

**Collective Bargaining Agreement  
for Non-EU Offshore Fishers 2015-2019**



## PREAMBLE

### **The undersigned,**

Redersvereniging voor de Zeevisserij, under Dutch law an association with full legal power and statutory power to enter into collective bargaining agreements, domiciled at Zoetermeer, The Netherlands, Louis Braillelaan 80, legally represented by Mr Gerardus J. van Balsfoort, as Party on the Employers' side,

### **and**

CNV Vakmensen.nl, under Dutch law an association with full legal power and statutory power to enter into collective bargaining agreements, domiciled at Utrecht, The Netherlands, Tiberdreef 4, legally represented by Mr Piet Fortuin and Mr Wietze A.M. Kampen, as Party on the Fishers' side,

### **whereas,**

1. under (sustainable) fisheries partnership agreements (FPA's) of the European Union (EU), Dutch owners of pelagic freezer-trawlers operate their vessels in fishing or exclusive economic zones of non-EU coastal states;
2. FPA's often prescribe that a number of offshore fishers, domiciled in the coastal state concerned, be employed aboard foreign fishing vessels having access to the fishing or exclusive economic zone(s) of the same coastal state;
3. the Dutch pelagic freezer-trawler owners also employ aboard their vessels other offshore fishers, whether under their own employment or hired from other employers, who are not domiciled within the European Union;
4. with a view to Article 94 of the United Nations' *Convention on the Law of the Sea, 1982*, to which The Netherlands is Party, they agree that the labour conditions of the offshore fishers, who are not domiciled within the European Union ("non-EU offshore fishers") and who work aboard Dutch pelagic freezer-trawlers:
  - a. are a responsibility of the social partners of the Dutch trawl fisheries sector;
  - b. should at least comply with internationally agreed minimum standards; and



- c. should be laid down in a minimum collective bargaining agreement to which the law of the Netherlands should apply;
5. the International Labour Organization (ILO) adopted the *Work in Fishing Convention, 2007 (C188)* on 14 June 2007 and the convention sets international minimum standards for living and working conditions aboard fishing vessels;
  6. in its Annex II, C188 lists the particulars a contract, under which a fisher works aboard a fishing vessel (“fisher’s work agreement”), shall contain except in so far as the inclusion of one or more of them is rendered unnecessary by the fact that the matter is regulated in another manner by national law or a collective bargaining agreement;
  7. of the particulars to be included in a fisher’s work agreement, Dutch law provides for the protection that will cover the fisher in the event of sickness, injury or death in connection with the service, the health and social security coverage and benefits to be provided to the fisher by the fishing vessel owner, or respectively the employer, and the fisher’s entitlement to repatriation;
  8. of the particulars to be included in a fisher’s work agreement, a collective bargaining agreement between them should therefore cover the particulars of employment, including commencement and termination of the fisher’s work agreement, (paid) leave, minimum periods of rest, remuneration and allowances, and provisions to be supplied to the fisher;
  9. remuneration of non-EU offshore fishers should, in the absence of such guidelines for fishers, be based on international minimum guidelines, as adopted by the International Labour Organization (ILO) for remuneration of able seafarers<sup>1</sup>, but should nonetheless reflect the particular nature of the offshore fishing sector; and
  10. The Netherlands has ratified and implemented the *Private Employment Agencies Convention, 1997 (C181)* of the ILO,

**have agreed the following *Collective Bargaining Agreement for Non-EU Offshore Fishers, 2015-2019*:**

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1. Periodically set by the Subcommittee on Wages of Seafarers of the Joint Maritime Commission of the ILO on basis of Guideline B2.2.4, Minimum monthly basic pay or wage figure for able seafarers, of the *Maritime Labour Convention, 2006 (MLC)*, which actually does not apply to “ships engaged in fishing or in similar pursuits” (MLC, Article II, paragraph 4). In February 2014, the Commission has set the minimum monthly basic pay to USD 592 for 2015 and USD 614 for 2016 (see: International Labour Office, *Final report: Updating of the minimum monthly basic pay or wage figure for able seafarers: Seafarers’ Hours of Work and the Manning of Ships Recommendation, 1996 (No. 187); Maritime Labour Convention, 2006, Guideline B2.2.4 – Minimum monthly basic pay or wage figure for able seafarers*, Geneva 26-27 February 2014, document SWJMC/2014/7).

# Chapter I

## GENERAL TERMS

### Article I.1

#### *Definitions and conventions*

1. For the purpose of this Agreement:
  - a. *sea-fisheries* means commercial offshore fishing<sup>2</sup>;
  - b. *trawl-fisheries* means any type of sea-fisheries in which trawl nets are used to catch fish;
  - c. *fishing vessel* or *vessel* means any sea-going fishing ship as referred to in Book 8-I, Title 1, Article 2, paragraph 3, of the *Burgerlijk Wetboek* (Dutch Civil Code) that is entitled, in accordance with rules of law of The Netherlands, to fly the flag of the Kingdom of the Netherlands;
  - d. *pelagic freezer-trawler* or *trawler* means any fishing vessel built for trawl-fisheries from its stern, which is equipped with a deep freezing plant and reefer holds;
  - e. *fishing vessel owner* means the owner of a pelagic freezer-trawler or any other organization or person who has assumed the responsibility for the operation of the vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on fishing vessel owners in accordance with this Agreement, regardless of whether any other organization or person fulfills certain of the duties or responsibilities on behalf of the fishing vessel owner;
  - f. *fisher* means any natural person domiciled outside the European Union and working in any capacity on board a pelagic freezer-trawler but excluding:
    - 1° pilots,
    - 2° naval personnel,
    - 3° other persons in the permanent service of a government,
    - 4° shore-based persons carrying out work aboard a fishing vessel,
    - 5° fisheries observers, and
    - 6° any other person excluded under Dutch law;

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2. The *Work in Fishing Convention, 2007* of the ILO defines *commercial fishing* as “all fishing operations [...] with the exception of subsistence fishing and recreational fishing”.

- g. *able fisher* means a fisher who is qualified and capable to perform duties in all deck departments of a pelagic freezer-trawler, including forming part of a navigational watch, and possesses the following, valid certificates that shall be issued or recognized by or under the authority of the Dutch Administration,
- 1<sup>o</sup> medical certificate attesting to the fisher's medical fitness, including his hearing and eyesight, to perform his duties on board a fishing vessel,
  - 2<sup>o</sup> a valid basic safety certificate stating that the fisher has received basic safety training for all fishing vessel personnel,
  - 3<sup>o</sup> a valid certificate of proficiency in survival craft and rescue boats other than fast rescue boats,
  - 4<sup>o</sup> a valid certificate of proficiency in fast rescue boats if the trawler carries such a boat,
  - 5<sup>o</sup> a valid certificate declaring that the fisher meets the requirements of the Annex to Resolution 4 of Attachment 2 to the Final Act of the International Conference on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel, 1995;
- h. *fisher's work agreement* means employment agreement in sea-fisheries as referred to in Article 739, opening words and sub c, of Book 7, Title 10, Section 12A, of the *Burgerlijk Wetboek* (Dutch Civil Code) and any other employment agreement;
- i. *worker* means the fisher who is employed through a fisher's work agreement in the context of work aboard a pelagic freezer-trawler;
- j. *crew* means all fishers working aboard a pelagic freezer-trawler during a voyage who are entered in the vessel's prescribed crew list or enrolment form;
- k. *posting* means employing a fisher on one's own behalf and making the fisher available to the fishing vessel owner, who assigns the fisher his tasks and supervises the execution of these tasks;
- l. *provider enterprise* means the employer of a posted fisher;
- m. *Waadi* means *Wet allocatie arbeidskrachten door intermediairs* (Dutch Allocation of workforce by private employment agencies Act);
- n. *CBA* means collective bargaining agreement;
- o. *expatriation* means sending a fisher from a sea- or airport in the fisher's country of residence or other agreed place to the fishing vessel for embarkation;
- p. *repatriation* means sending a fisher back from the fishing vessel after disembarkation to a place of the fisher's choice, which can either be,
- 1<sup>o</sup> the place where the fisher's work agreement or other employment agreement was signed, or

- 2° a sea- or airport in the fisher's country of residence, or  
3° the place designated in the fisher's work agreement or other employment agreement;
- q. block* means a block of deep frozen fish with a minimum weight of 20 kg net that has been packed in a polyethylene wrap or bag and a marked carton box.
2. The format of references in this CBA to a Book of the *Burgerlijk Wetboek* (Dutch Civil Code), *e.g.* to Article 668a in Book 7, is Article 7:668a DCC.
  3. The number format in this CBA is European, *i.e.* a point separates thousands and a comma separates decimals from the integer (*e.g.* 1000 ⇔ 1.000,00).

### **Article I.2**

#### ***Annexes and Appendix***

1. The Annexes form an inextricable part of this CBA. If an annex does not cover the rank or function of the worker the matter shall be provided for in his fisher's work agreement.
2. The Appendix does not form part of this CBA. The information given in the Appendix neither binds the fishing vessel owner nor the employer. They are only bound by the prevailing Dutch legislation on the subject matters dealt with in the Appendix. Neither the fishing vessel owner, nor the employer is liable for any damage a worker may incur if the prevailing legislation turns out to differ from the information given in the Appendix.

### **Article I.3**

#### ***Scope***

This CBA applies to the fisher's work agreement of a worker employed on board a 'pelagic freezer-trawler' type fishing vessel unless the employer and the worker have instead agreed to apply the *Collectieve arbeidsovereenkomst trawlvisserij* (Dutch CBA Trawl-fisheries) to the fisher's work agreement on basis of the latter CBA's Article A3, paragraph 3.

### **Article I.4**

#### ***Fishing vessel owner's responsibilities***

The fishing vessel owner shall fulfill the fishing vessel owner's responsibilities under this CBA towards both workers under his own employment and posted fishers.

**Article I.5*****Crew list, fisher's work agreement, and CBA***

1. The fishing vessel owner shall ensure that:
  - a. the Skipper enters all fishers working aboard the fishing vessel he commands into the vessel's crew list prior to each voyage and that he adjusts the crew list to any crew changes during the voyage;
  - b. each fisher aboard carries an original copy of his fisher's work agreement or other employment agreement signed by both the employer and the fisher;
  - c. an original copy of the signed fisher's work agreement or other employment agreement of each fisher working aboard be kept aboard for review by the fisher and other authorized persons; and that
  - d. a copy of this CBA be kept aboard for review by the fishers and other authorized persons.
2. A copy of each crew list and any adjustments thereto shall be kept ashore by the fishing vessel owner.

**Article I.6*****Applicable law***

This CBA is governed by the law of The Netherlands, which covers for fishers, *inter alia*, minimum age, medical examination, training and certification, manning and hours of rest, the crew list or enrolment form, repatriation<sup>3</sup>, posting, crew's accommodation and food, medical care aboard and abroad, sickness benefit for those who are not covered by the Dutch social security system or the social security system of an other Member State of the European Union<sup>4</sup>, occupational safety and health, compulsory pre-sea basic safety training, protection in case of work-related sickness, injury or death, fishing vessel owner's liability, maritime lien, and access to Dutch courts.

**Article I.7*****Duration of this CBA***

This CBA has been made for the period from 1<sup>st</sup> January 2015 up to and including 31<sup>st</sup> December 2019. It legally terminates at expiration of this period; it will not be renewed automatically.

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3. See Part I of the non-binding Appendix to this CBA.

4. See Parts II and III of the non-binding Appendix to this CBA.



## **Chapter II**

### **THE EMPLOYMENT**

#### **Article II.1**

##### *Pre-employment requirements*

1. Each fisher agrees to serve his employer and the fishing vessel owner competently and undertakes that he possesses, and will exercise, the skills and certificates required for the rank or function he shall serve in.
2. Without prejudice to the previous paragraph, the fishing vessel owner is entitled to require that any fisher to be employed shall have at least:
  - a. a pre-employment medical examination, at the employer's expense, by a medical practitioner duly appointed or recognized by the Dutch Administration; and
  - b. received a pre-employment basic safety training for all fishing vessel personnel which is approved or recognized by the Dutch Administration,and shall prove compliance with sub-paragraphs *a* and *b* by means of valid certificates.
3. No fees or other charges for recruitment, placement or posting shall be borne by the fisher either directly or indirectly, in whole or in part, including any travel and/or subsistence expenses incurred for the purpose of joining the assigned vessel outside the country of residence of the fisher.

#### **Article II.2**

##### *Commencement, duration and termination of the employment*

1.
  - a. For the purpose of this Article, if a fisher works in a rotation system consisting of an agreed number of periods of a fixed duration on duty aboard, followed by an agreed number of periods of a fixed duration off duty ashore (*e.g.* two times three weeks on, three weeks off), the number of periods of a fixed duration on duty shall be deemed to be a voyage.
  - b. This Article applies without prejudice to the fisher's repatriation rights.
2. The fisher's work agreement shall be made in writing and be signed by both the employer and the worker. A model and guidelines for the fisher's work agreement are included in Annex I to this CBA.

3. The fisher's work agreement may be made for an indefinite period; or for a definite period; or for a definite period of one or more voyages. If parties agree a trial period, the condition shall be laid down in the agreement.
4. Article 7:668a, paragraph 2, DCC only applies if the sequential employment agreements, referred to in the said Article, have been agreed between a worker and different employers who are joint to a group as referred to in Article 2:24b DCC.
5. If the worker is employed for the preparation of the trawler for its voyage, the fisher's work agreement commences on the first day of the work involved. Otherwise the fisher's work agreement commences on the day the trawler departs.
6.
  - a. During the period of service aboard the trawler, both the employer and the worker may rescind a fisher's work agreement, that has been made for an indefinite period, in any port the trawler calls, by giving written notice for rescission. However, the fisher's work agreement ends legally on the day the worker reaches retirement age under the social security system that applies to him.
  - b. The period of notice for rescission of the fisher's work agreement, referred to in sub-paragraph a, is, for both the employer and the worker, one full voyage plus the prescribed number of lay days in port, if any, immediately following on the voyage. If, between two voyages of the trawler, after prescribed lay days in port have elapsed, more than seven days elapse, the period of notice for rescission is seven days for both the employer and the worker. A written notice shall be deemed to have been given timely if it has been given within 24 hours after commencement of a voyage.
7. If the fisher's work agreement has been made for a definite period, it terminates legally in the first port the pelagic freezer-trawler calls after the period has ended for which it has been made and the written notice for rescission, if required, has been given timely. In any case a notice for rescission is required for premature rescission of the agreement if parties have expressly agreed that the agreement may end prematurely. Paragraph 6 applies *mutatis mutandis* to premature rescission.
8. If the fisher's work agreement has been made for one or more voyages, the agreement terminates legally in the port the parties have agreed for its termination. If the parties have not agreed a port in which the agreement shall terminate, the home port of the trawler shall be deemed to be the agreed port. If the voyage, or respectively the last voyage ends in a port other than the agreed port, the agreement terminates legally at the moment when the worker has been fully repatriated in accordance with Article 7:718 DCC<sup>5</sup>. However, if the worker's right to repatriation

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5. See, without prejudice, Part I of the Appendix to this CBA.

has expired on grounds of Article 7:718, paragraph 4, DCC, the agreement terminates legally in the other port, referred to in the preceding sentence.

### **Article II.3**

#### ***Termination of the fisher's work agreement in case of damage incurred to the vessel***

If, in case of incurred damage, it turns out that repair of the trawler will take more than seven days, the fisher's work agreement may be terminated instantly, *i.e.* without giving notice, within three days after the damage has been incurred to the vessel. Without prejudice to the worker's repatriation rights, the agreement will then end in the first port of call. If termination does not occur within three days after the damage has been incurred to the trawler, the employer shall give the worker written notice of the termination of his agreement and shall observe a period of notice of seven days.

### **Article II.4**

#### ***Delay and temporal laying-up***

1. For the purpose of this Article, work ashore includes work on board while the trawler is in port.
2. If a voyage, after the prescribed lay days of the trawler in port have elapsed, does not commence in time, the workers concerned shall be deployed for work ashore as far as possible. The fishing vessel owner or the employer shall give written instructions relative to the work ashore in due time.
3. The possible deployment for work ashore shall start on the day on which the prescribed lay days in port elapse, but not sooner than the time on which the trawler's voyage should have commenced. The employer, after consultation with the workers, may decide that the worker shall take the compensatory leave accrued by the latter.

### **Article II.5**

#### ***Discharging the catch***

Discharging of the catch takes place in accordance with local customs and practice. If workers are deployed for discharging, the fishing vessel owner shall be responsible for organizing the discharging operation. The employer shall determine the labour conditions of the workers, which shall not be less than the conditions agreed in this CBA. Both the workers and CNV Vakmensen shall be informed in writing about the labour conditions referred to in this Article.

**Article II.6**  
***Standing orders***

The fisher shall strictly observe any written standing orders in the English language provided to him by his employer and/or the fishing vessel owner. Repeated violation of such standing orders by the fisher, despite warnings, constitutes an urgent reason for the employer to immediately terminate the fisher's employment.

**Article II.7**  
***Expatriation***<sup>6</sup>

The fisher is entitled to free transport, as far as practicable in a fast, convenient manner, if possible by aeroplane, from a port or airport in his country of residence to the port in or from which he shall embark the designated pelagic freezer-trawler.

**Article II.8**  
***Alcohol, drugs and weapons***

Without explicit written permission from the fishing vessel owner, any fisher is prohibited from buying, selling, receiving, bartering, making, trafficking, using and/or keeping alcoholic drinks, drugs and weapons aboard. Violation of this Article constitutes an urgent reason for the employer to immediately terminate the fisher's employment.

**Article II.9**  
***Confidentiality***

1. Unless legally provided otherwise, the fisher is prohibited from disclosing in any form<sup>7</sup> of any information concerning the employer, the fishing vessel owner, any legal or natural person affiliated to them, and the pelagic freezer-trawler. Violation of this duty of confidentiality constitutes an urgent reason for the employer to immediately terminate the fisher's employment.
2. The previous paragraph does not apply if the fisher has explicit written permission from the natural or legal person concerned to disclose within the terms of the permission specific information.

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6. Article 7:718 DCC deals with *re*-patriation. See Part I of the non-binding Appendix to this CBA.

7. For instance oral disclosure or disclosure through social media, audio recording, e-mail, photograph, video &c.

## **Chapter III**

### **HOURS OF REST AND LEAVE**

#### **Article III.1** *Hours of rest*

1. Without prejudice to Dutch law, the fishing vessel owner, or the skipper on his behalf, shall implement a working pattern aboard the trawler giving each fisher at least ten hours of rest in any period of 24 hours and 77 hours or rest in any seven-day period.
2. The hours of rest in any period of 24 hours shall not be divided into more than two periods, one of which shall be no less than six consecutive hours.
3. A consecutive period of service aboard shall not last longer than 182 days. Before a new consecutive period of service aboard may start, each fisher shall be given at least one-seventh day of compensatory leave for each day of service aboard during the immediately preceding consecutive period of service aboard.

#### **Article III.2** *Paid leave*

1. For each month of service aboard a worker accrues:
  - a. 2,5 days of paid leave (holidays); and
  - b. four days of paid compensatory leave.
2. If a worker has not served a full month, his right to paid leave shall be in proportion to the number of days served aboard. For the purpose of this paragraph a month is deemed to consist of 30 days.

#### **Article III.3** *Leave without pay*

1. At the worker's request, the skipper may grant him leave without pay if the workload or expected workload permits.
2. If a worker has agreed to serve in a rotation system (*e.g.* six weeks of service aboard, immediately followed by three weeks ashore), the periods ashore after repatriation, and after any subsequent paid leave and/or paid compensatory leave have been enjoyed, shall be considered periods of leave without pay.



## **Chapter IV**

### **REMUNERATION AND ALLOWANCES**

#### **Article IV.1**

##### *Time calculation*

For the purpose of this Chapter a month is deemed to consist of 30 days and 312 hours<sup>8</sup>.

#### **Article IV.2**

##### *Consolidated minimum wage*

1. For his services, the worker is entitled to a consolidated minimum wage per month which shall be composed as follows:
  - a. a monthly minimum basic pay derived from the applicable monthly minimum basic pay for an able fisher as mentioned in the Table I of Annex II;
  - b. 6,5/30<sup>th</sup> part of the figure referred to in sub-paragraph *a* for 6,5 days of paid leave, including 2,5 holidays and four days of compensatory leave;
  - c. 7/312<sup>th</sup> part of the figure referred to in sub-paragraph *a* for 7 hours of public holidays; and
  - d. 8% of the sum of the figures referred to in sub-paragraphs *a*, *b* and *c* as holiday bonus.
2. Each period of service, and thus of remuneration, starts with the day of the fisher's departure from his country of residence for embarkation on the designated fishing vessel and ends with the day on which he has been fully repatriated in accordance with Dutch law.
3. If a worker has not served a full month, his consolidated wage shall be in proportion to the number of days he has served.
4. Depending on the calendar year, the worker's consolidated minimum wage per month is shown behind his rank or function in Table II, III, IV, V or VI of Annex II.
5. The piece rate detailed in Article IV.3 shall be deemed to include compensation for any overtime worked.

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8.  $(30 \text{ days} - 4 \text{ compensatory days}) \times 12 \text{ hours} = 312 \text{ hours per month.}$



**Article IV.3*****Consolidated minimum piece wage***

1. In addition to the consolidated minimum wage detailed in Article IV.2, the worker is entitled to a consolidated minimum piece wage for the number of blocks produced aboard the pelagic freezer-trawler while he serves on board. The consolidated minimum piece wage per block shall be composed as follows:
  - a. a minimum piece wage per block derived from the applicable piece wage per block of an able fisher as mentioned in Table I of Annex II;
  - b. 2,5/30<sup>th</sup> part of the figure referred to in sub-paragraph *a* for 2,5 days of paid leave;
  - c. 7/312<sup>th</sup> part of the figure referred to in sub-paragraph *a* for 7 hours of public holidays; and
  - d. 8% of the sum of the figures referred to in sub-paragraphs *a*, *b* and *c* as holiday bonus.
2. Depending on the calendar year, the worker's consolidated minimum piece wage per block is shown behind his rank or function in Table II, III, IV, V or VI of Annex II.
3. To calculate the minimum amount the worker is entitled to under this Article, his consolidated minimum piece wage per block shall be multiplied by the number of blocks produced during his presence aboard.

**Article IV.4*****The principle of no work, no pay***

1. While on board, each worker shall be entitled to full remuneration in accordance with Articles IV.2 and IV.3 whether there is supply of work or not.<sup>9</sup>
2. Paragraph 1 of this Article does not apply if the worker refuses to work. In such a case the principle of no work, no pay shall apply.

**Article IV.5*****Allowances***

Unless the employer provides for sustenance in kind and without prejudice to his repatriation rights, during ex- and repatriation the worker shall receive a sustenance allowance of USD 30,00 net per day.

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9. Clarification: If there is a period in which there is no supply of work because there is no catch, as a consequence of the piecework system there will be no piece pay for that period.





**Article IV.6**

***Payment***

1. The wage shall be paid within ten days after the month has elapsed in which it was earned.
2. The piece wage shall be paid with the monthly fixed pay for the month in which the catch has been discharged.
3. An allowance shall be paid with the wage for the month in which the allowance became payable.
4. The employer shall provide the worker with a written statement of every payment of his remuneration within a reasonable period of time after the due date for such payment, specifying the composition of the pay and other remuneration, the amounts which have been stopped from it, and any currency rates which have been used. This statement to also specify the name of the employer, the name of the worker, the period for which the remuneration is due, the applicable statutory minimum wage, if any, for the period concerned, as well as the working time agreed. A model for a statement on payment of remuneration is included in Annex V to this CBA.

## **Chapter V**

### **PROVISIONS**

#### **Article V.1**

##### *Food, drinking water, bedding, and laundry facilities*

1. The fishing vessel owner shall provide the following to each fisher free of charge whilst serving on board:
  - a.* sufficient food and drinking water of appropriate quality, nutritional value and quantity that adequately covers the requirements of the fishers and take into account the differing cultural and religious backgrounds of the fishers;
  - b.* cutlery and crockery as detailed in Annex III, paragraph 3, sub-paragraph *a*;
  - c.* bedding and linen as detailed in Annex III, paragraph 3, sub-paragraph *b*; and
  - d.* laundry facilities.
2. The fishing vessel owner shall provide the galley with all items of equipment normally required for cooking purposes. The items referred to in paragraph 1, sub-paragraphs *b* and *c*, shall be of good quality.
3. The provisions detailed in this Article are and remain the property of the fishing vessel in so far, in the case of food and drinking water, as they have not been used.
4. The fisher shall treat food and drinking water with due respect and shall use and maintain the other provisions such that they are kept in good condition and are prevented from loss and unnecessary damage. Items lost or damaged due to the fisher's fault shall be replaced by the fishing vessel owner at the fisher's cost.

#### **Article V.2**

##### *Personal protective equipment and work-clothes*

1. At no cost to the fisher, the fishing vessel owner shall provide him with personal protective equipment and work-clothes as detailed in Annex III, paragraphs 1 and 2 and any other protective equipment required in accordance with the occupational safety and health legislation of The Netherlands. The fishing vessel owner shall renew personal protective equipment at no cost to the fisher whenever it is lost, damaged or worn-out by normal use.



2. The fisher shall use and maintain the personal protective equipment and work-clothes provided to him such that they are kept in good condition and are prevented from loss and unnecessary damage. Items lost, damaged, or worn-out due to the fisher's fault shall be replaced by the fishing vessel owner at the fisher's cost.

## **Chapter VI**

### **SICKNESS**

#### **Article VI.1**

##### *Definition*

For the purpose of this Chapter, *sickness* includes disease, ailment, pregnancy, and injury.

#### **Article VI.2**

##### *Reporting sick*

1. A fisher, who is aboard and who cannot work due to sickness, shall report himself sick to the officer of the navigational watch, or to the designated officer appointed by the skipper, without delay.
2. A worker, who is ashore and who cannot work due to sickness, shall report himself sick to his employer without delay but not later than the point in time prescribed by the employer.

#### **Article VI.3**

##### *Employer's instructions*

1. A worker, who has reported sick, shall comply with written instructions concerning sickness absence given by the employer. Such instructions may include instructions from social security institutions and private insurers.
2. A worker, who has reported sick, risks postponement or forfeiture of his possible rights to sickness benefits and/or services, including medical care, if he does not comply with the instructions referred to in the previous paragraph.

#### **Article VI.4**

##### *Overlap of entitlements to sickness benefits and services*

If entitlements for the same period and for the same sickness overlap, benefits and services a worker is entitled to against his employer under Dutch law are only provided to the extent that these exceed his entitlements under other law. However, this limitation does not affect the worker's entitlement against his employer to medical care as long as he has not been fully repatriated in accordance with Dutch law.

**Chapter VII**  
**(RESERVED)**



**Chapter VIII**  
**(RESERVED)**



## **Chapter IX**

### **POSTED FISHERS**

#### **Article IX.1**

##### *Scope*

This Chapter applies to posted fishers who entirely or partially work outside the Netherlands aboard a pelagic freezer-trawler.

#### **Article IX.2**

##### *Duties of the fishing vessel owner*

1. The fishing vessel owner shall ensure, in compliance with Article 8 of the Waadi, that fishers made available to him shall do their work under his command and supervision against conditions relating to remuneration and allowances, hours of work and hours of rest, work in night shifts, breaks, duration of holidays, work on public holidays, and measures to combat discrimination on grounds of gender, race, religion or philosophy of life, handicap, age, or sexual orientation which at least comply with the terms and conditions laid down in this CBA.
2. The fishing vessel owner shall further ensure that the provider enterprise:
  - a. is registered, in accordance with Article 7a, first paragraph, of the Waadi, as provider enterprise in the trade register of the Dutch Chamber of Commerce;
  - b. shall not charge fees or any other moneys directly or indirectly, in whole or in part, to the fisher for making him available to the fishing vessel owner;
  - c. shall fully compensate the fisher, who will be posted, for any costs he incurs for obtaining a muster or seaman's or seafarer's book and for obtaining a medical certificate prescribed by Dutch law which attests to the fisher's fitness to perform his duties on board fishing vessels;
  - d. keeps in behalf of the competent authority of the country in which he is resident or domiciled a register of fishers he has made available; this register shall contain at least the fisher's personal data detailed in Annex IV to this CBA;
  - e. ensures that,

- 1<sup>o</sup> before or at the time of commencement of their employment fishers who will be posted will be informed about their rights and duties in accordance with their fisher's work agreement with the provider enterprise,
- 2<sup>o</sup> all necessary measures have been taken enabling fishers who will be posted to study their fisher's work agreement with the provider enterprise,
- 3<sup>o</sup> fishers who will be posted receive a signed copy of their fisher's work agreement with the provider enterprise,
- 4<sup>o</sup> posted fishers receive a written statement of every payment of their remuneration within a reasonable period of time after the due date for such payment, specifying the composition of the pay and other remuneration, the amounts which have been stopped from it, and any currency rates which have been used; this statement to also specify the name of the provider enterprise, the name of the posted fisher, the period for which the remuneration is due, the applicable statutory minimum wage, if any, for the period concerned, as well as the working time agreed; a model for a statement on payment of remuneration is included in Annex V to this CBA; and
- 5<sup>o</sup> for enforcement purposes, a copy of each statement referred to under 4<sup>o</sup> shall be given by the provider enterprise to the fishing vessel owner immediately after it has been issued to the fisher; and

f. further ensures that,

- 1<sup>o</sup> each posted fisher disposes of the qualifications and documents required by the *Wet zeevarenden* (Dutch Seafarers Act) for the rank of function in which he shall serve, including at least,
  - valid identity documents,
  - a valid muster, seaman's, or seafarer's book,
  - a valid medical certificate, issued by or under the authority of, or recognized by the Dutch Administration, attesting to the fishers fitness to perform his duties aboard a fishing vessel,
  - a valid certificate, issued by or under the authority of, or recognized by the Dutch Administration, of basic safety training for all fishing vessel personnel,
- 2<sup>o</sup> the fisher's work agreement between the fisher and the provider enterprise,
  - is in compliance with applicable laws, regulations and applicable collective bargaining agreements, and
  - at least complies with the model and guidelines given in Annex I to this CBA, and
- 3<sup>o</sup> each posted fisher carries with him at embarkation, the documents referred to under 1<sup>o</sup>, two signed copies of his fisher's work agreement and, if applicable, a copy of the collective bargaining agreement other than this CBA.



## **Chapter X**

### **FINAL TERMS**

#### **Article X.1**

##### *Remuneration schedules for 2017, 2018 and 2019*

The Parties to this CBA shall amend the remuneration schedules for 2017, 2018 and 2019 in Annex II once the Joint Maritime Commission of the International Labour Organization has set minimum monthly basic pay or wage figure(s) for able seafarers for those years.<sup>10</sup> Without prejudice to the first sentence, the figures for the last year set by the Commission remain in force for subsequent year(s) thereafter.

#### **Article X.2**

##### *Amendments to this Agreement and its Annexes*

During the period of validity of this Agreement, its clauses and annexes may be reviewed and amended provided both Parties mutually agree on amendments and/or additions. Such amendments and/or additions shall be agreed in writing and signed by the Parties.

#### **Article X.3**

##### *Compensation for CNV Vakmensen*

The Redersvereniging voor de Zeevisserij shall pay CNV Vakmensen upon receipt of their invoice a compensation of EUR 1.000,00 for the latter's participation in this CBA.

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10. On 7 April 2016 the ILO Joint Maritime Commission decided to leave the minimum monthly basic pay or wage figure for able seafarers unchanged and to reconvene early 2018 for the next review of the figure.

# Annex I

## MODEL AND GUIDELINES FOR THE FISHER'S WORK AGREEMENT

### *Fisher's work agreement*

MODEL

01. Employer's full name and address	04. Place of signing	05. Date of signing
	06. Legal type of agreement	
	07. This agreement is subject to the law of	
	08. This agreement is subject to the collective bargaining agreement	
02. Fisher's full name (given names, infixes and family names) and address	09. This agreement commences on	10. Fisher's social security number
	11. Fisher's gender	12. Fisher's date of birth or age
	13. Fisher's birthplace	
	14. Fisher's capacity, function or rank	
03. Fishing vessel owner's full name and address	15. Fishing vessel's fish mark (if any) and name	
	16. Fishing vessel's registration number	17. Fishing vessel's nationality
	18. Place and date of the fisher's first embarkation under this agreement	
	19. This agreement is made for (enter period and trial period)	
<p>20. Articles</p> <p>The following is hereby agreed between the employer and the fisher:</p> <p><b>Article I</b></p> <p>The fisher undertakes to work in the capacity mentioned in box 14 on board the fishing vessel mentioned in box 15 or any other fishing vessel nominated by the employer.</p> <p><b>Article II</b></p> <p>The Articles of Agreement, attached hereto, constitute an integral part of this agreement. In case of discrepancies between the Articles of Agreement and the applicable collective bargaining agreement, if any, the collective bargaining agreement prevails, unless the provisions concerned of the Articles of Agreement are more favourable to the fisher and the collective bargaining agreement allows for better provisions.</p>		
<p>21. Fisher's declaration</p> <p>I hereby declare that I have had an opportunity to review and seek advice on the terms of this agreement before it was concluded. I have found this agreement comprehensible to me, in witness whereof I have signed it.</p>		
22. Signature of the employer or his authorized representative	24. Signature of the fisher	
23. Signatory's name		



*Guidelines for drafting the Articles of Agreement  
applying to the Fisher's work agreement*

This document should at least detail the particulars of Annex II of the *Work in Fishing Convention, 2007* (C188) of the International Labour Organization (ILO) which are not already included in the model on the previous page or in this CBA or in Dutch law. The particulars of the annex to C188 are:

- a. the fisher's family name and other names, date of birth or age, and birthplace (see boxes 02, 12 and 13 of the model);
- b. the place at which and the date on which the agreement was concluded (see boxes 04 and 05 of the model);
- c. the name of the fishing vessel and the registration number of the vessel or vessels on board which the fisher undertakes to work (see boxes 15 and 16 of the model);
- d. the name of the employer (see box 01 of the model);
- e. the voyage or voyages to be undertaken, if this can be determined at the time of making the agreement (but see box 18 of the model);
- f. the capacity in which the fisher is to be employed or engaged (see box 14 of the model);
- g. if possible, the place at which and the date on which the fisher is required to report on board for service (see box 18 of the model);
- h. the provisions to be supplied to the fisher, unless some alternative system is provided for by national law or regulation (make reference to Chapter V of and Annex III to this CBA);
- i. the amount of wages and the piece rate agreed (make reference to Chapter IV of and Annex II to this CBA);
- j. the termination of the agreement and the conditions thereof (make reference to Chapter II of this CBA);
- k. the protection that will cover the fisher in the event of sickness, injury or death in connection with the service (covered by the applicable social security system; for fishers who are not covered by the Dutch social security system or the system of a European Union Member State make reference to Articles 7:734-734m DCC);
- l. the amount of paid annual leave or the formula used for calculating leave, where applicable (make reference to Chapter III of this CBA);



- 
- m.* the health and social security coverage and benefits to be provided to the fisher by the fishing vessel owner respectively employer;
  - n.* the fisher's entitlement to repatriation (make reference to Article 7:718 DCC);
  - o.* a reference to this CBA (see box 08 of the model); and
  - p.* the minimum periods of rest (make reference to Chapter III of this CBA).



## Annex II

### MINIMUM REMUNERATION

#### *Definition*

For the purpose of this Annex *multiplier* means the number by which the consolidated minimum wage per month and the consolidated minimum piece wage per block for an able fisher, which is the function of reference, are to be multiplied to determine the consolidated minimum wage per month and the consolidated minimum piece wage per block for the rank or function concerned.

#### Table I

<b>Structure of the remuneration of an able fisher (function of reference)</b>			<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Consolidated minimum wage per month</b>							
A	Monthly minimum basic pay	USD	592,00	614,00	614,00	614,00	618,00
B	Leave with pay (6,5/30 <sup>th</sup> part of A)	USD	128,27	133,03	133,03	133,03	133,90
C	Public holidays with pay (7/312 <sup>th</sup> part of A)	USD	13,28	13,78	13,78	13,78	13,87
E	<b>Sub total (A+B+C)</b>	<b>USD</b>	<b>733,55</b>	<b>760,81</b>	<b>760,81</b>	<b>760,81</b>	<b>765,77</b>
F	Holiday bonus (8% of E)	USD	58,68	60,86	60,86	60,86	61,26
G	<b>Consolidated minimum wage per month (E+F)</b>	<b>USD</b>	<b>792,23</b>	<b>821,67</b>	<b>821,67</b>	<b>821,67</b>	<b>827,03</b>
<b>Consolidated minimum piece wage per block</b>							
H	Minimum piece rate/block	USD	0,0018	0,0018	0,0018	0,0018	0,0018
I	Leave with pay (2,5/30 <sup>th</sup> part of H)	USD	0,0001	0,0001	0,0001	0,0001	0,0001
J	Public holidays with pay (7/312 <sup>th</sup> part of H)	USD	0,0000	0,0000	0,0000	0,0000	0,0000
K	<b>Sub total (H+I+J)</b>	<b>USD</b>	<b>0,0019</b>	<b>0,0019</b>	<b>0,0019</b>	<b>0,0019</b>	<b>0,0019</b>
L	Holiday bonus (8% of K)	USD	0,0002	0,0002	0,0002	0,0002	0,0002
M	<b>Consolidated minimum piece wage/block (K+L)</b>	<b>USD</b>	<b>0,0021</b>	<b>0,0021</b>	<b>0,0021</b>	<b>0,0021</b>	<b>0,0021</b>

Table II

<b>Remuneration schedule 2015</b>				
<b>Rank or function</b>	<b>Multiplier</b>	<b>Currency</b>	<b>Consolidated minimum wage per month</b>	<b>Consolidated minimum piece wage per block</b>
Chief engineer	1,350	USD	1.069,51	0,0028
Engineer, second class	1,150	USD	911,06	0,0024
Engineer, third class	1,100	USD	871,45	0,0023
Engineer, fourth class	1,000	USD	792,23	0,0021
Electrician	1,100	USD	871,45	0,0023
Motor man/Oiler	0,875	USD	693,20	0,0018
Welder	0,875	USD	693,20	0,0018
Trawl master	1,100	USD	871,45	0,0023
Bosun	1,075	USD	851,65	0,0023
Net maker	1,000	USD	792,23	0,0021
Able fisher (function of reference)	1,000	USD	792,23	0,0021
Cook	1,075	USD	851,65	0,0023
Foreman	1,000	USD	792,23	0,0021
Rating, first class	0,875	USD	693,20	0,0018
Rating, second class	0,750	USD	594,17	0,0016
Rating, third class	0,625	USD	495,14	0,0013
Rating, fourth class	0,500	USD	396,12	0,0011
Rating, fifth class	0,375	USD	297,09	0,0008

**Table III**

<b>Remuneration schedule 2016</b>				
<b>Rank or function</b>	<b>Multiplier</b>	<b>Currency</b>	<b>Consolidated minimum wage per month</b>	<b>Consolidated minimum piece wage per block</b>
Chief engineer	1,350	USD	1.109,25	0,0028
Engineer, second class	1,150	USD	944,92	0,0024
Engineer, third class	1,100	USD	903,84	0,0023
Engineer, fourth class	1,000	USD	821,67	0,0021
Electrician	1,100	USD	903,84	0,0023
Motor man	0,875	USD	718,96	0,0018
Welder	0,875	USD	718,96	0,0018
Trawl master	1,100	USD	903,84	0,0023
Bosun	1,075	USD	883,30	0,0023
Net maker	1,000	USD	821,67	0,0021
Able fisher (function of reference)	1,000	USD	821,67	0,0021
Cook	1,000	USD	821,67	0,0021
Foreman	1,000	USD	821,67	0,0021
Rating, first class	0,875	USD	718,96	0,0018
Rating, second class	0,750	USD	616,25	0,0016
Rating, third class	0,625	USD	513,54	0,0013
Rating, fourth class	0,500	USD	410,84	0,0011
Rating, fifth class	0,375	USD	308,13	0,0008

Table IV

<b>Remuneration schedule 2017</b>				
<b>Rank or function</b>	<b>Multiplier</b>	<b>Currency</b>	<b>Consolidated minimum wage per month</b>	<b>Consolidated minimum piece wage per block</b>
Chief engineer	1,350	USD	1.109,25	0,0028
Engineer, second class	1,150	USD	944,92	0,0024
Engineer, third class	1,100	USD	903,84	0,0023
Engineer, fourth class	1,000	USD	821,67	0,0021
Electrician	1,100	USD	903,84	0,0023
Motor man	0,875	USD	718,96	0,0018
Welder	0,875	USD	718,96	0,0018
Trawl master	1,100	USD	903,84	0,0023
Bosun	1,075	USD	883,30	0,0023
Net maker	1,000	USD	821,67	0,0021
Able fisher (function of reference)	1,000	USD	821,67	0,0021
Cook	1,000	USD	821,67	0,0021
Foreman	1,000	USD	821,67	0,0021
Rating, first class	0,875	USD	718,96	0,0018
Rating, second class	0,750	USD	616,25	0,0016
Rating, third class	0,625	USD	513,54	0,0013
Rating, fourth class	0,500	USD	410,84	0,0011
Rating, fifth class	0,375	USD	308,13	0,0008



**Table V**

<b>Remuneration schedule 2018</b>				
<b>Rank or function</b>	<b>Multiplier</b>	<b>Currency</b>	<b>Consolidated minimum wage per month</b>	<b>Consolidated minimum piece wage per block</b>
Chief engineer	1,350	USD	1.109,25	0,0028
Engineer, second class	1,150	USD	944,92	0,0024
Engineer, third class	1,100	USD	903,84	0,0023
Engineer, fourth class	1,000	USD	821,67	0,0021
Electrician	1,100	USD	903,84	0,0023
Motor man	0,875	USD	718,96	0,0018
Welder	0,875	USD	718,96	0,0018
Trawl master	1,100	USD	903,84	0,0023
Bosun	1,075	USD	883,30	0,0023
Net maker	1,000	USD	821,67	0,0021
Able fisher (function of reference)	1,000	USD	821,67	0,0021
Cook	1,000	USD	821,67	0,0021
Foreman	1,000	USD	821,67	0,0021
Rating, first class	0,875	USD	718,96	0,0018
Rating, second class	0,750	USD	616,25	0,0016
Rating, third class	0,625	USD	513,54	0,0013
Rating, fourth class	0,500	USD	410,84	0,0011
Rating, fifth class	0,375	USD	308,13	0,0008

Table VI

<b>Remuneration schedule 2019</b>				
<b>Rank or function</b>	<b>Multiplier</b>	<b>Currency</b>	<b>Consolidated minimum wage per month</b>	<b>Consolidated minimum piece wage per block</b>
Chief engineer	1,350	USD	1.116,49	0,0028
Engineer, second class	1,150	USD	951,08	0,0024
Engineer, third class	1,100	USD	909,73	0,0023
Engineer, fourth class	1,000	USD	827,03	0,0021
Electrician	1,100	USD	909,73	0,0023
Motor man	0,875	USD	723,65	0,0018
Welder	0,875	USD	723,65	0,0018
Trawl master	1,100	USD	909,73	0,0023
Bosun	1,075	USD	889,06	0,0023
Net maker	1,000	USD	827,03	0,0021
Able fisher (function of reference)	1,000	USD	827,03	0,0021
Cook	1,000	USD	827,03	0,0021
Foreman	1,000	USD	827,03	0,0021
Rating, first class	0,875	USD	723,65	0,0018
Rating, second class	0,750	USD	620,27	0,0016
Rating, third class	0,625	USD	516,89	0,0013
Rating, fourth class	0,500	USD	413,52	0,0011
Rating, fifth class	0,375	USD	310,14	0,0008

## Annex III

### PROVISIONS

#### SINGLE PART

*Personal protective equipment,  
work-clothes, and bedding, mess utensils &c*

1. Personal protective equipment to be provided by the fishing vessel owner:
  - a. for work on the trawl deck,
    - 1<sup>o</sup> 1 survival suit,
    - 2<sup>o</sup> 1 life jacket,
    - 3<sup>o</sup> 1 hard hat,
    - 4<sup>o</sup> 1 pair of safety boots (lined),
    - 5<sup>o</sup> 1 safety harness,
    - 6<sup>o</sup> 1 pair of safety gloves,
    - 7<sup>o</sup> 1 set of ear-protectors;
  - b. for work on the factory deck,
    - 1<sup>o</sup> 1 pair of safety boots (lined),
    - 2<sup>o</sup> 1 set of ear-protectors,
    - 3<sup>o</sup> 1 pair of safety gloves (lined),
    - 4<sup>o</sup> 1 apron or wet gear (oilskin);
  - c. for work in the reefer holds,
    - 1<sup>o</sup> 1 set of insulating clothing,
    - 2<sup>o</sup> 1 pair of insulating gloves,
    - 3<sup>o</sup> 1 pair of safety boots (lined for insulation),
    - 4<sup>o</sup> 1 set of ear-protectors;
  - d. for work in the engine room,
    - 1<sup>o</sup> 1 pair of safety boots,
    - 2<sup>o</sup> 1 safety harness,
    - 3<sup>o</sup> 1 set of ear-protectors,
    - 4<sup>o</sup> 1 hard hat,
    - 5<sup>o</sup> 1 facial shield/pair of goggles,
    - 6<sup>o</sup> 1 rubber mat;





- 
- e.* for cleaning work,
    - 1<sup>o</sup> 1 facial shield/pair of goggles,
    - 2<sup>o</sup> 1 set of protective clothing,
    - 3<sup>o</sup> 1 pair gloves.
  - 2. Work-clothes to be provided by the fishing vessel owner:
    - a.* for work in the engine room,
      - 1<sup>o</sup> 1 pair of overalls.
  - 3. Mess utensils, bedding and linen and other miscellaneous provisions to be provided by the fishing vessel owner:
    - a.* mess utensils,
      - 1<sup>o</sup> 1 plate,
      - 2<sup>o</sup> 1 mug,
      - 3<sup>o</sup> 1 spoon,
      - 4<sup>o</sup> 1 fork,
      - 5<sup>o</sup> 1 knife;
    - b.* bedding and linen,
      - 1<sup>o</sup> 1 mattress,
      - 2<sup>o</sup> 1 pillow,
      - 3<sup>o</sup> 2 pillow cases,
      - 4<sup>o</sup> 3 blankets or 1 duvet,
      - 5<sup>o</sup> 2 sheets,
      - 6<sup>o</sup> 2 towels;
    - c.* other, miscellaneous provisions,
      - none.



**Annex IV**  
**REGISTER OF POSTED FISHERS**

Full and complete records to be maintained with due regard to the right to privacy and the need to protect confidentiality, shall include for each posted fisher:

- a.* name and given names;
- b.* place and date of birth;
- c.* nationality;
- d.* gender;
- e.* qualifications;
- f.* profession or vocation; and
- g.* record of employment or engagement, including
  - 1<sup>o</sup> fishing vessel's name,
  - 2<sup>o</sup> full name and address of the fishing vessel owner;
  - 3<sup>o</sup> rank or function on board,
  - 4<sup>o</sup> validity of medical certificate and any medical data relevant to the employment or engagement on board, and
  - 5<sup>o</sup> the period(s) posted on board the fishing vessel.

## Annex V

### MODEL FOR A STATEMENT ON PAYMENT

#### Statement on payment of remuneration

MODEL

<i>Full name and address of the employer</i>	<i>Date of issue</i>	<i>Serial number</i>
	<i>Starting date of payment period</i>	<i>End date of payment period</i>
	<i>Fishing vessel's fish mark and name</i>	
	<i>Number of blocks produced in period</i>	
<i>Full name and address of the worker</i>	<i>Worker's date of birth or age</i>	<i>Worker's social security number</i>
	<i>Worker's bank account number</i>	
	<i>Worker's rank or function</i>	
	<i>Consolidated minimum wage/month USD</i>	<i>Consolidated minimum piece wage/block USD</i>
<i>Description of pay, allowance, withholding, or deduction</i>	<i>Amount in USD</i>	<i>Amount in local currency</i>
<i>Payment made on (insert date of payment)</i>	<i>Total amount in USD</i>	<i>Total amount in local currency</i>
<i>Signature of the employer or his legal representative</i>	<i>Signature of the worker for receipt</i>	



**SIGNATURES**

**In witness whereof the signatories  
have affixed their signatures to this Agreement:**

**Redersvereniging voor de Zeevisserij**

Zoetermeer, The Netherlands

Date: 10/12/2018

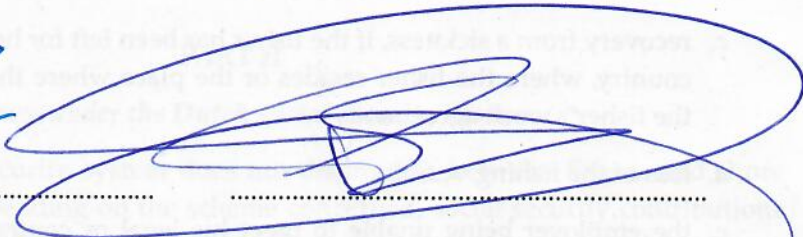
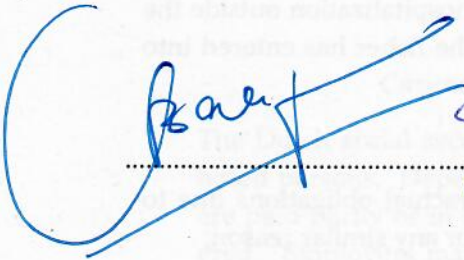
Gerard J. van Balsfoort

**CNV Vakmensen**

Utrecht, The Netherlands

Date:

Piet Fortuin



Wietze A.M. Kampen



**Appendix**  
**NON-BINDING INFORMATION ON ELEMENTS OF  
DUTCH SOCIAL LAWS FOR FISHERS**

**PART I**

*Repatriation rights*

**Article 7:718 DCC  
(adapted to fishing)**

1. The fisher is entitled to repatriation in a fast, convenient manner, if possible by aeroplane, to a destination chosen by the fisher in case of:
  - a.* termination of the fisher's employment agreement;
  - b.* a sickness, that requires repatriation;
  - c.* recovery from a sickness, if the fisher has been left for hospitalization outside the country, where the fisher resides or the place where the fisher has entered into the fisher's work agreement;
  - d.* loss of the fishing vessel;
  - e.* the employer being unable to meet his legal or contractual obligations due to bankruptcy, sale of the vessel, a change of registration or any similar reason;
  - f.* the fishing vessel being bound for a war zone, and the fisher refusing to go to that zone, or
  - g.* expiry of a maximum period of twelve months during which the fisher has worked on board.
  
2. In case of repatriation, the employer shall remit the following costs:
  - a.* the costs of the voyage to the chosen destination;
  - b.* accommodation and food from the day the fisher has left the ship until the fisher has reached the chosen destination;
  - c.* pay and allowances from the day the fisher has left the fishing vessel until the fisher has reached the chosen destination;
  - d.* medical treatment, if necessary, until the medical condition of the fisher allows the travel to the chosen destination;





3. The destinations a fisher can chose from are:
  - a. the place where the fisher's work agreement was entered into;
  - b. the country of residence of the fisher, or
  - c. the place, specified in the fisher's work agreement or by the applicable collective bargaining agreement or regulation by or on behalf of an authorized governing body.
4. The right to repatriation lapses if the fisher has not made his wish to be repatriated known to the skipper within two days after a situation, specified in paragraph 1, sub-paragraphs *a, c, d, e, f* and *g*, has occurred. By collective bargaining agreement or regulation by or on behalf of an authorized governing body a longer period may be agreed.
5. A copy of the legal requirements regarding repatriation shall be available to the fisher on board in both the Dutch and the English language.
6. If the employer does not fulfil its obligations in respect of repatriation in time, the fishing vessel owner shall be liable.

## PART II

### *Coverage under the Dutch social security system*

The Dutch social security system does not distinguish between fishers and shore based persons. Depending on the scheme concerned, social security contributions are paid partly or in full by employers and partly or in full by those who are covered. Employers may stop workers' contributions from their remuneration. The system comprises schemes covering the following main areas:

#### *workers' protection*

- sickness and maternity
- occupational disability (there is no separate insurance scheme in the Netherlands for accidents at work and occupational diseases)
- unemployment

#### *national protection*

- medical care
- child benefits
- old-age pension
- survivors' benefits.

A non-EU offshore fisher is covered under the Dutch social security system only if The Netherlands has, for that purpose, entered into an international agreement

with the country in whose territory the fisher normally resides. The Netherlands has made social security agreements with, *inter alia*, Cape Verde, Chile, Egypt, and Morocco. It depends on the specific agreement, however, whether or not a fisher, who normally resides in a signatory country, is covered under the Dutch social security system. The Netherlands has not made social security agreements with Indonesia, Mauritania, Philippines, and Peru. Fishers residing in these countries are therefore *not* covered under the Dutch social security system.

### PART III

#### *Sickness benefits for those fishers who are not covered under the Dutch social security system*

Those non-EU offshore fishers who are not covered under the Dutch social security system or the social security system of another Member State of the European Union, have the right to medical care against their employer as long as they have not been repatriated. They also have the right to benefits against their employer in case of inability to work due to sickness. If the sickness, whether due to an accident or a limited number of diseases, is work-related, they have the right to further benefits and medical care against their employer. In case of work-related death, their remaining relatives have the right to compensation. The conditions for, the levels and durations of the benefits, compensations, and medical care, referred to in this Part, are detailed in the Articles 7:734 to 7:734m DCC. If the employer defaults on his obligations, the fishing vessel owner is liable under Dutch law. However, the benefits, compensations, and medical care are guaranteed through the funds of the Vereniging Zee-risico 1967 (Sea-risk Society 1967 - 'ZR 67'). Through its website the society provides further, more detailed information. The society's contact information is:

Vereniging Zee-risico 1967

Radarweg 60

1043 NT AMSTERDAM

Postbus 9138

1006 AC AMSTERDAM

THE NETHERLANDS

+31 50 520 99 73

info@scheepvaartnet.nl

<http://www.scheepvaartnet.nl> (click 'ZR 67' in the menu bar, then 'download' in the side bar menu, then 'Provisions in case of incapacity to work' in the download page)

***Unemployment benefit  
in case of fishing vessel's loss or foundering***

In case of the fishing vessel's loss or foundering fishers concerned have a right against their employer to an unemployment benefit amounting to a maximum of two months wages.

**PART IV**

***Occupational safety and health***

The *Arbeidsomstandighedenwet* (Dutch Occupational safety and health Act; 'OSH-Act') applies to every natural person working on board a fishing vessel that is entitled, in accordance with rules of law of The Netherlands, to fly the flag of Kingdom of the Netherlands, regardless of the vessel's position.

The main goal of the OSH-Act is to ensure decent working conditions and prevention of work related sickness or disability, both mentally and physically. Each employer must have an occupational safety and health policy which is based on risk assessment and an action plan. Both the risk assessment and the action plan must be reviewed from time to time.

The employer must organize work such that his workers and posted workers will, as far as practicable, not be exposed to safety and health risks when performing their tasks. The employer must therefore identify the risks to which his workers may be exposed when performing their tasks ("risk assessment") and take measures to manage these risks ("action plan") by following an occupational health strategy, which involves (in order of priority): (a) risk management at the source, (b) risk management by shielding off the source, (c) risk management by limiting exposure to the source, (d) risk management by providing personal protective equipment. In fulfilling these responsibilities, the employer (a) has to take the current state of scientific knowledge into account, (b) has to make use of professional services if the required expertise is not available within his enterprise, and (c) has to involve the workers.

A fishing vessel owner must have on-board emergency procedures in place and the skipper is responsible for monthly on-board emergency training of all personnel, which includes musters, training of emergency procedures, and fire and abandon ship drills.<sup>11</sup>

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11. These responsibilities follow from the *Vissersvaartuigenbesluit 2002* (Dutch Royal Fishing vessels Decree) implementing *Council Directive 97/70/EC of 11 December 1997 setting up a harmonised safety regime for fishing vessels of 24 metres in length and over*.

Workers' occupational safety and health responsibilities include: (a) using work equipment and dangerous substances in the correct manner; (b) using and maintaining the personal protective equipment provided to them as per instructions given by the employer and/or the manufacturer; (c) refraining from removing or altering safety measures which are part of the work equipment; (d) participating in training and/or drills facilitated and/or organized by the employer; (e) informing the employer about possible safety or health hazards immediately; and (f) aiding the employer in fulfilling the latter's responsibilities.

## **PART V**

### ***Access to information on labour conditions***

#### **Article 7:698 DCC (adapted to fishing)**

Each fisher shall have access aboard to his fisher's work agreement and to the applicable collective bargaining agreement and shall have access easily to clear information on labour conditions that are not included in these agreements.

## **DISCLAIMER**

The information given in this Appendix neither binds the fishing vessel owner nor the employer. They are only bound by the prevailing Dutch legislation on the subject matters dealt with in this Appendix. Neither the fishing vessel owner, nor the employer is liable for any damage a worker may incur if the prevailing legislation turns out to differ from the information given in this Appendix.