



VERENIGING VAN WERKGEVERS  
IN DE HANDELSVAART  
VWH



**NAUTILUS**  
INTERNATIONAL

## COLLECTIVE BARGAINING AGREEMENT FOR MERCHANT SHIPPING

The undersigned:

1. The Association of Employers in Merchant Shipping (VWH), residing in and operating from Rotterdam, hereafter to be referred to as 'VWH',

and

2. Nautilus International, residing in and operating from Rotterdam, hereafter to be referred to as 'Nautilus'

Hereafter to be jointly referred to as 'Parties'

DECLARE THAT THEY HAVE REACHED AGREEMENT ON THE FOLLOWING:

### ARTICLE 1 DEFINITIONS USED

For the purposes of this collective bargaining agreement (CBA), the following terms have been defined:

1. Merchant shipping:  
Oceangoing merchant shipping under the flag of the Netherlands, excluding:
  - Fishing vessels;
  - Public service vessels;
  - Inland shipping vessels;
  - War ships and naval auxiliary vessels;
  - Vessels specifically designed to load and discharge sand, clay and/or rock, including any auxiliary vessels involved in these activities;
  - Lifeboats;
  - Oceangoing tugs;
  - Pleasure craft and commercially operated yachts;
  - Ships specifically designed for the exploration and mining of oil and gas fields at sea;
  - Ships specifically designed for the construction and/or maintenance of wind turbines at sea;
  - Passenger vessels.

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2. Employer:

Any and all natural persons or legal entities employing any person on any vessel engaged in merchant shipping. The definition of 'Employer', therefore, also refers to all natural persons or legal entities that are commercially involved in, and receive direct or indirect payment for providing personnel to third parties for the purpose of carrying out –under their supervision– any work on board vessels engaged in merchant shipping, other than that pursuant to any employment agreement said third parties are signatory party to.

3. Employee:

Any and all seafarers covered by employment contracts issued by any Employer operational in merchant shipping.

4. Hiring Company:

Any and all third parties as referred to in paragraph 2 of this article.

## ARTICLE 2 SCOPE OF APPLICABILITY

This agreement shall apply to any and all maritime employment contracts between Employers and Employees in merchant shipping.

## ARTICLE 3 WAGE SCALES AND WORKING CONDITIONS

1. For those categories of Employee whose wage scales and working conditions are not included in those set out in paragraph 2, wage scales and working conditions shall be equal to those described in the regulations and documents that are an indissoluble part of this collective bargaining agreement.
2. Any Employee residing in the Philippines, Indonesia and/or any other nation to be agreed on in the CBA, shall be subject to wages and working conditions as agreed on in the CBA signed by their countries' legitimate national trade union and Nautilus on the one hand and the VWH or the Employer in question on the other hand. Should no legitimate trade union exist, Nautilus will be the sole negotiating party. The wages and working conditions in question shall be at least equal to those recommended in international conventions and agreements.

## ARTICLE 4 EMPLOYERS' OBLIGATIONS

1. Prior to engaging any Employee in merchant shipping, Employers are bound to offer them employment contracts whose terms regarding wage scales and working conditions shall not differ from those described in article 3 paragraph 1.
2. Employers are bound to adhere to the terms of wage scales and working conditions as described in article 3 paragraph 2 in respect to their Employees as described in same paragraph.

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3. Employers are bound to report immediately any and all current and/or new collective agreements between them and seafarers, as referred to in article 3, paragraph 2, to a joint committee to be appointed by the interested parties. Should this concern existing, officially approved, agreements, a simple report will suffice; company-specific agreements need to be submitted. Submissions are to include the intended agreements' legal status and the numbers and ranks of those seafarers they are to apply to. Any and all amendments to any agreement and/or changes in the groups of seafarers in question are to be reported immediately, in writing, to the aforementioned joint committee.

#### ARTICLE 5 HIRING COMPANIES' OBLIGATIONS

Hiring Companies are required to offer Employees written contracts, which state that the Employer in question, who provides personnel as defined in article 1 paragraph 2, second sentence, adheres to the working conditions as described in article 3 of this collective bargaining agreement. Should any Hiring Company fail to do so, said Hiring Company shall be liable for any loss incurred by any seafarer as a result of the Hiring Companies' failure to comply. Said liability is without prejudice as far as the Hiring Companies' rights to seek compensation from the Employer in question is concerned.

#### ARTICLE 6 EMPLOYEES' OBLIGATIONS

Employees are bound to refrain from demanding terms regarding wage scales and working conditions that are different from those described in article 3.

#### ARTICLE 7 CONTRACTUAL PARTIES' OBLIGATIONS

1. Parties are mutually bound to use any and all means at their disposal to ensure that the wage scales and working conditions as described in article 3 shall be adhered to.
2. Parties are also mutually bound for the period of this agreement's validity to refrain from making demands and/or taking industrial action (e.g. strikes and lock outs) which may lead to corporate disruptions.

#### ARTICLE 8 EMPLOYMENT

In order to promote the labour market's transparency, Employers shall report any and all vacant positions to the UWV.

#### ARTICLE 9 DISPUTE SETTLEMENT MECHANISM

Should any dispute between Parties and/or any VWH member and Nautilus arising from the interpretation of any one or more clauses in either this agreement and/or the appended and/or later to be appended regulations, prove impossible to solve by said Parties, the claiming Party is to notify the other Party in writing. Parties are bound to make every effort to arrive at a mutually acceptable resolution within a period of two months of having received the aforementioned written notification.

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Should no resolution be achieved within said two-month period, a dispute between Parties and/or any VWH member and Nautilus shall be recognised as such if and when either one of the Parties or the VWH member in question informs the other Party, in writing, of the existence of said dispute.

#### ARTICLE 10

Any and all disputes between the Parties and/or any VWH member and Nautilus, arising from or connected to this agreement or any associated agreements and/or rules and regulations shall be adjudicated in court in accordance with the usual procedures, unless arbitration is agreed upon.

Even if Parties and/or VWH member and Nautilus agree to take their dispute to arbitration, they shall still be entitled to address the president of the county court and apply for an interim ruling.

#### ARTICLE 11

This agreement shall be valid for a period of 3 years, from 1 April 2014 and will therefore expire –provided notice of termination has been given– on 31 March 2017.

#### ARTICLE 12

Any Party wishing to terminate this agreement shall make this known prior to 28 February 2017, failure to do so will result in the continuation of this agreement for the period of one year.

Rotterdam, 27 May 2014

ASSOCIATION OF EMPLOYERS IN  
MERCHANT SHIPPING

NAUTILUS INTERNATIONAL

Mr A. Engelsman,  
Chairman

H.J.A.H. Hylkema,  
Chief administrator

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VERENIGING VAN WERKGEVERS  
IN DE HANDELSVAART  
VWH



(Association of Employers in Merchant Shipping)

## **Regulations**

For seafarers

Serving on board ships in merchant shipping

Supplement to the collective bargaining agreement  
for merchant shipping

Valid from 1 April 2014 until 31 March 2017

# **REGULATIONS APPLYING TO MERCHANT SHIPPING**

## **A. Definitions**

### Article 1

1. In these regulations 'seafarers' or 'employees' refers to: ships' masters, ships' officers as meant in paragraph 2 and ships' ratings as referred to in paragraph 3.
2. In these regulations 'ships' officers', hereafter referred to as officers, are deck officers and officer engineers.
3. In these regulations 'ships' ratings', hereafter referred to as ratings, are all seafarers below the rank of officer.
4. The term 'Sundays' includes public holidays, i.e. New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day and national holidays insofar as they are advised to be awarded as holidays by the government or the organised business community in the Netherlands.
5. 'Monthly wages' means: the wages as referred to in Article 3, increased by the pay supplement for tanker service as and when applicable.
6. 'Daily wages' means:  $1/365 \times 12 \times$  the monthly wages.
7. 'Hourly wage' means:  $1/204 \times$  the monthly wage.
8. A 'full day' means: any period from midnight to the following midnight.
9. 'Port watch' means: being available on board in port or at anchor, according to instructions, in addition to the regular working hours and possible overtime duties, in which no further duties are to be carried out besides supervision and if necessary taking precautions to ensure the safety of those on board, the ship and/or the cargo.

## B. Wage conditions

### Article 2

#### WAGE SCALES

1. Seafarers' ranks are divided into the following wage scales:

Wage scale	Rank
I	Apprentice ordinary seaman with less than one year's service Apprentice engine room rating with less than one year's service
II	Apprentice ordinary seaman without official qualification with more than one year's service 1) Unlicensed seaman + engine room rating
III	Bosun; seaman pumpman, able seaman; cook; motorman; licensed seaman 2); with more than one year's service 1); licenced engine room rating 2) with more than one year's service; ships technician 3)
A	2 <sup>nd</sup> officer 0 – 4000 GT; marine engineer3)
	3rd officer 0 - 9000 GT
B	4th engineer > 9000 GT
	3rd officer > 9000 GT
	2nd officer 4000 - 6000 GT
C	3rd engineer 0 - 9000 GT
	2e engineer 0 - 2000 GT
	2nd officer 6000 - 9000 GT
D	3rd engineer > 9000 GT
	2nd officer > 9000 GT
	1st officer 0 - 1000 GT
E	2nd engineer 2000 - 4000 GT
F	1st officer 1000 - 2000 GT
G	2nd engineer 4000 - 6000 GT
H	1st officer 2000 - 4000 GT
I	1st officer 4000 - 6000 GT
J	1st engineer 0 - 2000 GT
K	2nd engineer 6000 - 9000 GT
	1st engineer 2000 - 4000 GT
	Master 0 - 2000 GT
L	1st engineer 4000 - 6000 GT
	2nd engineer 9000 - 18000 GT
	1st officer 6000 - 9000 GT
	Master 2000 - 4000 GT
M	2nd engineer >18000 GT
	1st officer 9000 - 18000 GT
	Master 4000 - 6000 GT
N	1st engineer 6000 - 9000 GT
	1st officer >18000 GT
O	1st engineer 9000 - 18000 GT
	Master 6000 - 9000 GT
P	1st engineer >18000 GT
	Master 9000 - 18000 GT
Q	Master >18000 GT

Employees serving in an integrated or double rank are classified in the highest rank scale of their combined (conventional) rank.

N.B.

- 1) After a period of at most three years ordinary seamen are to be promoted to the rank of able bodied seaman.
- 2) Licenced ordinary seamen or engineer ratings refers to: any ordinary seaman in possession of a nautical college degree or higher nautical education degree(s); engineer ratings in possession of any vocational training degree in metal work, or higher nautical education degree(s).
- 3) Starting wages for marine engineers are equal to wage scale III plus four levels of seniority. After each year of service a level of seniority is added. Reaching the 10<sup>th</sup> level of seniority in wage group III will be followed by classification in wage scale A. The maximum level of seniority attainable in wage scale A is 6.
- 4) From 1 April 2014, the VWH CBA's sphere of operations has been expanded to include vessels whose tonnage exceeds 9000GT. Arrangements between Nautilus International and individual VWH members applicable on 1 April 2014, regarding wages and other emoluments for seafarers on vessels over 9000GT will continue to apply. Equally, pre-existing arrangements between employers and individual seafarers continue to apply.
- 5) From 1 April ships' masters are included in the CBA. Therefore any and all wage scales and working conditions included in the 2014-2017 Merchant Shipping CBA regulations will be applicable to masters. Pre-existing arrangements on wages and other emoluments between individual masters and individual VWH members valid on 1 April 2014 will continue to be applicable.

### Article 3

## WAGES

1. Wages for seafarers included in any wage scale are determined according to the wage tables below, subject to the specifications in Articles 4 and 6.

Wage table Merchant Navy as of 1 January 2015 in Euros

Increase	1,50%																				
	I	ANC	II	III	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
16 yrs.	619	0	1664	1724	1937	2030	2159	2209	2265	2317	2375	2431	2549	2636	2764	2899	3044	3212	3373	3541	3718
17 yrs.	803	1	1720	1783	2009	2108	2241	2293	2352	2406	2466	2524	2647	2737	2873	3012	3162	3337	3504	3679	3863
18 yrs.	986	2	1778	1843	2086	2186	2325	2380	2440	2496	2560	2619	2747	2841	2980	3126	3283	3462	3636	3817	4008
19 yrs.	1171	3	1835	1903	2160	2265	2408	2464	2527	2587	2652	2713	2845	2945	3089	3240	3402	3590	3770	3959	4156
20 yrs.	1353	4	1893	1962	2234	2344	2492	2551	2616	2676	2743	2807	2946	3047	3196	3352	3519	3714	3900	4095	4300
21 yrs.	1539	5	1950	2022	2308	2422	2574	2636	2703	2767	2836	2901	3045	3150	3305	3464	3638	3840	4032	4234	4446
22 yrs.	1721	6	2007	2084	2384	2500	2659	2722	2791	2855	2927	2997	3143	3253	3412	3581	3760	3968	4166	4374	4592
23 yrs.	1904	7	2065	2143	2457	2576	2742	2807	2880	2947	3019	3092	3243	3355	3521	3694	3878	4093	4299	4514	4739
And over		8	2121	2202	2533	2656	2828	2893	2966	3038	3113	3183	3341	3456	3627	3806	3997	4217	4428	4650	4882
		9	2180	2262	2609	2734	2910	2978	3055	3126	3206	3279	3441	3560	3737	3920	4116	4343	4560	4789	5028
		10	2236	2321	2683	2814	2995	3063	3142	3216	3298	3374	3540	3662	3845	4033	4235	4469	4692	4927	5173
Tanker allowance	90		142	148	167	176	188	193	198	203	208	212	224	231	243	255	268	282	296	312	327

The starting wage for a ship's technician is equal to the wage in wage group III plus 4 years of seniority. The maximum wage is determined as wage group A plus 6 years of seniority

Wage table Merchant Navy as of 1 January 2016 in Euros

		2,00%																			
Increase																					
	I	ANC	II	III	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
16 yrs.	631	0	1697	1758	1976	2071	2202	2253	2310	2363	2423	2480	2600	2689	2819	2957	3105	3276	3440	3612	3792
17 yrs.	819	1	1754	1819	2049	2150	2286	2339	2399	2454	2515	2574	2700	2792	2930	3072	3225	3404	3574	3753	3940
18 yrs.	1006	2	1814	1880	2128	2230	2372	2428	2489	2546	2611	2671	2802	2898	3040	3189	3349	3531	3709	3893	4088
19 yrs.	1194	3	1872	1941	2203	2310	2456	2513	2578	2639	2705	2767	2902	3004	3151	3305	3470	3662	3845	4038	4239
20 yrs.	1380	4	1931	2001	2279	2391	2542	2602	2668	2730	2798	2863	3005	3108	3260	3419	3589	3788	3978	4177	4386
21 yrs.	1570	5	1989	2062	2354	2470	2625	2689	2757	2822	2893	2959	3106	3213	3371	3533	3711	3917	4113	4319	4535
22 yrs.	1755	6	2047	2126	2432	2550	2712	2776	2847	2912	2986	3057	3206	3318	3480	3653	3835	4047	4249	4461	4684
23 yrs.	1942	7	2106	2186	2506	2628	2797	2863	2938	3006	3079	3154	3308	3422	3591	3768	3956	4175	4385	4604	4834
And over		8	2163	2246	2584	2709	2885	2951	3025	3099	3175	3247	3408	3525	3700	3882	4077	4301	4517	4743	4980
		9	2224	2307	2661	2789	2968	3038	3116	3189	3270	3345	3510	3631	3812	3998	4198	4430	4651	4885	5129
		10	2281	2367	2737	2870	3055	3124	3205	3280	3364	3441	3611	3735	3922	4114	4320	4558	4786	5026	5276
Tanker allowance	92		145	151	170	180	192	197	202	207	212	216	228	236	248	260	273	288	302	318	334

The starting wage for a marine engineer is equal to the wage in wage group III plus 4 years of seniority  
 The maximum wage is determined as wage group A plus 6 years of seniority.

Wage table Merchant Navy as of 1 January 2017 in Euros

		2,25%																			
Increase																					
	I	ANC	II	III	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
16 yrs.	645	0	1735	1798	2020	2118	2252	2304	2362	2416	2478	2536	2659	2750	2882	3024	3175	3350	3517	3693	3877
17 yrs.	837	1	1793	1860	2095	2198	2337	2392	2453	2509	2572	2632	2761	2855	2996	3141	3298	3481	3654	3837	4029
18 yrs.	1029	2	1855	1922	2176	2280	2425	2483	2545	2603	2670	2731	2865	2963	3108	3261	3424	3610	3792	3981	4180
19 yrs.	1221	3	1914	1985	2253	2362	2511	2570	2636	2698	2766	2829	2967	3072	3222	3379	3548	3744	3932	4129	4334
20 yrs.	1411	4	1974	2046	2330	2445	2599	2661	2728	2791	2861	2927	3073	3178	3333	3496	3670	3873	4068	4271	4485
21 yrs.	1605	5	2034	2108	2407	2526	2684	2750	2819	2885	2958	3026	3176	3285	3447	3612	3794	4005	4206	4416	4637
22 yrs.	1794	6	2093	2174	2487	2607	2773	2838	2911	2978	3053	3126	3278	3393	3558	3735	3921	4138	4345	4561	4789
23 yrs.	1986	7	2153	2235	2562	2687	2860	2927	3004	3074	3148	3225	3382	3499	3672	3853	4045	4269	4484	4708	4943
And over		8	2212	2297	2642	2770	2950	3017	3093	3169	3246	3320	3485	3604	3783	3969	4169	4398	4619	4850	5092
		9	2274	2359	2721	2852	3035	3106	3186	3261	3344	3420	3589	3713	3898	4088	4292	4530	4756	4995	5244
		10	2332	2420	2799	2935	3124	3194	3277	3354	3440	3518	3692	3819	4010	4207	4417	4661	4894	5139	5395
Tanker Allowance	94		148	154	174	184	196	201	207	212	217	221	233	241	254	266	279	294	309	325	342

The starting wage for a marine engineer is equal to the wage in wage group III plus 4 years of seniority. The maximum wage is determined as wage group A plus 6 years of seniority

## **MINIMUM MONTHLY WAGES IN COMMERCIAL SHIPPING**

2. The minimum wage payable in merchant shipping shall be equal to the statutory minimum wage (for minors).

## **WORK EXPERIENCE PLACEMENTS**

3. In derogation of that which was determined in Article 2, paragraph 1, minimum wages shall be payable for a maximum of 1 year for employees with less than 1 year experience in commercial shipping and not (yet) in possession of a nautical education degree, if employment was commenced with the intention that the seafarer concerned was to enrol in a commercial shipping training scheme. Any employee not enrolling in any such commercial shipping training scheme within one year shall be awarded the salary scale in accordance with his rank.

## **CALCULATION OF WAGES**

4. With regard to payment wages are calculated by determining the total number of days for which wages are owed multiplied by the daily wage amount.

## **PENSION CONTRIBUTIONS**

5. The proportion of pension contributions which is payable by employees can be deducted from their wages.

## **WORK AND INCOME ACCORDING TO LABOUR CAPACITY ACT HIATUS ARRANGEMENT**

6. Contributions payable to the Work and Income according to Labour Capacity (WIA) Hiatus Arrangement, payable by employees, may be deducted from their wages. The WIA hiatus arrangement will be executed by the Industrial Pension Fund for Merchant Shipping (BPFK).

## **WGA PREMIUM**

7. Employees' WAG premium contributions may be deducted from wages payable (See Annexe V).

## Article 4

### **SENIORITY INCREASES**

1. While employed in merchant shipping, seafarers will receive wage increases directly related to the duration of their employment in the wage scale applicable to them, based on the number of years that they have held same rank/position in commercial shipping.
2. For ratings having served as a seaman in inland shipping half of the experience gained in this way will be counted for the number of seniority increases, up to a maximum of five years.
3. For the determination of the number of seniority increases applicable to Dutch ratings, time served on foreign ships will be counted as equal to that served on Dutch ships.
4. While employed in merchant shipping, each next seniority increase shall be conferred to each seafarer at the end of each year in service in the same rank/position.
5. If the period of service is interrupted with the permission of the shipping company the periods in service immediately before and immediately after the intermission are to be regarded as continuous.
6. Likewise, should any seafarer return to service within twelve months of the termination of his previous contract with the shipping company, provided said termination was for reasons other than misconduct or other than at his own request, the periods of service are to be considered as continuous should a seafarer enter into service again.

## Article 5

### **WAGES FOR SERVICE ON LARGER SHIP**

1. Should any seafarer in the service of the same employer have served for one or more terms, with a total of over 12 months, on a vessel on which a higher wage applies for the same position then he shall continue to be paid this higher wage even if he is returned to the vessel for which a lower wage applies.
2. Any seafarer in the above situation serving on any vessel over 9000GT shall be entitled to the appurtenant wages and other emoluments, but only for the period of service on said larger vessel. As and when said seafarer returns to service on vessels of less than 9000GT they shall be paid in line with 6000-9000GT wage scales in accordance to article 6.

## Article 6

### **WAGES AFTER PROMOTION**

1. Any seafarer moving into a higher wage scale as a result of a promotion will no longer be entitled the seniority increases he has accumulated up to then. Instead, said seafarers shall commence with the starting wage in the new wage scale and build up seniority from there.

Should this wage be lower than the wages received prior to promotion, a number of seniority increases shall be added so that the resulting wage will be higher than that before the promotion. Regular seniority increases will then be conferred at the end of each year in service.

## Article 7

### **SERVICE IN A HIGHER RANK/POSITION**

1. Service in a higher rank/position means serving in a rank/position on board at the request of the employer other than the rank/position which said seafarer was contracted for.
2. Service in a higher rank/position does not count as an interruption of the service in the contracted position.
3. For the period that seafarers serve in a higher rank/position than the rank/position that they were contracted for, their wages will be classified in the wage scale appropriate to the higher rank/position. Classification shall take place in accordance with the conditions in Article 6.
4. Should any seafarer have served 5 months or longer in a higher rank/position he shall be confirmed in his appointment to the higher rank/position.
5. Should said service in a higher rank/position last for less than 5 months, seafarers shall be paid the higher wage accorded in consequence of paragraph 3 while in service in a higher rank/position and during periods of leave accumulated during said service as well as during periods of incapacity for work immediately subsequent to both of the periods referred to above; this in accordance with the relevant daily wage rules, determined by the UWV (Employee Insurance Schemes Agency).

## Article 8

### **WAGE INCREASE WITH REGARD TO SERVICE ON TANKERS**

During service on board a tanker, as well as during the leave accumulated during service on board a tanker, the wages of the seafarers shall be increased by the amounts, as stated at the base of the wage table in Article 3.

## Article 9

### **FOOD AND ACCOMMODATION ALLOWANCES**

1. The shipping company shall make sure that the seafarers are provided with sufficient food of good quality and of sufficient variety.  
Modern food science is to be applied when composing a menu. The parties concerned have drawn up relevant guidelines which form part of this collective agreement.
2. During service inside national borders, seafarers are entitled to an allowance for each period of 24 hours in which they are not provided with a main meal. (€4.60 per 1 January 2012).

## Article 10

### **MENTOR FEES**

Should any officer have been appointed as mentor, and should supervision of the trainees allotted to them have been carried out to the best of their ability, they shall be paid a fee by the shipping company in compensation for the time spent on said supervision. The total of this fee amounts to €40 per month. Parts of a month shall be paid pro rata. No overtime shall be awarded for this supervision.

## **C. Conditions of employment**

### Article 11

#### **APPOINTMENT**

1. Employment contracts are open-ended and state the date on which employment commences, as well as the position and rank in which seafarers are to serve, as described in Article 2, paragraph 1. One copy is to be given to seafarers.
2. In derogation of that which was determined in paragraph 1, one or more contracts of employment can be entered into for a fixed term, in accordance with paragraph 4 of this article. Should the conditions in paragraph 3 of this article not be observed, the contract

in question will be converted from a fixed-term contract to an open-ended contract, unless the duration of the first contract for a fixed term was for less than a month.

3. One month before the final date of each contract of employment for a fixed term the employer shall confirm to the employee in question that:
  - 1) The contract for a fixed term will be extended after expiration of the fixed term by a new contract for a fixed term, or
  - 2) The contract for a fixed term will be terminated on the first arrival in port of the vessel after expiration of the fixed term.
4. Seafarers may be employed multiple times on fixed term contracts, subject to the following conditions:
  - 1) Contracts which succeed each other directly or within no more than three months form a 'chain'.
  - 2) Should the number of contracts forming a chain be greater than 3, or should the total length of successive contracts forming a chain exceed 3 years, then the contract shall be changed to an open ended contract.
  - 3) Any single contract for the duration of 3 years can be extended once only for 3 months, without being converted into an open ended contract.
  - 4) Any leave accumulated within the term of a fixed term contract shall be taken within the period of employment, or shall at least be considered as part of the 'chain'.
5. Should, in derogation of the conditions in paragraph 1, the nature of any company's operations or the carrying out of exceptional voyages require different job descriptions, parties shall classify the appropriate wage scales during collective agreement negotiations, after the employer in question has provided all the required information concerning said different job descriptions.
6. Seafarers are not permitted to take on any secondary occupations that would restrict him in satisfying the obligations pursuant to the ILO without permission from their shipping company.

## Article 12

### **GENERAL CONDITIONS REGARDING OVERTIME**

1. Anyone instructed to carry out overtime duties by their ship's master shall do so.
2. The following tasks are not eligible for the payment of overtime:
  - a) tasks which, in order to prevent immediate danger to those on board, the ship and/or the cargo, cannot be postponed until the next working day;
  - b) being on board in a port for watch-keeping duties;
  - c) the support of trainees.

## Article 13

### **FIXED OVERTIME REMUNERATION**

1. In derogation of that which was determined in Articles 16, 17, 21, 22 and 23 in each company the parties can agree to introduce fixed remuneration for overtime.
2. Any shipping company wishing to make use of the conditions in paragraph 1 shall submit a request to that end to the employers' organisation (VWH).  
The request shall be accompanied by a motivated proposal which shall include the basis for the calculations of the proposal.
3. The employers' organisation (VWH) shall, on receipt of any request and all the information necessary for said request, enter into negotiations with the employees' organisation (Nautilus International).  
Subsequently the parties shall establish, after consultation with the members, whether, and if so under which circumstances, fixed remuneration for overtime can be introduced. If necessary the parties can request additional information on which to base their conclusion.

## Article 14

### **REGULAR WORK**

1. The definition of regular work is: those tasks that are to be carried out, either in the engine room or on deck, which the seafarer was employed for.
2. Regular work also includes –even if this is not in accordance with the position which the seafarer was employed for– all those tasks listed in Article 12, paragraph 2.

## Article 15

### **SPECIAL TASKS AND EXTRA ALLOWANCES**

1. For the tasks listed in the following paragraph an extra allowance of 60% of the hourly wage is to be paid, irrespective of any remuneration for overtime or allowances as listed in Articles 16 to 23.
2. These tasks are:
  - a. Other tasks than those that are considered to be regular ones in consequence of Article 14
  - b. Stowage of cargo if this takes place during loading
  - c. Loading or unloading the cargo by the crew, which in this case includes operating the winches.

3. Seafarers shall only be instructed to carry out the tasks named in paragraph 2, paragraphs b. and c. by the master if and when there should be too few dock workers available in the loading and/or unloading area.  
Moreover, should the wages of any adult dock worker according to local rates exceed that to which the seafarer in question is entitled based on these regulations, they shall also be awarded the difference in pay for these tasks.

## **D. Regulation of working hours**

### I. DUTY IN PORT OR AT ANCHOR (HARBOUR DUTY)

#### Article 16

### **REGULAR WORKING HOURS PER 24 HOURS AND ALLOWANCES**

1. During duty in port the regular working hours per 24 hours are:
  - a. on **weekdays 8 hours**, as a rule between 06.00 and 18.00 hours;
  - b. on **Saturdays and Sundays: 0 hours**.
  - c. In derogation of the above the normal working hours of seafarers charged with the preparation of food and/or waiting duties are:
  - d. on **weekdays 8 hours**, as a rule between 06.00 and 18.00 hours;
  - e. on **Saturdays and Sundays: 4 hours**, as a rule between 06.00 and 18.00 hours.
2. Regular duty commences:
  - a. at the time that work is required for the first time in 24 hours; it ends as soon as 8 hours of work have been carried out.
  - b. furthermore, for those seafarers charged with the preparation of food or waiting duties the following applies: on Saturdays and Sundays spent in foreign ports, regular working hours commence at the time when work is required for the first time in 24 hours; they end on these days as soon as 4 hours of work have been carried out.
3. For work required during the regular working hours per 24 hours an allowance is awarded, should the work be carried out between 00.00 and 06.00 hours or between 18.00 and 24.00 hours.  
This allowance amounts to 60% of the hourly wage. For seafarers charged with the preparation of food or waiting duties, the allowance for Sundays spent in foreign ports shall be 100% of the hourly wage.

## Article 17

### **OVERTIME AND OVERTIME RATES**

1. Overtime is work that – without prejudice to the conditions in Articles 12 and 14 – is carried out after the normal working hours per 24 hours are finished.
2. For one hour's overtime the payment is:
  - a. weekdays**  
for each of the first two hours of overtime: 135% of the hourly wage;  
for each subsequent hour of overtime: 150% of the hourly wage;
  - b. Saturdays**  
for each hour of overtime: 150% of the hourly wage;
  - c. Sundays**  
for each hour of overtime: 200% of the hourly wage.

## Article 18

### **SHORE LINK**

1. Should any ship spend longer than 24 hours in any port or at anchor, her master shall ensure a link to shore is available free of charge, unless special circumstances prevent this.
2. Ships' masters shall determine the departure times from ship and shore.
3. Should said shore link not be provided by ships themselves, and should any third party providing transport fail to carry out their duties, resulting in any ship's boats having to be used, crew members charged with these tasks shall not be entitled to overtime remuneration for the services rendered by them.
4. Should shore link be provided by ships themselves, crew members charged with these tasks shall be entitled to overtime remuneration for the services rendered by them outside the regular duty times.

## Article 19

### **PORT WATCHES**

1. Should port watches be kept in any Dutch port any 24 hours of port duty taking place from Monday up to Friday shall give entitlement to one work day's leave; on Saturday the entitlement shall be one and a half work days' leave and on a Sunday the entitlement shall be two work days' leave.
2. If and when port watches are kept in any foreign port, each hour of port duty from Monday up to and including Sunday –with the exception of regular working hours and

the hours for which overtime rates apply– shall be remunerated with 30% of the hourly wage. On Sundays 24 hours of port watch provide the right to one work day's leave.

3. Port watches are to be taken on a rota basis, and at most once every three watches. Should personnel charged with the preparation of food and/or waiting duties also take part in the rota of port watch turns, then the provisions of this article shall also apply to them.
4. The provision of the opportunity for shore leave should be arranged in accordance with the guideline that duties on board are to be scheduled in such a way that, in ports where this is possible, all seafarers shall have the opportunity to go ashore before or after carrying out their daily duties at least twice in three full days, to be determined by the master.  
Nevertheless, each person shall ask permission to go ashore from the master or his representative before going ashore.
5. Should any request for permission be denied, then the master shall record his reasons in the ship's journal. Objections of paramount importance are: the safety of those on board, the ship and/or the cargo, imminent departure etc.
6. Equivalent remunerations shall be paid for doing other port watches than those done in turns, as referred to paragraph 3.

## II. SERVICE AT SEA AND ON ARRIVAL AND/OR DEPARTURE DAYS (SEA DUTY)

### Article 20

#### **ARRIVAL DAYS**

1. Ships are considered to have arrived at such time as they are moored or at anchor. This does not apply if mooring or anchoring have taken place in connection with waiting for a certain period of time –with a maximum of six hours– for instance for pilots, for permission from the relevant authorities to continue the voyage or because of technical failure.  
Ships are not considered to have arrived, in situations where the weather or navigational circumstances make it irresponsible to continue the voyage according to the rules of good seamanship and if any ship therefore has to be temporarily moored or anchored.  
  
Should any ship have to lie at anchor temporarily under instructions from the port authorities, for instance because of the type of cargo, at an anchorage in order to wait for a berth or for further orders, and should this take longer than seven days, sea duty is applicable again from the eighth day.

## **DEPARTURE DAY**

2. Ships are considered to have departed at the time they are no longer moored or have weighed anchor. No longer being moored or having weighed anchor does not count as departing, should this have taken place with the intention of mooring or lying at anchor again in the same port area (shifting from anchorage to anchorage).
3. Port duty applies from 00.00 hours of the day following the day on which the ship has arrived. Sea duty applies from 00.00 hours of the day on which the ship departs.

### Article 21

## **REGULAR WORKING HOURS AND ALLOWANCES**

1. During sea duty regular working hours per 24 hours, including Saturdays and Sundays, are 8 hours.
2. Regular working hours commence at the time that work is required for the first time in 24 hours; they end as soon as 8 hours of work have been carried out.
3. Should work be required other than listed under paragraph 4 during normal working hours on:
  - a. weekdays, before 06.00 or after 18.00 hours;
  - b. Saturdays;
  - c. Sundays;
  - d. all days of the week for seafarers charged with the preparation of food or waiting duties, before 06.00 or after 18.00 hours,  
an allowance shall be paid.  
The hourly rate of this allowance is:  
in cases referred to in this paragraph under a. and b.: 60% of the hourly wage;  
in cases referred to in this paragraph under c.: 100% of the hourly wage;  
in cases referred to in this paragraph under d.: on weekdays and Saturdays 60% and on Sundays 100% of the hourly wage.
4. The duties referred to in the paragraph above are:
  - a. those which are necessary for and related to taking watches;
  - b. those which are necessary for and related to the ship's arrival or departure;
  - c. maintaining the link to shore with a dinghy;
  - d. tasks which, according to the master, are necessary in order to prevent immediate danger to those on board, the ship and/or the cargo, and cannot be postponed until the next working day;
  - e. the provision of food or service by those seafarers charged with these duties.

## Article 22

### **OVERTIME AND OVERTIME RATES**

1. Overtime is work that – without prejudice to the conditions in Articles 12 and 14 – is carried out:
  - a. after the regular working hours per 24 hours are finished.
  - b. On any ship arriving on any Saturday and/or Sunday after such time as the ship in question has been properly moored or anchored.
2. For one hour's overtime the payment is:
  - a. weekdays**  
for each of the first two hours of overtime: 135% of the hourly wage;  
for each subsequent hour of overtime: 150% of the hourly wage;
  - b. Saturdays**  
for each hour of overtime: 150% of the hourly wage;
  - c. Sundays**  
for each hour of overtime: 200% of the hourly wage.

### **ARRIVAL AND DEPARTURE DAYS**

3. Should any ship arrive in port on a Saturday or a Sunday, and leave within the same 24 hours, working hours required in the period between the time of arrival and the two hours preceding the time of departure are to be remunerated with 150% and 200% respectively of the hourly wage.  
In order to determine the regular working hours in any such period of 24 hours as referred to above, the time in which tasks were carried out before arrival and after the two hours preceding the time of departure have to be added together, in derogation of that which was determined in Article 21, paragraph 2.

## III. CALCULATION AND PAYMENT

### Article 23

### **CALCULATION OF OVERTIME AND OF THE ALLOWANCES**

1. Overtime is calculated by the hour. The remaining part of an hour shall count for a full hour, except when the work takes place immediately after the normal working hours. In that case the continuation of work is calculated per half hour, whereby a remaining period of less than half an hour counts as a half hour.
2. Allowances and additional allowances are calculated in half hour periods.
3. The calculations referred to in the paragraphs above are based on hourly wages as

applicable on the day the overtime was worked or that the entitlement to the allowances was acquired respectively.

#### Article 24

### **PAYMENT OF OVERTIME AND ALLOWANCES**

1. Payment of overtime and allowances shall take place at the latest at the end of the month following the month in which the overtime was worked or that the entitlement to the allowances was acquired respectively, but in any case no later than at the termination of the employment contract.
2. Seafarers may be paid an advance on any overtime or allowances due to them or acquired, before the time of payment as referred to in paragraph 1.

### **E. Leave**

#### Article 25

### **COMPENSATORY LEAVE SATURDAYS AND SUNDAYS**

1. For each Saturday and each Sunday which seafarers spend outside the Netherlands in the course of duty they shall receive one work day's compensatory leave.
2. For each Saturday and each Sunday on which seafarers have to be on duty within the Netherlands they shall receive one work day's compensatory leave.
3. Should any seafarer have to travel on a Saturday or a Sunday between his place of residence and the ship on which he is to serve or on which he has served, they shall receive one work day's compensatory leave.  
This leave shall not be granted if:
  - a. leave has already been granted for this day or these days on other grounds;
  - b. the travelling is the result of the seafarer's residency outside the Netherlands.
4. Should any seafarer have to wait on a Saturday or Sunday in the place where they are joining ship they shall receive one work day's leave. This leave shall not be granted if:
  - a. leave has already been granted for this day or these days on other grounds;
  - b. this day is spent at home.
5. At seafarers' written request, or with his written permission, the compensatory leave may be given in advance, to be settled later against the balance of compensatory leave thus accumulated.

## Article 26

### ANNUAL LEAVE

1.a Seafarers are entitled to the following annual leave:

With uninterrupted service with one shipping company	number of work days per year on tankers	number of work days per year on other ships
	per 1-1-2005	per 1-1-2005
0 to 5 years	34	32
5 to 10 years	35	33
10 to 15 years	36	34
15 to 20 years	37	35
20 to 25 years	38	36
25 years and over	39	37

1.b The number of work days of annual leave is to be calculated proportionally per year.

1.c Periods of a month or less between two successive contracts with the same shipping company shall not be regarded as an interruption of service.

1.d As from 1 January 2000 annual leave shall include 1 day working hours reduction.

### TIME FOR TIME ARRANGEMENT

2. Subject to mutual written approval a proportion of any seafarers' wages may be used in order to enjoy extra leave. The cost of these extra leave days will be calculated in a neutral manner. Parties to the collective agreement shall devise a calculation method.

### LEAVE FOR SENIOR EMPLOYEES

3. Seafarers of age 55 or over are entitled to extra annual leave as follows:

Age 55 year 2 days extra:

Age 56 year 3 days extra:

Age 57 year 4 days extra:

Age 58 5 days extra:

Age 59 and over 6 days extra.

The article concerning "LEAVE FOR SENIOR EMPLOYEES" was revoked on 1 January 2011. Therefore no new entitlements will be accrued from that date. The number of days individual employees were entitled to prior to 1 January 2011 will continue to be honoured.

## **RETIREMENT LEAVE**

4. In order to prepare for retirement an extra leave of five working days is granted preceding the retirement, with the intention that the party concerned shall follow a preparatory training course.

## **WAGES DURING LEAVE**

5. During leave seafarers are paid their monthly wages, subject to the conditions determined in Article 8, to which they are entitled in accordance with their contract, rank and length of service.

If any seafarer has served on a larger ship or in a higher rank temporarily, then the leave accumulated in this period may be taken either in time or in payment at the higher wage in that applied during this period.

### *Article 27*

## **HOLIDAY ALLOWANCE**

1. Seafarers are entitled to a holiday allowance for each month in service, amounting to 8% of the monthly wage which applies at the time of payment. (monthly wage + the food allowance per month).

From 1 January 2008 the holiday allowance shall be 8% of the monthly wage. To be calculated pro rata for part months.

2. The holiday allowance that seafarers are entitled to shall be paid out in two instalments per year, with intervals of six months, with the proviso that payment shall take place at the latest by 31 May and 30 November of each year.
3. Insofar as the holiday allowance is included in the sickness benefits and the Invalidity Benefit Act and the Work and Income according to Labour Capacity Act, there are no entitlements to this allowance from the shipping company for the days on which the aforementioned benefits were paid.
4. Periods of one month or shorter between consecutive contracts with the same shipping company shall not be regarded as interruption of service.

### *Article 28*

## **CASH PAYMENT OF COMPENSATORY LEAVE**

1. Leave shall be taken up in free time, subject to the conditions in Article 29. As an exception and subject to the written approval of both parties compensatory leave can be taken in cash payment.
2. Annual leave and holiday allowances are to be added to any cash payments in lieu of compensatory leave.
3. In order to determine the number of days of annual leave entitlement and the sum of the holiday allowance, the number of working days to be settled in cash shall be calculated using the factor 7/5 to convert into calendar days.

#### Article 29

### **GENERAL CONDITIONS FOR GRANTING ANNUAL AND COMPENSATORY LEAVE**

1. Annual leave and compensatory leave shall be granted after a period of at most 4.5 months of uninterrupted active service.  
However, shipping companies shall retain the right to recall seafarers from their leave if the remainder of their leave is eighteen working days or less.
2. Should leave not have been granted for a period of five months, then the seafarer shall be granted 1 extra working day in leave for each full week over said period of five months.
3. Should any seafarer serve on a voyage in excess of five months at his own written request, then no extra compensatory leave as meant in paragraph 2 shall be granted.
4. Leave shall be granted in the Netherlands. At seafarers' written request shipping companies may grant permission for leave to be taken elsewhere.
5. Should any seafarer be sent on leave from outside the Netherlands, then the time required for the journey to and from the Netherlands shall not be counted as leave. Shipping companies shall compensate the travelling costs in accordance with rules to be determined by the shipping company in question.
6. Shipping companies shall, while paying as much attention as possible to seafarers' wishes, determine the timeframe of any period of leave in advance, in order to enable seafarers to make preparations for their leave. Shipping companies shall not interrupt seafarers' leave, unless there are circumstances of an urgent nature. In case of unavoidable interruption of any period of leave or changing the starting date of any period of leave, any shipping company shall recompense verifiable losses arising there from in accordance with natural justice and fairness.
7. Shipping companies shall provide seafarers with a leave record or other suitable document, in which accumulated annual and compensatory leave and payment are recorded.

## Article 30

### **COMPASSIONATE LEAVE**

Should any seafarer be in his native country then at their request they has the right to paid leave of absence in the cases named below, over and above any possible rights to annual and compensatory leave:

- I. 4 days for the death of their spouse or any children still living at home;
- II. 2 days for the death of one of their parents, parents-in-law, or children no longer living at home;
- III. 2 days for their wedding;
- IV. 1 day for the death of a brother, sister, brother-in-law or sister-in-law;
- V. 3 days per year for members of the directorate or management and 1 day per year for members, not being member of the directorate or management, of one of the contracted employees' organisations, should they be in the Netherlands, for attendance of meetings or negotiations held by said organisations, should said organisations request this. The amount of leave payable for negotiations is limited to two seafarers.

## Article 31

### **CARE LEAVE**

In consultation with their shipping company seafarers may be granted care leave. The arrangements have to be made in accordance with normal company practice.

## Article 32

### **ACCUMULATION OF HOLIDAYS DURING MEDICAL LEAVE**

During the entire period of medical leave annual leave shall be accumulated should seafarers resume their work within two years of starting medical leave. Should any employment contract be terminated as a consequence of any medical leave lasting for more than two years, the accumulation of leave shall be limited to the statutory minimum.

## **F. Training and technical briefings**

### Article 33

#### **EDUCATION**

1. Education activities are arranged by the Foundation for Training and Development for Maritime Shipping O&O Fund (Stichting Opleiding- en Ontwikkelingsfonds Zeescheepvaart [O&O fonds]). A separate collective bargaining agreement forms the basis of this foundation. In accordance with their statutes the Foundation's objectives are to promote, develop and subsidise activities aimed at:
  - a. the schooling and education of future employees
  - b. the training and development of employees
  - c. the schooling and job integration of long term unemployed
  - d. professional information communication for the industry.
2. Employers shall pay a yearly sum to the O&O fund equal to 0.5% of the income liable for social contributions.
3. Every year the O&O funds of various professions publish a record of the courses of which the costs are remunerated on participation.

Applications for participation should be submitted, to the: O&O-fonds Zeescheepvaart, Postbus 9138, 1006 AC Amsterdam. Info: [www.scheepvaartnet.nl](http://www.scheepvaartnet.nl). They may be submitted by either employer or employee.

### Article 34

#### **REFRESHER COURSES AND/OR ADVANCED TRAINING COURSES**

1. Should any shipping company request or require seafarers to participate in refresher courses and/or advanced training courses, or company courses or training courses or company meetings, the time involved shall not be deducted from their accumulated leave.  
The costs of such courses shall be borne by shipping companies.
2. Should any course or similar meeting be attended at the request of any shipping company on a Saturday or Sunday during a stay in the Netherlands, one work day's leave shall be given for each day.
3. Shipping companies shall reimburse half of the time – to a maximum of 2 work days per year – spent on participation in courses which are not at the request of any shipping company itself. There is no entitlement to remuneration should the course not be listed in the aims of the O&O fund, nor if the course is not related to the position and sector in which the seafarer in question is employed.

4. Should any seafarer end their contract within three years of completing any course as referred to in Article 34 paragraph 1, said seafarer is to reimburse (pro rata) the shipping company in question for the costs of said course. The reimbursements made by the O&O Fund shall be deducted from these costs.

#### Article 35

### **EMPLOYMENT OPPORTUNITIES**

In order to promote the employment opportunities of Dutch seafarers the shipping companies shall comply with the Regulation for Maritime Shipping Employment (RAZ) 2010, as notified in the Dutch Law Gazette No. 6819 dated 13 May 2011.

### **G. Miscellaneous**

#### Article 36

### **SHIP'S COOK**

1. Any vessel over 3000GT and any vessel smaller than 3000GT carrying a crew of more than 6, shall employ a ship's cook, supernumerary to the regular prescribed crew, at all times. In determining whether a crew has 6 or more members, cadets shall not be counted, Should any vessel not included in the above description not carry a cook, one of the crew members shall be made responsible for the preparation of meals. It will be shipping companies' responsibility to ensure he/she shall have sufficient time to carry out said tasks.

Should latitude exist within the constraints of the Working Hours Act, cooks can also be given other duties on board.

2. Shipping companies shall cooperate in allowing any seafarer that has worked as a cook continually for at least one year to follow a recognised ship's cook training course. After one, two or three years respectively in service with the shipping company in question, after gaining a qualification as ship's cook, the party involved shall receive an allowance of €365 at once each time, up to a maximum of €1095.

#### Article 37

### **ASSESSMENT REPORTS**

Written assessment reports, should these be unfavourable, and **all** other unfavourable reports shall be co-signed by the seafarers they refer to. Should said seafarers refuse to sign this is to be recorded in the report in question.

#### Article 38

### **RULES REGARDING FUMIGATION**

Should, as a result of fumigation of any ship, the master give the order for the seafarers not to remain on board for meals and/or sleep, the shipping company shall provide food and/or accommodation ashore.

#### Article 39

### **BED LINEN, TEXTILES, CUTLERY AND LAUNDRY**

Regarding the provision of bed linen, textiles and cutlery as well as the laundry of duty or work clothing free of charge, the rules of the shipping company concerned shall apply.

#### Article 40

### **REMUNERATION OF TRAVELLING EXPENSES**

1. Should any seafarer, who is resident in another place than the port where the ship is, during the stay on the ship in port in the Netherlands and at the request of the shipping company:
  - a. carry out tasks while registered on board;
  - b. carry out tasks, keep watch or visit the office at the request of the shipping company while not registered on board, the travelling expenses within the Netherlands from the place of residence to the ship and back for train and local transport (2<sup>nd</sup> class) incurred by him shall be reimbursed. Travelling expenses incurred in the Netherlands on the day that any seafarer joins or leaves their ship, or on the preceding day if they are intending to join the next voyage and accordingly has to come on board and stay there, are also to be reimbursed, however to a limit of once a month.
2. Insofar as local public transport can be used no travelling expenses shall be reimbursed. The shipping company is entitled to request proof of the travelling expenses incurred.

## Article 41

### **COSTS OF COMMUNICATION WITH HOME**

1. During any voyage seafarers may submit unstamped letters home written on airmail paper in airmail envelopes (to a maximum weight of 20 gram per letter) for forwarding.

Shipping companies are responsible for the fastest possible shipment to the addressee and shall bear all the postage costs.

2. Airmail letters written on airmail paper in airmail envelopes (to a maximum weight of 20 gram per letter) intended for seafarers may be sent from home (with sufficient stamps to reach the office of the shipping company or broker). The shipping company shall see to it that the letters are sent as quickly as possible to the ship at their expense.
3. The term 'home' shall be interpreted loosely. For example, the parents of married seafarers shall also be included in this definition.

## Article 42

### **MEDICAL INSURANCE CONTRIBUTION**

1. AZVZ Services BV and Zorg en Zekerheid have come to an arrangement on settlement of deductibles and premium discounts for supplementary health insurance policies. Employers' contributions shall be 0.22% and 0.1% respectively of the wages of any and all employees that are subject to social security payments without deductibles AZVZ Services BV shall invoice employers for these amounts.

### **CONTRIBUTIONS TO COMPANY HEALTH POLICY**

Employers shall buy company health insurance for each and every individual employee with Zeerisico'96 to further the prevention of medical absences and the improvement of counselling during medical leave and re-integration. To this end, Zeerisico'96 shall invoice employers the amount of €0.20 per employee per day.

#### Article 43

### **WAR RISK INSURANCE**

The shipping company shall insure itself with the 'Vereniging Zeerisico 1967' against the risk of accidents as meant in the 'Act for War Risk Regulation 1967'. The premiums for this insurance are entirely for the account of the shipping company.

*\* At this point in time it is not possible to insure War Risk. Consultations with the government regarding war risk insurance are in progress. This article has been decommissioned until further notice.*

#### Article 44

### **WAR ALLOWANCE REGULATION**

Annex II includes the text of the War Allowance Regulation

#### Article 45

### **LIFE-PLAN SCHEME**

From 1 January 2012 the Life-Plan Scheme has been discontinued. In 2012, the Life-Plan Scheme only remained available to those employees whose balance in the scheme amounted to at least €3,000 (including interest) on 31 December 2011. From 1 January 2012, no new participants were accepted in the Life-Plan Scheme.

#### Article 46

### **TRADE UNION MEMBERSHIP DUES**

Trade union membership dues are eligible for fiscal facilities via employers. To this end, Nautilus International/CNV shall issue their members with information on dues paid in the current year in October of said year. Employees are required to submit this information to their employers before 1 December of the year in question. Employers process the fiscal calculations in their wage administration.

Article 47

**REINTEGRATION FOLLOWING MEDICAL LEAVE**

Within the framework of the Eligibility for Permanent Invalidity Benefit (Restrictions) Act a recommendation has been included in Annex I.

Article 48

**CERTIFICATES OF COMPETENCE**

Any expense incurred in the issue of certificates of competence shall be defrayed by shipowners.

Article 49

**MEDICAL EXAMINATION**

Expenses related to the 2-yearly medical examination (including that of eyes and ears) are to be payable by shipping companies for seafarers already in their employ.

Article 50

**PAYMENT DURING MEDICAL LEAVE**

1. During the first year of medical leave employers guarantee payment of at least monthly wages plus food allowance and holiday allowance.
2. During the second year of medical leave employers guarantee payment of 70% of monthly wages plus food allowance and holiday allowance.
3. The payments during the first two years of medical leave amount to a maximum of 170% of the wages preceding said medical leave.

## Article 51

### **WIA HIATUS ARRANGEMENT**

In accordance with the agreements reached by CBA parties, all seafarers shall be issued with a Work and Income according to Labour Capacity (WIA) Hiatus policy. The WIA hiatus arrangement will be executed by the Industrial Pension Fund for Merchant Shipping (BPFK) in accordance with the relevant CBA agreements.\*

*\*) for the full content of said CBA please see Annex IV.*

## Article 52

### **LAY OFF REGULATION**

(No agreement has yet been reached on the wording of this article.  
As soon as this is the case it will be published. Until then recommendation No. 4 remains valid.)

### **H. Termination of individual employment contracts**

## Article 53

### **GENERAL CONDITIONS**

1. Resignation from employment shall take place in writing.
2. Contrary to that which was determined in Article 7:672 of the Dutch Civil Code each of the parties can terminate the employment contract – irrespective of the length of time that it has lasted – taking into account the period of notice stated in the next paragraphs. Subject to that which was determined in paragraph 7, an open ended contract shall terminate after the period of notice has passed, as soon as the ship in question is in a port where it loads or unloads cargo.

### **ILLNESS**

3. The shipping company may not terminate any employment contract during the time that the seafarer in question is on medical leave, unless said medical leave or illness has lasted for at least two years.

## **RESIGNATION IN THE NETHERLANDS**

- 4.a Should any resignation take place in a port within the Netherlands the period of notice referred to in paragraph 2, subject to the conditions of paragraph 5, shall be 7 days. With regard to this, all ports located between Dunkerque and Brunsbüttel shall be accorded equal status to Dutch ports (including both these ports and those ports which can be reached by means of estuaries).
- 4.b Seafarers under notice shall, should shipping companies require this, take part in a voyage or a part thereof as long as it can be expected that they can be back in the Netherlands at the end of the period of notice.
5. Should any employment contract be terminated within 6 weeks of its commencement, the period referred to in paragraph 4.a shall be 3 days.

## **RESIGNATION OUTSIDE THE NETHERLANDS**

6. Should any resignation take place in a port outside the Netherlands, or those ports referred to in paragraph 4.a, the mutual period of notice shall be 14 days, subject to the condition that, should the seafarer in question have been outside a port as referred to in paragraph 4.a for less than 3.5 months, each of the parties has to observe such a period of notice that, at the moment that the employment contract ends, the contract has lasted for at least 4 months since the last departure of a seafarer from any port referred to in paragraph 4.a.
7. Should any employment contract be terminated in accordance with the conditions in paragraph 6 and should the ship have returned to any port referred to in paragraph 4.a, said employment contract shall end 7 days after the resignation, unless the ship in question returns at a later date, in which case the employment contract ends after arrival in any port referred to in paragraph 4.a.
8. The periods of notice stated in paragraphs 4, 6 and 7, which are to be observed by shipping companies, shall be prolonged by one week for each full year that seafarers have served with this shipping company after reaching the age of 45. The duration of this prolongation shall not exceed 13 weeks.

## **RETIREMENT**

9. Employment contracts shall be terminated without further notice on the day any employee reaches pensionable age. The date of entry into Industrial Pension Fund for Merchant Shipping is to be determined by employees.

Employees shall give written notice of their pension date to their employers at least four months prior to said date. Employers are to ensure said notice of retirement is processed accordingly.

#### Article 54

### **PAYMENT ON TERMINATION OF EMPLOYMENT CONTRACT**

1. At the time of termination of any contract seafarers are entitled to be paid for any accrued leave that has not been taken, as referred to in Articles 25 and 26. Furthermore the conditions regarding cash payment for leave in Article 28, paragraphs 2 and 3 shall be observed.
2. The payment will be made for each work day or part thereof, for each day of annual or compensatory leave not taken:  $7/5 \times 12/365 \times$  monthly wage.
3. Furthermore seafarers are entitled to payment of any outstanding holiday allowance owed to him, with reference to Article 27.

#### Article 55

### **REFERENCES**

In accordance with Article 7:656 of the Dutch Civil Code on termination of their employment contract, seafarers are entitled to references from their employers.

#### Article 56

### **E-MAIL TRAFFIC**

Where equipment is available on board, seafarers shall be given the opportunity to maintain contact with their families by e-mail free of charge. Employers are entitled to place restrictions on the frequency of contact and the amount of data in any one message in accordance with their company regulations.

#### Article 57

### **COST OF SEAMAN'S BOOKS**

From 1 January 2014, the application costs for new seaman's books shall be payable by employers

## **I. Termination of the collective bargaining agreement**

Article 58

### **TERMINATION OF THE COLLECTIVE BARGAINING AGREEMENT**

In case of termination of the collective bargaining agreement (CBA), to which these Regulations are an Annex, without said CBA having been replaced by another, the conditions if these Regulations shall remain in force for current individual employment agreements, until the contract is terminated.

## **Wet Verbetering Poortwachter**

As an addendum to the **Wet Verbetering Poortwachter** (the Eligibility for Permanent Invalidation Benefit (Restrictions) Act, also known as the Sentinel Act) the parties to this collective bargaining agreement have made the following recommendations:

1. It is in the best interest of any employee on medical leave as well as that of their employer that said employee's return to work is facilitated as much as possible.
2. Reintegration is to start as soon as possible after the start of medical leave. Both employer and employee support the view that income from employment is preferable to income from benefit.
3. Employer and employee will make every effort to ensure successful reintegration.
4. Reintegration shall primarily be aimed at letting employees return to their own position for the long term, with the retention of their own pay and working conditions.
5. Should returning to their own position prove to be not (yet) possible the aim will be to find another suitable position within the same company.
6. Should returning to their own position prove to be not (yet) possible and should employee and employer arrive at the conclusion that no other suitable position within the same company is available, employers will make every effort to find a suitable position for employees with other employers. For this purpose a reintegration office or job placement agency may be employed.
7. Should employers and employees have a difference in opinion on the medical and/or employment aspects of reintegration a so-called second opinion can be requested from the Employee Insurance Schemes Agency (UWV). This second opinion shall be binding for both parties.

**War Allowance Regulation**

The following has been agreed upon by the parties to the CBA for Merchant Shipping:

1. Seafarers who are covered by the scope of the collective agreements and who serve on ships in an area where acts of war take place or comparable situations prevail, are entitled to an allowance of 100% of their daily wage in accordance with the service regulations.
2. The geographical limits of the area meant in paragraph 1 and the time at which the entitlement to the allowance enters into effect and terminates are determined by parties to the collective agreement within as short a period as possible after one of the parties has expressed a wish to this effect to the other party.
3. Entitlement to the allowance starts the day of arrival and continues each following day that the ship is located in the area and the day of departure, with a minimum of five days, with the proviso that one day shall never be counted more than once.
4. This agreement in no way prejudices the conditions of Article 7:727 of the Civil Code

## **RECOMMENDATIONS**

### **1. LOST AND LEFT PROPERTY**

As the law does not provide adequate regulations in this area, consultation between the parties to the collective bargaining agreement has led to the following proposals being made by the Association of Employers in Merchant Shipping to their members:

1. Should any seafarer be left behind abroad, their ship's master shall store their possessions found on board after an they have been inventoried in the presence of two persons on board; this list shall be signed by both persons as well as the master in question.
2. Shipping companies are to ensure that said possessions are placed at the disposal of the wife or other interested party, or, where minors are concerned, their parents or guardian, within a reasonable period of time.
3. Any possessions not collected within one month of being made available may be put in storage by the shipping company in question, expenses to be payable by the seafarer in question.
4. Should it transpire that the possessions were left behind as a result of seafarers' fault or negligence shipping companies are entitled to claim any costs incurred for transport and/or storage of said possessions from the seafarer in question, and/or by deducting them from the balance of any wages or other monies due from leave, overtime, etc., subject to the relevant legal regulations.
5. Neither shipping companies nor masters can be held responsible for the condition of any possessions.

### **2. QUALITY OF LIFE**

The Association of Employers in Merchant Shipping recommends that member shipping companies place refrigerators and cooling installations for the use of the crew on board ships which sail to warm climate areas.

### **3. SAFETY**

The Association of Employers in Merchant Shipping recommends that member shipping companies ensure that approved ear protectors, safety glasses and safety lines are available on board for general use, and that safety shoes are provided to each seafarer against cost price.

They further recommend that member shipping companies provide instructions to ships' officers and motivate them to encourage the use of these devices.

#### **4. REDUNDANCY ARRANGEMENTS**

The Association of Employers in Merchant Shipping recommends that in cases of their companies' liquidation or downsizing, or in case of mergers and/or reorganisations, their member shipping companies draw up redundancy agreements together with the trade unions.

In said agreements, the following factors should be taken into consideration:

- a. seafarers' age, i.e. whether they are over or under age 55;
- b. length of service;
- c. amount of benefits due;
- d. the way in which the balance due for annual and compensatory leave is calculated.

Moreover, the recommendation is not to pay out lump sums in benefit to those who are over age 55, but rather to pay them a supplement to any possible benefit arising from social security legislation.

#### **5. CHILD CARE**

The Association of Employers in Merchant Shipping recommend that their member shipping companies pay an employers' contribution to the funding of child care, in accordance with the Childcare Act of 1 January 2005.

## **AGREEMENT ON THE WIA-HIATUS REGULATION**

### **Article 1 – The scope of the Collective Agreement**

The Collective Agreement applies to any employer employing seafarers carrying WIA (Work and Income according to Labour Capacity Act) insurance. The Collective Agreement also applies to the aforementioned seafarers.

### **Article 2 – Employers' duties as referred to in Article 1**

Employers shall take out WIA-hiatus insurance with the Onderlinge Waarborgmaatschappij Zee-Risico 1996 U.A. for any seafarer he employs. Premiums are to be deducted from seafarers' wages unless other payment arrangements have been made.

### **Article 3 – Employees' duties while carrying WIA insurance**

Premiums for the WIA Hiatus insurance are to be paid by those seafarers carrying said insurance. Premiums shall be set annually by the hiatus Onderlinge Waarborgmaatschappij Zee-Risico 1996 U.A. board of directors. For 2007 the premium amounts 0.2% of that part of the total wage that is subject to unemployment benefits premium calculations, including the deductible.

Premiums payable by employees shall be paid out of the premium deduction reserve – resources permitting which was set up after the transfer of a part of the general reserve to the Incapacity for Employment and Invalidity Pension (AIP) by the Foundation for Commercial Shipping Pensions to the OWM Zeerisico 1996.

### **Article 4 – CBA's duration**

This collective bargaining agreement will be effective from 1 January 2007 until 31 December 2010. Unless written notification of termination is submitted by any of the parties no less than two months prior to its expiration date the agreement shall be renewed annually.

*\* From 1 January 2011 the Industrial Pension Fund for Merchant Shipping (BPFK) is responsible for the implementation of the agreements made in this CBA.*

**COLLECTIVE BARGAINING AGREEMENT WITH REFERENCE TO WGA LIABILITY**

**CBA Parties:**

Nautilus International;

Association of Employers in the Merchant Shipping (VWH) and

Social Maritime Employers' Association (SMW) as mandated by their membership in enclosed authorisations;

Given that:

- The Onderlinge Waarborgmaatschappij Zee-Risico 1996 has provided employers in merchant shipping with the option to insure WGA employers' liability as an alternative to public insurance arrangements since 1 January 2011
- Parties to this CBA wish to come to an arrangement on the division of premiums payable for his insurance between employers and their employed seafarers;

Have agreed the following:

1. Premiums for liability insurance, bought by employers affiliated with Marbo B.V., are to be payable jointly by both employers and employees.
2. Those employees not affiliated with Marbo B.V. shall pay higher premiums. This additional part of the premium will not be part of premiums' division and shall be paid solely by employers.
3. In 2011 the maximum premiums are:
  - 0.4% for employers affiliated with Marbo B.V. 0.2% of this is payable by employers and 0.2% by seafarers.
  - 0.6% for employers not affiliated with Marbo B.V. 0.4% of this is payable by employers and 0.2% by seafarers
4. Premiums are set annually by OWM Zee-Risico. The next occasion will be on 1 January 2012. The set premium for the year will in principle be divided equally between employers and the seafarers they employ with the proviso that should any annual premium be higher than that for 2011, parties will determine the division of that part of the premium in excess of that of the premium for 2011.
5. This collective bargaining agreement is to be valid from 1 January 2011 for the duration of five years. Unless notification of termination is received from any party at least two months prior to the CBA's expiration date it shall be continued for the period of one year. Then too, the period of two months' notice shall be applicable.

## INSERT FOR 2014 -2017 VWH REGULATIONS

As of 1 August 2015 article 11 has been amended:

The new wording of **article 11, paragraph 2** is as follows:

- ‘2. In derogation of that which was determined in paragraph 1, one or more contracts of employment can be entered into for a fixed term, in accordance with paragraph 4 of this article.’

The new wording of **article 11, paragraph 4** is as follows:

- ‘4. 1) Seafarers may be employed multiple times on fixed term contracts, in compliance with article 7:668a of the Civil Code
- 2) Any leave accumulated within the term of a fixed term contract shall be taken up within the period of employment, or shall at least be considered to be part of the ‘chain’ as referred to in article 7:668a of the Civil Code.
- 3) Employees serving through employment agencies as referred to in the second sentence of article 1, paragraph 2 of the CBA for Merchant Shipping, are subject to a so-called phase system as agreed on in the CBA applicable to the agency in question; this is in derogation of article 7:668a of the Civil Code.’