

**COLLECTIVE**

**BARGAINING AGREEMENT**

concerning the wage  
and employment conditions for  
personnel active in the

**DREDGING INDUSTRY**

1 April 2018 up to and including 31 March 2019

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



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**1 April 2018 up to and including 31 March 2019**

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**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 BV, Andijk  
Boskalis BV, Rotterdam  
Boskalis Dolman BV, Papendrecht  
C.J. Duivenvoorde Grond-, Weg- en Waterwerken B.V., Noordwijkerhout  
DC Dredging BV (namens DC River BV), Breskens  
Dredging and Contracting Rotterdam BV, Bergen op Zoom  
Heuvelman Ibis BV te Delfzijl  
Maasgrind BV, Maasbracht  
Meeuwisse Nederland BV, Den Haag  
Smals Dredging B.V., Cuijk  
Tideway BV, Breda  
Van den Herik Kust en Oeverwerken BV, Sliedrecht  
Van Oord Nederland BV, Rotterdam  
Van Oord NV, Rotterdam  
Zandexploitatie Mij. De Vries & van den Wiel BV, Schagen

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. **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 and 4 of this agreement, and in whose company employees are active.
- 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 and 4, in a function that requires a basic weekly salary that is determined in accordance with article 32 of this CBA.
- 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.

## **Article 2 Duration of the agreement**

**2.1** This collective labour agreement comes into effect on 1 april 2018 and shall end on 31 March 2019 with due consideration of article 2.2 and 2.3 and with the exception of the provisions concerning the yearly holiday entitlement and the daily entitlements, which shall apply:

- for 2018 from 9 April 2018 up to and including 12 April 2019.

**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
- 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**

This agreement applies in the case of a composite company (i.e., a company working in more than one sector), where besides hydraulic engineering/dredging as intended in articles 3.1 and 3.2, construction is also performed and hydraulic engineering/dredging is predominant. The predominant production is determined by comparing the amounts paid out in the production.

### **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**

- 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 to 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 37.4 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, Bezuidenhoutseweg 2594 AV the Hague, 12. 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/notification must at least contain the following information:
    - description of the work;
    - duration of the work;
    - equipment to be used;
    - equipment safe manning crewlist.A request/notification must be made on a standard form that is available at the Dredging Joint Committee.
  - 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.

**7.9** CBA parties have agreed to evaluate the current task and working method of the Dredging Joint Commission. Completion of the evaluation must take place no later than 1 January 2019.

## **CHAPTER 2 THE EMPLOYMENT RELATIONSHIP**

### **Article 8 Start and end of employment**

- 8.1** The employment relationship is entered into for a fixed term or an indefinite period (stated) and will be documented. At least the following must be established:
- the employment start date;
  - the position;
  - the remuneration;
  - the statement of application 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 shift supplement 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 continuous shift work as mentioned in article 15 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. With regard to the provision of day entitlements, article 37.11 of this agreement applies.
- 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 shift supplement 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 shift 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, shift supplement 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 shift supplement 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	Shift Supplement	Duty Roster Supplement
Working day shift	6%	none
Duty roster and shift 1.5 team	6%	22.0%
Duty roster and shift 2 teams, day shift	6%	27.0%
Duty roster and shift 2 teams, night shift	6%	38.5%
Duty roster and shift 2.5 teams	6%	29.0%
Duty roster and shift 3 teams	6%	42.5%
Duty roster 2-shift Grensmaas Project	6%	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 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
<b>Monday</b>	9 a.m – 2 p.m	2 p.m – 11 p.m
<b>Tuesday</b>	5 a.m – 2 p.m	2 p.m – 10 p.m
<b>Wednesday</b>	5 a.m – 2 p.m	2 p.m – 10 p.m
<b>Thursday</b>	5 a.m – 2 p.m	2 p.m – 10 p.m
<b>Friday</b>	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
<b>Monday</b>	9 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
<b>Tuesday</b>	6 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
<b>Wednesday</b>	6 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
<b>Thursday</b>	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
<b>Monday</b>	10 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m
<b>Tuesday</b>	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m
<b>Wednesday</b>	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m
<b>Thursday</b>	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m
<b>Friday</b>	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
<b>Monday</b>	10 a.m – 6 p.m	Mo/Tue	6 p.m – 6 a.m	Free
<b>Tuesday</b>	6 a.m – 6 p.m	Tue/We	6 p.m – 6 a.m	Free
<b>Wednesday</b>	6 a.m – 6 p.m	Wo/do	6 p.m – 6 a.m	Free
<b>Thursday</b>	6 a.m – 6 p.m	Do/vr	6 p.m – 6 a.m	Free
<b>Friday</b>	6 a.m – 6 p.m	Vr/za	6 p.m – 4 a.m	Free
<b>Week 2</b>	<b>Team C</b>		<b>Team A</b>	<b>Team B</b>
<b>Week 3</b>	<b>Team B</b>		<b>Team C</b>	<b>Team A</b>

### Duty roster and shift, 2 teams, Project Grensmaas

In normal working weeks the following working hours apply:

Week 1	Team A	Team B
<b>Monday</b>	7 a.m – 7 p.m	Free
<b>Tuesday</b>	7 a.m – 7 p.m	Free
<b>Wednesday</b>	Free	7 a.m – 7 p.m
<b>Thursday</b>	Free	7 a.m – 7 p.m
<b>Friday</b>	7 a.m – 7 p.m	Free
<b>Saturday</b>	7 a.m – 7 p.m	Free
<b>Week 2</b>	<b>Team B</b>	<b>Team A</b>

## **Article 15    Continuous shift work in 4 teams (168 hours)**

- 15.1** In the event of a calamity, or of a necessity to be objectively ascertained for performing activities not provided for in the shifts cited above, it is possible to proceed to establish continuous shift work of four teams.
- 15.2** Besides the cases mentioned in article 15.1, in the case of urgently required repair activities, work may be performed at the dock in a continuous shift of four teams.
- 15.3** Before establishing a four-team shift, permission must be requested from the Dredging Joint Committee if it is essential to continue working during holidays in accordance with article 1.10 of this CBA namely: both Easter, Whitsun, Queen's day (Kingsday from 2014) if this is celebrated on a Monday, both Christmas and new year's day.

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 in a four-team system 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.

There shall be no working on Easter Sunday/Monday and Whit Sunday/Monday, or on Queen's Day/ Kingsday if this is celebrated on a Monday, and in the period from 25 December up to and including 1 January. For teams that should be working at that time, thus not the teams that are off according to the schedule, the wage shall be paid over the holidays on which is worked in accordance with article 1.10 of this CBA.

If it is not technically possible to interrupt the activities and the work is not halted<sup>1</sup>, the teams working shall be granted compensatory time off, paid, for the holidays on which is operated in accordance with article 1.10 of this CBA.

The application for permission to set up a four-team working shift, the employer should state specifically on what work-leave schedule there will be worked. When invited, in a scheme "two weeks on and two weeks off" to work, the employer must submit a statement that this is the consent of not less than two-thirds of the crew. The Dredging Joint Committee will examine such an application separately, in addition to a review of working on the listed holidays.

No wage is paid for the days off between Christmas and New Year, as well as the three-week holiday period, since this payment is included in the day entitlement.

- 15.4** Any employer that wishes to introduce a four-team working shift in accordance with article 15.3 must request permission from or report this to the Dredging Joint Committee **four weeks**, in unforeseen circumstances no later than two weeks, before these activities commence.

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<sup>1</sup> In all other cases, work will not be performed on these days.

**15.5** For Ascension Day and the Friday following this, the teams then working at the end of the week are provided compensatory, paid time off for the day in question.

**15.6** 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

**15.7** 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 wage of employees in the four-shift system are calculated in proportion to the number of hours worked of the shift with the longest working time in the period in question. With regard to the provision of day entitlements, article 37.11 of this agreement applies.

**15.8** 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.

**15.9** If an employee wishes to take a day off in accordance with article 37 of this agreement, the wage withholding shall occur based on the working week applicable to him (1/5 of the four-team wage).

**15.10** The employer sees to accommodation and food.

**15.11** 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.

**15.12** Payment in the four-team shift consists of:

- basic weekly wage;
- shift supplement (6%);
- duty roster supplement 43%;
- €60 gross bonus.

This reward is applicable regardless the employee works in a working- or resting shift.

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

## **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 dredging 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 shift supplement of 6%;
  - 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 circumstances 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:

	<b>As of 1 April 2018</b>	<b>As of 1 Oktober 2018</b>
Weekend	€ 314.55	€ 317.70
24 hours	€ 157.51	€ 159.09
24-hour extension	€ 157.51	€ 159.09
Night watch	€ 76.87	€ 77.64
Weekend watch supplement	€ 78.77	€ 79.56

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

	<b>As of 1 April 2018</b>	<b>As of 1 Oktober 2018</b>
Weekend-shift	€ 346.15	€ 349.91
24 hour-shift	€ 173.22	€ 174.95
Night-shift	€ 85.03	€ 85.88

## **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 shift supplement, which amounts to 6% of the basic weekly wage.

### **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 shift supplement 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** The payment of the wage to the employee shall be accompanied by a written specification of:

- a. The gross salary, specified as followed: basic weekly wage, shift supplement, any overtime, any watch payment, taxable portion of daily entitlement, any reimbursements and/or supplements, etc.;
- b. 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;
- c. daily entitlements.

**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-provision of daily entitlements 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 2018 with 1.75%;
- as per 1 October 2018 with 1%.

**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 unaltered at 3.5% on top of the gross annual wage in 2018.

During the course of this agreement, the year-end payment shall be paid out on 31 December at the latest.

Annual wage is understood to mean the fixed wage components, including the shift supplement, which are paid in the calendar year. 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 shift supplement.

**21.3** If applicable, travel expenses, meal supplements, watch payment as well as equipment supplements and the daily entitlements are furthermore paid in the cases cited under article 21.1.

**21.4** The shift supplement is included when determining the daily entitlement.

**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, notwithstanding 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<sup>2</sup>:

<b>From Job Group to Job Group</b>	<b>Percentage increase</b>
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 shift supplement 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.

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<sup>2</sup> 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.



## **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 born before 1 January 1950 have the option to be paid the first five overtime hours cited in paragraph 1 under a of Article 33 of this agreement, or to opt for a payment partially used for the individual capital accrual of their (pre) pension scheme or life-course savings scheme.

A contribution amounting to 90.75% of the gross basic hourly wage is paid, whereby a contribution of 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 (pre) pension scheme or life-course savings scheme.

**24.3** Employees born on or after 1 January 1950 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.

## 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 article 13.14 and 15 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** A meal supplement per day shall be paid:

	<b>As per 1 April 2018</b>	<b>As per 1 October 2018</b>
Meal supplement per day	€ 16.13	€ 16.29

Exemption to this meal supplement 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:

	<b>As per 1 April 2018</b>	<b>As per 1 October 2018</b>
Equipment supplement per day	€ 2.13	€ 2.15

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 First Aid certificate, Emergency Response certificate**

**27.1** An employee who possess a valid EHBO or BHV certificate and who regularly take the refresher courses receives an yearly incentive fee

<b>Gross payment</b>	<b>As per 1 April 2018</b>	<b>As per 1 October 2018</b>
Yearly incentive fee	€ 309.60	€ 312.70

In the case of an employee being eligible for both an EHBO payment and a BHV payment, only the BHV payment will be allocated.

The payment cited in this article are made by the Stichting Opleidings- en Ontwikkelingsfonds Waterbouw (= the Dredging Training and Development Foundation) directly to the employer. The employer will take care of remuneration to the employee.

**27.2** Employee is hereby understood to mean, amongst others, the person who receives an unemployment benefit, hold-up due to frost or sickness benefit payment, provided that this has not lasted more than a full year, and this person was previously an employee in the sense of article 1.4 of this agreement. 31 March of each year applies as the reference date.

**27.3** The years as intended in article 27.2 refer to the calendar years 2018 and 2019.

#### **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.

	<b>As per 1 April 2018</b>	<b>As per 1 October 2018</b>
Maximum compensation loss of equipment	€ 1,888.59	€ 1,907.48

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 employees working for it, of which at least physiotherapy and primary psychological assistance are part. 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 does 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.

### **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** In case of application of the new tax scheme by the employer, this will void the right of the employee. 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 2004**

- 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 that 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 Method<sup>3</sup>**

**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 February 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.

<sup>3</sup> The parties have designed a guide that can be requested from the CBA Parties Secretariat, Bezuidenhoutseweg 12, 2594 AV The Hague.

**Article 36    Complaints and disputes procedure**

**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, leave days, public holidays**

**37.1** Over the 2018-2019 holiday year, each employee is entitled to holiday and leave days on 26 working days annually. He is furthermore entitled to a day off on 1 January if this day does not fall on a Saturday or Sunday, and during the generally recognised Christian public holidays. Queen's/ King's Day is considered as a normal working day, on which there is no entitlement to a day off; except if Queen's/King's Day is celebrated on a Monday. For determining holiday and leave days, the working week is considered to have five days.

**37.2** Over the 2018/2019 holiday year, the following employees are entitled to extra leave, in addition to the number cited in paragraph 1 of this article, up to a total of:

- employees born on or after 1 January 2000: 29 working days
- employees born in the period from 1 January 1959 up to and including 31 December 1963: 41 working days
- employees born before 1 January 1959: 44 working days

**37.3** The entitlement to extra leave as cited in article 37.2 takes effect at the start of the new holiday year.

**37.4** Employees must take fifteen consecutive days of leave during a consecutive period in the months of July and August. This leave 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.

**37.5** Notwithstanding the stipulations of article 37.4, 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, provided that this does not conflict with company interests.

**37.6** The leave days 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 following holiday years:  
2018/2019: 11 May, 27, 28 and 31 December 2018;

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** For each holiday day or part of a holiday day during which the employee is unable – due to very special circumstances or reasons, as stated in Articles 7:634 up to and including 7:654 of the Civil Code – to perform work stipulated, he or she must then be given a (part of a) day's leave at a time to be established after the employer has consulted the employee, on the condition that the employer has communicated this to the employee prior to the time at which the employee is unable to perform the work. In any case of incapacity for work during the collective summer holiday, the employer and employee can consult about a potential compensatory holiday, insofar as the entitlement to this exists.

**37.8** 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.



**37.9** 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.

**37.10** In the holiday years 2018/2019 21 days' wage shall be provided as a supplement for the consecutive holiday. In the case of employment under one holiday year, the supplement is established proportionately.

**37.11** If approval is granted for this by or on behalf of the Government and the supplement as intended in article 37.10, in order to compensate the loss of earnings over the holiday days, leave days and over the generally recognised Christian public holidays not falling on a Saturday or Sunday and New Year's Day, and over any extra leave days, as intended in paragraph 1 or 2 of this Article, the employer shall provide employees a day entitlement with each wage payment.

**37.12** 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.

**37.13** 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 holiday days. 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:

<b>Special leave</b>	<b>Reasons</b>
From the day of death up to and including the day of the funeral	<ul style="list-style-type: none"> <li>a. in the event of the death of the employee's life partner;</li> <li>b. in the event of the death of the employee's child or foster child;</li> <li>c. in the event of the death of an employee's immediately family member, insofar as the employee is responsible for the funeral.</li> </ul>
Five days	in the event of the employee's life partner giving birth
Two days	<ul style="list-style-type: none"> <li>a. in the event of the employee marrying, provided this is announced ten days in advance;</li> <li>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.</li> </ul>
One day	<ul style="list-style-type: none"> <li>a. provided this is announced ten days in advance: <ul style="list-style-type: none"> <li>-in the event of the employee's 25th or 40th wedding anniversary;</li> <li>-in the event of the 25th, 40th, 50th and 60th wedding anniversary of the parents or parents-in-law of the employee,</li> <li>-in the event of the marriage of a child or adoptive child of the Employee;</li> <li>-in the event of the marriage of the employee's parent, parent-in-law, brother, brother-in-law, sister, sister-in-law or grandchild.</li> </ul> </li> </ul>

	<p>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, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law or grandchild.</p> <p>c. in the event of 25 or 40 years of service.</p>
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**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: per day 1/5 of the basic weekly wage and shift supplement. The employer will in addition reimburse the actual travel costs (second class) commuting for medical examinations and visit to the Arbo doctor/company doctor. Employees who are medically inspected at the request of the employer on leave days or days off will be compensated for the time of 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 days' 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.

**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.

**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.

### **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. (Until the end of the transitional period on 1 January 2019, the CROW publication 132 may still be applied).
- 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 Hold-up owing to frost**

- 46.1** If work is made impossible due to frost, the immediate results of frost or through the presence of snow cover, the employer is not obliged to make any payment, barring that which is stipulated in article 46.2.
- 46.2** For each working day that work is not possible as a result of the cause as intended in Article 46.1, the employer provides to the unemployment benefit payment allocated to the employee a supplement of at least 3/10<sup>th</sup> of the average weekly wage applicable for the employee, and the shift supplement that the employee has received over the 13 weeks prior to the hold-up owing to frost (if the unemployment benefit payment is less than that minimum level).  
If and insofar as that during the unemployment due to frost, the Employment Insurance Agency (UWV) payment body shall not pay a pension premium to the Dredging Pension Fund, the employer shall pay a premium to this Sector Pension Fund equal to the established premium during the period of redundancy payment.
- 46.3** In order to implement the employer obligations defined in article 46.2, the employee authorises the employer to receive the unemployment benefit payment for him, under penalty of the expiration of the employer's supplementary obligation. The employer is obliged to make the unemployment benefit payment, including any employer supplement, payable 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 illness 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 salary.

#### 47.3 Replenishment arrangements to incapacity for work

In the **first year of sickness**, for a maximum of 52 weeks the employee receives from the employer 100% of the fixed agreed wage per day, including the most recently applicable average supplements when working, and the average payment on account of overtime over the previous 52 weeks (= reference period) of employment.

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<sup>4</sup>.

It also applies that during the entire period the employer pays the employee the full amount of daily entitlements that the employee would have received had he 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.

During the **second year of sickness** (53-104 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 52 weeks of employment.

#### 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.

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<sup>4</sup> This wage is intended to mean the reference wage, excluding the holiday entitlements.

#### **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**

Sick employees who take holiday during their period of illness shall have no entitlement to continued wage payment from their employer during this period.

Sick employees are not entitled to continued wage payment on the generally recognised Christian holidays or on New Year's day if it does not fall on a Saturday or Sunday or Queens' Day, if it is celebrated on a Monday.

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 or 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 and holiday payment. The year-end payment is made in December and the holiday payment is made in May of that year by Fondsenbeheer Waterbouw. The further conditions relating to both payments 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 Expired**

**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 is a CBA concerning sector-specific regulations for the Dredging Industry (CAO BTER)

**51.2** In this CAO BTER further rules are imposed in relation to the arrangements that are performed by the following foundations:

- Stichting Opleidings- en Ontwikkelingsfonds (The Dredging Training and Development Foundation)

### **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 the Stichting Fondsenbeheer Waterbouw (SFW) (Dredging Funds Management Foundation), 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 April 5<sup>th</sup> 2018 and thus signed in triplicate in Rotterdam on June 14<sup>th</sup> 2018

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 2018

Increase by 1,75%

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	761,04	21,14	22,20	23,78	31,71	37,00	19,18	3,91
A 5	785,88	21,83	22,92	24,56	32,75	38,20	19,81	4,04
A 6	810,00	22,50	23,63	25,31	33,75	39,38	20,42	4,16
A 7	834,48	23,18	24,34	26,08	34,77	40,57	21,04	4,29
A 8	858,24	23,84	25,03	26,82	35,76	41,72	21,63	4,41
A 9	883,44	24,54	25,77	27,61	36,81	42,95	22,27	4,54
A10	908,28	25,23	26,49	28,38	37,85	44,15	22,90	4,67

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	691,20	19,20	20,16	21,60	28,80	33,60	17,42	3,55
B 4	709,56	19,71	20,70	22,17	29,57	34,49	17,89	3,65
B 5	728,64	20,24	21,25	22,77	30,36	35,42	18,37	3,74
B 6	746,64	20,74	21,78	23,33	31,11	36,30	18,82	3,84
B 7	764,64	21,24	22,30	23,90	31,86	37,17	19,28	3,93
B 8	783,00	21,75	22,84	24,47	32,63	38,06	19,74	4,02
B 9	801,36	22,26	23,37	25,04	33,39	38,96	20,20	4,12
B10	819,00	22,75	23,89	25,59	34,13	39,81	20,65	4,21

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	629,28	17,48	18,35	19,67	26,22	30,59	15,86	3,23
C 4	647,28	17,98	18,88	20,23	26,97	31,47	16,32	3,33
C 5	664,20	18,45	19,37	20,76	27,68	32,29	16,74	3,41
C 6	681,84	18,94	19,89	21,31	28,41	33,15	17,19	3,50
C 7	696,24	19,34	20,31	21,76	29,01	33,85	17,55	3,58
C 8	716,04	19,89	20,88	22,38	29,84	34,81	18,05	3,68
C 9	730,80	20,30	21,32	22,84	30,45	35,53	18,42	3,76
C 10	747,00	20,75	21,79	23,34	31,13	36,31	18,83	3,84



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	587,16	16,31	17,13	18,35	24,47	28,54	14,80	3,02
D 3	600,48	16,68	17,51	18,77	25,02	29,19	15,14	3,09
D 4	614,16	17,06	17,91	19,19	25,59	29,86	15,48	3,16
D 5	626,76	17,41	18,28	19,59	26,12	30,47	15,80	3,22
D 6	642,24	17,84	18,73	20,07	26,76	31,22	16,19	3,30
D 7	654,12	18,17	19,08	20,44	27,26	31,80	16,49	3,36
D 8	667,08	18,53	19,46	20,85	27,80	32,43	16,82	3,43
D 9	682,20	18,95	19,90	21,32	28,43	33,16	17,20	3,51
D 10	694,44	19,29	20,25	21,70	28,94	33,76	17,51	3,57

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	554,04	15,39	16,16	17,31	23,09	26,93	13,97	2,85
E 3	567,36	15,76	16,55	17,73	23,64	27,58	14,30	2,92
E 4	580,68	16,13	16,94	18,15	24,20	28,23	14,64	2,98
E 5	592,20	16,45	17,27	18,51	24,68	28,79	14,93	3,04
E 6	605,16	16,81	17,65	18,91	25,22	29,42	15,26	3,11
E 7	618,12	17,17	18,03	19,32	25,76	30,05	15,58	3,18
E 8	629,64	17,49	18,36	19,68	26,24	30,61	15,87	3,24
E 9	644,04	17,89	18,78	20,13	26,84	31,31	16,24	3,31

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	522,72	14,52	15,25	16,34	21,78	25,41	13,18	2,69
F 2	534,60	14,85	15,59	16,71	22,28	25,99	13,48	2,75
F 3	543,60	15,10	15,86	16,99	22,65	26,43	13,70	2,79
F 4	554,04	15,39	16,16	17,31	23,09	26,93	13,97	2,85
F 5	565,92	15,72	16,51	17,69	23,58	27,51	14,27	2,91
F 6	576,00	16,00	16,80	18,00	24,00	28,00	14,52	2,96
F 7	586,44	16,29	17,10	18,33	24,44	28,51	14,78	3,01
F 8	596,16	16,56	17,39	18,63	24,84	28,98	15,03	3,06
F 9	606,96	16,86	17,70	18,97	25,29	29,51	15,30	3,12

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	504,72	14,02	14,72	15,77	21,03	24,54	12,72	2,59
G 2	513,72	14,27	14,98	16,05	21,41	24,97	12,95	2,64
G 3	524,88	14,58	15,31	16,40	21,87	25,52	13,23	2,70
G 4	535,68	14,88	15,62	16,74	22,32	26,04	13,50	2,75
G 5	544,32	15,12	15,88	17,01	22,68	26,46	13,72	2,80
G 6	554,40	15,40	16,17	17,33	23,10	26,95	13,98	2,85
G 7	565,92	15,72	16,51	17,69	23,58	27,51	14,27	2,91
G 8	575,28	15,98	16,78	17,98	23,97	27,97	14,50	2,96
G 9	585,36	16,26	17,07	18,29	24,39	28,46	14,76	3,01

## Change of wages as of 1 oktober 2018

Increase by 1%

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	768,60	21,35	22,42	24,02	32,03	37,36	19,38	3,95
A 5	793,80	22,05	23,15	24,81	33,08	38,59	20,01	4,08
A 6	818,28	22,73	23,87	25,57	34,10	39,78	20,63	4,21
A 7	842,76	23,41	24,58	26,34	35,12	40,97	21,24	4,33
A 8	866,88	24,08	25,28	27,09	36,12	42,14	21,85	4,45
A 9	892,44	24,79	26,03	27,89	37,19	43,38	22,50	4,59
A10	917,28	25,48	26,75	28,67	38,22	44,59	23,12	4,71

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	698,04	19,39	20,36	21,81	29,09	33,93	17,60	3,59
B 4	716,76	19,91	20,91	22,40	29,87	34,84	18,07	3,68
B 5	735,84	20,44	21,46	23,00	30,66	35,77	18,55	3,78
B 6	754,20	20,95	22,00	23,57	31,43	36,66	19,01	3,88
B 7	772,20	21,45	22,52	24,13	32,18	37,54	19,47	3,97
B 8	790,92	21,97	23,07	24,72	32,96	38,45	19,94	4,06
B 9	809,28	22,48	23,60	25,29	33,72	39,34	20,40	4,16
B10	827,28	22,98	24,13	25,85	34,47	40,22	20,85	4,25

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	635,40	17,65	18,53	19,86	26,48	30,89	16,02	3,27
C 4	653,76	18,16	19,07	20,43	27,24	31,78	16,48	3,36
C 5	670,68	18,63	19,56	20,96	27,95	32,60	16,91	3,45
C 6	688,68	19,13	20,09	21,52	28,70	33,48	17,36	3,54
C 7	703,08	19,53	20,51	21,97	29,30	34,18	17,72	3,61
C 8	723,24	20,09	21,09	22,60	30,14	35,16	18,23	3,72
C 9	738,00	20,50	21,53	23,06	30,75	35,88	18,60	3,79
C 10	754,56	20,96	22,01	23,58	31,44	36,68	19,02	3,88

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	592,92	16,47	17,29	18,53	24,71	28,82	14,95	3,05
D 3	606,60	16,85	17,69	18,96	25,28	29,49	15,29	3,12
D 4	620,28	17,23	18,09	19,38	25,85	30,15	15,64	3,19
D 5	632,88	17,58	18,46	19,78	26,37	30,77	15,95	3,25
D 6	648,72	18,02	18,92	20,27	27,03	31,54	16,35	3,33
D 7	660,60	18,35	19,27	20,64	27,53	32,11	16,65	3,39
D 8	673,92	18,72	19,66	21,06	28,08	32,76	16,99	3,46
D 9	689,04	19,14	20,10	21,53	28,71	33,50	17,37	3,54
D 10	701,28	19,48	20,45	21,92	29,22	34,09	17,68	3,60

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	559,44	15,54	16,32	17,48	23,31	27,20	14,10	2,87
E 3	573,12	15,92	16,72	17,91	23,88	27,86	14,45	2,95
E 4	586,44	16,29	17,10	18,33	24,44	28,51	14,78	3,01
E 5	597,96	16,61	17,44	18,69	24,92	29,07	15,07	3,07
E 6	611,28	16,98	17,83	19,10	25,47	29,72	15,41	3,14
E 7	624,24	17,34	18,21	19,51	26,01	30,35	15,74	3,21
E 8	635,76	17,66	18,54	19,87	26,49	30,91	16,03	3,27
E 9	650,52	18,07	18,97	20,33	27,11	31,62	16,40	3,34

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	528,12	14,67	15,40	16,50	22,01	25,67	13,31	2,71
F 2	540,00	15,00	15,75	16,88	22,50	26,25	13,61	2,78
F 3	549,00	15,25	16,01	17,16	22,88	26,69	13,84	2,82
F 4	559,44	15,54	16,32	17,48	23,31	27,20	14,10	2,87
F 5	571,68	15,88	16,67	17,87	23,82	27,79	14,41	2,94
F 6	581,76	16,16	16,97	18,18	24,24	28,28	14,67	2,99
F 7	592,20	16,45	17,27	18,51	24,68	28,79	14,93	3,04
F 8	602,28	16,73	17,57	18,82	25,10	29,28	15,18	3,10
F 9	613,08	17,03	17,88	19,16	25,55	29,80	15,45	3,15

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	509,76	14,16	14,87	15,93	21,24	24,78	12,85	2,62
G 2	518,76	14,41	15,13	16,21	21,62	25,22	13,08	2,67
G 3	530,28	14,73	15,47	16,57	22,10	25,78	13,37	2,73
G 4	541,08	15,03	15,78	16,91	22,55	26,30	13,64	2,78
G 5	549,72	15,27	16,03	17,18	22,91	26,72	13,86	2,82
G 6	559,80	15,55	16,33	17,49	23,33	27,21	14,11	2,88
G 7	571,68	15,88	16,67	17,87	23,82	27,79	14,41	2,94
G 8	581,04	16,14	16,95	18,16	24,21	28,25	14,65	2,99
G 9	591,12	16,42	17,24	18,47	24,63	28,74	14,90	3,04

## **ANNEX 2 FACTORS ASSOCIATED WITH THE CALCULATION OF HOLIDAY RIGHTS AND DAILY ENTITLEMENTS 2018 - 2019**

Calculation factors associated with the holidays right values 2018/2019.  
The holidayrightyear starts at 9 April 2018 up to and including 12 April 2019.

### **1. Calculation of number of days to be reimbursed**

During the holiday entitlement year 2018/2019 every worker is entitled to 26 days leave (Article 37 paragraph 1).

Kingsday is regarded as a normal working day, which is not entitled to time off exists; except in the case Kingsday is celebrated on Monday.

They are also entitled to compensation on generally recognized Christian holidays during the period July 1 2018 to July 1 2019, namely:

- Christmas Day : 25 December 2018
- Boxing Day : 26 December 2018
- New Year's Day : 1 January 2019
- Easter Monday : 22 April 2019
- Ascension Day : 30 May 2019
- Whit Monday : 10 June 2019

For the determination of holidays and days the week is set to 5 days.

In addition, given a holiday pay of 8.1% for 265 days = 21 days.

The daily entitlement is included in the service charge of 6%.

This base is then increased by 5%.

In the holiday entitlements for 2018/2019 there will be: 26 days off + 6 holidays + 21 days benefit = **53** days to be paid.

During the holiday entitlement year 2018/2019, the following employees are entitled to additional leave and this, together with the provisions of paragraph 1 of Article 37 to a total number of:

- Employees born on or after 1 January 2000 : 29 days;
- Employees born in the period from 1 January 1959 up to and including 31 December 1963 : 41 days;
- Employees born before 1 January 1959 : 44 days.

## 2. Calculation of number of working days in the year 2018/2019

Basic 52 weeks : 260 days

Kingsday is regarded as a normal working day, which is not entitled to time off exists; except in the case Kingsday is celebrated on Monday.

During the year, work is not performed over 26 holiday days + 5 generally recognised Christian public holidays, namely:

- Ascension Day : 10 May 2018
- Whit Monday : 21 May 2018
- Christmas Day : 25 December 2018
- Boxing Day : 26 December 2018
- New Year's Day : 1 January 2019

The number of days to be paid must therefore be accrued in  $260 - 26 - 5 = 229$  days.

The daily entitlements are calculated as follows:

$53/229 \times 1/5 \times 1.05 \times 1.06 = \mathbf{0,05151878}$  x the basic weekly wage.

For employees born in the period from 1 January 1959 up to and including 31 December 1963 who are entitled to 41 holiday days, the daily entitlement is calculated as follows:

$68/214 \times 1/5 \times 1,05 \times 1,06 = \mathbf{0,07073271}$  x the basic weekly wage

For employees born prior to 1 January 1959 who are entitled to 44 holiday days, the daily entitlement is calculated as follows:

$71/211 \times 1/5 \times 1,05 \times 1,06 = \mathbf{0,07490332}$  x the basic weekly wage

For employees born on or after 1 January 2000 and consequently claim 3 days of extra holiday, the daily entitlement is calculated as follows:

$56/226 \times 1/5 \times 1,05 \times 1,06 = \mathbf{0,05515752}$  x the basic weekly wage

## ANNEX 3 JOB CLASSIFICATION DREDGING

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

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 2015 – 2018

### 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 2018	As per 1 October 2018
Remuneration trainees weekly	€ 85.44	€ 86.29
Remuneration trainees monthly	€ 355.19	€ 358.74

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 2015	As per 1 April 2016
Contribution accommodation trainees	€ 234.70	€ 237,04

### 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 from 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 NATIONALITY 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 calendar 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 calendar 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 Dredging Contractors), 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.

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## **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 15 paragraph 12.
- 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 3,5% 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 15.13 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 15.13 of the CBA Dredging.

The public holidays, as cited in Article 37.1 of the CBA Dredging is 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 work at 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 Invalidity pension**

On the basis of a scheme agreed by or on behalf of the employer with the Dredging Social Fund, 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 Invalidity Pension of 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 AGREEMENT SUSTAINABLE EMPLOYMENT RELATIONSHIP AND EMPLOYABILITY**

Parties to his 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.

In April 2018 the following protocol appointment was additionally made:

### **Integral Sustainable Employability Policy: Resilient in the labor market and healthy retirement**

The CBA parties ask a joint working group to make concrete, financially substantiated proposals on the following topics:

1. Individual learning account/personal training- and development budget, including sustainable employability, retraining, career development and financial scan;
2. Scheme for the elderly.

The results of these allow CBA parties to convert these proposals into collective agreements applicable from 1 April 2019.