COLLECTIVE

BARGAINING AGREEMENT

concerning the wage

and employment conditions for

personnel active in the

DREDGING INDUSTRY

1 April 2024 up to and including 31 January 2025

The Dutch version applies and has precedence over the English text in case of ambiguities, incompleteness or inconsistencies in the translation

Unless explicitly stated otherwise, provisions in this collective labor agreement are of a minimum nature.

CONTENTS

COLLECTIVE BARGAINING AGREEMENT

1 April 2024 up to and including 31 January 2025

DREDGING INDUSTRY

		Page
Agreement between parties		**5**
Chapter 1	**General Provisions**	**7**
Article 1	Definitions	7
Article 2	Duration	8
Article 3	Scope	8
Article 4	Dispensation scope	9
Article 5	Amicable supply and hiring in of employees	9
Article 6	Dispute Commission	9
Article 7	Dredging Joint Committee	10
Chapter 2	**The employment relationship**	**12**
Article 8	Start and end of employment	12
Article 9	Obligations of the employees	12
Article 10	Benefit payment in the event of death	13
Article 11	Transport in the event of death	13
Chapter 3	**Working times, shift work, working place**	**14**
Article 12	Working times	14
Article 13	Working day shifts	14
Article 14	Shift work	14
Article 15	Working during holidays	18
Article 16	Numbers and composition of the crew on the equipment	19
Article 17	Watch duties	20
Chapter 4	**Income**	**21**
Article 18	Salary	21
Article 19	Payment of salary	21
Article 20	Wage increase, Indexation and One-off Payment	22
Article 21	Salary in special circumstances	22
Article 22	Employment in another position	22
Article 23	Salary with overtime	23
Article 24	Individual capital accrual with overtime	23
Chapter 5	**Other fees and reimbursements**	**24**
Article 25	Commuting and travel expenses payment	24
Article 26	Supplements and reimbursements	24
Article 27	*Expired*	25
Article 28	Accident insurance	25
Article 29	Loss of equipment and other property of the employee	25
Article 30	Health Insurance	25
Article 31	Trade Union contribution	26
Chapter 6	**Job classification and assessment**	**27**
Article 32	Job classification	27
Article 33	Guarantee scheme and personal guarantee supplement	27
Article 34	Assessment method	28
Article 35	Pay grade system	28
Article 36	Complaints and disputes procedure	29

Chapter 7	**Holidays, Public Holidays and special leave**	**30**
Article 37	Holidays and public holidays	30
Article 38	Special leave	31
Article 39	Special leave for terminal care and bereavement leave	33
Article 40	Leave for trade union members	33
Chapter 8	**Training and Development**	**34**
Article 41	Training	34
Article 42	*Expired*	34
Article 43	Sustainable employability	34
Chapter 9	**Safety and Health**	**35**
Article 44	Safety procedures CROW	35
Article 45	Senior employment policy	35
Article 46	Unworkable weather arrangement	35
Chapter 10	**Incapacity for work and work unemployment**	**37**
Article 47	Incapacity for work	37
Article 48	Reintegration plan	38
Article 49	Collective Labor Agreement PAWW and PAWW regulation	38
Article 50	Best endeavours obligation to engage employers estranged from the job market	38
Chapter 11	**Sector specific schemes and pension**	**39**
Article 51	Social Funds and premium obligations	39
Article 52	Pension Schemes	39
Article 53	Pension accrual during second year of illness	39
Article 54	Pension accrual in the event of parental leave	39
Chapter 12	**Employee participation and trade union work**	**40**
Article 55	Workplace-level Union structure	40
Article 56	Employment consultation within the company	41
Article 57	Employee participation	41
Article 58	Mergers and business closures	41
Chapter 13	**Agreement between parties**	**42**
Article 59	Obligations of the employee organizations	42
Article 60	Obligations of the employers	42
Article 61	Deviating arrangements	42
Article 62	Consultation	42
Annexes		
Annex 1	Salary tables	46
Annex 2	Explanation of remuneration for four-shift roster	49
Annex 3	Job classification Dredging Industry	50
Annex 4	Dredging job descriptions	51
Annex 5	Trainee scheme 2024-2025	57
Annex 6	Exemption scheme nationality requirements master on Dutch sea-going vessels in the Dredging Industry	59
Annex 7	Deployment conditions for employment on trailer suction hopper dredgers on the Dutch Continental Shelf	62
Annex 8	Agreement sustainable employment relationship and employability	75

Unless expressly stated otherwise, provisions in this collective labour agreement are of a minimum nature.

I. The **Vereniging van Waterbouwers** (Dutch Association of Dredging Contractors), located in The Hague, as authorised representative of its members named below:

Baggerbedrijf West Friesland B.V. te Andijk

Bagger- en Aannemingsbedrijf Zijsling & Zn BV te Jutrijp

Baggerbedrijf de Boer B.V. te Sliedrecht

Boskalis Nederland B.V. te Papendrecht

Boskalis Environmental B.V. te Papendrecht

DC Dredging BV (namens DC River B.V.) te Breskens

DEME Offshore Services B.V. te Breda

DEME Environmental te Amsterdam

Dredging and Contracting Rotterdam B.V. te Bergen op Zoom

Faasse Dredging B.V. te Goes

Maasgrind B.V. te Maasbracht

Meeuwisse Nederland B.V. te Den Haag

Smals Dredging B.V. te Cuijk

Van den Herik Kust en Oeverwerken B.V. te Sliedrecht

Van Oord Nederland B.V. te Rotterdam

Van Oord N.V. te Rotterdam

Van den Biggelaar Grond- en waterbouw te Velddriel

all of them with regard to the amendment, continuation or termination of this collective bargaining agreement, electing domicile at the offices of the authorised representative in The Hague;

And

II.
a. **Nautilus International** (formerly FNV Waterbouw) (The Netherlands Trade Union Confederation, Dredging), located in Rotterdam
b. **CNV Vakmensen** (National Federation of Christian Trade Unions in the Netherlands), located in Utrecht

on the other side, have agreed the following

CHAPTER 1 DEFINITIONS AND SCOPE

Article 1 Definitions

1.1 This collective bargaining agreement (hereinafter referred to as "this agreement") is understood to mean this agreement with the corresponding appendices and regulations.

1.2 "Parties" is understood to mean the employers' and workers' organizations that have completed and signed this CBA.

1.3 "Employer" is understood to mean the natural or legal person whose company wholly or partially falls within the scope of this agreement, as defined in Article 3 of this agreement, and essentially performs activities in accordance with Article 3.1.

1.4 "Employee" is defined as the one who is working in a company or a part of a company that falls within the scope of this CBA, in accordance with article 3, in a function that requires a basic weekly salary that is determined in accordance with article 32 of this CBA and who has not yet reached the AOW retirement age.

1.5 The definition of "employee" is also understood the one who is employed as staff in a company or a part of a company that falls within the scope of this CBA, in accordance with article 3~~ and 4~~, in a function in accordance with article 32 of this CBA, unless laws and regulations prevent this. The company hiring in a labour force must ensure that the employment agency applies the terms of employment in accordance with this agreement to the labour force hired in by the company.

1.6 "Basic weekly wage" is understood to mean: the gross basic hourly wage multiplied by the number of hours of the normal working week in accordance with article 12 of this CBA. This basic weekly wage include all payments for travel time commuting and travel time at work, with the exception of work-work travel and the provisions of article 21 of this CBA. If applicable, the basic weekly wage is increased by a personal guarantee surcharge. Wage tables per function group are listed in annex 1 of this CBA. All amounts mentioned in this collective labour agreement shall be paid in accordance with the tax regulations.

1.7 "Basic hourly wage" is understood to mean the wage amount determined for the function in the salary table (see annex 1).

1.8 "Normal work week" is understood to mean: a working week of 36 hours.

1.9 "Shortened work week" is understood to mean: a work week that is shorter than the normal work week.

1.10 "Public holidays" means both Easter, Whitsun, Kingsday if this is celebrated on a Monday, Ascension Day, both Christmas, new year's day.

1.11 "Personal guarantee payment" is understood to mean: the difference between the old base weekly wage a worker earned on 31 december 2003 and the new base weekly wage a worker earned on 1 January 2004, in accordance with article 33.

1.12 The "wage concept" is understood to mean: the monetary income from the employment which the employee can claim in connection with the tasks and activities assigned to him in the employment contract, so that the employee receives a remuneration that the

employer would have had to pay if the employee had worked on the holiday in accordance with the provisions of article 7:639 paragraph 1 of the Dutch Civil Code.

1.13 "Reference wage" means: the total income in accordance with the wage concept in Article 1.12 over a representative period of 12 months, calculated over the period from 1 June of the previous year to 31 May of the current year in the event of continued payment of wages during holidays.

In the event of payment of holidays not taken or termination of employment, the reference wage is based on a period of 12 months that is deemed representative, immediately prior to the date of payment holidays or the termination date of employment.

1.14 "System leave" means the leave that is accrued for each day worked in a shift as mentioned in Article 14.

Article 2 Duration of the agreement

2.1 This collective labour agreement comes into effect on 1 april 2024 and shall end on 31 January 2025 with due consideration of article 2.2 and 2.3.

2.2 If none of the parties have cancelled this agreement in writing by registered post with each of the participating organisations three months prior to its termination, the agreement shall be deemed to be tacitly extended by a one-year period in each case.

2.3 Proposals for amendments to this agreement are made known and/or cancellation is performed by registered letter with each of the participating organisations. The parties are obliged to enter into negotiations as soon as possible concerning any proposals submitted to amend or renew this agreement.

Article 3 Scope

3.1 On the nature of the work

This collective labour agreement applies to companies which, in total or in part:

- operate dredging equipment and/or
- adopt dredging or additional projects and/or run, and deal with the corresponding wet transport and/or
- adopt and/or perform projects on the wet deposit site and/or
- assume dredging activities and/or execute zinker slots for cable and dredging, suction, spraying, moving and materials for industrial or other purposes (including wet sand extraction) and/or
- Work in the gravel dredging company; and/or
- engage in constructing, improving and maintaining of water-retaining structures, water, rail, driving or hiking roads, ports, earthworks and sites for industry, recreation and civil and utility constructions.

3.2 On the location of the work

This collective labour agreement applies to companies and employees to the extent that they are involved in the activities as defined in article 3.1, if these are performed within the Netherlands and the section of the continental shelf over which the Netherlands has sovereign rights.

3.3 Composite companies

In the case of composite companies, which in addition to the hydraulic engineering/dredging company as referred to in article 3.1 and 3.2 are also active as a construction company or contracting company, this collective labour agreement applies if the activities in the hydraulic engineering/dredging company predominate. The predominant activities are determined by comparing the amounts paid for the activities, or because more than 50% of the total number of hours within the company are spent on the activities referred to in article 3.1

3.4 Sparate department

In the case of a situation arising in separate department of a company as defined in paragraph 3.3, the scope determined under 3.3 is applicable to this department.

Article 4 Dispensation scope

4.1 Should the employer desire dispensation from the application of article 3 of this agreement, he must submit a written request for this to the Dredging Joint Committee mentioned in article 7 of this agreement.

Article 5 Amicable supplying and hiring in of employees

5.1 The employer is authorised to supply an employee for activities within the Netherlands and the section of the continental shelf over which the Netherlands has sovereign rights, for hiring equipment or on account of the employer participating in a consortium. In all other cases, the employee may only be supplied with the employee's consent.

5.2 In the event of the supply of an employee, the employer is obliged to stipulate to the party hiring in the employee, that it shall apply this agreement in full for the employees it has thus hired in.

5.3 In the event of supplying employees, the supplying employer is liable for the proper application of this agreement and the obligations resulting therefrom.

5.4 Should an employee be supplied, the employment with the supplying employer is maintained. The aforementioned employer is at all times authorised the terminate the supply of the employee. The employer hiring in the employee is not authorised to perform any acts that relate to the termination of the individual employment contract of the employee supplied to it.

5.5 Irrespective of the provisions of this article, the statutory regulations remain fully applicable with regard to the hiring in or supply of workforce.

Article 6 Disputes committee

6.1 All disputes, also including those that are only deemed as such by one of the parties, on account of this agreement and the implementation thereof between:

a. an employer and an employee, who are both bound by this collective employment agreement, concerning the employment contract concluded between them;
b. on the one side one or more of the employee organisations, specified on the other side, and on the other side an individual employer that is bound by this agreement;
c. on the one side the Dutch Association of Dredging Constructors as authorised representative of members cited under I of the preamble of this agreement, and on the other side one or more of the organisations cited in sub II of the preamble of this agreement, concerning the interpretation of a provision of this agreement, are presented to the abovementioned disputes committee, in accordance with the regulations drawn up for this purpose.

With regard to disputes mentioned under item c of article 6.1, this shall occur excluding the normal judge.

6.2 Disputes with regard to observing this agreement also fall within the competence of the disputes committee. In the case of a substantiated supposition that the agreement is being violated, or is not being observed, the parties to this agreement shall institute an investigation. The Secretariat of the CBA parties is responsible for performing this investigation, which shall report to the disputes committee.

Article 7 Dredging Joint Committee

7.1 The Dredging Joint Committee has been appointed by the parties, which is located at Bezuidenhoutseweg 12, 2594 AV The Hague

7.2 This committee deals with:
- requests for dispensation, in accordance with article 4 of this CBA;
- disputes in respect of the technical need for setting up a five-day work week, in accordance with article 13.1 of this CBA;
- the regulation on crew strenghtin accordance with article 16.4 of this CBA;
- special cases in accordance with article 14 and/or 15 of this CBA;
- requests in accordance with article 37.5 and 37.6 of this CBA;
- the regulation "exemption regulation on nationality requirement for captains in the seagoing dredging industry", in accordance with appendix 6 of this CBA.

7.3 As necessary, this committee provides advice to the Labour Inspectorate regarding requests from companies for licensing and short-time working.

7.4 If the employer wishes dispensation of the application of one or more collective bargaining provisions, he shall submit the relevant request in writing at the Dredging Joint Commission.

7.5 In order to qualify for dispensation of one or more provisions in this CBA, as mentioned in article 7.2, the employer should be at least met one or more of the following terms: a. the situation of the employer is (temporarily) so different from what is usual in the industry that the employer can not reasonably be demanded to fully or partly apply the collective labour agreement provisions;
b. there is a different benefits package negotiated between parties who are sufficiently representative and independent of each other, for example the Deployment conditions for employment on trailer suction hopper dredgers on the Dutch Continental Shelf (annex 7 of this collective labour agreement).

7.6 The request to the Dredging Joint Commission is submitted in writing to the Secretariat by Parties, Sir Winston Churchillaan 299 A, 2288 DC Rijswijk or digitally per e-mail to: info@waterbouwers.nl.
The request shall include:
a. the name and address of the applicant;
b. signature by the applicant;
c. an accurate description of the nature and reach of the dispensation request, with at least mentioning the provision(s) of the collective labour agreement on which the application is requested.
A request/notificatication must at least contain the following information:
- description of the work;
- duration of the work;
- equipment to be used;
- equipment safe manning crewlist.

d. precise description of the facts and arguments of the applicant why dispensation should be provided;
e. a correct and reasoned proposal on the applicable conditions of employment after the dispensation;
f. date of issue.

7.7 Requests and/or messages to the Dredging Joint Committee, as described in article 7.2, can only be considered if the Dredging Joint Committee secretariat receives the requested or required information at the least in a timely manner.

Timely is: four weeks, in case of unforeseen circumstances no later than two weeks, before the start of the work or with a change to a working schedule on a work in progress or at the start of a new phase of the work, until not later than one week after the reason for the amendment arises.

7.8 The Dredging Joint Commission will take a decision with a minimum of delay, but no later than two weeks after the request has been submitted. The Dredging Joint Commission can extend this period once with two weeks. The secretariat of the Dredging Joint Commission shall notify the applicant in writing with the motivation of the Commission.

CHAPTER 2 THE EMPLOYMENT RELATIONSHIP

Article 8 Start and end of employment

8.1 The employment is entered into for a definite period or an indefinite period (appointed) and is recorded in writing or with an electronic statement in accordance with art. 7:655 of the Dutch Civil Code, whereby the document contains all mandatory elements including, among other things, the name and place of residence of the parties, the date of commencement of employment, the position, the remuneration and the statement of applicability of this agreement.

8.2 The termination of the employment contract for an indefinite period by either the employer or the employee submits in writing. In any event the employment contract legally terminates on the day on which the employee has reached the statutory pensionable age.

8.3 A probationary period in writing between employer and employee is recorded in accordance with article 7: 652 BW. The negotiable probationary period is:

- When entering into an employment agreement for a fixed term, a probationary period may be agreed upon for not more than:
  a. one month if the agreed duration of the agreement is less than two years;
  b. two months if the agreed duration of the agreement is two years or more.
- When entering into an employment agreement for an indefinite term, a probationary period may be agreed upon for not more than two months.
- There can be no probationary period if the employment agreement is entered for a period not longer than six months.

8.4 At assumption or dismissal the costs of travel to or from work and the transport costs of the luggage shall be reimbursed by the employer, except in cases referred to in article 7: 678 BW.

8.5 In accordance with article 7: 672 BW, the notice to be observed by the employer to a contract of employment which, at the date of termination, are:

• shorter than five years:	one month;
• five or more years but shorter than ten years has lasted:	two months;
• ten or more years but shorter than fifteen years has lasted:	three months;
• fifteen years or longer has lasted:	four months.

The time limit to be observed by the employee of termination in all cases shall be one month. Cancellation must be made by the end of the month

Article 9 Job performance employees

9.1 The employee is obliged to perform to the best of his ability activities assigned to him by or on behalf of the employer within the scope of his role, and assigned within reason in special circumstances.

9.2 The employee is obliged to handle the employer's property and that which has been entrusted to the company by third parties with the utmost care, and immediately to report any loss or damage of this property to the employer.

9.3 The employee is not permitted to perform work for third parties in his free time, other than with permission acquired in advance from his employer.

Article 10 Benefit payment in the event of death

10.1 By way of derogation from Article 7:674 of the Civil Code, should an employee pass away, the employer shall provide to the employee's surviving relatives, if he did not permanently live separately from them, or in the absence thereof, to this employee's under age legal or natural children, a payment amounting to the basic weekly wage applicable for the employee in question over the period from the day following the death up to and including the final day of the second month following the one in which the death occurred.

Article 11 Transport in the event of death

11.1 In the event that an employee dies during work, on the way to or from work, or during a stay outside his place of residence in relation to his work, the employer shall reimburse to the next of kin the costs of transporting the mortal remains, at least insofar as they are transported within the Netherlands, to the deceased's home, to the extent that this next of kin has/have borne these costs.

CHAPTER 3 WORKING TIMES, SHIFT WORK AND WORKPLACE

Article 12 Working times

12.1 The individual average basic working week is 36 hours. A request from the employee to adjust its working hours is honored by the employer in accordance with the law Flexibel Working (Wfw) unless serious business interests oppose this.

Article 13 Working day shift

13.1 It shall be possible to work day shift in a four or in a five-day working week. In cases where it is technically essential, following proper consultation with the employees involved the employer can decide on a five-day working week. In all other cases, a four-day working week from Monday up to and including Thursday will apply, except for if the majority of employees involved decide to introduce a five-day working week. In the event of a lasting difference of opinion concerning the question of whether there is a technical need to introduce a five-day working week, this dispute must be presented before the Dredging Joint Committee, which shall provide an opinion after having heard the parties.

13.2 With a four-day or a five-day working week, the normal working hours are between 6 a.m. and 6 p.m. The staff alternately takes breaks for one hour a day between 11 a.m. and 2 p.m. The equipment continues to run during this break period. The payment for this continued running is included in the basic weekly wage.

13.3 For cases in which transport from the excavation area to the processing area takes more than two hours, the working times cited in paragraph 2 of this Article are shifted, although there is no working before 5 a.m. nor after 9 p.m. The employees involved must be notified promptly of any shifting of the times in which work is performed.

13.4 The basic weekly wage and the corresponding service allowance is paid to employees who work the day shift.

13.5 For tidal work, the starting and finishing times of the working hours can be adjusted according to requirements, although on the condition that no more than 36 hours per week can be worked per employee. Over each full wage week, a supplement of 9% shall be paid to the employee on top of the basic weekly wage applicable to him or her.

13.6 During weeks in which repairs to the vessel are taking place at a shipyard, the working times may be adjusted to those of the shipyard.

Article 14 Shift work

14.1 General provisions shift work

a. With due consideration of an average individual basic working week of 36 hours, the shift work activities are performed between Monday 9 a.m. and Saturday 3 p.m., with the exception of the four-shift roster as mentioned in article 14.2 of this CBA.
In mutual consultation between the employee and the employer, the start and finishing times of the shift work are designated within the limitations set out above.

b. For the employee who, based on medical complaints concerning himself or his family, cannot be assigned to shift work, the employer shall in consultation with the Dredging Joint Committee seek a suitable solution with due consideration of the applicable wage and employment conditions for the for the employee in question.

c. On working days that follow a public holiday recognised in this agreement, the working time shall commence as is usual on Mondays.

d. On working days that proceed a public holiday recognised in this agreement, the working time shall end as is usual on normal day shifts.

e. No hours shall be made up for in the cases mentioned in paragraphs 'c' and 'd' of this section.

f. In reduced working weeks, the wage for the week in question is calculated for each of the employees in the shift system in proportion to the shift-hours worked with the longest working time in the week concerned.

g. Insofar as the work permits, as far as possible day and night-shift employees perform maintenance, repairs and similar activities in their own shift, as well as performing the required preparations.

h. When working in shifts, the shift is handed over in such a way that the production process continues.

i. Payment for the activities mentioned in paragraphs 'i' and 'j' of this Article is included in the wage.

j. Employees assigned to be on weekend watch at weekends, working in he two-team system for the day and night, are paid a sum of watch payment, as cited in article 17.7 of this agreement.

k. In the case that the equipment has been equipped with sleeping accommodation, the teams are housed on board.
In the case that the equipment has not been equipped with sleeping accommodation, the teams shall be housed in accommodation by the waterfront. The sleeping accommodation shall in all cases comply with Dutch requirements in relation to comfort, hygiene, lighting, heating and sound insulation.

l. If a shift commences or ends within the normal working week, the applicable duty roster supplements shall be paid over the entire working week, on the condition that the shift work in this working week applies to the employee on three or more days. This provision does not apply if over the other days in this working week, a higher duty roster supplement is applicable.

m. The Dredging Joint Committee is authorised in special cases to deviate from the provisions of this Article, and to impose further rules.

14.2 Duty rosters, service allowance and duty roster supplements

The dredging industry has the following duty rosters and supplements, regardless whether the employee is assigned in working or resting team. The service allowance is based on the average of 36 hours work per week and is paid to the employee on top of the basic weekly wage applicable to him.

Duty rosters	**Service Allowance**	**Duty Roster Supplement**
Working day shift	7,3%	none
Duty roster and shift 1.5 team	7,3%	22.0%
Duty roster and shift 2 teams, day shift	7,3%	27.0%
Duty roster and shift 2 teams, day- and night shift	7,3%	38.5%
Duty roster and shift 2.5 teams	7,3%	29.0%
Duty roster and shift 3 teams	7,3%	42.5%
Duty roster dan shift 4 teams	7,3 %	43,0%
Duty roster 2-shift Grensmaas Project	7,3%	22.0%

Project Grensmaas

Exception to this is the duty roster supplement for the Project Grensmaas, which is based on an average of 33 hours per week and is paid on the basis weekly wage applicable for the employee. At this duty roster supplement also counts that over an average of 3 continuation hours per week, the employer shall be paid the wage based on the standard basic hourly wage plus the duty roster supplement. Just as with the duty roster supplement, only the continued payment of the continuation hours applies applies in the case of shift work.

14.3 Breaking times

The employees are taking changing breaking times while the equipment is going on during these periods.

The fee for this is included in the income.

Sort of duty	**Breaking times**
Day work	1 hour per day
Duty roster and shift 1,5 team	2x 0.5 hour per day between 11 a.m and 1 p.m and between 4 p.m and 6 p.m
Other duty rosters	One hour per duty roster per day

14.4 Working schedules

Duty roster and shift 1,5 team

Always two half teams are at work and half a team is at home, so that each individual employee works on turn two weeks and has one week free.

In normal working weeks the following working hours apply:

Monday	9 a.m to 9 p.m
Tuesday to Friday	7 a.m to 7 p.m

Duty roster and shift 2 teams, day shift

The teams are changing weekly. The working times (begin / end) of this duty roster can be customized in consultation with the Works Council or staff representation. In normal working weeks the following working hours apply:

	Team A	**Team B**
Monday	9 a.m – 2 p.m	2 p.m – 11 p.m
Tuesday	5 a.m – 2 p.m	2 p.m – 10 p.m
Wednesday	5 a.m – 2 p.m	2 p.m – 10 p.m
Thursday	5 a.m – 2 p.m	2 p.m – 10 p.m
Friday	5 a.m – 2 p.m	2 p.m – 10 p.m

Duty roster and shift 2 teams, day and night shift
The team are changing weekly.
In normal working weeks the following working hours apply:

	Team A		**Team B**
Monday	9 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
Tuesday	6 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
Wednesday	6 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
Thursday	6 a.m – 6 p.m	Thu	6 p.m – 9 p.m

Duty roster and shift, 2,5 teams
The teams are changing weekly. Two teams are working and a half team is at home, so that each individual employee works on turn four weeks and has one week free.
In normal working weeks the following working hours apply*:*

	Team A		**Team B**
Monday	10 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
Tuesday	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m
Wednesday	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m
Thursday	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m
Friday	6 a.m – 1 p.m		

Duty roster and shift, 3 teams
The teams are changing weekly.
In normal working weeks the following working hours apply:

Week 1	**Ploeg A dagdienst**		**Ploeg B nachtdienst**	**Ploeg C**
Monday	10 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m	Free
Tuesday	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m	Free
Wednesday	6 a.m – 6 p.m	Wo/do	6 p.m – 6 a.m	Free
Thursday	6 a.m – 6 p.m	Do/vr	6 p.m – 6 a.m	Free
Friday	6 a.m – 6 p.m	Vr/za	6 p.m – 4 a.m	Free
Week 2	**Team C**		**Team A**	**Team B**
Week 3	**Team B**		**Team C**	**Team A**

Duty roster and shift, 2 teams, Project Grensmaas
In normal working weeks the following working hours apply:

Week 1	**Team A**	**Team B**
Monday	7 a.m – 7 p.m	Free
Tuesday	7 a.m – 7 p.m	Free
Wednesday	Free	7 a.m – 7 p.m
Thursday	Free	7 a.m – 7 p.m
Friday	7 a.m – 7 p.m	Free
Saturday	7 a.m – 7 p.m	Free
Week 2	**Team B**	**Team A**

Duty roster and shift 4 teams (four-shift roster)
During normal working weeks, the running time of the equipment at work shall be 168 hours. In two weeks this is a total working/running time of 84 hours per team.
The shifts are arranged as follows:

For the day shift	7 am – 7 pm
For the night shift	7 pm – 7 am

Or

For the day shift	4 am – 12 am or 12 am – 8 pm
For the night shift	8 pm – 4 am

In addition to the remunerations mentioned in Article 14.2, a bonus of €60 gross is paid weekly.

In connection with the average working week of 36 hours, for every four weeks on the four-shift roster there is an entitlement to one day off for a payment of 1/5 of the four-shift wage applicable to the employee. This day off may be taken in consultation with the employer.

An explanation of the number of working hours of the four-shift roster is given in Appendix 2.

Article 15 Working during public holidays

15.1 There shall be no working on Easter Sunday/Monday, Ascension Day, Whit Sunday/Monday, or on Kingsday if this is celebrated on a Monday, and in the period from 25 December up to and including January 1st.

15.2 On working days that precede public holidays recognised in this regulation, the working time shall end at 19.00 hours., on the condition that the staff are able to arrive home that same evening. On working days that follow public holidays recognised in this regulation, the working time shall commence at 09.00 hours.

Deviations from the times cited in this regulation are possible, in mutual consultation. In the case of reduced working time with regard to the normal shift schedule in relation to public holidays etc., the wages of employees are calculated in proportion to the number of hours worked in the shift with the longest working time in the period in question.

15.3 If it is essential to continue working during holidays in accordance with article 1.10 and 15.1 of this CBA, permission must be requested from the Dredging Joint Committee.

The employer must demonstrate a necessity to be objectively ascertained to continue working, which shall be assessed by the Dredging Joint Committee. For this purpose, an employer must present the declaration that working on the public holidays in question has the approval of two-thirds of the crew. The employer must also state that it has reported the request to its Works Council or staff representative body.

For teams that should be working at that time, wages will be paid over the public holidays on which they work. When working on a public holiday, the payment of wages applies in accordance with this CBA and the public holiday is added to the holiday days balance as a paid holiday. The same applies if work has to be continued on days that have been designated as mandatory days off by the CBA parties.

15.4 The employer who wishes to continue working during the public holidays in accordance with Article 15.3 must request permission from the Dredging Joint Committee four weeks, or in the event of unforeseen circumstances no later than two weeks, before the commencement of the work.

Article 16 Numbers and composition of the crew on the equipment

16.1 On a vessel, the captain is the staff member with primary responsibility. On adredging rig the chief skipper and, in the event this position is absent, the first skipper, is the staff member with primary responsibility.

16.2 When establishing the numbers of the basic crew, taken into consideration are employee safety, the working and/or climatic conditions, the maintenance of the equipment and the equipment's technical and economic possibilities.

16.3 The numbers of the basic crew are established in consultation between on the one hand the employer and on the other hand the staff member with primary responsibility as intended in article 16.1.

16.4 If the consultation cited in article 16.3 does not result in one uniform opinion, the employee with primary responsibility and/or the employer must present the matter before the Dredging Joint Committee, which shall provide an opinion in accordance with law and fairness, after having heard the parties.

Article 17 Watch duties

17.1 Arrangements are made by the employer in such a way that the crew members of an piece of equipment do not have to be assigned to watch duties.

17.2 So that the stipulations in article 17.1 can be complied with, in the majority of cases it shall be necessary for the employer to engage special employees to be assigned to watch duties.The wage of these special employees shall be at least the amounts mentioned in article 17.8. When extending weekend watch shifts falling on public holidays, the wage for these days shall be at least double the payment provided for a day in article 17.8.
These employees are furthermore entitled to:

- a service allowance of 7,3%;
- reimbursement of travel expenses;
- the meal supplement;
- 5 weekends' leave annually with continued payment of the agreed wage;
- 8% holiday supplement on top of the gross wage amount.

In the case of employment under one year, the leave and holiday entitlement is calculated proportionately.

17.3 In special cicumstances that arise suddenly, whereby there is no one to be assigned to watch duties, and if the employer believes the situation makes a watch-keeping worker essential, this obligation rests with the crew or employees may be engaged for this who at that time do not perform any active service on the equipment.

17.4 During the normal working week, crewmembers are furthermore obliged to ensure the safety of the equipment partly operated by them outside the working time by alternate shifts without claiming any payment for this, on the understanding that there is always someone present on the equipment above the age of 20. If the watch duties are assigned to two persons, only one of them has to be to 20 or over. The ages mentioned above are also applicable to watch duties during weekends.

17.5 That which is stipulated in article 17.4 is not applicable to crewmembers who are serving on equipment that have been placed at a storage location or are remaining at a shipyard for repairs, or are in a comparable situation.

17.6 The duties of an employee assigned to watch duties include ensuring the safety and maintenance of the equipment entrusted to him or her, which is also understood to include correctly observing the shipping regulations and managing lighting and heating on board.

17.7 An employee assigned to perform watchkeeping from Friday to Monday receives a watch payment for this as set out in the following table:

	As of 1 April 2024
Weekend	€ 394,80
24 hours	€ 197,70
24-hour extension	€ 197,70
Night watch	€ 96,48
Weekend watch supplement	€ 98,88

17.8 For employees exclusively assigned to watch duties, as mentioned in paragraph 2 of this Article, the wage amounts to:

	As of 1 April 2024
Weekend-shift	€ 434,83
24 hour-shift	€ 217,42
Night-shift	€ 106,72

CHAPTER 4 INCOME

Article 18 Salary

18.1 The salaries are in force as indicated in annex 1 of this agreement.

18.2 Each employee is paid a service allowance, which amounts to 7,3% of the basic weekly wage.

18.3 The holiday allowance is 8% and is paid periodically or in the month of May.
The holiday allowance is calculated on the basis of the reference wage (article 1.13, which is the total income in accordance with the wage definition in article 1.12 over a period of 12 months that is considered representative, to be calculated over the period from 1 June of the previous year up to and including 31 May of the current year in the case of continued payment of wages during holiday), excluding the holiday allowance.

Article 19 Payment of Salary

19.1 Employees shall receive the wage on the payday. This also applies in the case of an employee having been dismissed or resigning other than on the payday. The wage is paid weekly, but with due consideration of paragraphs 2, 3 and 4 of this Article.

19.2 Introducing one up to and including a maximum of five waiting days is left to the employer's discretion. However, if more than two of such days are introduced, the employer is obliged to provide an advance on the weekly payday that is at least equal to the net basic weekly wage due for the days worked. The employer is not permitted wholly or partially to deduct said advance from subsequent payments. On ending the employment, the aforementioned advance is settled with the final payment of wages.

19.3 Employers are authorised to postpone the payment of a portion of the wage earned in a particular week until the next payday, on the condition that on the normal payday of this particular week the basic weekly wage owed for the days worked must be paid.

19.4 Employers are also authorised to calculate the wage over a period of one month or four weeks, and to pay the basic weekly wage and the service allowance in the week following this period at the latest. In this case, the salary components must be paid at the latest one month, or four weeks, following this period.

In the event of an employer converting a salary on a weekly basis into a salary on a monthly or four-week basis, during the transition period of three months the employer must implement a transition arrangement. This transition arrangement must guarantee that during the transition period, the employees concerned can gradually become accustomed to the new method of payment.

19.5 When paying the wages to the employee, a written or electronic specification will be provided in accordance with art. 7:626 Civil Code. This statement will contain all mandatory elements including:

a. The gross salary, specified as followed: basic weekly wage, service allowance, any overtime, any watch payment, any reimbursements and/or supplements;
b. the name of the employer and employee, the period over which the wages are calculated, the agreed working hours, whether there is an employment contract for an indefinite period that has been entered into in writing;
c. the deductions owing to: payroll tax, (company) pension and other schemes specific to the sector, as well as the share in the national insurance premium owed by the employee;
d. the accrual of holiday allowance and holiday days;
e. the applicable minimum hourly wage, taking into account the age of the employee.

19.6 With due consideration of the stipulations of the articles 19.2 to 19.4, the repeated non-payment of the full wage and/or the non-payment of the holiday allowance on the payday may result in urgent grounds for the employee immediately to terminate the employment, as intended in Article 7:679 of the Civil Code.

Article 20 Wage increase, Indexation and One-off Payment

20.1 Consistent wage increases
The wages are being increased as per 1 April 2024 with 5%.

20.2 Changes to the wages are carried through to the first full wage week after the dates of said changes, unless the change date falls on a Monday.

20.3 Consistent year-end payment
The consistent year-end payment is set at 4% on top of the gross annual wage in 2024, excluding the holiday allowance.
During the course of this agreement, the year-end payment shall be paid out on 31 December at the latest.
The year-end bonus will be paid pro rata when the employment is terminated during the calendar year.

Article 21 Salary in special circumstances

21.1 "Working in special situations" is understood to mean working on equipment that has been stowed in a storage area, is deposited at a dockyard for repairs or has been deactivated (for a reason other than on account of frost), or working in a situation comparable with this.

21.2 Staff working in special situations, as defined in article 21.2, are paid the basic weekly wage and the corresponding service allowance.

21.3 If applicable, travel expenses, meal supplements, watch payment and equipment supplements are furthermore paid in the cases cited underarticle 21.1.

21.4 Expired.

21.5 Notwithstanding the stipulations in article 25 of this agreement, employees who perform those activities mentioned in article 21.1 are given the opportunity to travel weekly during working time, or the established travel time is paid as basic weekly wage.

21.6 Employees who perform activities as mentioned in article 21.1 and who, notwith-standing the stipulations in article 21.5, at the employer's request travel to and from work daily instead of weekly, are given the opportunity – to be determined by the employer – to travel during working time, or the travel time is paid as basic weekly wage, with the deduction of one travel hour per day.

21.7 The travel time is calculated based on the average travel speed of 60 km per hour along the most usual route. If the employee arrives on a Sunday evening and stays overnight in a hotel, this calculation of the travel time is also applied.

Article 22 Employment in another position

22.1 If an employee is engaged for a short period in a higher position, the wage and employment conditions valid for his higher position are applicable, which occurs in the form of a temporary position supplement. This applies over the entire substitution period, provided that the employment has lasted uninterrupted for one working week or more, unless determined otherwise by law.

Following temporary employment in a higher position – wherever this is occupied within the same company – which has lasted more than 6 months, the employee retains the claim to the fixed position supplement temporarily provided.
For the application of the 6-month term, interruptions to this term shorter than 3 months are not taken into account.

22.2 With regard to the salary mentioned in article 22.1, it applies that an employee's basic weekly wage is increased by a fixed position supplement in accordance with the table below[1]:

From Job Group to Job Group	Percentage increase
From G to F	4%
From F to E	6%
From E to D	6%
From D to C	7%
From C to B	10%
From B to A	10%

22.3 Employment in a lower position shall only occur temporarily and with retention of the wage and employment conditions that applied to the employee concerned over the previous four weeks.

Article 23 Salary with overtime

23.1 If an employee works more than 36 hours per week (also in the case of repairs and other adjustment activities), the overtime shall be paid as follows:

a. For the overtime occurring between 05.00 hours and 22.00 hours, insofar as this does not occur at the weekend, the basic hourly wage applies including any personal guarantee supplement, increased by 5% on the condition that the basic hourly wage is paid over the first five hours. However, if there are more than two overtime hours per day, the basic hourly wage applies to the first two overtime hours on that day, and the aforementioned increase of 5% (= overtime supplement) to the hours above this.
b. For overtime occurring between 22.00 hours and 05.00 hours, insofar as this does not occur at the weekend, the basic hourly wage, including any personal guarantee supplement, is increased by 12.5%.
c. For overtime on Saturdays occurring between midnight and midnight, the basic hourly wage, including any personal guarantee supplement, is increased by 50%.
d. For overtime on Sundays occurring between midnight and midnight, the basic hourly wage, including any personal guarantee supplement, is increased by 75%.

The basic hourly wages including overtime supplements are presented in the tables in annex 1.

23.2 Notwithstanding the above, on the skipper aid equipment that the contactor or the supervisor tend to transport and therefore during the normal working time do not have to perform work for long periods, overtime is only paid for work performed before 06.30 hours and after 16.00 hours.

23.3 Notwithstanding article 23.1, the duty roster supplements shall also be paid for the Grensmaas shift system as defined in article 14.2 for the extra hours worked above and beyond the agreed shift schedule, on the condition that the extra hours worked on Saturdays and/or Sundays are paid at the percentage stated in article 23.1.

Article 24 Individual capital accrual with overtime

24.1 Employees are entitled to use the payment for overtime for individual capital accrual for their (pre) pension scheme, savings pension scheme and life-course savings scheme. This is to the extent that this is permitted legally and with regard to taxation.

24.2 Employees have the option to be paid the first five overtime hours cited in article 23.1.a of this agreement, or to opt for a payment partially used for the individual capital accrual of their savings pension scheme or life-course savings scheme. A sum amounting to 90.75% of the gross basic hourly wage is paid, whereby a sum amounting to 18.5% of the gross basic hourly wage shall also be deposited by the employer for the purposes of the individual capital accrual for the employee's savings pension scheme or life-course savings scheme.
(See also Appendix 1, columns hourly wage VI and VII)

[1] The percentages cited in the table have been calculated based on the salary differences in the aforementioned job groups, and grafted onto the lowest pay grade. The more onerous the positions are deemed to be in the Dredging Job Classification System, the greater the percentages.

CHAPTER 5 OTHER FEES AND REIMBURSEMENTS

Article 25 Commuting and travel expenses payment

25.1 Journey frequency

a. The basic principle for journey frequency with regard to the working week as intended in the articles 13 and 14 is that a weekly journey is made from and to home.
b. In consultation between the employer and the employee who, in accordance with article 13 of this agreement, can work in the single shift if the activities allow this, arrangements are made concerning the possibility of travelling to and from home daily.

25.2 Weekly travel

a. The basic principle is that travel time is not paid, unless described otherwise below.
b. According to the calculation in article 25.5, if an employee has to leave home before 06.00 hours on the first day of his working week, the travel time prior to 06.00 hours is paid as basic weekly wage. The departure time is calculated based on the time at which the employee has to be at the mooring or the workplace, and the travel time required to cover the journey distance.
c. In exceptional cases, the employer may ask employees to deviate from the abovementioned time. Employees shall strive reasonably to comply with this request, so that the proscribed working time is achieved as far as possible.

25.3 Daily travel

a. The basic principle for daily travel is that the travel time is not paid, with the exception of the situations mentioned in article 21.1 of this agreement.

25.4 Travel expenses payment

The travel expenses payment for weekly/daily travel is calculated as follows:
a. If an employee has to use public transport when commuting, the travel expenses are reimbursed in full, at the second-class rate.
b. If the employer is of the opinion that an employee should use his own means of transport for commuting and/or business travel, he will receive a fee of € 0.40 per km.

25.5 Determining journey duration

The travel duration is calculated based on an average speed of 60 km/per hour with along the most usual route.

If an employee arrives on Sunday evening and stays overnight in a hotel, this calculation of the journey duration is also applied.

Article 26 Supplements and reimbursements

26.1 If no food is provided for by the employer, a daily meal supplement will be paid of:

	As per 1 April 2024
Meal supplement per day	€ 20,25

Exeption to this meal sumpplement are employees who are employed at the location where they reside or who as a rule go home every evening, unless the employee requires one hour or more to cover the distance from home to the place of work, and he arrives home later than 7 p.m.

26.2 For the essential use of their own equipment, employees shall be paid a sum per day:

	As per 1 April 2024
Equipment supplement per day	€ 2,69

In the case of the employer providing a personal protective equipment pack to employees, no equipment supplement shall be paid.

26.3 The reimbursements cited under 26.1 and 26.2 shall only be provided for days on which the employer performs work. In this respect, watch duties do not apply as work.

26.4 The reimbursement regulations for trainees have been set out in Annex 5 of this agreement.

26.5 Article 26.1 does not apply to deposit site staff. The employer shall provide employees in this category with sufficient food and accommodation at the employer's expense, if they travel home every week. The accommodation facilities shall in all cases comply with Dutch requirements in relation to comfort, hygiene, lighting, heating and noise insulation.

Article 27 Expired

Article 28 Accident Insurance

28.1 Insurance Obligation
The employer is obliged to take out insurance for employees coming under this agreement, which guarantees a payment in the event of permanent physical injury or death resulting from an accident involving the employee, with or without an employment contract.

28.2 The insurance as mentioned in article 28.1 must include the employee's entitlement to a payment of €30,000 in the event of death and of €46,000 in the event of full permanent disability.

Article 29 Loss of equipment and other property of the employee

29.1 Except for if regulated otherwise by law, in the event of theft as well as in the case of loss or damage to the employee's equipment or other property as a result of fire, explosion, the vessel sinking and other calamities that can be attributed to the works or the equipment, the employer shall pay compensation up to a maximum of per employee per event.

	As per 1 April 2024
Maximum compensation loss of equipment	€ 2.370,44

For employees who are seafarers according to article 7 of the Dutch Civil Code, article 7:719 BW will apply. This article has been worked out in the "Decree Claims Seafarers, Employment Services and Posting of Workers in the Maritime Industry".
The following conditions apply:

a. the employee proves the existence and scale of the loss or damage to the employer.
b. in the event of theft the employee will present a copy of a police report to the employer.
c. payment is only made if this involves items or other property that the employee reasonably needs for his/her stay at work or on board, and he/she has taken reasonable precautions to prevent loss in normal working circumstances.

Article 30 Health insurance

30.1 The employer is obliged to take out a supplementary package for the employees in his service. The employer provides a contribution to the costs of this supplementary package of €120 a year, if the employee has joined the package as offered by the employer.

30.2 If the employer can not offer the abovementioned package and the employee has taken out a similar package him/herself, he/she likewise receives abovementioned compensation from the employer.

If the employee enters into employment after 1 January, Article 30.2 applies until 31 December of the year of entry into employment, after which the employee can join the supplementary package referred to in Article 30.1.

Article 31 Trade union contribution

31.1 The employee is entitled to pay the union contribution in a tax-friendly way out of his gross earnings. The employee presents a proof of payment of the contribution to the employer. The employer shall provide at the request of the employee a fee to pay the costs of his contribution to an employees' association. At the same time, the employer shall lower the gross salary of the employee by the amount of this compensation.

31.2 If the employer applies the tax work costs scheme, this right of the employee lapses. However, if the employer on 1 October of the calendar year or as many later that the employer has received the invoice of the employee's union contribution – taking into account the necessary financial space for the rest of the calendar year – than still have fiscal space, the employee retains the right to tax-friendly set off the union dues.

CHAPTER 6 JOB CLASSIFICATION AND ASSESSMENT

Article 32 Job Classification System

32.1 The Dredging Job Classification System applies to this agreement. This Job Classification System is characterised by a job structure in which all of the positions frequently occurring are assessed. The positions can be found in annex 3 and 4 of this agreement.

32.2 There is also a salary structure associated with the Job Classification System, which can be found in annex 1 of this agreement.

32.3 The classification, as intended in article 32.1 is confirmed to the employee in writing. The written confirmation consists of at least:
- classification in the job group;
- name of position;
- classification into pay scale and pay grade in accordance with the salary structure;
- the amount of any personal (guarantee) supplement.

32.4 If a combination of activities results in a position that is not included in the Dredging Job Classification System and this occurs with a substantial portion of employees in the dredging industry, this position shall be considered and included in the Dredging Job Classification System.

32.5 With regard to positions that are not specifically mentioned in annex 3 and 4 of this agreement, as far as possible, an alignment for the salary shall be sought with a position that, according to the nature of the activities and the circumstances under which the activities are performed, largely corresponds with a position that is mentioned in the annexes. The employee is in that case classified in the job group applicable for this position.

32.6 If it is not possible to find an alignment such as intended in article 32.5, an alignment is sought with a position in the CBA of another relevant business sector.

Article 33 Guarantee scheme and personal guarantee supplement

33.1 The guarantee scheme applies for everyone who was active in the sector on 31 December 2003. Employees who were active in the dredging industry on 31 December 2003 and have a basic wage that was higher than the basic weekly wage of the highest pay grade of the new pay scale into which they had been classified (on 1 January 2004), retain the pay level of the basic weekly wage of 31 December 2003. The difference between the old and new basic weekly wage is called the guarantee supplement.

33.2 The personal guarantee supplement is adjusted at the same time and by the same percentage as the basic wages.

33.3 The personal guarantee supplement is part of the set and regular wage received in the sense of the Social Security Financing Act (also after indexation and/or an initial increase of the wages, as a result of CBA agreements) that affects all of the arrangements associated with the wage.

33.4 The personal guarantee supplement decreases if the employee receives a promotion, and on the basis of this is classified into a higher pay scale. The supplement decreases by the amount of said promotion increase.

33.5 Employees reserve the right to the personal guarantee supplement if they change employers within the dredging industry.

33.6 The right to allocation or retention of the personal guarantee supplement expires if the employee:
- takes (early) retirement;
- takes voluntary redundancy and falls outside the scope of this agreement;
- has been unemployed for 12 consecutive months following involuntary redundancy;
- accepts a lower position with his/her current/former employer or with another employer.

Article 34 Assessment[2]

34.1 Employees are assessed according to the applicable assessment system within the company where they work.

34.2 The assessment system must be should be established within the company in a clear and straightforward manner, and must include at least the following assessment criteria:
- productivity/production ability;
- safety;
- expertise;
- cost awareness;
- collaboration;
- leadership (if relevant).

34.3 When commencing employment and in the year they are being assessed at the latest, employees must be made aware well in advance of the criteria on which they are being assessed.

34.4 In the event that a company does not have an assessment system or has an assessment system that does not comply with the criteria set out by the parties involved in this agreement, all employees of the company in question must automatically be assigned to a higher pay grade.

34.5 The individual employee who:
a. for at least 3 months prior to 1 April is in service with a company falling under the scope of this agreement, and
b. has not been assessed, or
c. has not been assessed in accordance with the system established by the parties,
is automatically assigned a higher pay grade as of 1 April.

Article 35 Pay Grade System

35.1 Each calendar year, an employee can move up a pay grade within his pay scale, until he has reached the highest pay grade in his scale. A higher pay grade can be reached in two ways:

Calendar year	Automatically	Assessment
Odd	Yes, on 1 April of the odd calendar year and if active in the sector on 1 January beforehand	No
Even	No	Yes, assessment period between 1 April of the odd calendar year and 1 April of the even calendar year

35.2 The parties to this agreement reserve the right in the future to deviate from 1 April as the regular date for assigning a higher pay grade.

[2] The parties have designed a guide that can be requested from the CBA Parties Secretariat, Bezuidenhoutseweg 12, 2594 AV The Hague.

35.3 When promoted to a higher function group, there is a horizontal transition from one function group to another, plus one pay grade step.

Article 36 Complaints and disputes procedure assesment

36.1 Employees who have not received a higher pay grade on the basis of their assessment are able to file an objection with their employer.

36.2 If the employee's objections cited in the previous paragraph are not resolved or withdrawn, the employee can, together with his/her employer, present the dispute before the disputes committee, as intended in Article 6 of this CBA.

CHAPTER 7 HOLIDAYS, PUBLIC HOLIDAYS AND SPECIAL LEAVE

Article 37 Holiday and public holidays

37.1 Accrual of holidays

The accrual of holiday entitlement and extra holiday entitlement starts per calendar year from January 1 through December 31.

For the determination of the number of days of holiday, the week is deemed to contain five working days.

37.2 Holidays

Employees with an employment contract of an average of 36 hours per week (average working day equals 7.2 hours) are entitled to 20 statutory days of holiday and 6 additional days of holiday. This corresponds to 144 statutory and 43.2 non-statutory holiday hours per year.

For the continued payment of wages for holiday days, the reference wage for a representative period of 12 months immediately preceding the date of payment of holiday days is used.

In the event of different working hours or at the start/end of the employment contract in the course of a year, employees will receive the proportional amount of holidays. This also applies at the start/end of the employment contract during the month.

Over the calendar year 2024, the following employees are entitled to extra days of holiday in addition to the aforementioned number, up to a total of:

- employees born on or after 1 January 2006:	29 working days
- employees born in the period from 1 January 1965 up to and and including 31 December 1969:	41 working days
- employees born before 1 January 1965:	44 working days

The entitlement to extra days of holiday as referred to in this article takes effect on January 1st of the year in which the qualifying age is reached.

37.3 Public holidays

Employees in day- and shift work who do not work on weekends are entitled to a day off with continued payment of wages on the following generally recognized public holidays, insofar as these days do not fall on a Saturday or a Sunday: New Year's Day, Easter Monday, Ascension Day, Whit Monday, 1st Christmas Day and 2nd Christmas Day. King's Day counts as a normal working day, on which there is no right to leave, except in the event that King's Day is celebrated on a Monday.

Employees in day- and shift work who normally work at the weekend are entitled to a day off with continued payment of wages, even if these days fall on a Saturday or Sunday.
Public

For the continued payment of wages for public holiday days, the reference wage for a representative period of 12 months immediately preceding the date of payment of public holiday days is used.

When working on a public holidays, the wages are paid in accordance with the cba for the Dredging Industry and the public holiday is added to the holiday balance as a paid holiday.

37.4 Holiday allocation

The 20 statutory days of holiday (4x the weekly working hours) are allocated in time and employees must take these days as much as possible in the year in which they are accrued, but no later than six months after the year in which they are accrued.

An exception to this is possible for the situation in which employees work in a 4-shift system and have already taken sufficient system leave. If it is not possible to include these statutory days in the working schedule, the expiry period will be extended to 5 years after the date that these entitlements arise, in accordance with Article 7:640a of the Dutch Civil Code.

In addition, there is the option to pay out days. The value is calculated as follows: the reference wage as defined in article 1.13 divided by the number of days the employee is paid per calendar year.
Payment of unused vacation days or termination of employment is based on the reference salary over a period of 12 months, which is considered representative, immediately prior to the date of payment of vacation days or the end date of employment.

37.5 Requesting and taking holidays

Employees must take fifteen consecutive days of holiday during a consecutive period in the months of July and August. This holiday must be established in a timely fashion, and in mutual consultation.
The Dredging Joint Committee is authorised to grant dispensation from that which is stipulated in the previous paragraph.

Notwithstanding the stipulations in this article, at the employee's request and in consultation between the employee and the employer, a consecutive holiday period of fifteen days can be taken at another time.

Employees have the opportunity to take twenty consecutive days of holiday, provided that this does not conflict with company interests.

Before the consecutive summer holiday, the working time shall also finish at 19.00 hours. Following the consecutive summer holiday, the working time shall also commence at 09.00 hours. Before or after the summer holiday, on top of the three-week consecutive period the employer shall only take the rest period that is accrued when working in the preceding period based on the duty roster.

37.6 (Mandatory) days off

The days of holiday remaining after having taken the consecutive summer holiday are days off, which shall be spread over the holiday year in mutual consultation between the employer and the employee, `and with due consideration of the other stipulations of this article.

The following are assigned as compulsory days off in the holiday year 2024: 10 May and 27,30, and 31 December 2024.

The Dredging Joint Committee is authorised to grant dispensation from these compulsory leave days, provided the employer has submitted a request for this three weeks in advance. In the case of a leave day in accordance that which is determined above, employees working in shifts are reimbursed the travel expenses incurred based on public transport (second class) from the place of employment to the employee's home, and vice versa.

37.7 Inability to take holidays

Insofar as the employee is prevented from enjoying his holiday due to circumstances as referred to in Article 7:634 of the Dutch Civil Code up to and including 7:645 of the Dutch Civil Code, he must still be given a holiday at a time to be determined by the employer in consultation with the employee, provided that the employee communicated this to the employer before the commencement of the impediment, or it concerns days on which the employee was incapacitated for work.

37.8 Watchkeeping during summer holiday

If a crew member is on watchkeeping duty from Monday up to and including Friday during the summer holiday, he shall receive the wage that he would have earned on board during his/her own holiday.

A crew member who is on watchkeeping duty on equipment in the summer holiday shall as a rule take his consecutive summer holiday in the weeks immediately before or after the summer holiday period.

37.9 Other provisions regarding holidays

In the case of leave days being accrued with shift work in the Netherlands, employees are entitled to take these days freely (within the scope of this agreement) up to a

maximum of ten days annually, whereby these days must be taken in consultation with the employer. In the case of a situation of idleness, an employer cannot unilaterally assign leave days already accrued.

Employees who, following a period of working abroad have accrued insufficient holiday entitlement under the deployment conditions in order to be able to bridge a holiday period as cited in this agreement, are nevertheless given the opportunity to take the required days of holiday. These are settled with the holiday entitlement already accrued.

Article 38 Special leave

38.1 No wage is owed for the time during which employees have not performed the stipulated work. Articles 7:629 and 7:628 of the Civil Code shall likewise apply, although with due consideration of the stipulations in articles 21, 46 and 52 of this agreement.

38.2 Special leave with payment of wages
In the following cases the employer will reimburse special leave with payment up to a maximum of the indicated length of time, provided that the leave is used for the intended reasons. If an employee is entitled to special leave in accordance with article 38 and 39 of this agreement, this agreement remains applicable to the employee.

Special leave	**Reasons**
From the day of death up to and including the day of the funeral	a. in the event of the death of the employee's life partner; b. in the event of the death of the employee's child or foster child; c. in the event of the death of an employee's immediately family member, insofar as the employee is responsible for the funeral.
Five days	in the event of the employee's life partner giving birth
Two days	a. in the event of the employee marrying, provided this is announced ten days in advance; b. in the event of the death of one of the employee's parents or parents-in-law, insofar as the employee is not responsible for the funeral.
One day	a. provided this is announced ten days in advance: -in the event of the employee's 25th or 40th wedding anniversary; -in the event of the 25th, 40th, 50th and 60th wedding anniversary of the parents or parents-in-law of the employee, -in the event of the marriage of a child or adoptive child of the Employee; -in the event of the marriage of the employee's parent, parent-in-law, brother, brother-in-law, sister, sister-in-law or grandchild. b. -in the event of the death or for attending the funeral of one of the employee's grandparents or life partner; -in the event of the death or for attending the funeral of the employee's sister, bother, sister-in-law, brother-in-law, daughter-in-law, son-in-law or grandchild. c. in the event of 25 or 40 years of service.

38.3 Other special leave in agreement between employer and employee with payment of wages for the time needed:
- for the medical examination at the request of the employer;
- the visit to a health and safety doctor/company doctor on his own request or the request of the employer and fitting into the contract arrangements with the Arbo service/company doctor;
- for doing an exam in order to obtain a recognised qualification relating to the dredging sector;
- in the event of unforeseeable calamities in the family of the employee.

38.4 Other special leave in agreement between employer and employee with payment of wages for the needed time with a maximum of one day:

- at admission and discharge from the Hospital of the employee's partner;
- referral of an employee by his doctor for examination to a specialist or a medical consultation office.

38.5 Allowances for special leave with payment of wages

The period of paid leave referred to in the articles 38.2 to 38.4 is understood to mean: the value of a day as defined in article 37.4.

The employer will in addition reimburs the actual travel costs (second class) commuting for medical examinations and visit to the Arbo doctor/company doctor. Employees who, at the request of the employer or in order to comply with legal requirements to perform their duties, must undergo a medical examination on days off or days off will be compensated for the time spent on the medical examination and the travel time.

38.6 Pay for non performed work

In case the agreed work has not been done by a cause that in fairness is on behalf of the employer, the employee will receive up to four weeks 100% of the agreed fixed wage, including the average over the last 13 weeks immediately before this period received additional payments and overtime allowances. This allowance is up to the level of the maximum wage in the meaning of article 17 of the law financing social insurance. If the described situation persists after four weeks, the reward will be applied in accordance with article 21.2. For the clarity: This applies in case the employer can not offer any work.

Article 39 Special leave for terminal care and bereavement leave

39.1 Each employee is entitled to 10 days' paid leave in the event of the serious illness of a life partner, a child or immediate family member. In addition to the aforementioned leave, employees are also entitled to unpaid leave. The duration of unpaid leave shall be established in consultation between the employer and the employee.

39.2 Each employee is entitled to 10 days' paid leave for the end-of-life care of an ill life partner, child or immediate family member in a terminal phase.

39.3 Supplementary to that which is stated in articles 38.2 and 39.2 , each employee is entitled to 10 pays' paid bereavement leave in relation to the death of a life partner, child or immediate family member. In addition to the aforementioned leave, employees are also entitled to unpaid leave. The duration of unpaid leave shall be established in consultation between the employer and the employee.

39.4 In the case of a consecutive period of leave for terminal care and bereavement leave of a maximum 20 days, the entitlement to a day off as intended in article 38.2 expires.

39.5 The payment of wage intended in the articles 39.1 - 39.4 should be understood to mean the average wage over the previous thirteen weeks.

Article 40 Leave for trade union members

40.1 An trade union member of an employee organisation involved in this agreement can receive days off in order to attend a meeting or study meeting of his organisation, to which he has been personally invited.

40.2 In order to receive this leave, the trade union member in question shall consult with his employer in good time. The requested leave shall be permitted provided that this does not cause the equipment or the work to stop.

40.3 The leave intended in article 40.1 shall amount to a maximum of ten days annually. The employer shall continue to pay the employee the wage for five days; the employer is not obliged to reimburse pay lost over more days than this.

CHAPTER 8 TRAINING AND DEVELOPMENT

Article 41 Training

41.1 Employees who have been working at an employer for a period of twelve consecutive months receive the opportunity to take a two-day refresher or retraining course to be determined by the employer, which relates to the dredging industry, at the expense of the employee and with pay.

Employees who in any year do not use the abovementioned training days are entitled to take these days as training days in a subsequent year, whereby a progressive average of two days a year over a period of five years applies. It is determined in consultation with the employer when the course can be taken. If these days are not used, they will expire. There is no right to payment of these days.

41.2 Employees who at the employer's request take a course on leave days or days off are compensated for the time for the course as well as the travel time. The reward for a course day is equal to the basic salary and the service allowance.

41.3 The costs incurred for an employee who uses a collective (training) scheme, will not be settled with any transition fee in case of an actual dismissal by the employer.

41.4 The time spent on attending (digital) training by the employee at the invitation of the employer is regarded as working time.

Article 42 *Expired*

Article 43 Sustainable employability

43.1 Employers and workers ' representatives continue to invest in sustainable industrial relations and long-term employability. The next few years social partners will work out together the made appointments in the protocol "sustainable employability" as set out in annex 8 of this agreement.

CHAPTER 9 SAFETY AND HEALTH

Article 44 Working Conditions

44.1 In the case of activities with contaminated water bottoms, the safety regulations in accordance with the relevant CROW (information and technology centre for transport and infrastructure) publication 400 "Working in or with contaminated soil and contaminated (ground) water" ("Werken in of met verontreinigde grond en verontreinigd (grond)water") are applicable.

44.2 With activities as mentioned in article 44.1, in the case that significant measures have to be taken in order to protect skin and airways, a payment of €5.00 shall be allocated for each day work is performed in these conditions.

Article 45 Deployment of elderly

45.1 The employer has the best-endeavours obligation to encourage employees aged 55 and over to be spared from night work and overtime. This is to the extent that the employees in question deem this desirable. Where this is desirable and possible, the employer shall also encourage older employees to be assigned to train new employees.

45.2 Employees aged 40 or over are entitled to be medically examined every two years.

45.3 Employees aged 50 and over are entitled to be medically examined annually.

Article 46 Unworkable weather arrangement

46.1 In the event of weather conditions, under which or as a result of which it is impossible to work, the employer is obliged to continue to pay the employee the fixed agreed wage. These weather conditions cannot be a reason for dismissal.

46.2 a. The employer is exempt from the obligation to continue to pay wages if the following conditions are met on the day on which the extraordinary natural circumstance occurs:
- the non-performance of the agreed work is the result of extraordinary natural circumstances;
- the number of waiting days referred to in article 46.3 has expired;
- the employee concerned is entitled to a benefit on the basis of article 18 of the Unemployment Insurance Act (Werkloosheidswet) for the hours during which he cannot work; and
- in accordance with article 46 of the Unworkable Weather Arrangement, the employer has reported to the UWV every day on which work is not possible due to extraordinary natural circumstances. This is done by means of the form made available by the UWV. The notification is valid for the entire day.

b. On a day reported to UWV, the employer may not have the employee perform any (replacement) work.

c. The exemption under the first paragraph does not apply insofar as an employee is on leave or enjoys holidays.

46.3 Extraordinary natural circumstances and the waiting times to be observed are:
a. frost, sleet or snowfall in the period from 1 November to 31 March inclusive.
Waiting days: two working days in the aforementioned period during which work cannot be carried out due to frost, sleet or snowfall;
b. excessive rainfall, if it rains for at least 300 minutes on a working day between 07:00 and 19:00 during the calendar year in the zip code area in which the employee works.
Waiting days: 19 working days per calendar year, on which it is not possible to work due to excessive rainfall;
c. other extraordinary natural circumstances (including storm days, on which the KNMI has issued a code red warning).

Waiting days: two working days per calendar year, on which work cannot be carried out due to extraordinary natural circumstances other than frost, sleet, snowfall or excessive rainfall.

During periods of unworkable weather, public holidays or business closure days do not count as waiting days.

46.4 Unworkable weather during frost, black ice or snowfall is the case if one or more of the following circumstances occur in the period from 1 November to 31 March:
a. the measured temperature was lower than -3° Celsius between 00:00 and 07:00;
b. the measured temperature is -0.5° Celsius or lower at 07:00 and at 09:00;
c. the measured temperature is -1.5° Celsius or lower at 09:00 am;
d. the wind chill temperature is still -6°Centigrade or lower at 09:30 am at the latest. The condition does not apply that there must be frost (the apparent temperature according to the 09:30 measurement of the KNMI weather station in the zip code area of the project where the employee works is decisive);
e. it is freezing and roads or walkways are not in a passable condition;
f. it is freezing and there is a snow cover on the work object/workplace that cannot be removed with simple means;
g. it is freezing and the ground or water at the location of the work object/workplace is frozen;
h. there is black ice according to the measurement of the KNMI weather station in the zip code area.

46.5 The determination of a standard in this article is determined by the measurement of the KNMI weather station in the zip code area in which the work area where the employee is (or would be) employed is located.

46.6 For each full day on which work is not possible as a result of article 46.2, the employer will provide an advance on the benefit to be obtained from the UWV, plus a supplement to the unemployment benefit awarded to the employee. This supplement is at least 3/10th of the average basic weekly wage and service allowance applicable to that employee, which the employee received during the 13 weeks prior to the frost, if the unemployment benefit is less than that minimum level. Any excess advance paid by the employer can be settled by the employer afterwards. If and insofar as the UWV does not pay a pension premium for the Bedrijfstakpensioenfonds Waterbouw (Dredging Pension Fund) during unemployment due to frost, the employer will pay a premium to the Bedrijfstakpensioenfonds equal to the premium determined during the redundancy payment.

46.7 In implementation of the employer's obligation referred to in Article 46.6, the employee authorizes the employer to apply for and receive unemployment benefit on his behalf. If the employee does not authorize, the employer's obligation to supplement will lapse.
The employer is obliged to pay the unemployment benefit, including any employer supplement, as soon as possible.

CHAPTER 10 INCAPACITY TO WORK AND UNEMPLOYMENT

Article 47 Incapacity to work

47.1 Sickness notice to incapacity for work due to illness or accident

The employee who is unable to work due to incapacity to work due to illnis or accident, is required to report in sick. The employee does this for 10 am on the first day of incapacity for work or if this fails in any case on the first day of illness itself.

47.2 Payment in the event of incapacity to work

The employee who is unable to carry out his own work or replacement work due to incapacity of work, receives for up to 104 weeks from his employer payment of (a part) of his wage.

47.3 Replenishment arrangements to incapacity for work

In the **first year of illness**, for a maximum of 52 weeks the employee receives from the employer 100% of the reference wage in accordance with art. 1.13. These payments amount at the most to a supplement up to the level of the maximum wage in the sense of Article 17 of the Social Security Financing Act.

During the **second year of illness** (53-104 weeks), 70% of the reference wage in accordance with art. 1.13 is paid. These payments amount at the most to a supplement up to the level of the maximum wage in the sense of Article 17 of the Social Security Financing Act.

For both years of illness the holiday accrual continues during the entire period as if the employee had worked.

If an employee after an illness period completely returns to work and gives notice of illness again within 28 days for the same reason as at his first sickness, he will receive the same wage as at the first notices of illness.

There will be no build-up or reduction of system leave during the period of illness. If the employee has not accrued sufficient system leave days to bridge the system leave period after an illness, the employee will receive the basic salary plus service allowance in accordance with article 18 of this CBA.

47.4 Reintegration to incapacity for work

In the case of reintegration following illness, the following basic principles apply to a scheme to be drawn up by the parties of this agreement:

a. the employer shall join a legally recognised reintegration firm;
b. an employee whose employer has still not compiled a reintegration plan three months after that employee reports sick receives the entitlement to attend a legally recognised reintegration firm for training, guidance and mediation. The costs of this – up to a maximum of the statutory reinstatement budget – are borne by the employer in question. The employee shall not be directly involved in settling this.
c. If the employee consult a disability decision expert of the UWV, the costs will be reimbursed by the employer.

In the event of successful reintegration, the employee is eligible for a one-off reintegration bonus of 30% of the set agreed wage. This is over the period from the first day of the second year of illness, up to and including the moment of successful reintegration.

47.5 Deviating arrangements to incapacity for work

Notwithstanding the above, the second period of 52 weeks is extended up to a maximum of 104 weeks. There may be an extension of the second period of 52 weeks in the following two specific cases:

a. in the event that the UWV benefit payment body believes that the employer has made insufficient effort to reintegrate the sick employee, and based on this the UWV benefit payment body refuses to start the invalidity benefits (WAO), or "work and income according to labour capacity" (WIA) procedure of the employee in question.
b. in the event that the employee in question and the employer jointly decide that there are reasons not yet to start the WAO or WIA request, since the end of the incapacity

for work is predicted within a foreseeable time.

47.6 Other arrangements to incapacity for work

If, on medical advice, an employee incapacitated for work has to be transported, the transportation costs from and – on recovery – to work are reimbursed by the employer.

If an employee is incapacitated for work at the place of employment or to and from work, and for medical reasons cannot be transported home, if this situation lasts longer than one week, the employee's life partner of another family member is given the opportunity to visit him or her once a week at the expense of the employer. The employer does not owe this payment if the UWV benefit payment body pays these expenses.

If, during the course of his/her employment, an employee becomes wholly or partially incapacitated for his/her role, his/her employer shall seek opportunities within the company (or potentially the sector) in order to find suitable work for this employee.

During the course of this agreement, the employee who is allocated an incapacity for work benefit payment based on the WAO or the WIA shall receive a supplement for a number of years. The sum of this supplement and the conditions under which this may be obtained are included in the Regulations "Supplementary Regulation WAO-WIA".

Employees who on 1 January of any year are entitled to a WAO or WIA payment, and to whom the start of the incapacity for work of this agreement recently applied, have the right to a year-end payment, of which the further conditions are included in the Regulations "Supplementary Regulation WAO-WIA" of the Stichting Fondsenbeheer Waterbouw (SFW) (Dredging Funds Management Foundation).

Article 48 Reintegration plan

48.1 If, for a sick employee to return to the work process, a so-called plan of return is drawn up, the sick employee and his employer are obliged to collaborate on this.

48.2 The employer shall not be permitted to use the employees' illness risks as a selection criterion in its employment and dismissal policy.

Article 49 Collective Labor Agreement PAWW and PAWW regulation

49.1 For the dredging industry agreements have been made on the private supplement WW/WGA by means of a Collective Labor Agreement. The Private WW and WGA Supplement (PAWW) compensates for the reduction of these benefits resulting from legislation from 2016.
This collective agreement (cao PAWW sector 3.01, AVV-besluit van 28-7-2022, Stcrt. 2-8-2022, nr. 18028) has the same scope as this Collective Labor Agreement. The PAWW Foundation (SPAWW) is responsible for implementing the collective labor agreement PAWW.

The employer must register with SPAWW and deduct the PAWW contribution from the gross salary of the employees. The contribution goes into the national PAWW fund. The financing of PAWW benefits is based on a pay-as-you-go system: this means that the employees bear the burden of the current benefits.

Information about the PAWW scheme can be found on the website https://spaww.nl.

Article 50 Best-endeavours obligation to engage employees estranged from the job market

50.1 The companies in the sector are entered into an obligation to employ contract workers with distance to the labour market (Wajongers) or to give them a work experience placement. These are positions on shore or office, not on board of ships.

CHAPTER 11 SECTOR SPECIFIC SCHEMES AND PENSION

Article 51 Social Funds and premium obligations

51.1 There are two CBA's concerning sector-specific regulations for the Dredging Industry: one for the O&O Fund Waterbouw (CAO BTER O&O-Fonds Waterbouw) and another for the RVU Waterbouw (CAO BTER RVU Waterbouw).

51.2 In the CBA's BTER rules are set with regard to the implementation of the regulations of the Stichting Opleidings- en Ontwikkelingsfonds Waterbouw (The Dredging Training and Development Foundation) and the Stichting Vervroegde Uittreding (RVU) Waterbouw (Early Retirement Foundation for the Dredging Industry).

Article 52 Pension schemes

52.1 The "Stichting Bedrijfspensioenfonds Waterbouw (BPF)" (Dredging Pension Fund Foundation) has been established by the parties to this agreement. This foundation is administrated by Visma Idella, which in relation to this implements the following regulations, among others:

- BPF Dredging pension regulations
- Conditions for regulations of surviving dependant's pension
- Regulations "Supplementary Regulation WAO-WIA"

The Pension Regulations provide an old-age pension with a jointly insured next-of-kin pension based on an average wage with a pension commencement date that is the same as the AOW commencement date for the employee in question; paid for by both the employer and the employee.
The savings pension scheme applies to employees born on or after 1 January 1950, and the employee pays the premium.

52.2 The further conditions for being eligible for his scheme have been included in the BPF regulations concerned, as mentioned in article 52.1.

52.3 The employer is obliged to deduct the premium(s) established by the management to the fund. The employer is entitled to deduct the share of the premium stated in the regulations from the employee's pay.

52.4 The amount of the premium(s) as cited in article 52.1 is set periodically by the management of the pension fund.

Article 53 Pension accrual during second year of illness

53.1 In the case of incapacity for work, in the second year of illness pension accrual occurs based on the pension basis as was applicable during the first year of illness, as intended in Article 47 of this agreement.

Article 54 Pension accrual in the event of parental leave

54.1 In the case of parental leave full pension accrual occurs, whereby the employee's share of the pension premium remains at the level prior to the parental leave.

CHAPTER 12 EMPLOYEE PARTICIPATION AND TRADE UNION WORK

Article 55 Workplace-level trade union work

Based on consensus between the parties on the basic principles following below for workplace-level trade union work, the following facilities and regulations apply:

55.1 The aim of the workplace-level trade union work is to achieve a more structured and better communication between:
a. the employee organisations party to this agreement and their members;
b. the trade-union members concerned mutually, including selected members of the works council, insofar as they are part of these employee organisations.

55.2 The workplace-level trade union work relates to the internal organisation of the employee organisations with regard to communication. The parties work on the principle that the existing communication and consultation structure, and the arrangements resulting from this, shall not be affected. The progress of the activities shall not be impeded by this. This applies within the company, between the parties in this agreement and for works councils.

55.3 Contact between the company and the employee organisations shall continue to pass between the company management and the wage-earning trade-union officials.
Following prior consultation with the company management, the wage-earning trade union official can, in special cases, be accompanied by a confidential representative.
Direct contact between the confidential representative and the company official is restricted to internal matters concerning the facilities mentioned below.

55.4 The employee organisations party to this agreement can appoint anyone from their set of members within any company and/or work project, who is eligible for this, as a confidential representative. The company is notified of this appointment in advance.

55.5 The confidential representative cannot also be a member of the works council.

55.6 The confidential representative can, within the company, have contact with other members of his/her organisation(s) working in the company, but outside of working hours.

55.7 The confidential representative can have contact during working hours with members of the works council, if this is on the initiative of those members.

55.8 If circumstances make this impossible outside working hours in the short term, following consultation with the employer the confidential person can have contact with the wage-earning officials of his/her organisation during working hours.

55.9 The confidential representative shall, within reason, make use of the opportunity to receive a paid day off for the activities cited in articles 55.7 and 55.8. This shall not exceed a maximum of five hours per month.

55.10 After this has been requested, the employer shall – as a rule outside company hours – make company space available for meetings with the members cited in article 55.6, or the wage-earning officials of the employee organisations cited in article 55.8.

55.11 In the event of a proposed dismissal of a confidential representative, other than in cases of mutual agreement, before requesting a dismissal permit from the UWV owing to Article 6 of the Extraordinary Decree on Labour Relations, the employer shall first hold a consultation on this with the employee organisation involved.
If the employee organisation is unable to accept that the dismissal is not related to the role of trade union confidential representative, this shall result in a dispute as intended in article 6 of this agreement, and this dispute must be settled by the advice committee mentioned in article 6.

55.12 The company may suspend the facilities granted in the case that the employee organisations or the confidential representative fails to abide by the established rules or existing arrangements, or is otherwise in a conflictual situation with the company.

Article 56 Employment consultation within the company

56.1 Insofar as not set out in this agreement, the employer undertakes to present to the works council in the manner corresponding with the stipulations in the Works Council Act concerning each of the following subjects:

- the annual plan (future expectations with regard to employment, order book and investments);
- the financial statements (evaluation of the annual plan);
- the social policy;
- the working hours, division of working hours, shifts;
- execution of works in progress.

56.2 Supplementary to article 16 paragraph 1 of the Works Councils Act, the majority of the selected members of the works council can involve expert representatives of employee organisations that are party to this agreement, in a consultation on the subjects cited in article 56.1.

56.3 The employer furthermore undertakes promptly to provide the employee organisations with information on all of the proposed decisions that might radically influence the scope and content of employment within the company. This does not apply in the event of a project being terminated.

Article 57 Employee Participation

57.1 Employers with Workers' Representation (10 – 50 employees) are advised to encourage the training deemed necessary and the mutual deliberation of the Workers' Representation members.

Article 58 Mergers and business closures

58.1 With regard to mergers, business transfer and business closures, the valid SER Merger Rules shall apply.

CHAPTER 13 AGREEMENT BETWEEN PARTIES

Article 59 Obligations of the employee organisations

59.1 The employee organisations named in this agreement undertake to observe all of the obligations resulting from or associated with this agreement in good faith.

59.2 During the time that the provisions of this agreement are in force, the aforementioned employee organisations furthermore undertake not to perform any actions or apply and not to apply any strikes with members of a party on the one side, the aim of which is to bring about amendments to this agreement, nor to support employers and employees who might wish to proceed to this.

Article 60 Employer obligations

60.1 The employers referred to in this agreement commit themselves to observe all of the obligations resulting from or associated with this agreement in good faith.

60.2 The aforementioned employers furthermore undertake for the duration of this agreement not to apply any exclusion to employees who are members of one of the employee organisations party to this agreement, nor in any way to provide support if one or more employers should wish to proceed to do this.

60.3 Employers shall not engage employees who are not a member of one of the employee organisations named in this agreement differently from the terms of employment such as those described in this agreement.

60.4 The employer hiring in labour force must ensure that the employment agency applies the terms of employment in accordance with this agreement to the labour force hired in by the employer.

Article 61 Deviating arrangements

61.1 The parties involved in this agreement have agreed that employers that wish to introduce an employment conditions package deviating from this agreement for high CBA positions are given the opportunity to do so. This is on the condition that negative deviations from components of the employment conditions package regarding this agreement must be agreed with the employee organisations.

Article 62 Consultation

62.1 Employee and employer organisations undertake to convene periodically in order to consult on the employment situation in the sector and the consequences of this for the companies (the ”Breed Overleg”). This is where all of the issues can be discussed that lie within the sphere of influence and responsibility of the employee and employer organisations.

Thus agreed in Papendrecht on may 28th 2024 and signed in triplicate afterwards

On the one side
the employers' organisation

P.A.M. Berdowski

On the other side
the workers' organisations

FNV Waterbouw
C. Ramdas

CNV VAKMENSEN
G. Lokhorst

ANNEXES

ANNEX 1 SALARY TABLES

Change of wages as of 1 april 2024

Increase by 5%

Function group A	Basic wage	Hourly wage I 100%	Hourly wage II 105%	Hourly wage III 112,50%	Hourly wage IV 150%	Hourly wage V 175%	Hourly wage VI 90,75%	Hourly wage VII 18,50%
A 1	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
A 2	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
A 3	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
A 4	954,72	26,52	27,85	29,84	39,78	46,41	24,07	4,91
A 5	986,76	27,41	28,78	30,84	41,12	47,97	24,87	5,07
A 6	1017,00	28,25	29,66	31,78	42,38	49,44	25,64	5,23
A 7	1047,60	29,10	30,56	32,74	43,65	50,93	26,41	5,38
A 8	1077,48	29,93	31,43	33,67	44,90	52,38	27,16	5,54
A 9	1109,52	30,82	32,36	34,67	46,23	53,94	27,97	5,70
A10	1139,76	31,66	33,24	35,62	47,49	55,41	28,73	5,86

Function group B	Basic wage	Hourly wage I 100%	Hourly wage II 105%	Hourly wage III 112,50%	Hourly wage IV 150%	Hourly wage V 175%	Hourly wage VI 90,75%	Hourly wage VII 18,50%
B 1	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
B 2	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
B 3	867,60	24,10	25,31	27,11	36,15	42,18	21,87	4,46
B 4	890,64	24,74	25,98	27,83	37,11	43,30	22,45	4,58
B 5	914,40	25,40	26,67	28,58	38,10	44,45	23,05	4,70
B 6	937,08	26,03	27,33	29,28	39,05	45,55	23,62	4,82
B 7	959,40	26,65	27,98	29,98	39,98	46,64	24,18	4,93
B 8	982,44	27,29	28,65	30,70	40,94	47,76	24,77	5,05
B 9	1005,84	27,94	29,34	31,43	41,91	48,90	25,36	5,17
B10	1027,80	28,55	29,98	32,12	42,83	49,96	25,91	5,28

Function group C	Basic wage	Hourly wage I 100%	Hourly wage II 105%	Hourly wage III 112,50%	Hourly wage IV 150%	Hourly wage V 175%	Hourly wage VI 90,75%	Hourly wage VII 18,50%
C 1	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
C 2	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
C 3	790,20	21,95	23,05	24,69	32,93	38,41	19,92	4,06
C 4	812,16	22,56	23,69	25,38	33,84	39,48	20,47	4,17
C 5	833,40	23,15	24,31	26,04	34,73	40,51	21,01	4,28
C 6	855,72	23,77	24,96	26,74	35,66	41,60	21,57	4,40
C 7	874,08	24,28	25,49	27,32	36,42	42,49	22,03	4,49
C 8	898,92	24,97	26,22	28,09	37,46	43,70	22,66	4,62
C 9	916,92	25,47	26,74	28,65	38,21	44,57	23,11	4,71
C 10	937,44	26,04	27,34	29,30	39,06	45,57	23,63	4,82

Function group D	Basic wage	Hourly wage I 100%	Hourly wage II 105%	Hourly wage III 112,50%	Hourly wage IV 150%	Hourly wage V 175%	Hourly wage VI 90,75%	Hourly wage VII 18,50%
D 1	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
D 2	737,28	20,48	21,50	23,04	30,72	35,84	18,59	3,79
D 3	754,20	20,95	22,00	23,57	31,43	36,66	19,01	3,88
D 4	771,12	21,42	22,49	24,10	32,13	37,49	19,44	3,96
D 5	786,60	21,85	22,94	24,58	32,78	38,24	19,83	4,04
D 6	806,76	22,41	23,53	25,21	33,62	39,22	20,34	4,15
D 7	820,44	22,79	23,93	25,64	34,19	39,88	20,68	4,22
D 8	837,36	23,26	24,42	26,17	34,89	40,71	21,11	4,30
D 9	856,08	23,78	24,97	26,75	35,67	41,62	21,58	4,40
D 10	871,56	24,21	25,42	27,24	36,32	42,37	21,97	4,48

Function group E	Basic wage	Hourly wage I 100%	Hourly wage II 105%	Hourly wage III 112,50%	Hourly wage IV 150%	Hourly wage V 175%	Hourly wage VI 90,75%	Hourly wage VII 18,50%
E 1	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
E 2	695,16	19,31	20,28	21,72	28,97	33,79	17,52	3,57
E 3	711,72	19,77	20,76	22,24	29,66	34,60	17,94	3,66
E 4	729,00	20,25	21,26	22,78	30,38	35,44	18,38	3,75
E 5	742,68	20,63	21,66	23,21	30,95	36,10	18,72	3,82
E 6	759,96	21,11	22,17	23,75	31,67	36,94	19,16	3,91
E 7	775,80	21,55	22,63	24,24	32,33	37,71	19,56	3,99
E 8	790,56	21,96	23,06	24,71	32,94	38,43	19,93	4,06
E 9	808,56	22,46	23,58	25,27	33,69	39,31	20,38	4,16

Function group F	Basic wage	Hourly wage I 100%	Hourly wage II 105%	Hourly wage III 112,50%	Hourly wage IV 150%	Hourly wage V 175%	Hourly wage VI 90,75%	Hourly wage VII 18,50%
F 1	656,28	18,23	19,14	20,51	27,35	31,90	16,54	3,37
F 2	671,40	18,65	19,58	20,98	27,98	32,64	16,92	3,45
F 3	681,84	18,94	19,89	21,31	28,41	33,15	17,19	3,50
F 4	695,16	19,31	20,28	21,72	28,97	33,79	17,52	3,57
F 5	710,28	19,73	20,72	22,20	29,60	34,53	17,90	3,65
F 6	722,88	20,08	21,08	22,59	30,12	35,14	18,22	3,71
F 7	735,84	20,44	21,46	23,00	30,66	35,77	18,55	3,78
F 8	748,44	20,79	21,83	23,39	31,19	36,38	18,87	3,85
F 9	762,12	21,17	22,23	23,82	31,76	37,05	19,21	3,92

Function group G	Basic wage	Hourly wage I 100%	Hourly wage II 105%	Hourly wage III 112,50%	Hourly wage IV 150%	Hourly wage V 175%	Hourly wage VI 90,75%	Hourly wage VII 18,50%
G 1	633,60	17,60	18,48	19,80	26,40	30,80	15,97	3,26
G 2	644,04	17,89	18,78	20,13	26,84	31,31	16,24	3,31
G 3	659,16	18,31	19,23	20,60	27,47	32,04	16,62	3,39
G 4	672,48	18,68	19,61	21,02	28,02	32,69	16,95	3,46
G 5	683,28	18,98	19,93	21,35	28,47	33,22	17,22	3,51
G 6	695,52	19,32	20,29	21,74	28,98	33,81	17,53	3,57
G 7	710,28	19,73	20,72	22,20	29,60	34,53	17,90	3,65
G 8	722,16	20,06	21,06	22,57	30,09	35,11	18,20	3,71
G 9	734,76	20,41	21,43	22,96	30,62	35,72	18,52	3,78

ANNEX 2 EXPLANATION OF WORKING HOURS FOR FOUR-SHIFT ROSTER

The starting point in this CBA is an average working time of 36 hours per week. The remuneration in all duty rosters is based on a basic working week of 36 hours after deduction of break hours in accordance with article 14.3. The basic wage per week is indicated per function group in the wage tables in appendix 1.

When working in various duty rosters, a duty roster supplement is awarded which includes working extra hours (above the average of 36 hours per week) and irregularity.

Number of working hours in the four-shift roster
In the four-shift roster, 84 hours are worked one week, and no work the next week. One day of system leave is accrued for each day of work.

In the working week, 1 hour of break is calculated per day (in accordance with article 14.3), which means that there are not 12 hours worked, but 11 hours worked. In total, there are 7 break hours per working week. The hour of break is included in the remuneration.

The average number of hours worked in two weeks is then: 84 hours minus 7 break hours = 77 hours.
On a weekly basis, the net working time is:

77 hours / 2 = 38.5 hours

Because this means 2.5 hours more per week than the average 36 hours, for every 4 weeks in the four-shift roster (2 weeks on and 2 weeks off) there is a right to one day off at a reward of 1/5 of the applicable four-shift wage. This day off can be taken in consultation with the employer.

The reward of 1/5 of the applicable four-shift wage amounts to 1/5 of the basic weekly wage, based on 36 hours (7.2 hours) plus 7.3% service allowance, 43% shift allowance and 1/5 of the €60 bonus.

The award of the bonus of €60 per week was historically determined when this four-shift roster was introduced.

ANNEX 3 JOB CLASSIFICATION DREDGING INDUSTRY

	Nautical Positions	**Engineering positions**	**Dredging positions**	**Inland navigation Positions**	**Other Positions**
A+	Captain > 20 employees		Chief skipper > 20 employees		
	Captain 10-20 employees				
A	Captain 4-10 employees	Chief engineer (> 5 employees)	Chief skipper stationary equipment (10-20 employees)		
B	1st Officer	Chief engineer (3-5 employees)	Chief skipper stationary equipment (4-< 10 employees)		**All-round ships electrician**
		Chief engineer (< 3 employees)	1st skipper Self-propelled cutter		
		1st engineer (3 or more employees)			
C		1st engineer (< 3 employees)	1st skipper stationary equipment	Captain/skipper inland navigation (self-propelled production equipment)	Ships electrician
			Dredger master		
	Captain seafaring aid equipment SMBW (= skipper, operator limited scope)				
D.	2nd Officer	2nd engineer	1st skipper-engineer stationary equipment	Captain/skipper Inland navigation (barge/ tug/push boat)	Ship's cook
		Engineer intermediate station	2nd skipper stationary equipment		Ships Electrician
			Skipper small (scale) equipment		
			Deposit site master		
E	3rd Officer	3rd Engineer	Pipe operator	Mate-motor-operator inland navigation (self-propelled equipment)	Assistant ship electrician
	Boatswain		2nd skipper/engineer stationary equipment	Skipper Equipment	Earth-moving machinery operator
					Ironworker/welder
					Mechanic (mechanical engineering)
					Dredging Specialist
F	Able Seaman		3rd skipper stationary equipment	Inland sailor	Driver
				Assistant Skipper small-scale equipment	Welder
					Warehouse & shipping worker
G				Inland assistant sailor	Assistant
					Assistant specialist, Dredging

ANNEX 4 DREDGING JOB DESCRIPTIONS

The below job descriptions are no more than a broad definition of the activities that are characteristic of the various positions.

This overview of positions in the dredging industry identifies the following position families:
Nautical positions
Engineering positions
Dredging positions
Inland navigation positions
Other positions

NAUTICAL POSITIONS

Captain
In the dredging industry, there are three grades of captains:
a. captains who manage four to ten employees (on aid equipment, among other things);
b. captains who manage ten to twenty employees;
c. captains who manage more than twenty employees.

Job description:
ad a) bearing final responsibility for operational management (both nautical and regarding the dredging process), coordinating operational and non-operational and nautical and administrative activities, and consulting with the project management.

ad b) bearing final responsibility for operational management (both nautical and regarding the dredging process), coordinating principally non-operational, nautical and administrative activities, and consulting with the project management.

ad c) bearing final responsibility for operational management (both nautical and regarding the dredging process), coordinating non-operational, nautical and administrative activities, and consulting with the project management.

Captain seafaring aid equipment SMBW (= skipper, operator limited scope)
Job description: final responsibility for operational management on board in limited scope; manages a small team (operator, seaman).

First Officer
Job description: bearing end responsibility for the watch and coordinating operational duties, including administrative duties corresponding to watchkeeping.

Second Officer
Job description: performing the operational duties under the responsibility of the first mate, and managing the deck activities.

Third Officer
Job description: providing support to the first and second mate, performing operational duties including deck activities, and if necessary replacing the second mate.

Boatswain
Job description: coordinating deck activities, and performing the stock management of components.

Able Seaman dredging industry
Job description: performing maintenance activities and deck activities, assisting with mooring and anchoring, and linking the (sand carrying) quay connections.

ENGINEERING POSITIONS

Chief Engineer
Within the framework of the STCW '95, this position is referred to internationally as the First Engineer.
There are three grades of chief engineers in the dredging industry:
a. chief engineers who manage fewer than three employees;
b. chief engineers who manage three up to and including five employees;
c. chief engineers who manage more than five employees.

ad a) Job description: bearing end responsibility for the technical systems on board, and coordinating and performing operational and non-operational, engineering and administrative activities.

ad b) Job description: bearing final responsibility for the technical systems on board, and coordinating principally non-operational, engineering and administrative activities.

ad c) Job description: bearing end responsibility for the technical systems on board, and coordinating non-operational, engineering and administrative activities.

First engineer
Within the framework of the STCW '95, this position is referred to internationally as Second Engineer.
There are two grades of first engineers in the dredging industry:

a. the first engineer who (potentially) manages fewer than three employees;
b. the first engineer who manages three or more employees.

ad a) Job description: bearing final responsibility for the watch in the machine room, and coordinating and performing maintenance activities and administrative duties corresponding to watch-keeping.

ad b) Job description: bearing end responsibility for the watch in the machine room, coordinating and performing the watch-keeping in the control room, and coordinating and performing administrative duties corresponding to watch-keeping.

Second engineer
Within the framework of the STCW '95, this position is referred to internationally as Third Engineer.
Job description: coordinating and performing activities under the responsibility
of the first engineer, coordinating and performing maintenance activities, and managing operational machine-room staff.

Third engineer
Within the framework of the STCW '95, this position is referred to internationally as Fourth Engineer.
Job description: providing support to the first and second engineers, performing maintenance activities, and where necessary replacing the second engineer in managing machine-room staff.

DREDGING POSITIONS

Chief skipper stationary equipment
There are three grades of chief skippers for stationary equipment in the dredging industry:

a. the chief skipper stationary equipment who manages four up to and including ten employees;
b. the chief skipper stationary material who manages eleven up to and including twenty employees;
c. the chief skipper stationary equipment (self-propelled) who manages more than twenty employees.

ad a) Job description: bearing final responsibility for management, supervising skippers and engineers, coordinating and performing operational and non-operational duties, coordinating and performing administrative duties, consulting with project management.

ad b) Job description: bearing final responsibility for management, supervising skippers and engineers, coordinating and performing non-operational duties, coordinating and performing administrative duties, consulting with project management.

ad c) Job description: bearing final responsibility for management, supervising skippers and engineers, coordinating nautical duties, coordinating non-operational duties, coordinating administrative duties, consulting with project management.

First skipper self-propelled cutter
Job description: bearing responsibility for the watch, and coordinating and performing operational duties, including the administrative duties corresponding to the watch shift.

First skipper stationary equipment
Job description: bearing responsibility for the watch, and coordinating and performing operational duties, including the administrative duties corresponding to the watch shift.

Dredging master
Job description: manages the production process on a hopper and all maintenance and repair activities on deck and on dredging installations, under the responsibility of the captain.

First skipper-engineer stationary equipment
Job description: bearing final responsibility for the watch above and below deck, performing operational duties, performing maintenance activities including the administrative duties corresponding to the watch shift, and if necessary consulting with the project management.

Second skipper stationary equipment
Job description: performing activities under the responsibility of the first skipper, if necessary substituting the first skipper in performing operational activities, and coordinating the activities on floating pipes, etc.

Skipper small-scale stationary equipment
The skipper small-scale stationary equipment can be found in the dredging industry on one hand as a single position and on the other hand as a position whereby a small team must be managed (fewer than four employees). Job description: performing operational activities, and where necessary performing activities on aid equipment.

Deposit site master
Job description: bearing end responsibility for the deposit site, coordinating activities on the wet deposit site (whereby the deposit site master operates independently or with a number of colleagues), and performing administrative activities relating to the deposit equipment used.

Engineer intermediate station
Job description: bearing responsibility for managing the intermediate station, performing maintenance activities and administrative duties, and maintaining contract with the suction dredger(s).

Pipe operator
Job description: operating the suction equipment on the trailer hopper suction dredger, and (potentially) performing activities on deck and on the dredging installation(s).

Second skipper-engineer stationary equipment
Job description: performing activities under the responsibility of the first skipper-engineer, if necessary substituting the first skipper-engineer with operational duties, performing maintenance activities, and performing activities outboard.

Third skipper stationary equipment
Job description: offering support to the first and second skipper, and performing activities both inboard and outboard.

INLAND NAVIGATION POSITIONS

Captain/skipper inland navigation (self-propelled production equipment)
The captain/skipper inland navigation (self-propelled production equipment) can be found in the dredging industry on trailer suction hopper dredgers, stone dumpers and crane ships.
Job description: bearing final responsibility for management, coordinating and performing administrative duties, and coordinating and performing other activities that are related to the equipment type.

Captain/skipper inland navigation (barge and tug & push boats)
Job description: bearing final responsibility for management (where applicable, including sand extraction), coordinating and performing operational and administrative duties, and coordinating and performing other activities that are related to the equipment type.

Mate motor-operator inland navigation (self-propelled equipment)
Job description: performing activities under the responsibility of the captain/skipper inland navigation, performing maintenance activities and monitoring activities in the machine room, and if necessary substituting the skipper with operational duties.

Skipper aid equipment
The skipper aid equipment is found in the dredging industry on flat boats, pug and push flat boats, multicats.
Job description: bearing responsibility for the equipment (potentially with assistance from a seaman), performing operational and administrative duties, and performing other activities that are related to equipment type.

Inland sailor dredging industry
Job description: performing maintenance activities and deck activities, assisting with mooring and anchoring, and linking the (sand carrying) quay connections.

Assistant skipper small-scale stationary equipment
Job description: supporting the skipper in performing operational duties, if necessary substituting the skipper in performing operational duties, performing maintenance activities, and monitoring the machine room.

Inland assistant sailor
Job description: assisting with performing activities on board carried out by other crew members.

OTHER POSITIONS

All-round ship's electrical engineer
Job description: independently performing electronics activities under the responsibility of the chief engineer; deployable on all types of equipment. Supervises his/her own and/or hired-in employees.

Ship's electrical engineer
Job description: performing electronics activities under the responsibility of the chief engineer or the workplace supervisor, on certain types of equipment.

Ship's Cook
Job description: bearing responsibility for managing the stock of the ship's galley and preparing/providing food for ten people or more, potentially managing assistants, coordinating and performing other household duties on board, performing administrative tasks, and consulting with the captain.

Ship's electrician
Job description: performing electro-technical activities under the responsibility of the chief engineer or the workplace supervisor.

Assistant ship's electrical engineer
Job description: assisting the ship's electrical engineer in performing activities.

Earth-moving machinery operator
Job description: operating and performing daily maintenance to the hydraulic crane and/or the cable crane and/or the bulldozer and/or the shovel.

Ironworker/welder
Job description: performing construction activities under the responsibility of the workplace supervisor.

Mechanic (mechanical engineering)
Job description: performing mechanical activities under the responsibility of the workplace supervisor.

Dredging Industry specialist
Job description: performing activities in the field of excavations and/or fascine filling and/or stone setting.

Driver
Job description: performing driver activities on contractor equipment.

Welder
Job description: performing welding activities under the responsibility of the workplace supervisor or the boatswain.

Warehouse & shipping workers
Job description: performing warehouse and shipping activities under the responsibility of the warehouse Supervisor.

Assistant
Job description: assisting the ship's cook in performing activities.

Assistant specialist, dredging industry
Job description: assisting the dredging industry specialist or the deposit site master in performing activities.

ANNEX 5 TRAINEE SCHEME 2024 – 2025

1. Application

Considered as trainees to whom this scheme applies are those studying at a maritime mbo or hbo institution who can fulfill a CBA-position in the dredging industry after their training and who perform a period of practical work in the dredging industry within the framework of a work placement scheme.

For students at corresponding hbo institutions and institutions offering the theoretical track in vocational education (BOL), although excluding part-time courses at this level, these regulations will as far as possible equally apply to practical training (professional practice training) in the dredging industry, within the scope of a work placement scheme.

2. Definitions

Work placement:
The work placement is part of the learning process, and learning occurs in practice under the responsibility of the school. Should it be required that the trainee possesses a Basic Safety certificate, the school must see to this. Companies may refuse non-certified trainees.

3. Remuneration

The remuneration to the trainee is intended to compensate the extra costs arising from the work placement. It is not the intention that the trainee performs paid activities within the framework of the work placement. Trainees do not have an employment contract in the sense of the Civil Code; *in tax terms* a *fictitious employment* also applies for them.
For trainees a maximum payment is recommended:

	As per 1 April 2024
Remuneration trainees weekly	€ 107,22
Remuneration trainees monthly	€ 445,82

The placement provider has tax obligations in this respect.

4. Travel expenses payment

In the case that, with the placement provider's approval, the trainee regularly travels to and from the work-placement location, the travel expenses incurred for this can be reimbursed in accordance with the applicable placement provider regulations.
The travel expenses payment by the placement provider expires if another regulation provides for this, for instance if a public transport card is provided by the government in relation to studying.

5. Accommodation expenses payment

If the work placement is performed at such a location that the person concerned must incur (additional) accommodation costs, a maximum contribution to the costs can be paid out:

	As per 1 April 2024
Contribution accommodation trainees	€ 294,57

6. Payroll tax and deductions

Payroll tax:
The placement provider must apply payroll tax to the payments. Since trainees themselves have the option whether or not to apply the payroll tax allowance, it is advisable at the end of the year to examine whether they are eligible for claiming back excess payroll tax paid, and a potential correction of the payroll tax allowance applied. This is to be accomplished by requesting a TJ form the tax authorities.

Deductions: Trainees do not participate in sector-specific schemes, and deductions are not applicable. Trainees do not receive any holiday supplement, and business holidays do not provide entitlement to paid leave (see point 9)

7. Trainees and duty to insure as regards employee insurance

Sickness Benefits Act and Health Insurance Act:
Trainees are insured under the Sickness Benefits Act (ZW) on the condition that remuneration is received that does not exclusively consist in receiving instruction. The provision of the work-placement payment (Article 3) leads to compulsory insurance for the ZW. The compulsory insurance under the Health Insurance Act is a result of this. The nominal Health Insurance Act (ZVW) premium is paid by the trainee. In the event of illness, ZW-insured trainees are entitled to sickness benefits based on the welfare provisions of the ZW. There is no 'compulsory continued wage payment' for trainees.

WW and WIA:
Trainees are not obliged to be insured for unemployment benefits (WW) and invalidity benefits (WAO), or benefits under the work and income according to labour capacity act (WIA). In the event of incapacity for work, recourse can be made to the young disabled incapacity for work act.

SV premium levy:
The recommended expenses payments must also in principle be designated as wage in the sense of the social security (coordination) act (CSV). ZVW premium is owed on the portion of this that according to the provisions of the CSV can be designated as income assessable for social insurance (since 1 March 1996, a premium has no longer been levied for the ZW). No WW or WAO premium or WIA premium is due.

8. Liability in the event of accidents

Placement provider:
Each employer is to be held liable for industrial accidents, and the work-placement provider is usually insured for this. Information on liability and accident insurance is provided by insurance brokers and/or sector insurers.

Trainee:
It is recommended that trainees take out third-party liability insurance themselves as private individuals. Trainees should verify whether accident insurance has been taken out for them by their work-placement provider and/or educational institution.

9. Work-placement duration, days off and leave

Work-placement duration:
The work placement of BOL 4 includes 300 actual work-placement days. The first placement period preferably commences around 15 August. For HBO Nautical Training College students at least 360 days on water must be attained, of which a maximum of 60 days may be replaced with simulator time.

Days off:
Trainees receive paid days off during public holidays generally recognised in the Netherlands. Pay is not retained in the event of the company closing due to company holiday and scheduled days off, insofar as this applies to the work-placement provider. Business holiday and days lost do not count as work-placement time, unless activities are made available to replace the work-placement activities. Extraordinary and other leave must be arranged by the trainee in consultation with the work-placement providing company and potentially with the work-placement coordinator.

Educational leave:
For each period of 100 placement days, the work-placement provider shall give the trainee the opportunity to take part in educational activities for a maximum of 10 placement days, retaining pay. These are considered as actual placement days.

ANNEX 6 EXEMPTION SCHEME NATIONALATY REQUIREMENTS MASTERS ON DUTCH SEA-GOING VESSELS IN THE DREDGING INDUSTRY

Preamble

As a result of the application of the Marine Crew Act in relation to the Exemption Scheme Regulation on nationality requirement for captains in the seagoing dredging industry, the Social Partners in the dredging industry, the Vereniging van Waterbouwers (Dutch Association of Dredging Constructors), the 'FNV Waterbouw' and 'CNV Vakmensen', 'sector Waterbouw', have decided to have this scheme performed by the Dredging Joint Committee (CBA Dredging Industry, Article 6). This Exemption Scheme shall be performed according to the following Regulations established by the said parties.

Article 1 Definitions

The following definitions are used for the application of this Regulation:

A. Company
The natural or legal person who, as a ship manager from a site in the Netherlands, is in charge of the daily management of the ship.

B. Seagoing dredging construction equipment
Ships active in the dredging industry, for which a certificate of seaworthiness as intended in the Ships Act is required or has been issued, and which based on Dutch rules of law is entitled to fly the flag of the Kingdom.

C. Captain
The captain of a Dutch ship.

D. EU captain
A captain with the Nationality of an EU member state.

E. Captains from third countries
Captains with a Nationality of a country with which the Netherlands has concluded a so-called Memorandum of Understanding (MoU).

F. Certificate of Competence
A document issued by the head of the Transport, Public Works and Water Management Inspectorate/Maritime Division, providing evidence of sailing competence.

G. Nationality requirements for captains
The regulation established in the Maritime Crew Act, amended on 22 May 2003, containing further regulations and rules for exemption from the nationality requirement as well as issue of a certificate of competence for recognition as a captain of a foreign vessel, in order to serve as a captain on a Dutch vessel that is part of the seagoing dredging industry.

H. Basic rule
The basic rule entails that persons with the following nationalities are exempt from the nationality requirement for employment as captain on seagoing dredging construction equipment under the Dutch flag:
- Dutch nationality;
- Nationality of one of the other member states of the European Union;
- Nationality of one of the states that are a party in the European Economic Area (EEA).

I. Exemption Scheme

The exemption scheme entails that approval can be granted by the Dredging Joint Committee for a company requesting this to employ as a captain on seagoing dredging construction equipment under the Dutch flag persons with the nationality of the countries below:

1. **Captains from aspiring EU countries** with which NL has concluded an agreement concerning the recognition of sailing competences (MoU: Memorandum of Understanding). These are the following: Bulgaria, Estonia, Croatia, Latvia, Lithuania, Poland and Romania.

2. **Captains from "third countries"**
   By this are meant captains with the nationality of so-called "third countries": within which NL has also concluded an agreement concerning the recognition of sailing competences, namely: Australia, Canada, People's Republic of China, the Philippines, Hong Kong, India, Indonesia, New Zealand, Ukraine, Pakistan, Russian Federation, Singapore, Vietnam and South Africa.

Article 2 Scope

A. Captains on board seagoing dredging construction equipment under the Dutch flag under the scope of this regulation.

B. The regulation is not applicable to seagoing dredging construction equipment that does not have its own propulsion installation.

Article 3 Objectives

Within this regulation, the Social Partners in the Dredging Industry jointly execute Article 30 of the Maritime Crew Act, concerning regulating the employment market of Dutch captains or captains of other EU or EEA states, sailing under the Dutch flag.

Article 4 Appointing captains

A company falling under the scope of the Dredging CBA Dredging only appoint on seagoing dredging equipment under the Dutch flag captains with a nationality as cited in Article 1 paragraph H of these regulations, unless approval has been granted by the Dredging Joint Committee as intended in Article 1 paragraph I.

Article 5 Exemption procedure

A. Any company that wishes to proceed to appoint a captain, on board seagoing dredging equipment belonging to this company and sailing under the Dutch flag, with a nationality as cited under Article 1 paragraph I, must submit a written request for this to the secretariat of the Dredging Joint Committee, in accordance with the standard application form created for this purpose.

B. Based on the exemption request, the Dredging Joint Committee assesses whether the company in question has made optimal use of the captains of Dutch nationality available on the employment market.

C. Decisions to grant approval are taken by consensus of the Dredging Joint Committee. Should consensus not be reached, no written approval is granted.

D. The Joint Committee shall report in writing to the company that made the request any decision to issue or to refuse approval within 14 days after the request was submitted. The reasons for a decision to refuse issuance of written approval are also provided in writing.

E. The written approval shall be issued for the employment of the captain in question on the all of the seagoing dredging construction equipment of the company in question, sailing under the Dutch flag.

F. The written approval remains valid for three years. With due consideration of the provisions of paragraphs A and B of this Article, the written approval can each time be extended by three years.

Article 6 Verification criteria

A. The Joint Committee verifies whether the request relates to a captain who complies with the training requirements imposed by the Maritime Crew Act on captains on seagoing dredging construction equipment.

B. The Joint Committee refuses to issue a permit if:
   1. The company has not followed the procedure cited in Article 5.
   2. The appointment of the foreign captain as intended in Article 1, paragraph 1 on seagoing dredging construction equipment under the Dutch flag leads to the forced resignation of one or more captains at the company submitting the request, as intended in Article 1 paragraph H.
   3. The company does not cooperate with research to be performed annually by order of the Ministry of Transport into employment opportunities in the Dutch Maritime Sector.

C. The Joint Committee suspends the procedure to issue a permit if:
   the appointment of a foreign captain as intended in Article 1 paragraph I on seagoing dredging equipment under the Dutch flag leads to complaints at the company by mates with a nationality as cited in Article 1 paragraph H, who believe not to have been appointed to the role of captain on dredging construction equipment of the company in question on unfair grounds.

   The suspension of the procedure shall be lifted after the Joint Committee has ascertained that said complaints appear to be unfounded.

Article 7 Complaints procedure

A. In the event of a company or a captain concerned having any objection to the verdict of the Joint Committee, or having a complaint concerning the procedure followed, this can be presented to the Dredging Disputes Committee, as cited in Article 60 of the Dredging CBA.

B. In the case of a first mate with a nationality as mentioned in Article 1 paragraph H, working for a company that has submitted a request for the issuance of written approval, believes that he/she has not been appointed to the role of captain of dredging construction equipment of the company in question on unfair grounds, he/she can submit his/her reasoned complaint in writing (in Dutch or in English) to the Dredging Joint Committee.

   The Dredging Joint Committee shall, after holding a hearing and a counter-hearing, provide a binding verdict. This verdict shall be involved in the subsequent procedures to issue permits to the company in question.

Note: The Head of "Inspectie Leefomgeving en Transport (ILT)" shall only consider a request to appoint a foreign captain if the company making the request for a certificate of competence recognising the captain in question as a captain presents a recent written approval drawn up in the name of the company by the Dredging Joint Committee.

ANNEX 7 DEPLOYMENT CONDITIONS FOR EMPLOYMENT ON TRAILER SUCTION HOPPER DREDGERS ON THE DUTCH CONTINENTAL SHELF

Agreement

between

the

Vereniging van Waterbouwers (Dutch Association of DredgingContractors), located in Gouda

and

"FNV Waterbouw", located in Rotterdam
"CNV Vakmensen", located in Utrecht,

jointly referred to as CBA Parties

have agreed the following **Deployment Conditions for employment on trailer suction hopper dredgers** on the Dutch Continental Shelf.

Definitions:

The following terms are defined in these deployment conditions as below:

Employer:
The employer who, based on Article 3A of the CBA grants dispensation.

Abroad:
Where 'abroad' is mentioned in this agreement, what is meant is working under this dispensation scheme on the Dutch Continental Shelf, including the Western Scheldt and excluding the Wadden Sea.

Trade Union:
One of the trade unions participating in this agreement.

Employee:
Anyone residing in the Netherlands, employed on a trailer suction hopper dredger and, based on an employment contract according to Dutch law, is in the service of the employer and who falls under the scope of the 'CBA concerning wage and employment conditions for staff active in the dredging industry', irrespective of the flag applicable.

Employment:
Deploying an employee without his/her family to a trailer suction hopper dredger on a project on the Dutch Continental Shelf based on the deployment conditions.

Resident in the Netherlands:
An employee residing in the Netherlands and entered in the Dutch population register.

Net foreign wage:
The net wage that is paid by the employer to the employee on the basis of the deployment conditions. This net wage includes holiday supplement.
This wage is based on a working week of 84 hours per week and is also allocated in the leave period.

Gross foreign wage:
The gross wage derived from the net foreign wage that is applied by the employer for administrative and tax-processing reasons.

Life partner:
- the person married to the employee, or
- the person with whom the employee has entered into a partnership in the Civil Registry, or
- the person with whom the employee co-habits unmarried and runs a permanent joint household, for which a notarial co-habitation agreement has been drawn up.

Employment declaration:
Notification to the employee, in which the employer can include specific regulations for particular employment that may not conflict with the deployment conditions. In this are stated at the least: location and project of the employment, position in which the employment occurs, duration of the employment.
It is also stated in this that there shall be no displacement on an individual basis as a result of internationalising the fleet personnel.

CONTENTS

CHAPTER		page
I	General provisions	69
II	End of employment	74
III	Social security	75
IV	Other insurance	76
V	Extra leave	77
VI	Accommodation and food	77
VII	Other provisions	78
VIII	Final provisions	78

CHAPTER I – GENERAL PROVISIONS

Article 1 Start and duration of the employment

The deployment conditions are applicable from the day that the employee is active on the trailer suction hopper dredger on the Dutch Continental Shelf, and are entered into for the duration of the activities envisaged and the leave entitlement accrued. After the duration of the employment abroad and the leave entitlement have expired, these deployment conditions no longer apply.

Article 2 Position

a. The employee shall perform all activities arising that are assigned to him/her within the scope of his/her position, by or on behalf of the employer, and shall follow all of the employer's instructions.
b. The employee shall perform his/her activities in accordance with the regulations and instructions given to him/her by or on behalf of the employer. He/she declares that he/she is qualified and suitable for these activities.
c. The employer is entitled temporarily to assign the employee in a higher or lower position. Should an employee be assigned to a higher position for a short period, the wage and employment conditions valid for this higher position are applicable. This applies for the entire substitution period, provided that the employment has lasted for one uninterrupted working week (as intended in Article 3 paragraph a) or more. Following temporary employment in a higher position, wherever this is assumed within the company, which has lasted more than 6 months, with regard to wage and employment conditions the employee can no longer be downgraded to a lower income group than was applicable during these 6 months. Interruptions to this term shorter than 3 months are not considered for the application of this 6-month term.
d. The employee is obliged to cooperate with all of the staff employed by the employer.
e. Should special circumstances necessitate this, following consultation the employee shall also perform other activities that fall outside his/her role, and which can reasonably be required of him/her.

Article 3 Working Times and Salary

a. The basic working time, whether or not in shift work, amounts to 84 working hours per calendar week.
b. The employer allocates the employee a net wage for performing his/her activities in the country of employment. The agreed net wage is reduced to a gross wage for reasons of administrative and tax processing. This wage must be at least equal to the net wage when working in a four-shift pattern as mentioned in the CBA Dredging, Article 14 paragraph 2.
c. Should the need for this arise and the employer provides instructions for this, the employee shall be obliged to work overtime. Activities that are performed above the average number of hours per calendar week cited in art. 3.a. shall be paid as overtime.
d. The net wage as cited in Articles 3.b and 3.c. shall be paid to the employee periodically in the Netherlands after deducting advances.
e. The employer is entitled, without any extra remuneration, to assign an employee to watchkeeping on board in turns.
f. As of 31 December of the year in question, the employee receives a consistent year-end payment of the net foreign annual wage, amounting to 4% of the net foreign annual wage, to be settled pro rata in accordance with the duration of the stay abroad, as regulated in Article 20 of the CBA Dredging Conditions.

Article 4 Leave

Leave amounts to 1 calendar day for each calendar day worked abroad.

The minimal consecutive deployment period for the Dutch Continental Shelf is fourteen days.

The employer may extend the consecutive deployment period by two weeks.
The employee is, in that case, entitled to information concerning the reason for and the duration of the extension. The employer shall communicate this to the employee in those cases where this is possible, and this does not conflict with company interests.

The employer shall endeavour to allow employees with children attending school to take two weeks of consecutive leave during the school holiday period. The employee shall submit a written request for this purpose.

The employer and employee can agree that a portion of the leave entitlement shall not be taken. In the case, the wage for the leave days not taken is paid out. Any number of leave days remaining at the end of a project or activity are, as a rule, taken following the completion of the project or an activity.

In the event of special circumstances, it can be determined by the employer that an excessive number of leave days cannot be taken before the completion of a project or activity. Special circumstances could be:
- duration, nature or location of the project or
- the on/off arrangement of the leave schedule.

The extra leave day within the 4-shift pattern, as stated in Article 14.4 of the CBA Dredging is applicable. Employers that use the regulation stated in these Deployment Conditions of 1 recreation day every fourteen days are permitted to exchange this for the regulations stated in Article 14.4 of the CBA Dredging.

The public holidays, as cited in Article 37 of the CBA Dredging are applicable. In accordance with the regulations in Article 15.3 of the CBA Dredging, employers can submit a request to the Dredging Joint Committee for permission to continue working.

Article 5. Payment during travel to and from destination

1. Travel frequency
   a. The basic principle for travel frequency with regard to the deployment period intended in this agreement is that there is travel to and from home once every two weeks.

2. The journey
   a. The basic principle is that travel hours are not paid, unless described otherwise below.
   b. If, according to the calculation in paragraph 5 of this Article, the employee must leave home on the first day of his deployment before 6 a.m., the travel time before 6 a.m. is paid at the basic weekly wage. The departure time is calculated based on the time at which the employee has to be at the relief quay or the workplace, and the travel time required to cover the journey distance.
   c. In exceptional cases, the employer may ask employees to deviate from the abovementioned time. Employees shall strive reasonably to comply with this request, so that the prescribed working time is achieved as far as possible.

3. Travel expenses payment
   The travel expenses payment for weekly/daily travel is calculated as follows:
   a. If an employee has to use public transport when commuting, the travel expenses are reimbursed in full, at the second-class rate.
   b. If the employer is of the opinion that an employee should use his own means of transport for commuting and/or business travel, he will receive a fee of € 0.39 per km.

4. Determining journey duration
   The travel duration is calculated based on an average speed of 60 km/per hour along the most usual route.
   If an employee arrives on Sunday evening and stays overnight in a hotel, this calculation of the journey duration is also applied.

Article 6 Telephone regulations

The employee is entitled to call credit of a maximum of 15 minutes per week based on the cheapest (local) rate.
There is no compensation if the telephone scheme offered by the employer is not used.
This call credit cannot be accumulated, and cannot be carried over to subsequent weeks.
The value of provisions is added to the salary in accordance with the statutory valuation standards, and involved in the deductions applicable to the salary as stated in Article 9 of this chapter.

Article 7 Other provisions

a. The employee approves of employment in a combination, if the employer is part of this.
b. The employee must abide by measures and instructions imposed by the employer that are in the interests of his/her personal safety or those of others on the project, or important for safety on the project and for the employer's interests.

Article 8 Medical examination and vaccination

a. The employee is obliged to provide his/her full cooperation with measures imposed by the employer with regard to the health and well-being of its employees.
   The employee has acquainted him/herself with these measures. Medical examinations and vaccinations occur under medically safe circumstances.
b. The deployment is effective and these deployment conditions become applicable after the employee has been medically approved by a doctor to be assigned by the employer for the position to which the employee is to fulfil, and medically speaking there are no objections against a period of employment in the country. The employee is obliged to allow him/herself to be vaccinated and/or to use medicines, if this is required or can reasonably be demanded for a safe stay in the country of employment.
c. For the duration of the employment, the employee shall undergo a medical examination by a doctor to be assigned by the employer, when the employer and/or employee consider this necessary.
d. If, based on this examination, the doctor declares that there are objections as regards the employee's health to the employee's (continued) stay in the country of employment, the employer shall terminate said deployment in accordance with the provisions of Chapter II Article 3.
e. The employee is him/herself responsible for indicating in good time to the employer the dates on which (re)examination(s) and/or vaccinations shall occur and/or must once again take place.

Article 9 Taxes

a. The employee receives a net wage from the employer.
b. On the payslip of the periodical salary slip, the employer deduces the gross wage from the net wage for administrative and tax-processing reasons, whereby the applicable tax legislation and the regulations for deducting Dutch social security legislation premiums and sector-specific regulations are taken into account.
c. Personal tax consequences in the Netherlands are at the expense of or to the benefit of the employee. Amendments to the legally established national insurance premiums and amendments to the employee shares of the employee insurance premiums in the Netherlands are at the expense of or to the benefit of the employee.
d. The employer guarantees the agreed net wage only insofar as the employer is a resident of the Netherlands.
e. If the employee intends to undertake steps that may lead to him/her no longer being a resident of the Netherlands, he/she shall inform the employer of this beforehand. The employer shall inform him/her of the possible fiscal consequences and risks that implementing his/her intention shall have in terms of continuing national and employee insurance in the Netherlands. In the case that measures are taken that lead to the employee no longer being a resident of the Netherlands, the employer is not liable for the consequences of this terms of national and employee insurance in the Netherlands.
f. Performing (paid) work in the Netherlands during leave periods may lead to the income earned from work outside the Netherlands being included in full the tax charges in the Netherlands, at the end of the tax year in question. Performing (paid) work in the Netherlands during leave periods can entail considerable financial risks. Any consequences of these risks are borne entirely by the employee.

Article 10 Changes to civil status and/or population register

The employee shall notify the employer in advance of any changes to his/her civil status, form of co-habitation and address.
No rights can automatically be derived from relocation and settling outside of the Netherlands, etc., that entail any increase to obligations on the part of or financial charges to the employer.

The employee is obliged to immediately notify the employer as soon as he/she has the intention to settle outside of the Netherlands or to again resettle in the Netherlands (he/she shall have him/herself 'removed from' or 'registered in' the population register').

Article 11 Confidentiality

Both during and following the termination of the employment, the employee is obliged to keep confidential in respect of third parties all information concerning organisation, business, equipment and the state of affairs at the company/companies and the employer, of which he/she knows is or could reasonably be assumed to understand to be of a confidential nature.

Article 12 Competition

For the duration of the deployment and the leave accrued, the employee is not permitted to perform work for anyone other than the employer, whether or not for payment or other remuneration, without the employer's written approval.

Article 13 Code of Conduct and Regulations

Code of conduct

The employee is not permitted:

a. To possess, to transport, to import, to export, to purchase, to sell, to provide, or to exchange weapons or ammunition of any name or nature whatsoever, to or with anyone whatsoever, or to have at one's disposal in any way whatsoever and/or to participate or promote these activities.
b. To have in supply or available, to use, to transport, to import or to export, to manufacture oneself, to purchase, to sell or to exchange any narcotics, psychedelic substances, psychoanaleptic or tranquilising substances or drugs, in any form or by any name whatsoever, irrespective of whether these are available or tolerated in the Netherlands, to or with anyone whatsoever and/or to participate in activities or to promote these, unless and insofar as possession and use occurs by prescription of an authorised Dutch doctor and has been reported by the employee to the employer.
c. To appear for watch or the location where the work is usually performed under the influence of alcohol or narcotics, etc.
d. To receive in money or in any form whatsoever, or directly or indirectly to profit from, or to make and provide to anyone whatsoever and/or to be involved in any way whatsoever with any offer, gift, reward, commission, gratuity, whatsoever.
e. To perform business in the pursuit of personal gain in any form whatsoever.
f. To ignore and/or to violate written and verbal orders relating to safety instructions.

Regulations

a. The employee shall refrain from anything that might harm the reputation or any interests of the employer.
b. The employee is obliged to abide by the employer's regulations on site, as well as those that are provided by or on behalf of the client.
c. Both at work and during his/her free time, the employee shall refrain from behaviour that might place him/her, colleagues and the company in danger and/or that might cause him/her, colleagues and the company to fall into disrepute.
d. The employee is considered as a representative of the employer abroad, and shall not damage the good name of the employer and the relationship with the country and/or client.
e. The employee shall treat employees or non-Dutch crew members with respect.
f. The employer shall respect the customs and cultures of non-Dutch employees.

Actions contrary to this code of conduct and/or regulations constitute urgent grounds for dismissal, in accordance with Chapter II Article 2a.

All financial and other consequences of non-compliance with the above provisions are borne by the employee,

The employee is aware that if the employer is determined to be liable for the financial consequences of any actions and/or negligence by the employee, the damage to the employer arising as a result shall be recovered up to a maximum amount for which the employer is deemed liable.
The above is not applicable if and insofar as the employee has performed his/her activities – as a result of which the damage has (partly) arisen – in good faith.

The employer is entitled to charge all costs and damage on account of the employee to the salary owed to the employee.

Article 14 Repatriation in the event of death and illness

In the event of the employee's death, the employer shall provide cooperation in repatriating the deceased, barring force majeure. In the event the employee being seriously ill, the employer shall follow the advice of a doctor as to whether the employee's return to the Netherlands is necessary and/or safe.
The costs of this are borne by the employer.

Article 15 Specific reimbursement

If the employee requests this in writing, under the conditions mentioned below the employer shall reimburse to him/her the annual contribution to be paid by the employee to members of the trade unions signing this agreement, once per calendar year. This occurs with the simultaneous reduction of the gross wage by the amount of this reimbursement. This employer obligation only applies if:
a. The arrangement can be calculated in a fiscally cost-neutral way;
b. the employee presents the employer with proof of payment of the contribution;
c. the employee provides any information necessary for performing this obligation.

Article 16 Courses
The costs of courses that are taken in consultation with the employer are borne by the employer. These courses are taken during the employer's time.

CHAPTER II – END OF EMPLOYMENT

Article 1

The employment can be terminated in the interim by either the employee or the employer, with due consideration of a period of 3 calendar weeks. Insofar as the employee is not assigned any activities by the employer during this period, he/she shall be paid the agreed net wage.

Article 2

The employment ends without any notice period or without due consideration of the provisions applicable to notice being required:
a. If there is an urgent reason reported immediately to the counterparty, in the sense of Article 7:678 of the Civil Code.
b. If the client demands the employee be removed due to misconduct, political actions or suchlike.

The employee is aware that termination of the employment in the manner defined above as well as violation of the employer's Code of Conduct and Regulations in Chapter I – 13 shall be deemed as urgent grounds for terminating the employment contract in the sense of Article 7:678 of the Civil Code.

Article 3

The employment likewise ends without notice and without due consideration of the provisions applicable to notice being required, insofar as this is reported immediately, if based on an examination by a doctor assigned by the employer, objections against the employee's continued stay in the country of employment arise. The employer shall pay the costs of the return journey. If, during the term of the employment, the employee terminates the employment unilaterally for non-urgent reasons without due consideration of the notice period, or the employment ends for a reason stated under point 2 of this chapter, the employee shall reimburse to the employer all costs associated with the employment, without prejudice to the employer's right to claim full compensation.

In that case, the employee loses all rights to the employer paying for the return journey, to leave and all further rights described in the deployment conditions.
Should, on the basis of statutory provisions in the country of employment, the employer be obliged to see to the return journey, the costs of this shall be charged to the employee.

CHAPTER III – SOCIAL SECURITY

Article 1 Social Security Legislation

Employees who are residents of the Netherlands are obliged to be insured by virtue of Dutch employer and national insurance.

Employees who undertake steps no longer to remain Dutch residents shall notify the employer of this in advance.

If the employee is not covered by the compulsory insurance prior to deployment or cannot be covered by the compulsory insurance during the deployment by virtue of Dutch social security legislation, insofar as possible, the employer will take out comparable private or voluntary insurance for the employee.

The employee is obliged to provide his/her cooperation in taking out the voluntary or private insurance.

In the event that the employee does not promptly inform the employer that he/she is no longer or shall not remain to be a Dutch resident or, if this is necessary, does not cooperate with taking out voluntary or private insurance, a situation can arise in which the employee is not insured. The employer is in that case not liable for the consequences of the employee's uninsured status.

Article 2 Incapacity for work

In the event of incapacity for work, the employee returns to the Netherlands. A decision on this is taken based on the advice provided by the attending doctor. The employer bears the costs for the return journey unless the incapacity for work arose from the employee's intent.

In the event of incapacity for work due to illness, for a maximum of 52 weeks the employee receives from the employer the average wage over the previous 52 weeks prior to the first day of sickness. 'Wage' is hereby intended to mean the total salary when working abroad and, insofar as work was performed over the previous 13 weeks, the agreed set wage earned in the Netherlands, including the applicable supplements and overtime payment.
This wage amounts to a maximum of **1.3** times the maximum wage in the sense of the Social Security Financing Act, plus the pension premium and Invalidity Pension premium.

During the second period of 52 weeks, 70% of the set agreed daily wage is paid, including the recently applicable average supplements when working, and the average payment on account of overtime over the previous thirteen weeks of employment.
In the event that a successful reintegration, the employee is eligible for a one-off reintegration bonus of 30% of the set agreed wage over the period from the first day of the second year of sickness up to and including the time of successful reintegration.

Notwithstanding the above, the second period of 52 weeks can be extended up to a maximum of 104 weeks. There may be an extension of the second period of 52 weeks in the following two specific cases:

- in the event that the UWV benefit payment body believes that the employer has made insufficient effort to reintegrate the sick employee, and based on this the UWV benefit payment body refuses to proceed to starting the WAO or WIA procedure of the employee in question;
- in the event that the employee in question and the employer jointly decide that there are reasons to not yet initiate the WAO or WIA request, since the end of the incapacity for work is predicted within a foreseeable time.

Article 3 Supplement scheme WAO-WIA

On the basis of a scheme agreed by or on behalf of the employer, for the duration of employment the employee is registered as a voluntary participant for the insurance of so-called "WGA ("work resumption scheme for those partially able to work") shortfall", to be subsumed by the Supplement scheme WAO-WIA of the Foundation for the Dredging Pension Fund.

CHAPTER IV – OTHER INSURANCE

Article 1 Accident insurance

The employer has taken out accident insurance for the employee at its own expense. This entails a payment of a maximum of:

€50,000	in the event of death
€100,000	in the event of full permanent disability, with partial payment in the event of permanent partial disability.

No accident insurance has been taken out for members of the employee's family.

Article 2 Pension scheme

Article 52 of the CBA Dredging applies, whereby pension accrual is related to the gross salary level.

Article 3 Payment on death

If the employee has a life partner and should pass away, a payment is made to the legal survivors in accordance with the Dutch statutory provisions.

CHAPTER V – EXTRA LEAVE

Article 1 Extra leave in the event of death of serious illness

In the event of the death or serious, immediately life-threatening illness – to be demonstrated by a declaration from the attending doctor – of:
- the life partner;
- one of his/her own children, step-children or adopted children;
- one of the parents of the employee;
- one of the parents of the life partner.

the employee is entitled to extra paid leave of one calendar week.

Article 5 of Chapter I is also hereby applicable.

The costs of travelling to and from the projects in the event of extra leave as stated above are borne by the employer.

Article 2 Extra leave for older employees

Article 37.2 of the CBA Dredging is applicable.

CHAPTER VI – ACCOMMODATION AND FOOD

Article 1 Accommodation

The employer makes suitable accommodation available to the employee on board free of charge.
The employee receives no remuneration whatsoever from the employer should no use be made of the accommodation the employer offers.

At the end of the employment, the employee shall hand over the living space and the furniture in good condition.

Article 2 Food

Food, to be chosen at the employer's discretion, is provided by the employer to the employee free of charge.
If the employee does not consume the food provided, he/she will not receive any compensation.

Article 3 Statutory standardisation

The value of provisions is added to the salary in accordance with the statutory valuation standards, and involved in the deductions applicable to the salary as stated in Article 9 of Chapter I.

CHAPTER VII – OTHER PROVISIONS

Article 1

For periods in which the vessel is not operational, no exchange shall take place between the conditions of these Deployment Conditions and the Dredging CBAs mentioned in Article 1.

Article 2

An obligation applies to contributing premiums for the Dredging Training and Development Fund ("Opleidings- en Ontwikkelingsfonds Waterbouw") as applicable under the employment conditions and Dredging BTER CBA for employees employed at a company based in the Netherlands.

Article 3

Dutch Working-Conditions Legislation and the Dredging working conditions (ARBO) catalogue are applicable in full.

CHAPTER VIII FINAL PROVISIONS

Article 1

Commitments and/or promises are only binding if they have been established in writing in the deployment conditions.

ANNEX 8 PROTOCOL AGREEMENTS ON SUSTAINABLE EMPLOYABILITY AND LABOR MARKET & EDUCATION

Parties to this collective bargaining agreement (CBA) agreed to a continuous jointly investment in sustainable employment relationship and long-term employability.

A constructive and innovative business environment increases the chances of sustainable employability of employees. Creating such an environment requires a committed employer, committed (line) managers and committed employees. They invest in their own and in each other's interests.

Crucial to this will be an active dialogue between employers, trade unions and works councils focused on partnership in which research is being done to the possibilities of sustainable employability.

Sustainable employability: the theme for the next few years.

Over the next few years elaboration of the so-called qualitative themes will be an important issue for social partners. Several topics have been presented in the "Breed Overleg" (consultation social partners), with the bound theme sustainable employability.

Parties want to meet these important topics in a new way. This means that several tracks next to each other will be used, namely:

1. Development and implementation of a future-oriented agenda by parties;
2. Anchoring of this topic in the "Breed Overleg", based on an agenda between parties.
3. Anchoring in local consultation, for example through employee participation and/or other local consultative bodies.

Protocol Agreement Sustainable Employability

With the agreements in previous years on early retirement for older employees, an important step has been taken in the sector to ensure that this group of employees reaches their retirement in a healthy manner. The next step is to agree on arrangements for employees from other age groups in different phases of their lives and careers that are important for their sustainable employability and contribute to an inspiring working environment, so that the sector presents itself as a modern, innovative and attractive sector. Examples include vitality facilities, modern leave arrangements and forms of a choice budget.

RVU scheme after 2025
Employers support the unions' wish for agreements to be reached at national level on a permanent and improved RVU scheme. Employers are prepared to call on the national representatives of employers (VNO-NCW) to enter into consultations and reach agreements with the unions on a permanent and improved RVU scheme.

Protocol Agreement Labor Market & Education

In recent years, the parties to this collective labor agreement have jointly developed policy on themes that contribute to captivating, binding and retaining well-qualified personnel for the sector. Tension on the labor market is increasing continuously and it is difficult to find well-qualified personnel. With the retirement of the elderly, the inflow of young people into the sector is very important to ensure continuity. In addition, the development of good dredging education is necessary to be able to respond to innovative developments and the energy transition in the sector. The O&O-Fund Waterbouw has increased its efforts with the deployment of an information officer to improve the influx of young people. More specific agreements will be made with the schools about good education for dredging and hydraulic engineering and, in

consultation between the business community and educational instances, more attention will be paid to flexibility and sufficient internships in the sector. With the tightness on the labor market, the sector is making extra efforts to promote inflow to the sector, for example by pointing out good job prospects. Finally, attention is being paid to the influx of temporary workers and flex workers in the sector in order to come to good agreements with temporary employment agencies. In addition, reference is also made to the agreement previously made between the parties for the maintenance of employment in the sector (exchange of personnel in periods of overflow and of great need for personnel).