



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 January 2020 until 31 December 2021

Disclaimer: In the event of differences of interpretation of the Dutch and the English texts of this Regulation for Seafarers, the Dutch text will prevail.

# **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.
10. 'VWH' means: the employers' association Association of Employers in Merchant Shipping (VWH) who is party to the agreed Master-CBA.
11. 'Nautilus' means: the employees' association Nautilus International (Nautilus) who is party to the agreed Master-CBA.
12. 'Master-CBA' means: the Collective Bargaining Agreement for Merchant Shipping as agreed between VWH and Nautilus.
13. 'Regulations' means: the Regulations for Seafarers serving on board ships in merchant shipping.

## 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 master-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 master-CBA. Therefore any and all wage scales and working conditions included in the 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. The increase of the wages per 1 January 2020 amounts 3%. The increase of the wages per 1 January 2021 also amounts 3%.

GAGETABEL CAO GELDENDE VOOR DE HANDELSVAART 1-1-2020

Wage table Merchant Navy as of 1 January 2020 in Euros

Verhoging/ Increase	3,00%																				
	I	ANC	II	III	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
18 jr/yrs	921	0	1841	1908	2143	2247	2390	2445	2506	2564	2630	2691	2821	2918	3058	3208	3369	3555	3733	3918	4114
19 jr/yrs	1105	1	1902	1973	2223	2332	2480	2538	2603	2663	2730	2792	2929	3029	3180	3333	3499	3694	3878	4072	4275
20 jr/yrs	1473	2	1968	2039	2309	2419	2573	2635	2701	2762	2834	2898	3041	3144	3298	3461	3633	3831	4024	4225	4436
21 jr/yrs	1841	3	2031	2106	2391	2506	2665	2727	2797	2862	2934	3001	3149	3260	3419	3585	3765	3973	4173	4382	4599
en ouder/ and older		4	2095	2171	2472	2595	2758	2824	2895	2961	3036	3106	3261	3372	3537	3709	3894	4110	4317	4532	4759
		5	2159	2237	2554	2680	2848	2918	2991	3061	3138	3211	3370	3486	3658	3833	4026	4250	4463	4685	4921
		6	2221	2307	2639	2767	2943	3012	3089	3160	3239	3318	3478	3601	3775	3963	4161	4391	4610	4839	5082
		7	2285	2372	2718	2851	3035	3106	3188	3262	3340	3422	3589	3712	3896	4089	4293	4530	4758	4997	5245
		8	2347	2437	2804	2940	3130	3201	3282	3363	3444	3524	3698	3824	4015	4212	4424	4667	4901	5147	5403
		9	2413	2503	2887	3026	3221	3296	3381	3461	3548	3629	3809	3941	4135	4337	4554	4807	5046	5300	5565
		10	2475	2568	2971	3115	3316	3390	3477	3559	3650	3734	3917	4052	4255	4464	4687	4946	5193	5453	5725
Tanker- verhoging/ Tanker bonus	99		157	163	185	196	208	213	219	225	230	234	247	256	270	282	296	311	329	345	363

De aanvangsgage van de scheepstechnicus is gelijk aan de gage van Loongroep III plus 4 ancienniteiten. De maximumgage is gesteld op Loongroep A plus 6 ancienniteiten.

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.

GAGETABEL CAO GELDENDE VOOR DE HANDELSVAART 1-1-2021

Wage table Merchant Navy as of 1 January 2021 in Euros

Verhoging/ Increase	3,00%																					
	I	ANC	II	III	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	
18 jr/yrs	948	0	1896	1965	2207	2314	2462	2518	2581	2641	2709	2772	2906	3006	3150	3304	3470	3662	3845	4036	4237	
19 jr/yrs	1138	1	1959	2032	2290	2402	2554	2614	2681	2743	2812	2876	3017	3120	3275	3433	3604	3805	3994	4194	4403	
20 jr/yrs	1517	2	2027	2100	2378	2492	2650	2714	2782	2845	2919	2985	3132	3238	3397	3565	3742	3946	4145	4352	4569	
21 jr/yrs	1896	3	2092	2169	2463	2581	2745	2809	2881	2948	3022	3091	3243	3358	3522	3693	3878	4092	4298	4513	4737	
en ouder/ and older		4	2158	2236	2546	2673	2841	2909	2982	3050	3127	3199	3359	3473	3643	3820	4011	4233	4447	4668	4902	
		5	2224	2304	2631	2760	2933	3006	3081	3153	3232	3307	3471	3591	3768	3948	4147	4378	4597	4826	5069	
		6	2288	2376	2718	2850	3031	3102	3182	3255	3336	3418	3582	3709	3888	4082	4286	4523	4748	4984	5234	
		7	2354	2443	2800	2937	3126	3199	3284	3360	3440	3525	3697	3823	4013	4212	4422	4666	4901	5147	5402	
		8	2417	2510	2888	3028	3224	3297	3380	3464	3547	3630	3809	3939	4135	4338	4557	4807	5048	5301	5565	
		9	2485	2578	2974	3117	3318	3395	3482	3565	3654	3738	3923	4059	4259	4467	4691	4951	5197	5459	5732	
		10	2549	2645	3060	3208	3415	3492	3581	3666	3760	3846	4035	4174	4383	4598	4828	5094	5349	5617	5897	
Tanker- verhoging/ Tanker bonus	102		162	168	191	202	214	219	226	232	237	241	254	264	278	290	305	320	339	355	374	

De aanvangsgage van de scheepstechnicus is gelijk aan de gage van Loongroep III plus 4 ancienniteiten. De maximumgage is gesteld op Loongroep A plus 6 ancienniteiten.

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.

## **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. Half of the pension contributions shall be charged to the employee.

## **WGA HIATUS ARRANGEMENT**

6. The employees' contributions to the Insurance for partially incapacitated employees (WGA) Hiatus Arrangement (see Article 40 and Annex IV) shall to be charged to the employee.

## **WGA PREMIUM**

7. The employees' WGA premium contributions shall be charged to the employee (see Annex 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 employer 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 employer, 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 daily wage rules of 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**

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.

## 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 employer 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.
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.
  - 1) Seafarers may be employed multiple times on fixed term contracts, subject to the conditions in Article 7:668a of the Dutch Civil Code.
  - 2) 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' according to the conditions in Article 7:668a BW of the Dutch Civil Code.
  - 3) By way of derogation from Article 7:668a of the Dutch Civil Code, the phase system as included in Annex VII, is applicable to employees of temporary employment agencies as referred to in the second sentence in Article 1 paragraph 2 of the master-CBA.
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 individual employment contract without permission from their employer.

## 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 REMUNERATION FOR OVERTIME AND EXTRA ALLOWANCES DURING ACTIVE SERVICE ON BOARD**

1. Employers can agree upon an internal company scheme for a fixed remuneration during active service on board. This scheme includes a fixed remuneration for overtime and extra allowances, in which the employee is entitled to according to Annex VI. The employer who wishes to make use of this possibility, submits a request to VWH. After receiving the request, VWH will consult with Nautilus. In response to the consultation between VWH, the relevant employer and Nautilus, the scheme for the fixed remuneration must be determined between the employer and Nautilus. The concerned members of Nautilus must be consulted and agree with the scheme, before implementation of the scheme.
2. The employer who applies an internal company scheme for a fixed remuneration during active service on board without being agreed upon with Nautilus, must report this scheme to Nautilus and VWH. After reporting the scheme, the first paragraph of this Article will enter into force.
3. If an employer has not determined an internal company scheme for a fixed remuneration during active service on board as described in the first paragraph of this Article, the regulations of working hours as described in Annex VI will apply to this employer and the employed seafarers.

## 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 Article 13 and/or Annex VI.
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. a. Cargo handling services in a port, at a terminal or on board of a vessel, can only be executed by seafarers if and when there should be too few dock workers available in the loading and/or unloading area, under the following conditions:
  - there is prior agreement of the ITF Dockers Union or ITF Unions concerned;
  - the individual seafarers volunteer to carry out such duties;
  - those seafarers are qualified;
  - 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.b. For the purpose of this clause “cargo handling services” may include but is not limited to: loading, unloading, lashing, unlash, checking and receiving.  
c. Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers’ union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any seafarer who respects such dockworkers’ trade dispute and any such lawful act by the seafarer shall not be treated as any breach of the seafarer’s contract of employment, provided that this act is lawful within the country it is taken.
4. a. Vessels with special gas (e.g. CO<sub>2</sub>/LNG/LPG) connecting and disconnecting systems, etc., loading, transporting and unloading special gas are exempted from the provisions in paragraph 15.3.a.  
b. Heavy lift vessels and vessels with special ship crane systems loading, transporting and unloading heavy cargo/structure or project cargo are exempted from the provisions in paragraph 15.3.a.  
In case there are cargo specialized and licensed dock workers, qualified for heavy lift or project cargo, who have been trained for this and have experience with the stability of these ships, in particular the metacentric height and/or the special loading and unloading systems, the company shall use those dock workers for cargo handling.

## **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.

#### Article 17

### **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 18

### **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. 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.
3. 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.
4. 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.

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

## Article 19

### **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 20

## **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.

### Article 21

## **FLEXIBILITY AND COMMITMENT**

CBA parties reconfirm that, if such is urgently requested or necessary, employers will approach requests from employees for adjusting the work schedules with a positive attitude. This is particularly in the interest of older employees wishing for a lighter schedule as part of sustainable employability. However, also younger employees may want to enter into a conversation about this subject and in that case the same positive attitude applies. Arrangements about this subject must always be customized arrangements between employer and employee.

## **E. Leave**

### Article 22

## **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 23

### **ANNUAL LEAVE**

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

With uninterrupted service with one employer	number of work days per year on tankers	number of work days per year on other ships
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 employer shall not be regarded as an interruption of service.

### **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. 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 according to the following table.

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.

## **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 24

## **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<sup>1</sup>. This calculation is appropriate procedural and substantive within the system of Article 16 paragraph 1 and 2 of the Minimum Wage and Minimum Holiday Allowance Act (WML). Per payment period, the seafarer will receive the minimum amount to which he is entitled according to Article 13a WML. The holiday allowance is 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 employer for the days on which the aforementioned benefits were paid.
4. Periods of one month or shorter between consecutive contracts with the same employer shall not be regarded as interruption of service.

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<sup>1</sup> Notwithstanding the provisions of Article 16 paragraph 2 of the Minimum Wage and Minimum Holiday Act (WML).

## Article 25

### **CASH PAYMENT OF COMPENSATORY LEAVE**

1. Leave shall be taken up in free time, subject to the conditions in Article 26. 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 26

### **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, employers 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 employers 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. Employers shall compensate the travelling costs in accordance with rules to be determined by the employer in question.
6. Employers 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. Employers 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 employer shall recompense verifiable losses arising there from in accordance with natural justice and fairness.

7. Employers shall provide seafarers with a leave record, in which accumulated annual and compensatory leave are stated.

#### Article 27

### **SPECIAL LEAVE AND FILIAL 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 registered partner/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. 5 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.
- VI In consultation with their employer seafarers may be granted filial leave. The arrangements have to be made in accordance with normal company practice.

#### Article 28

### **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 29

### **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 30

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

1. Should any employer 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 employers.
2. Should any course or similar meeting be attended at the request of any employer on a Saturday or Sunday during a stay in the Netherlands, one work day's leave shall be given for each day.
3. Employers 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 employer 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 30 paragraph 1, said seafarer is to reimburse (pro rata) the employer in question for the costs of said course. The reimbursements made by the O&O Fund shall be deducted from these costs.

#### Article 31

### **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) 2020.

With regard to employment, the members of the VWH have made the following agreements in the collective bargaining agreements with Nautilus. The members of the VWH agree that during the term of the master-CBA no redundancies will take place other than by bankruptcy or dysfunction of the individual employee or by other objectively established external factors

which form a treat for the Dutch shipping industry. The members of the VWH endeavor to the utmost to absorb the workers made redundant due to bankruptcy in the sector, unless it involves such large numbers of employees that this cannot reasonably be expected from the VWH members. In that case the VWH and Nautilus will consult with each other to find the best possible solution. Also in case of mass redundancy due to “other objectively established external factors which form a treat for the Dutch shipping industry”, parties will consult each other to find the best possible solution.

## **G. Miscellaneous**

### Article 32

#### **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 employers’ 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. Employers 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 employer 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 33

#### **REPORTS ASSESMENT AND PERFORMANCE INTERVIEWS**

All reports of assessment and performance interviews shall be signed by both employer and employee. Should said employees refuse to sign this, is to be recorded in the report in question.

### Article 34

#### **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 35

### **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 36

### **TRAVELLING FROM AND TO THE SHIP**

1. In principle, the employer organises the travel to and from the ship. If, for practical reasons, the seafarer must arrange for and/or advance the travel himself, the remuneration of the costs within the Netherlands will be based on public transport, second class. Outside the Netherlands the remuneration of costs will be based on the actual costs. If the seafarer must arrange for and/or arrange the travel himself, the employer and employee shall make clear agreements in advance. The invoice of the travel expenses to the employer must be accompanied by the tickets.
2. In the consideration between economically rational choices and preventing inconveniences for the employees, employers will seriously take into account the workability for and the wellbeing of the seafarers.

#### Article 37

### **COMMUNICATION TOOLS**

The shipping company will provide the seafarer with e-mail facilities and if possible as many internet facilities as possible, in such a way that the seafarer is at least capable of communicating with the home front through email or other, similar media which require low bandwidth. Naturally conform the prevailing house rules of the shipping company.

#### Article 38

### **MEDICAL INSURANCE CONTRIBUTION**

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 0.32% 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 can take out a company health insurance for their employees with Anker Crew Insurance as part of reducing and shortening work disability. The premium is for the account of the employer.

Article 39

## **WAR RISK INSURANCE**

The employer 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 employer.

*\* 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 40

## **WAR ALLOWANCE REGULATION**

Annex II includes the text of the War Allowance Regulation

Article 41

## **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. For current participants, there is a transition arrangement until 1 January 2022.

Article 42

## **TRADE UNION MEMBERSHIP DUES**

Trade union membership dues are eligible for fiscal facilities via employers. To this end, Nautilus/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 43

### **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 44

### **REIMBURSEMENT VARIOUS COSTS**

### **CERTIFICATES OF COMPETENCE**

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

### **MEDICAL EXAMINATION**

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

### **SEAMAN'S BOOKS**

3. The application costs for new seaman's books shall be payable by employers

#### Article 45

### **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 monthly wages preceding said medical leave.

#### Article 46

### **WGA HIATUS ARRANGEMENT**

In accordance with the agreements reached by CBA parties, all seafarers shall be issued with an Insurance for partially incapacitated employees (WGA) Hiatus policy. The WGA hiatus arrangement will be executed by the foundation Industrial Pension Fund for Merchant Shipping (BPFK) in accordance with the relevant CBA agreements (see Annex IV).



#### Article 47

### **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.)

#### Article 48

### **CASH MONEY ON BOARD**

Employers may levy a fee covering administrative costs of 3% on local currencies and 6% on non-local currencies. Employers will actively inform employees and offer them alternatives (including the use of debit cards allowing international cash withdrawal).

Smaller amounts (up to 50 euro per port) will remain available free of charge in ports where cash money is known to be not easily accessible, in order to buy essentials.

#### Article 49

### **THIRD YEAR OF UNEMPLOYMENT BENEFITS**

As of 1 October 2019, the insurance for the third year of unemployment benefits (derde wwjaar) has been realised, as agreed upon VWH and Nautilus. The premiums for this insurance will be deducted from the wage of the employee and the premium for 2020 is 0,4%. The premium level for 2021 must still be determined.

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

#### Article 50

### **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 the foundation Industrial Pension Fund for Merchant Shipping is to be determined by employees, according to the conditions of the pension fund. For more information see [www.bpfkoopvaardij.nl](http://www.bpfkoopvaardij.nl).

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 51

### **PAYMENT ON TERMINATION OF INDIVIDUAL 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 22 and 23. Furthermore the conditions regarding cash payment for leave in Article 25, 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 24.

#### Article 52

### **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 53

### **SUSTAINABLE EMPLOYABILITY – EARLY RETIREMENT**

Paragraphs 3 and 4 of this article will only take effect as of the moment the current fiscal obstacles for employers to provide a contribution to employees are legally eliminated. See legislative proposal ‘Wet bedrag ineens, RVU en verlofsparen’.

1. If a seafarer wishes to retire before reaching the AOW entitlement age, the pension entitlement from the Industrial Pension Fund for Merchant Shipping or any other pension fund can be advanced. This is possible for every old age pension entitlement and is called early retirement,. With the pension planner of the Industrial Pension Fund for Merchant Shipping, the seafarer can calculate his or her possibilities for early retirement. See <https://www.bpfkoopvaardij.nl/mijnkoopvaardij/>.

Via [www.mijnpensioenoverzicht.nl](http://www.mijnpensioenoverzicht.nl), the seafarer can see all the accrued pension rights as a seafarer or during other professions and the right to AOW.

2. Besides early retirement, the employee can, among others, deploy the following own resources to provide in his or her living expenses:

- a. Accumulated leave days;
  - b. Savings or other investments;
  - c. Accumulated Life course credit balance.
3. CBA parties agree upon early retirement the following points. As soon as of 2021 (or possible later) the fiscal possibilities will be legally realised and as long as these possibilities remain, the employer will double the contribution of the seafarer as mentioned under Article 53.2 upon request. This contribution amounts at most the legal fiscal maximum (insofar for 2021 € 21.200 gross) for each year of early retirement. In this way, the aim is to facilitate early retirement for a maximum period of three years before reaching the AOW entitlement age. If the employers contribution for early retirement concerns part of a calendar year, the contribution will be calculated pro rato. In that case, the employment contract between the seafarer and its employer ends with mutual agreement as soon as the seafarer retires on a date which is earlier than reaching the AOW entitlement age. In this situation, the seafarer cannot claim a possible transition compensation.
  4. Furthermore, CBA parties will continue the appointments made in the 2018 and 2019 CBA's regarding the joint working group on sustainable employability and the assignments of this working group.

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

### Article 54

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

In case of termination of the master-CBA, without said master-CBA having been replaced by another, the conditions of 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. INTERNS**

The members of the VWH agree that during the term of the master-CBA, they will offer their fair share of the complete required number of internships for students of Dutch maritime academies in relation to the total number of Dutch employees in the sector maritime shipping (existing of the subsectors merchant shipping, sailing offshore and sailing dredging industry). They also agree to, if needed and together with the abovementioned subsectors, make an effort to offer the required amount of internships in the whole sector and to solve any existing obstacles. The KVNR will, partly on behalf of the VWH, continue to call upon its members to place as many interns as possible and to endeavour to the utmost to fill in released places in time. In doing so, the KVNR will, partly on behalf of the VWH, continue to draw attention to their responsibilities as part of the Regulation for Employment of non-EU captains (RTK). In addition, the KVNR coordinates, partly on behalf of the VWH, the so-called 'intern consultation' between all maritime academies, with the aim of facilitating the process of placement of the interns. At the request of students and/or maritime academies, if possible Nautilus will use the Nautilus/FNV advisory center 'Working on Work' for the support in placing the interns who have difficulties finding an internship on their own.

#### **6. PARTICIPATION JOBS AND JOB CARVING IN THE ONSHORE ORGANISATION**

Even though this CBA does not apply to employees working in the onshore organizations of shipping companies, CBA parties agree to look in their onshore organization, or in case of the VWH also with her members, for possibilities of employment for target groups of the Participation law, via job carving or otherwise. If required, Nautilus is willing to organize an explanation, by the union or other expert, for the members of the VWH who are interested in the possibilities. Jobcarving is the process of offering aspects of existing jobs as jobs for people from the target group.

#### **7. UNDESIRABLE BEHAVIOUR IN THE WORKPLACE**

CBA parties believe that every form of bullying, harassment, discrimination and other undesirable behavior in the workplace, is undesirable in respect of everyone. They commit to prevent this kind of behavior in any possible and available way.



## **8. DIVERSITY**

CBA parties support any form of diversity in the workplace and will promote and if needed protect the position of women and LGBTI+ people in the workplace.

## **9. COMMUNICATION SHORE TO SHIP AND CAREER INTERVIEWS**

The sustainable employability report 'Seawater through the veins' from 2018 has shown that seafarers value enough communication between the office and themselves, both in normal situations as well as in particular after incidents and disruptions, and career interviews on a regular basis. These are soft, but aspects of great importance to sustainable employability. CBA parties find this important and recommend to employers to pay attention to these aspects where there is room for improvement.

## **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 Zee-Risico 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.

Article 1

**REGULATION OF WORKING HOURS**

1. In this Annex, the remuneration for overtime and extra allowances are mentioned in case the relevant shipping company does not have a fixed remuneration during active service on board, as mentioned in Article 13 paragraph 3.
2. The right to compensation for overtime and the right to extra allowances is to be determined according to the following articles.

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

Article 2

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

1. 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 3

**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 4

**PORT WATCHES**

1. 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.

2. Equivalent remunerations shall be paid for doing other port watches than those done in turns, as referred to in paragraph 2 of Article 18.

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

### Article 5

#### **REGULAR WORKING HOURS AND ALLOWANCES**

1. Should work be required other than listed under paragraph 2 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.
2. 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 6

#### **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 7**

## **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 8**

## **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.

**PHASE SYSTEM EMPLOYEES TEMPORARY EMPLOYEMENT AGENCIES**

*1. Phase A - specific temporary agency workers labour contract*

- a. Temporary agency workers work in phase A for as long as they have not worked more than 78 weeks for the same private employment agency.
- b. In phase A, the temporary agency worker will work based on an agency work employment contract with agency clause the whole time, unless it has been specifically agreed in the agency work employment contract in writing that the agency clause has been excluded.
- c. The 78 weeks in phase A will be considered to be a period of 78 consecutive weeks, whereby only weeks during which the temporary agency worker has actually worked count, when there has not been a gap of over six months between two agency work employment contracts. In case of a gap of over six months, the count for phase A will start over from zero.
- d. A fixed-term agency work employment contract without agency clause that follows a previous agency work employment contract without agency clause with the same private employment agency and the same user company within a time span of one month can only be entered into for a minimum term of four weeks.

*2. Phase B - fixed term labour contract for agency workers*

- a. Temporary agency workers work in phase B as soon as the agency work employment contract is continued after completion of phase A or if a new agency work employment contract is entered into with the same private employment agency within six months after completion of phase A.
- b. Phase B will be a maximum of four years, during which period six agency work employment contracts without agency clause can be entered into.
- c. In phase B, temporary agency workers always work on the basis of a fixed-term agency work employment contract without agency clause, unless a permanent agency work employment contract without agency clause has been agreed specifically.
- d. The four-year period and the six agency work employment contracts without an agency clause (as referred to under b.) will be considered a continuous period if there is not a gap of over six months between two agency work employment contracts. The gap period will then count towards the four-year period. In case of a gap of over six months between two agency work employment contracts, the count for phase A will start over from zero.

*3. Phase C - open-ended labour contract for agency workers*

- a. Temporary agency workers work in phase C as soon as the agency work employment contract without agency clause is continued after completion of phase B or if a new agency work employment contract is entered into with the same private employment agency within six months after completion of phase B.
- b. In phase C, temporary agency workers always work on the basis of an open-ended agency work employment contract without agency clause.
- c. If the temporary agency worker returns after termination of an openended agency work employment contract without agency clause and the gap between contracts has been six months or shorter, the temporary agency worker will work under a phase C open-ended agency work employment contract. If the gap is over six months, the count for phase A will start over from zero.

4. The count for the phases continues if the temporary agency worker is transferred to and takes up employment with another private employment agency within the same group, unless

the new private employment agency is able to confirm based on the registration, application, or other evidence and circumstances that the move was made on the temporary agency worker's initiative. Group is defined as in Article 2:24b of the Netherlands Civil Code.

5. The temporary agency worker and the private employment agency may, in the temporary agency worker's favour, derogate from the phases system detailed in this article.