



VERENIGING VAN WERKGEVERS  
IN DE HANDELSVAART  
VWH



## 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. This CBA has the character of a minimum regime.
2. Any Employee residing in the Philippines, Indonesia, Ukrain 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 with the wage scales and working conditions as referred to 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 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 7 EMPLOYMENT

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

#### ARTICLE 8 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 9

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 10

This agreement shall be valid for a period of 2 years, from 1 January 2020 and will therefore expire –provided notice of termination has been given– on 31 December 2021.

#### ARTICLE 12

Any Party wishing to terminate this agreement shall make this known prior to 30 November 2021, failure to do so will result in the continuation of this agreement for the period of one year.

Rotterdam, 19 December 2019

ASSOCIATION OF EMPLOYERS IN  
MERCHANT SHIPPING

NAUTILUS INTERNATIONAL

J.C. Horvers and  
G.X Hollaar

S. Meijer

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