agreement for the German Maritime Shipping Industry (MTV-See) as of 11 March 2002, effective as of 1 August 2006

The parties to the tariff agreement agree that employees aboard ships shall have access to email communication systems. The use of these systems is principally subject to a charge. Outgoing and incoming transmissions up to 10 kilobyte per transmission per day are free of charge. This rule does not apply to ferryboats that regularly call at German ports as well as ships that are deployed in German waters.

Appendix I:
Special provisions for the employees of
Hapag-Lloyd AG

The MTV-See and the HTV-See apply to the employees with the following stipulations:

The provisos

of §§ 10 paras. 6, 12, 14, 24 para. 1, 25 and 26 para. 5 MTV-See
are omitted.

In place of the provisos of

§§ 8 paras. 2 and 3, 10 para. 1, 22 paras. 1 and 3, 23 and 26 paras. 1, 3 and 4 MTV-See
the following stipulations come into effect:

§ 8 Regular working hours

(2) The daily period of work on which the calculation of the monthly basic compensation, the flat-rate compensation for overtime, the supplements for Sunday, bank holiday and night shift working and the basic compensation supplementary claim are based and which should essentially be rendered by the crewmembers should not exceed:

1. 9.50 hours for ships' mechanics;
2. 10.00 hours for stewards/stewardesses;
3. 10.28 hours for cooks.

On the 182 days on board according to Appendix I § 23 para. 3 the number of working hours per calendar year should not exceed:

1. 1.729 hours for ships' mechanics;
2. 1.820 hours for stewards/stewardesses;
3. 1.871 hours for cooks.

Hours worked beyond the annual work period reduce the duty time on board as given in Appendix I § 23 para. 1 to the daily rate specified in sentence 1. Fractions of the daily rate count as complete days.

(3) The regular working hours for crewmembers who are not assigned to watch duty is between 06:00 and 20:00.

§ 10 Restrictions on duty

(1) At sea, crewmembers on watch duty may only be occupied with occasional repair work and work that is immediately necessary for the safety of the ship and its journey, for the safety of the cargo or with service tasks in addition to watch duty on work days between 0:00 and 06:00 and between 20:00 and 24:00 as well as on Sundays and bank holidays.

§ 22 Shore leave

(1) The crewmembers have the right to shore leave in the harbor and on roadsteads that are serving as harbours from Monday to Friday between 0:00 and 06:00 and between 20:00 and 24:00 as well as on Saturdays, Sundays and bank holidays, as long as this does not endanger the safety of the ship and its sailing times and/or it is not in contradiction with official regulations.

(3) The captains are obliged to also grant shore leave in the harbour to crewmembers in their off-duty time from Monday to Friday between 06:00 and 20:00, as long as the ship's operation permits this.

§ 23 Policies on working and vacation periods

(1) The employees have the right to paid leave and availability days for every settlement year. The calendar year determines the deployment periods and the leave periods. The calendar year consists of the following deployment periods and leave periods:

1. 182 days duty on board (paragraph 3);
2. 10 days transfer time (paragraph 4);
3. 30 days availability time (paragraph 5);
4. 143 days leave time (paragraph 6).

(2) For fractions of a calendar year, the days for board duty, transfer time, availability time and holiday time must be determined on a pro rata basis.

(3) The employees are obliged to fulfill an average 182 days of duty on board per year within a three year time period (board duty).

(4) The employees are obliged to fulfil ten transfer days on average per year within a three year time period for leaving duty, induction periods and dry dock (transfer time). If the mandated transfer time exceeds 30 days, the amount of days exceeded must immediately be added to the leave account. After three calendar years are up, starting from 1 January 2000, unused transfer days from the first calendar year are added to the leave account.

(5) The shipping company is entitled to use 30 days within each calendar year for company training, educational leave, illness on land, rehabilitation or reserve duty training (availability

time). The availability time is not transferable beyond the calendar year. Unused availability time is added to the leave account. If the availability time in a calendar as stated in sentence 1 is exceeded, the board duty time, transfer time and leave time given in Appendix I § 23 para. 1 and the annual working hours given in Appendix I § 8 para. 2 sent. 2 are reduced proportionally. For availability time, as mentioned in sentence 1, over and above the availability time of 30 days, the employees have a statutory minimum holiday claim in accordance with § 54 para. 1 of the German Seafarers' Act (SeemG) (30 calendar days).

(6) The employees have the right to an average of 143 days' leave per calendar year in the time period of three calendar years (leave time). The leave is granted by the shipping company under consideration of the wishes of the employee, where possible. The formation of regular crews must be considered in the provision of deployment and holiday time.

(7) If the employees perform duties on land, they have a right to 90 days' leave per calendar year. For this time, the right to board duty time, transfer time, availability time and leave time is suspended and recalculated on a pro-rata basis.

(8) The correction of the time accounts at the end of the calendar year is done by means of a tie voucher for the following year with the payroll accounting for the January of the following year.

§ 26 Payment in lieu of leave

(1) Payment in lieu of leave is basically impermissible. However, up to a quarter of the leave entitlement earned can be compensated, with the written agreement of the employees, as per Appendix I § 23 para. 1 sent. 2 no. 4. The amount of days paid for is immediately offset against the time accounts (board days, leave days, availability days, transfer days).

(3) The contract of hire is essentially extended by the leave days that have not yet been granted. If the employees whose employment contract was extended after the expiry of the notice period or after termination by remaining leave by means of a revocation agreement are unable to work due to illness, there is no further extension of the employment contract. The remaining leave in the time account has to be compensated.

(4) If the employees are pensioned off due to diminished capacity to work, they have the right to compensation of the credit in the time accounts as mentioned in Appendix I § 23 para. 1 sent. 2, which must be recalculated at the beginning of the determination of unfitness for duty at sea. There is no right to compensation for the time period from the confirmation of unfitness for duty at sea up to the termination of employment.

**Appendix II:
Special provisions for the employees of
TT-Line GmbH & Co. KG**

The MTV-See and the HTV-See apply to the employees with the following stipulations:

The provisos

§§ 4 para. 2 sent. 2, 12, 14 and 24 para. 1 MTV-See

are omitted.

The provisos

§§ 8 paras. 2 and 3, 9 paras. 2 and 4, 10 para. 6, 11 para. 5, 13,
17 para. 4, 20, 23 and 26 paras. 3 and 4 MTV-See

are replaced by the following provisions.

The provisos

§§ 8 and 27 MTV-See are supplemented by the following provisions.

§ 8 Work hours, watch duty

(2) The daily working hours that must be essentially fulfilled by the employees and which are the basis of calculation of the monthly basic compensation, the flat-rate compensation for overtime, the supplements for Sunday, bank holiday and night shift working as well as the basic compensation supplementary claim should not exceed, under consideration of Appendix II § 9 an average of 9,658 hours per day and 8.5 hours per day for ships' mechanics trainees.

(3) The regular working hours for crewmembers who are not assigned to watch duty are between 06:00 and 20:00; in the catering area, between 06:00 and 22:00.

(9) The working hours per payroll year consist of 1,764 hours. These must be divided between the 182.63 days on board.¹

(10) The payroll year conforms to the calendar year.

(11) The working hours are in conformance with the work plans that have been coordinated with the Office for Occupational Safety and agreed upon between the shipping company and the works council.

¹ Through the MTV-See amendment agreement of 18 August 2014, the following sentences 3 and 4 are inserted into § 8 para. 9: "Time over and beyond the working time defined in sentence 1 is fully compensated for captains, nautical and technical ship's officers and pursers by way of the relevant total monthly compensation according to HTV-See - Heuertafel [Seafarers' Wage Scale] 10. TT-Line GmbH & Co. KG. It is not permitted to exceed 1,872 working hours per payroll year."

These amendments apply to employees onboard the vessels of TT-Line GmbH & Co. KG. The amendment agreement of 18 August 2014 came into effect retrospectively on 1 July 2014 and shall end on 30 June 2016 with no post-expiry effect.

(12) Time off work with continued pay (service on land) is received by:

1. one employee respectively for HTV-See and MTV-See tariff negotiations;
2. three employees who act as members of the negotiation commission for tariff negotiations related to the shipping company;
3. five employees who act as members of the tariff commission for tariff negotiations related to the shipping company.

§ 9 Maximum working hours, minimum rest periods

(2) The minimum rest periods of the crewmembers may not be less than:

1. 10 hours in a time period of 24 hours and
2. 77 hours in each seven-day period.

The daily rest period can be divided into a maximum of two periods of time if one of them is a minimum of eight hours long.² The time periods between two consecutive rest periods may not exceed 14 hours.

(4) If, during stand-by duty, the scheduled rest period is disturbed by summonses to work, the crewmembers must be granted a suitable rest period to compensate for this. An unbroken rest period of eight hours must be guaranteed.

§ 10 Restrictions on employment

(6) If the ship is in a German harbour on 24 December, it may not leave the harbour before 18:00 on 25 December. For employees who are on duty, Christmas bank holidays and demurrage days while in port are not calculated as leave days or availability days.

² The MTV-See amendment agreement of 18 August 2014 amended § 9 para. 2 sent. 2 as follows:

"The daily rest period may only be split into a maximum of two time periods, if one is at least eight hours in duration."

The MTV-See amendment agreement of 18 August 2014 inserted § 9 para. 2 sent. 3 as follows:

"The minimum time period for captains and crewmembers belonging to the deck and machinery personnel is six hours."

These amendments apply to employees onboard the vessels of TT-Line GmbH & Co. KG. The amendment agreement of 18 August 2014 came into effect retrospectively on 1 July 2014 and shall end on 30 June 2016 with no post-expiry effect.

§ 11 Basic compensation, flat-rate compensation for overtime, gratuities, home allotment

(5) In each calendar year, employees receive a gratuity to the following amount:

1. employees who have worked for the shipping company for seven to twelve months at 1 December receive one twelfth of the amount that those employees receive who have worked for the shipping company for one to three years at 1 December;
2. employees who have worked for the shipping company for one to three years at 1 December receive a third of their monthly basic compensation plus flat-rate compensation for overtime. In addition they receive a third of the basic compensation supplementary claim in the form of a gratuity;
3. employees who have worked for the shipping company for longer than three years at 1 December receive half of their monthly basic compensation plus flat-rate compensation for overtime. In addition they receive one-half of the basic compensation supplementary claim in the form of a gratuity.

If a Christmas gratuity is agreed upon between the parties to the tariff agreement in maritime shipping, this is taken into account with this gratuity. The gratuity must be paid by 15 December of each year.

§ 13 Construction supervisors

Salaries and provisions for working hours and leave time for construction supervisors can be agreed upon individually between the employees and the shipping company. If such an agreement is not made, construction supervisors are entitled to the same leave and availability tie as employees who are on board duty. For construction supervisors working within Germany, the right to paid leave and availability time with regard to off-duty weekend days and bank holidays is reduced.

§ 17 Meals, meal allowances, canteen goods

(4) If canteen goods are handed out on board, the sales prices must be calculated in such a way that no surplus remains once costs are covered. The shipping company ensures the sale of canteen goods on board. The works council has the right to co-determination, particularly with regard to the setting of prices and opening times, in accordance with § 87 of the German Works Constitution Act (BetrVG).

§ 20 Service uniforms, working clothes

Where the wearing of uniforms, partial uniforms or work/service clothing for the group of people falling under this tariff agreement is required, the shipping company has to ensure that

this clothing is made available. The employees must be given a basic outfit and an ongoing clothing account must be set up for them. Further details are decided by a works agreement.

§ 23 Policies on working and vacation periods

(1) The employees have the right to paid leave and availability days for every settlement year. The calendar year determines the deployment periods and the leave periods. The calendar year consists of the following deployment periods and leave periods:

1. 182.63 days on board and
2. 182.63 days on land.

The days on land consist of:

1. 147.65 leave days and
2. 34.98 availability days.

(2) For fractions of a calendar year, the days for board duty, availability time and holiday time must be determined on a pro rata basis.

(3) The board periods and the land periods for the individual employees are decided by a works agreement.

(4) If the employees are serving on board or making themselves available to the shipping company, they earn a total leave entitlement. This consists of the annual leave and the compensation for Saturdays, Sundays and bank holidays during the periods mentioned in sentence 1. All rights to leave and for Saturdays, Sundays and bank holidays spent at sea are compensated by the total leave entitlement. The entitlement amounts to 24.61 calendar days of leave per month.

(5) Alongside the leave entitlement mentioned in paragraph 4, the employees are entitled to 5.83 calendar days per month as availability days. These availability days can be used for staff meetings on land, illness, convalescence treatment and in-company continuing education.³

(6) In-company continuing education days allotted to availability time may not exceed 15 days within a time period of five years for nautical patent holders. In-company continuing education days allotted to availability time may not exceed 10 days within a time period of five years for all other employees. Company continuing education days that exceed this amount may not be included in the availability time, but are taken off the hourly account at a rate of 9.67 hours per

³ The MTV-See amendment agreement of 18 August 2014 has supplemented § 23 para. 5 with the following sentence 3:

"Days of illness necessitated through occupational accidents will not be offset against the availability days."

This amendment applies to employees onboard the vessels of TT-Line GmbH & Co. KG. The amendment agreement of 18 August 2014 came into effect retrospectively on 1 July 2014 and shall end on 30 June 2016 with no post-expiry effect.

day of continuing education and off the daily account at a rate of one day per day of continuing education.

(7) In-company continuing education is continuing education that is required by the company and/or legally prescribed.

(8) The entitlement to leave and availability days is earned per calendar month. For fractions of the month, the entitlement must be calculated pro rate, with the month being calculated as having 30.44 days. Fractions must be carried forward. At the beginning of leave and the ending of employment, fractions of at least half a day must be rounded up and other fractions are not taken into consideration.

(9) When working on land, the employees earn a leave entitlement of 0.260 leave days per calendar day worked. Alongside the leave entitlement, the employees earn an entitlement to 0.125 availability days per calendar day worked. Allotted to the availability days are illness, convalescence treatment and in-company continuing education. All days from Monday to Friday count as leave and availability days.

(10) If the employees embark before 12:00, this day counts as a board day. If they disembark after 12:00, this also counts as a board day. If the employees embark after 12:00, this counts as a land day. If the employees disembark before 12:00, this counts as a land day. The hours worked during this time are charged to the annual working hour account.

(11) Once the 182.63 days on board in an accounting year have been required, the duty time on board is over. It also ends when the 1,764 hours of annual working time have been carried out in that accounting year. Thus the employees earn additional land days over and above the 182.63 days. They have an entitlement to compensation for these days.

(12) In exceptional cases, the employees can work up to five days or 47.5 hours over the 182.63 board days or the 1,764 hours respectively once per accounting year. The additional days and the hours worked during these days are withdrawn from the board days or the hourly account respectively in the next accounting year.

(13) If the employees mentioned in paragraph 12 are assigned a further five⁴ days in addition to the 182.63 days on board and they incur costs due to the additional assignment (e.g. having to change holiday bookings) and have informed their superiors about this, the shipping company must carry the costs on presentation of proof.

(14) A provision that deviates from paragraphs 10 to 13 regarding deployment periods on board is only permissible with the agreement of the works council.

(15) If employment ends before the conclusion of the accounting year and the employees have already worked 182.63 board days up to this time, the excess board days and the hours worked during these board days demanded are compensated additionally.

⁴ The MTV-See amendment agreement of 18 August 2014 has replaced the word "five" with the word "twelve" in § 23 para. 13:

This amendment applies to employees onboard the vessels of TT-Line GmbH & Co. KG. The amendment agreement of 18 August 2014 came into effect retrospectively on 1 July 2014 and shall end on 30 June 2016 with no post-expiry effect.

(16) For accounting periods of less than one accounting year, the days and hours mentioned in this tariff agreement apply on a pro rata basis.

§ 26 Payment in lieu of leave

(3) The employment period is essentially lengthened by the amount of non-granted leave days. If the employees whose employment period was lengthened due to remaining leave entitlement after the end of the notice period or after termination by means of a termination agreement become incapacitated for work due to illness, the employment period is not lengthened any more. The outstanding leave must be compensated.

(4) If the employees leave employment due to being pensioned off or because of reduced capacity to work or because of a termination due to unfitness for duty at sea or because of a termination due to inability to fulfil their duty, they are entitled to a financial refund of their complete leave entitlement.

§ 27 Medical care

(4) If the employees receive payment from the Seafarers' Medical Plan, the shipping company pays the difference between the sickness benefit and the monthly net salary at the time of the payment of sickness benefit paid by the Seafarers' Medical Plan.

Protocol Notices for Appendix II

Protocol notice no. 1

The Ferry Tariff Agreement between the Verband Deutscher Reeder e.V. (German Shipowners' Association), Hamburg, on behalf of the TT-Line GmbH & Co., Lübeck, (TT-Line), and the Trade Union for Public Services, Transport and Traffic - governing board -, Stuttgart, dated 10 January 2001, valid from 1 January 2001, expires on 1 July 2002.

Protocol notice no. 2

Time account for permanent employees

1. The ver.di - Vereinte Dienstleistungsgewerkschaft e.V. (United Services Union) has not conceded to the proposal of the Verband Deutscher Reeder e.V. (German Shipowners' Association) to stop operating time accounts for all employees, in order that no additional leave entitlements arise. The parties to the tariff agreement have however agreed that the work must also be organised in the area of management that the 1:1 rule is guaranteed.
2. The ver.di - Vereinte Dienstleistungsgewerkschaft e.V. (United Services Union) will support measures by the TT-Line, such as operating instructions, in this regard.
3. If these measures are not successful, the parties to the tariff agreement will meet anew at the end of 2001 to achieve compliance with the 1:1 rule through new negotiations.

Protocol notice no. 3

Areas of duty and tasks

Ship's electrician

The ship's electrician can only be additionally assigned to support the ship's electrical technician.

Ship's mechanic

With regard to the position "ship's mechanic" in the Seafarers' Wage Scale under "skilled workers", it has been agreed that ships' mechanics can be assigned either in the deck area or in the machine area. It has further been agreed that the ships' mechanics grouped under these areas do not replace 1.5 people.⁵

⁵ The MTV-See amendment agreement of 18 August 2014 has reworded paragraph 2 (ships' mechanic) in Protocol Notice no. 3 to Appendix II (Areas of duty and tasks) as follows:

"The ships' mechanic deployed both to the deck and the engine room area will be grouped to a new position in the HTV-See - Heuertafel [Seafarers' Wage Scale] 10. TT-Line GmbH & Co. KG as "Schiffsmechaniker Gesamtschiffsbetrieb" ("Ship Mechanic for Overall Ship Operation"). The amount of the pay corresponds to the grouping pursuant to HTV-See - Heuertafel [Seafarers' Wage Scale] 5. "Facharbeiter" ("Skilled workers"), letter a) "Schiffsmechaniker" ("Ships mechanic"). Regarding the position of ships' mechanic, included in the HTV-See - Heuertafel [Seafarers' Wage Scale] 10. TT-Line GmbH & Co. KG in the grouping "Matrose mit Brief, Maschinenmann gelernt, Schiffsmechaniker"

Fachkräfte Catering, catering aide, hotel assistant

1. **The crewmembers grouped under Fachkräfte Catering** (“FK Catering”) are assigned to the shop, the bar the restaurant/meeting area and the reception. Details on the area of task and duty shall be agreed upon by the employer and the works council.
2. **Those crewmembers listed in the Heuertafel [Seafarers' Wage Scale]** under catering aide are assigned to the canteens, to clearing up and cleaning the cafeteria, to washing glasses and cleaning in the bar/conference area as well as to cleaning in the kitchen/shop.
3. **The crewmembers listed in the Heuertafel [Seafarers' Wage Scale]** under hotel assistant are assigned to the hotel area to clean the passenger cabins, the public areas and the toilets.⁶

Protocol notice no. 4

Cargo securing

The practice of securing the cargo that existed before this tariff agreement came into effect does not count as cargo-securing work in the sense of § 10 para. 4 MTV-See.

(“Seamen with discharge book, skilled engine men, ships mechanic”), it is agreed these may be deployed either to the deck or engine room area.”

These amendments apply to employees onboard the vessels of TT-Line GmbH & Co. KG. The amendment agreement of 18 August 2014 came into effect retrospectively on 1 July 2014 and shall end on 30 June 2016 with no post-expiry effect.

⁶ MTV-See amendment agreement of 18 August 2014 has reworded Protocol Notice no. 3 to Appendix II (Areas of duty and tasks) paragraph 3 no. 3 as follows:

“The employees grouped in the Seafarers’ Wage Scale 10. TT-Line GmbH & Co. KG as “Hotel/Catering assistant” will be assigned to the entire Hotel/Catering cleaning duty area.”

This amendment applies to employees onboard the vessels of TT-Line GmbH & Co. KG. The amendment agreement of 18 August 2014 came into effect retrospectively on 1 July 2014 and shall end on 30 June 2016 with no post-expiry effect.

Appendix III:
Special provisions for the employees of
Rostock Ferry Services GmbH & Co. KG

The MTV-See and the HTV-See apply to the employees with the following provisions:

The provisos of

§§ 4 para. 2 sent.2, 12, 14 and 24 para. 1 MTV-See
are omitted.

In place of the provisos

§§ 8 paras. 2 and 3, 10 para. 6, 11 para. 5, 13, 20, 23 and 26 paras. 3 and 4 MTV-See
the following provisions apply.

The provisos of

§§ 8 and 27 MTV-See

are supplemented by the following provisions.

§ 8 Working hours, watch duty

(2) The daily working hours that must be essentially fulfilled by the employees and which are the basis on which monthly basic compensation, the flat-rate compensation for overtime, the supplements for Sunday, bank holiday and night shift working as well as the basic compensation supplementary claim are calculated, under consideration of § 9, should not exceed 9.658 hours per day, on average, and 8.5 hours per day for apprentice ships' mechanics.

(3) The regular working hours for crewmembers who have not been assigned to watch duty are between 06:00 and 20:00 and between 06:00 and 22:00 in the area of catering.

(9) The working hours are 1,764 hours per accounting year. These must essentially be divided between the 182.63 board days for all employees. Any exceeding working hours, as given in sentence 1, must be compensated at a flat rate for captains, nautical and technical ships' officers and pursers by means of the relevant monthly basic compensation plus flat-rate compensation for overtime, supplements for Sunday, bank holiday and night shift working and the basic compensation supplementary claim in accordance with the HTV-See – Heuertafel [Seafarers' Wage Scale]. Working hours may not exceed 1,872 per accounting year.

(10) The accounting year corresponds to the calendar year.

(11) The working hours are in conformance with the work plans that have been coordinated with the Office for Occupational Safety and agreed upon between the shipping company and the works council.

§ 10 Restrictions of duty

(6) If the ship is in a German harbour on 24 December, it may not leave the harbour before 18:00 on 25 December. For employees who are on duty, Christmas bank holidays and demurrage days while in port are not calculated as leave days or availability days.

§ 11 Basic compensation, flat-rate compensation for overtime, gratuities, home allotment

(5) In each calendar year, employees receive a gratuity to the following amount:

1. employees who have worked for the shipping company for seven to twelve months at 1 December receive one twelfth of the amount that those employees receive who have worked for the shipping company for one to three years at 1 December;
2. employees who have worked for the shipping company for one to three years at 1 December receive a third of their monthly basic compensation plus flat-rate compensation for overtime. In addition they receive a third of the basic compensation supplementary claim in the form of a gratuity;
3. employees who have worked for the shipping company for longer than three years at 1 December receive one-half of the monthly basic compensation plus flat-rate compensation for overtime. In addition they receive one-half of the basic compensation supplementary claim in the form of a gratuity.

If a Christmas gratuity is agreed upon between the parties to the tariff agreement in maritime shipping, this is taken into account with this gratuity. The gratuity must be paid by 15 December of each year.

§ 13 Construction supervisors

Salaries and provisions for working hours and leave time for construction supervisors can be agreed upon individually between the employees and the shipping company. If such an agreement is not made, construction supervisors are entitled to the same leave and availability tie as employees who are on board duty. For construction supervisors working within Germany, the right to paid leave and availability time with regard to off-duty weekend days and bank holidays is reduced.

§ 20 Service uniforms, working clothes

Where the wearing of uniforms, partial uniforms or work/service clothing for the group of people falling under this tariff agreement is required, the shipping company has to ensure that this clothing is made available.

§ 23 Policies on working and vacation periods

(1) The employees have the right to paid leave and availability days for every settlement year. The calendar year determines the deployment periods and the leave periods. The calendar year consists of the following deployment periods and leave periods:

1. 182.63 days on board and
2. 182.63 days on land.

The days on land consist of:

1. 147.65 leave days and
2. 34.98 availability days.

(2) For fractions of a calendar year, the days for board duty, availability time and holiday time must be determined on a pro rata basis.

(3) If the employees are serving on board or making themselves available to the shipping company, they earn a total leave entitlement. This consists of the annual leave and the compensation for Saturdays, Sundays and bank holidays during the periods mentioned in sentence 1. All rights to leave and for Saturdays, Sundays and bank holidays spent at sea are compensated by the total leave entitlement. The entitlement amounts to 24.61 calendar days of leave per month.

(4) Alongside the leave entitlement mentioned in paragraph 3, the employees are entitled to 5.83 calendar days per month as availability days. These availability days can be used for staff meetings on land, illness, convalescence treatment and in-company continuing education.

(5) In company continuing education days allotted to availability time may not exceed 15 days within a time period of five years for nautical patent holders. In-company continuing education days allotted to availability time may not exceed 10 days within a time period of five years for all other employees. Company continuing education days that exceed this amount may not be included in the availability time, but are taken off the hourly account at a rate of 9.67 hours per day of continuing education and off the daily account at a rate of one day per day of continuing education.

(6) In-company continuing education is continuing education that is required by the company and/or legally required.

(7) The entitlement to leave and availability days is earned per calendar month. For fractions of the month, the entitlement must be calculated pro rate, with the month being calculated as having 30.44 days. Fractions must be carried forward. At the beginning of leave and the ending of employment, fractions of at least half a day must be rounded up and other fractions are not taken into consideration.

(8) When working on land, the employees earn a leave entitlement of 0.260 leave days per calendar day worked. Alongside the leave entitlement, the employees earn an entitlement to 0.125 availability days per calendar day worked. Allotted to the availability days are illness, convalescence treatment and in-company continuing education. All days from Monday to Friday count as leave and availability days.

(9) If the employees embark before 12:00, this day counts as a board day. If they disembark after 12:00, this also counts as a board day. If the employees embark after 12:00, this counts as a land day. If the employees disembark before 12:00, this counts as a land day. The hours worked during this time are charged to the annual working hour account.

(10) Once the 182.63 days on board in an accounting year have been required, the duty time on board is over. It also ends when the 1,764 hours of annual working time have been carried out in that accounting year. Thus the employees earn additional land days over and above the 182.63 days. They have an entitlement to compensation for these days.

(11) In exceptional cases, the employees can work up to 15 days per calendar year over the 182.63 board days. The additional days and the hours worked during these days are withdrawn from the board days or the hourly account respectively in the next accounting year. If the 182.63 board days are not reached, contrary to plans, those board days that have not yet been worked must be added to the daily/hourly account for the following year at a rate of 9.67 hours per day. A maximum of 15 days can be transferred to the following year.

(12) If the employees mentioned in paragraph 11 are assigned a further 15 days in addition to the 182.63 days on board and they incur costs due to the additional assignment (e.g. having to change holiday bookings) and have informed their superiors about this, the shipping company must carry the costs on presentation of proof.

(13) A provision that deviates from paragraphs 9 to 12 regarding deployment periods on board is only permissible with the agreement of the works council.

(14) If employment ends before the conclusion of the accounting year and the employees have already worked 182.63 board days up to this time, the excess board days and the hours worked during these board days demanded are compensated additionally.

(15) For accounting periods of less than one accounting year, the days and hours mentioned in this tariff agreement apply on a pro rata basis.

§ 26 Leave compensation

(3) The employment period is essentially lengthened by the amount of non-granted leave days. If the employees whose employment period was lengthened due to remaining leave entitlement after the end of the notice period or after termination by means of a termination agreement become incapacitated for work due to illness, the employment period is not lengthened any more. The outstanding leave must be compensated.

(4) If the employees leave employment due to being pensioned off or because of reduced capacity to work or because of a termination due to unfitness for duty at sea or because of a termination due to inability to fulfil their duty, they are entitlement to a financial refund of their complete leave entitlement.

§ 27 Medical care

(4) If the employees receive payment from the Seafarers' Medical Plan, the shipping company pays the difference between the sickness benefit and the monthly net salary at the time of the payment of sickness benefit paid by the Seafarers' Medical Plan.

Protocol Notices for Appendix III

Protocol notice no. 1

The Ferry Tariff Agreement between the Verband Deutscher Reeder e.V. (German Shipowners' Association), Hamburg, on behalf of Rostock Ferry Services GmbH & Co. (RFS), and the Trade Union for Public Services, Transport and Traffic - governing board -, Stuttgart, dated 10 January 2001, valid from 1 January 2001, expires on 1 July 2002.

Protocol notice no. 2

Areas of duty and tasks

Reception/purchasing/catering and hotel/catering assistant

1. The positions listed in the Seafarers' Wage Scale under "specialised staff" as "reception assistant" are principally assigned to the reception and those listed as "purchasing assistants" are principally assigned to the cash registers.
2. Those crewmembers listed in the Seafarers' Wage Scale under "assistant" as "catering assistant" are assigned to the canteens, to clearing up and cleaning the cafeteria, to washing glasses and cleaning in the bar/conference area as well as to cleaning in the kitchen/shop.
3. The crewmembers listed in the Seafarers' Wage Scale under "hotel/catering assistant" are assigned to the hotel area to clean the passenger cabins, the public areas and the toilets.

Protocol notice no. 3

Areas of duty and tasks of electricians

1. Additional to the position of ship's electrical technicians, the ship's electrician is added to the Seafarers' Wage Scale.
2. The ship's electrician can only be additionally assigned to support the ship's electrical technician.

Protocol notice no. 4

Cargo securing

The practice of securing the cargo that existed before this tariff agreement came into effect does not count as cargo-securing work in the sense of § 10 para. 4 MTV-See.

Appendix IV:
Special provisions for the employees of
Bugsier-, Reederei- und Bergungs-Gesellschaft mbH & Co. KG

The MTV-See and the HTV-See apply to the employees with the following stipulations:

The provisos

§§ 1 para. 1, 9, 11 para. 3, 15 para. 5, 17 para. 3 no. 2, 18 para. 4, 23, 24 para. 1 MTV-See

are replaced by the provisions below.

The provisos

§§ 8 and 10 of the MTV-See

are expanded by the following terms.

§ 1 Area of application

(1) This tariff agreement applies to the employees who are members of ver.di – Vereinte Dienstleistungsgewerkschaft e.V. (United Services Union) (ver.di) that are working on seagoing tugs and salvage tugs as well as on marine salvage cranes and salvage vehicles, insofar as these are operated under the federal flag. For the employees on freight and passenger ships with a gross tonnage of 300 and over, as long as they fly the German flag in accordance with the German Flag act (FlaggRG), the provisions of MTV-See apply.

§ 8 Working hours, watch duty

(9) Time off work with continued pay is granted to:

1. one employee each for HTV-See and MTV-See tariff negotiations respectively;
2. three employees as members of the negotiation committee for tariff negotiations relating to the shipping company (Appendix IV);
3. five employees as members of the company tariff committee for tariff negotiations relating to the shipping company (Appendix IV).

§ 9 Maximum working periods, minimum rest periods

(1) The parties to the tariff agreement avail themselves of the right to alteration accorded by § 139 para. 3 of the German Seafarers' Act (SeemG), to agree on provisions deviating from §§ 84a to 87 of the German Seafarers' Act (SeemG), as follows:

(2) The maximum working hours of the employees on ships in accordance with § 8 para. 5 and on vehicles in accordance with Appendix IV § 1 para. 1 may not exceed:

1. 14 hours in every 24 hour period;
2. 91 hours in every 7 day period.

(3) The minimum rest period of the employees on marine salvage vessels and marine salvage cranes and salvage vehicles deployed in harbours or for environmental operations may not be less than ten hours – of which at least six hours must be concurrent – within a 24 hour period. The continuous rest period of at least six hours must be announced. The remaining rest period of four hours more is granted as actual off-duty time – even if it occurs in several sections. § 88 of the German Seafarers’ Act (SeemG) remains unaffected.

(4) If the minimum six hour minimum rest period of the employees on marine salvage vessels deployed in the harbour is interrupted in exceptional cases by a deployment, it must be immediately made up for within 24 hours. The 24 hour time period begins with the start of the current shift on board.

(5) The duty plans agreed upon with the works council must set down a standardised rhythm of shift changes for all employees on the vehicles mentioned in Appendix IV § 1 para. 1, under consideration of the local particularities. Standby periods from 22:00 to 06:00 are regarded, even without notification, as granted minimum rest periods, if they last longer than six consecutive hours. Standby periods are rest periods in which the employees in the berth of the ship must be promptly ready for duty if called upon.

(6) The captain must ensure that the work and rest periods in accordance with Appendix IV § 9 are adhered to.

(7) Safety, firefighting and lifeboat exercises as well as exercises prescribed by official regulations and international conventions must be carried out in such a manner that the disturbance of the rest periods is kept to a minimum and they do not result in overtiredness.

§ 10 Restrictions on employment

(7) Paragraphs 2 to 6 do not apply to employees on marine tugs deployed in a harbour and on marine salvage cranes, as long as their deployment in the harbour and the roadsteads is restricted in accordance with § 22 paras. 1 and 2.

§ 11 Salary, home allotment

(3) The basic compensation, the flat-rate compensation for Sunday, bank holiday and night shift working and the basic compensation supplementary claim is set out in the respective current version of the HTV-See Table A. nos. 1 and 4 to 8 as amended.

§ 15 Supplements for working on Sundays, bank holidays and night shifts

(5) The tax exemption of payments within the definition of paragraph 1 in accordance with § 3b of the German Income Tax Act (EStG) is subject to the condition that these payments be generally offset in accordance with paragraph 1 against the individually determined supplements respectively prior to the issue of the income tax certificate, meaning this will therefore regularly take place monthly and no later than the end of the calendar year or upon the departure of the crewmember. The payments within the definition of paragraph 1 are therefore to be generally accounted for individually on the basis of the actual records. To the extent that payments within the definition of paragraph 1 are not treated as tax-exempt in accordance with § 3b of the German Income Tax Act (EStG) these shall be generally repaid; it is possible, however, to offset them against a basic compensation supplementary claim within the definition of § 16.

§ 17 Meals, meal allowance, canteen products

(3) The employees are entitled to meal allowances to the amount set in the HTV-See if they:

2. Feed themselves on official trips and show evidence of this by submitting receipts for their meals;

§ 18 Accommodation

(4) Personnel must be made available to clean the cabins of the captains and ships' officers. This only applies to vehicles under Appendix IV § 1 para. 1 with a gross tonnage of more than 2,000, with the exception of marine salvage cranes.

§ 23 Basic Regulations for Retained Labour Days and Vacation Times

(1) The members of the ships crews have a claim to paid leave (time on land) including vacation time during each calendar year. The calendar year is to be definitive for the calculation of the retained labour time and the leave (time on land) including the vacation time. The calendar is to be defined as 183 days on board vessel and 182 leave (time on land) including vacation time. In any one leap year, the leave (time on land) is to be 183 days.

(2) The change-over relief times for the crewmembers on vessels as per Appendix IV § 1 para. 1 are to be regulated in the Operations Agreement concluded between the shipowners and the relative works council of the vessel.

(3) As concerns parts of the broken calendar year, the vacation time is to be calculated proportionately.

(4) The members of the ships' crews are under an obligation hereby to serve 183 retained labour days within any one calendar year (service on board vessel). Leave (time on land) is to be granted in accordance with paragraph 5 hereof in consideration of service on board vessel.

Any additional paid service times on board vessel are voluntary. Excluded from such voluntary times served on board vessel are any additional services rendered of up to 15 service days on board vessel for compensating for crew absences (example: sickness, services rendered for coastguard safety activities including rescue services, the combating of toxic substances accidents, fire watches). Such service times on board are to be remunerated as per paragraph 5 hereof.

The days of inability to work are to be offset against the times of service on board vessel and leave (time on land) (comp. paragraph 5) in equal proportions.

Change-over relief days are to be counted as service times on board vessel.

(5) To compensate for overtime on board vessel, a day of leave (time on land) is to be granted for each extra day of overtime service on board (the one-for-one rule). As from the 184th day of service on board vessel, a claim to equivalent remuneration is to be granted per day instead of days of leave (time on land).

This payment in lieu amounts, for each onboard service day, to 1/15 of the monthly basic compensation, 1/15 of the flat-rate compensation for overtime, 1/15 of the basic compensation supplementary claim and the daily meal allowance. This payment in lieu will be paid out together with the monthly salary.

In regard to other times of extra service on board, these stipulations grant no leave (time on land), but stipulate vacation time instead. Days of leave (time on land) will then be reduced by the number days of vacation.

The leave (time on land) is restricted to the relative calendar year and cannot be carried forward to the next calendar year.

(6) Days spent in training and advanced training are to be reckoned as leave (time spent on land) up to 10 calendar days. As from the 11th calendar day, these are to be reckoned as half service time on board and half leave (time on land).

(7) Crewmembers have a claim to 40 calendar days vacation per calendar year (vacation time). Vacation time includes a claim to vacation under § 139 of the German Seafarers' Act (SeemG). Vacation is to be granted by the relative shipowner in due consideration of the wishes of the crewmembers concerned. In a calendar year, vacation of two separate time periods of 20 continuous days are to be granted.

(8) Workforce members serving on land have a claim to leave of 80 calendar days each calendar year, against which claim to vacation is to be offset, as per paragraph 7 hereof. Service on land is when the workforce member is regularly employed under contract, or when a workforce member is prepared, upon the request of a shipowner, to serve on land instead of as crewman on board a vessel.

(9) Crewmembers under training are to acquire 15 calendar days leave (time on land) for each full calendar month served on board vessel. For the parts of broken calendar month, a proportionate amount of leave (time on land) is to be calculated and granted. The claim to vacation for such workforce members is to be governed by § 54 of the German Seafarers' Act (SeemG) (Vacation Time). Leave (time on land) will then be reduced by the vacation time, and is restricted to the relative calendar year and may not be carried forward to the next calendar year. Weekends not in service and public holidays are to be proportionately offset against leave (time on land).

(10) The account for time served and vacation time in any one calendar year is to be made known to crewmembers and workforce members once in each calendar year. In addition, information is to be provided concerning the account at the request of crewmembers and workforce members.

§ 24 Granting of leave, travel costs

(1) In the case of delayed granting of planned holiday time, the employees receive a supplement of 0.5% of the sum of the basic compensation, the flat-rate compensation for overtime and the basic compensation supplementary claim as compensation for the extended onboard duty time. § 23 is not affected by this.