

Offshore Catering CLA

COLLECTIVE LABOR AGREEMENT

OFFSHORE CATERING

Term: from January 1, 2022 through December 31, 2023

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Collective Labor Agreement

Offshore Catering

The undersigned,

I The organization of employers

Employers' Association for Offshore Catering Companies

And

II the following organizations of employees:

FNV

Nautilus International

hereafter referred to as the CLA parties, have entered into the following collective labor agreement.

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Chapter 1 General Provisions

Article 1 Definitions

- Employer : Every legal person with full legal capacity that runs the company as stipulated in Article 2;
- Employee : The person (m/f) who is employed by the employer pursuant to an employment contract as stipulated in Article 1, Sub a and whose position is listed in Appendix 1;
- CLA : The Collective Labor Agreement for Offshore Catering;
- Partner : The spouse or registered partner of the employee or the person with whom the employee cohabitates without being married and keeps a joint household, unless this is a person to whom there exists a first or second degree blood relationship. A joint household as mentioned in the first sentence exists if two unmarried or non-registered persons have their primary residence in the same dwelling and take care of each other by means of contributing to the costs of the household or take care of each other in another manner;
- Salary : The salary per day as stipulated in Appendix 2;
- Hourly wage : The salary divided by 12;
- Employee handbook : The totality of other applicable collective regulations at the company regarding terms of employment and social policy.

Article 2 Scope and Nature of the CLA

1. a. This CLA applies to every company and to every employee who is employed by the employer pursuant to an employment contract as stipulated in Article 1, Sub a who provides catering services, including in combination with domestic and/or similar services, at mining establishments as described in Article 1 of the Dutch Mining Act [*Mijnbouwwet*] of October 31, 2002, Dutch Bulletin of Acts and Decrees 542 of 2002 [*Stb.* 2002, 542]. The most recent amendment to the Mining Act was adopted on July 1, 2021, Dutch Bulletin of Acts and Decrees 92 and 312 of 2021 [*Stb.* 2021, 92 and 312], and came into force with effect from January 27, 2021.
- b. The employment and working conditions set out in Appendix 5 of this CLA also apply to every company that is located in one of the EU Member States, the European Economic Area, including Switzerland, which provides catering services on a temporary basis, using its own employees, including in combination with domestic and/or similar services, at mining establishments as described in Article 1 of the Dutch Mining Act [*Mijnbouwwet*] of October 31, 2002, Dutch Bulletin of Acts and Decrees 542 of 2002 [*Stb.* 2002, 542]. The most recent amendment to the Mining Act was adopted on July 1, 2021, Dutch Bulletin of Acts and Decrees 92 and 312 of 2021 [*Stb.* 2021, 92 and 312], and came into force with effect from January 27, 2021.
- c. Catering services are defined as the preparation and serving of meals and performance of kitchen duties.
- d. Domestic services are defined as follows: washing dishes and cleaning up the kitchen, eating areas, cabins and common areas and taking care of the laundry (including bedding, linen and clothing).
- e. The nature of the provisions of this CLA are of minimum terms of employment.
- f. This CLA is available in English and Dutch. In the event of a dispute requiring further explanation or interpretation, the Dutch text will prevail at all times.

Article 3 Term and Modifications of the CLA

1. This CLA will take effect on 1 January 2022 and end on 31 December 2023.
This CLA can be cancelled by one or both parties in compliance with a one-month notice of cancellation. Cancellation will not take place before the last day of the term of this CLA and must take place by means of registered mail.
2. Modifications to this CLA during its term are only possible if, according to both parties, such a modification is justified due to the existence of extraordinary circumstances that they could not anticipate at the beginning of the contract term.

Article 4 Exemption

An exemption from the stipulations of this CLA can be requested by the CLA parties if and to the extent that a term of employment level can be made acceptable that is equal to or higher than the stipulations put forth in this CLA; all this according to a corporate CLA. Granting of exemption will be assessed by the Arbitration Board employed by the CLA parties (see Chapter 11, Article 1 and Appendix 4).

Article 5 General Obligations of the CLA Parties

1. The employer shall fully comply with the provisions of this agreement. The employee organizations will ensure that the members of the organizations that they represent will act in the same manner.
2. The CLA parties will consult about the determination and modification of this CLA by means of negotiations. These negotiations will take place at least every two years.
3. During the term of this agreement, the parties will abstain from making demands or carrying out any actions (e.g., strikes or lock-outs) that could result in a disruption of work or that could lead to the non-performance of the obligations stipulated in this article.
In the event that differences arise between the parties regarding the interpretation or application of this CLA, the parties will not go on strike or engage in a lock-out. In the event of a dispute, the parties can call in the Arbitration Board as stipulated in Chapter 11, Article 1 and Appendix 3.
4. During the term of this CLA, the parties will not support any unauthorized actions for the promotion of a pay claim or as regards improvement of terms of employment.
5. Every breach of this CLA by either party will therefore be reported during a meeting between the employers and the union leaders of the trade unions. This meeting will be convened within two weeks after the official request has been submitted.

Article 6 General Obligations of the Employer

1. The employer will provide the employee with the required protective/safety clothing free of charge.
2. The employer will provide the employee with other uniforms intended for normal work duties free of charge.
3. At the written request of or on behalf of the employers' association that is a party to this CLA, the employer is obliged to state in writing, within four weeks, the number of employees in the company, as defined in this CLA.

Article 7 General Obligations of the Employee

1. The employee must possess the required safety and/or operational qualifications thanks to which he/she may travel and work offshore.
2.
 - a. An employment contract will only be entered into if an employee has successfully passed a medical examination with a minimally acceptable level within the industry in accordance with NOGEPa requirements.
 - b. The costs associated with this medical examination – which generally takes place annually – and subsequent medical examinations will be charged to the employer and not the employee. Costs for second-class public transportation will be reimbursed.
 - c. The employee must cooperate with the employer's request to undergo an alcohol or drug test. This test can consist of a breathalyzer, urine or blood test and is administered by a qualified person.
 - d. A positive result on a test as specified in Section 2c, or refusal to undergo such a test, can result in disciplinary action, including summary dismissal. There is a zero tolerance policy in place for alcohol and drug use.
3. In consideration of the provisions of the Dutch Working Conditions Act [*Arbeidsomstandighedenwet*], the employer will comply with the stipulated instructions and regulations, use the provided safety means and cooperate with medical supervision according to applicable control regulations.
4. During the term of employment every employer must participate in the compulsory safety/corporate training.

Chapter 2 Commencement/Termination of Employment

Article 1 Commencement of Employment

1. A mutual trial period of two months is in effect when entering an employment contract
 - for an indefinite period, or
 - for a definite period of more than six months.A shorter trial period can be agreed upon in the individual employment contract.
2. Without prejudice to that which is stipulated for this, the employment contract is entered into:
 - a. either for an indefinite period of time;
 - b. or for a specified period of time or for the performance of a specified quantity of tasks.
3. The individual employment contract will state which employment contract applies. If such a stipulation is lacking, then the employment contract will be considered as having been concluded for an indefinite period of time.
4. Upon employment commencement, every employee will receive a written copy of the individual employment contract. At least the following must be stipulated in the individual employment contract:
 - a. name and domicile of the employer and employee;
 - b. The location or locations where the work is carried out;
 - c. The job title of the employee or the type of his/her work;
 - d. The time of commencement of employment;
 - e. If the agreement has been entered into for a definite period of time, the duration of the agreement;
 - f. The CLA that applies to the individual employment contract.
5. Upon employment commencement, every employee will receive a copy of this CLA and any modifications to same. During employment, the employer will provide a copy of the CLA as soon as it has been modified.
6. The employer ensures that every payslip is clear and understandable, and meets the requirements laid down by Dutch law. Furthermore, the employer ensures that all employees receive a document in which the payslip and the applicable abbreviations are clarified. Employees always have the possibility of asking the employer to give them access to their payslips and have them explained. The same applies to any other data.

Article 2 Termination of the Employment Contract

1. In the event of a summary dismissal for urgent reasons in terms of Articles 7:678 and 7:679 of the Civil Code and during or at the end of the trial period as intended in Article 1 of this chapter, the employment contract can be mutually terminated with immediate effect.
 - a. The employment contract for an indefinite period of time will end upon cancellation in consideration of the stipulations in Article 7:672 of the Civil Code.
 - b. The employment contract for a definite period of time will end legally:
 - on the calendar date or
 - on the last day of the period or of a specified quantity of tasks, listed in the individual employment contract.
2. The employment contract between the employer and the employee will end legally on the day on which the employee has reached retirement age. The employee can submit a request for an extension of his/her employment contract.
3. The employee can request a letter of reference from the employer at the end of his/her employment contract.

Chapter 3 Employment Duration and Duty Rosters

Article 1 Employment Duration and Working Hours

1. Regular working hours for employees aged 18 years or older are 12 hours per day, including all permitted breaks.
2. The number of days that the employee carries out his/her duties at an offshore location is, in principle, equal to the number of days that the employee remains at home.
3. Exceptions to the stipulations in section 2 are possible as a result of factors that lie outside of the employer's and employee's sphere of influence, such as weather conditions.

Article 2 Overtime Allowance

1. Overtime pay applies to all hours worked by the employee that amount to more than 12 hours per day or the hours that the employee worked on top of his/her regular work cycle.
2. The stipulations in Section 1 do not apply to situations connected to weather conditions (see Article 3: Payment in the Event of a Crew Change Delay).
3. Overtime can only take place in compliance with the prevailing Dutch labor/social laws.
4. The overtime allowance consists of 25% of the hourly rate.

Article 3 Payment in the Event of a Crew Change Delay

1. The employee who runs into a delay while travelling to an offshore location due to (weather) conditions and has to remain on land due to this will be paid the amount of 12 x the base hourly rate.
2. The employee who must remain at the offshore location longer due to the delay specified under item 1 will receive his/her regular daily wage for every day or every shift that this is required.
3. If the delay lasts until the following morning, the employee who must work through until the next day will receive his/her regular daily wage for every day or every shift that this is required.
4. If the employee is delayed due to a delay on the heliport, no reimbursement will be made for any food the employee consumes while waiting. The employee will receive an amount per crew change totaling € 2.50 (€ 32.50 per year).
5. The employer will arrange accommodations for the employee who must remain on land as a result of the delay and therefore incurs a one-night delay on the condition that the employee lives outside of a 50-mile radius of the heliport. Dinner and accommodation costs and possible travel costs on the following day will be reimbursed with a maximum of € 25.00 per day.
6. The employer will arrange accommodation in the closest city to the heliport where the employer's regular crew change, as intended in item 2, has incurred a delay, if he/she cannot travel home on the same day using public transportation.

Article 4 Travel Cost Reimbursement

1. The employee will receive reimbursement for each offshore work period based on the costs for second-class public transportation between the heliport and the employee's residence (for employees living in the Netherlands) or between the heliport and the point of arrival in the Netherlands (for employees not living in the Netherlands), with a minimum of € 2.50 per work period.
2. This reimbursement will be paid with the salary, taking into consideration the fact that the employee may have to travel to the heliport the day before the crew change and therefore hotel accommodations will be needed.

3. The employer will arrange accommodation for the employee if there is a need for an overnight stay.
4. If public transportation is not available (or it is available but this would increase the total travel time and/or the total costs), the employee will contact the employer in order to discuss the situation. It is then up to the employer to make a definitive decision regarding the manner of transportation and the costs to be reimbursed.

Chapter 4 Remuneration

Article 1 Job Title Groups and Salary Groups

The salary that applies to the relevant job title groups is represented as job title 1 through 5 in this agreement. The job title groups are described in Appendix 1 and the salary scales are described in Appendix 2. The job descriptions on the basis of which the job titles are classified are described in Appendix 3.

Article 2 Vacation Allowance

1. The vacation allowance year runs from May 1 of one year to April 30 of the following year.
2. Without prejudice to the provisions of Article 16, paragraph 2 of the Dutch Minimum Wage and Minimum Holiday Allowance Act [*Wet minimumloon en minimum-vakantiebijslag*], in the month of May the employee will receive an 8% vacation allowance over the sum of the actually received salary and the actually received offshore allowance as referred to in Article 5 of this chapter.
3. In this article salary is understood as the salary including supplements in the event of work disability. The vacation allowance includes any vacation payments pursuant to the ZW (Health Law), WAO (Disablement Insurance Act), IVA (Benefits Act for the Fully Disabled), WGA (Benefits Act for the Partially Disabled) and WW (Unemployment Insurance Act).

Article 3 Holiday Allowance

Employees who work on 25 December and or 1 January will receive an extra allowance of € 125.00 per day.

Article 4 Provisions for Temporary Non-Active Status

1. The employee will retain his/her salary if he/she did not perform the agreed-upon work due to a cause that can be reasonably attributed to the employer's account, such as (weather) circumstances as a result of which the employer placed the employee on non-active status
2. If an employee must be placed on non-active status for reasons other than industrial action on the employee's part, then the entire wage will be paid for a service during which the non-active status was in place and for every non-active day until the end of the regular work period.
3. After the employee's scheduled work stoppage, the employer will, if possible, try to provide suitable replacement work at the company. The employer's current payment structure will be continued although the same onshore/offshore time distribution cannot be guaranteed.
4. If reasonably and practically possible, the employer will strive to create a good balance between work and rest during a certain period. Overtime will still be paid pursuant to the current agreement. Payment during non-active status applies if the employee has been temporarily placed on non-active status with the unit to which he/she is permanently assigned and he/she is not being terminated.

Article 5 Offshore Allowance

1. The Offshore allowance is a variable one that will be allocated for each actual night spent offshore.
2. The Offshore allowance is 1.5% of the monthly salary for each actual night spent offshore, i.e. an average offshore allowance of 22.76% of the monthly salary, with an average deployment of 15.17 nights per month. The allowance will be paid monthly on the basis of the actual nights spent offshore.

3. The Offshore allowance will also be allocated for leave days and in the event of a delay in take-over.

Chapter 5 Vacation, Holidays and Leave

Article 1 Vacation

1. The vacation year is the same as the calendar year.
2.
 - a. Per vacation year, the employee has a legal right to a vacation with pay consisting of a proportional amount of the salary, of four times the agreed-upon average work duration per week, as referred to in Book 7, Article 610 in conjunction with Article 639, paragraph 1 of the Dutch Civil Code [*Burgerlijk Wetboek*, abbreviated to BW].
 - b. Based on the provisions of Section 2, Subsection a of this article, the employee has a right to 14 days of vacation (calculation: 4 times the agreed-upon work duration per week of 3.5 days).
3. Employees who have only worked for the employer for a part of the vacation year are entitled to proportional amount of the vacation listed in the number above.
4. If no salary is owed for a certain period, then no vacation time is accumulated for this period unless one of the situations as listed in Book 7, Article 635 of the Dutch Civil Code arises.
5. The time of the vacation is determined by the employer in agreement with the employee's wishes, unless there are important reasons to oppose this. The following stipulations must be considered:
 - a. As a rule, one work period will be granted as a consecutive period of the vacation mentioned in section 2 of this chapter.
 - b. If the employer stops operations of the company or of a part of the company and stipulates the consecutive vacation for all or some of the employees during this stoppage, then the affected employee must take the necessary vacation during the time period indicated by the employer.
6. If the employee has not taken his/her vacation time or made use of the possibility as stipulated under Section 5a within one year directly following the end of the vacation year during which the vacation time has been accumulated, then the employer is entitled to specify a time period during which the employee will take this vacation.
7. Upon termination of the employment contract, the employee – to the extent that business circumstances permit - will have the opportunity to take the vacation time that is due him/her. However, this vacation may not be unilaterally specified during the termination period. Any shortage or excess of vacation time at the end of the employment contract will be settled with the final payment.

Article 2 Extraordinary Leave

The employee is entitled to extraordinary leave in the event of the death of his/her:

- | | |
|---|----------|
| - Partner, mother, father, child: | - 4 days |
| - Brother, sister: | - 3 days |
| - Grandchild, grandparents, partner's parents, brother in-law/sister in-law | - 2 days |

The wage for this extraordinary leave is 12 times the hourly salary per day.

Article 3 Care Leave and Resumption of Work

1. The employee is entitled to at most one week of leave per calendar year in extraordinary circumstances in order to provide care when serious problems in his/her immediate family threaten to occur.
2. This leave will be limited to matters that concern people who are part of the employee's regular household and who live with the employee, his/her parents, the parents of his/her partner and his/her child.

3. For every situation that arises, the employer will grant leave if the emergency situation can be confirmed by means of a discussion with the police, the hospital or the primary care physician.
4. The employee who is entitled to the leave stipulated in Section 1 will receive continued payment of wages of 70%.
5. The salary will only be paid after telephone contact between the employee and the employer, whereby the employee has forwarded the name and the phone number of the contact person in question and the emergency situation has been confirmed to the employer.
6. The employer will schedule the employee as quickly as possible. The employee will be paid starting on the date of the first scheduled flight to the offshore location.

Article 4 Parental Leave and Birth Leave

1. The employee is entitled to unpaid parental leave.
2. the employer and the employee will agree upon the parental leave of the employee.
3. The employer will schedule the employee for work as quickly as possible after the parental leave has expired. The employee will be paid starting on the date of the first scheduled flight to the offshore location.

After the spouse, the registered partner, the person with whom the employee cohabits without being married, or the person whose child the employee has acknowledged has given birth, the employee will have the statutory right to paid childbirth leave [*geboorteverlof*]. After having taken childbirth leave, the employee can also take additional childbirth leave [*aanvullend geboorteverlof*]. For more information, please refer to: Applying for childbirth leave as a partner | Childbirth leave (leave for partners) | Rijksoverheid.nl - <https://www.government.nl/topics/parental-leave-for-partners/applying-for-geboorteverlof-childbirth-leave-as-a-partner>

Article 5 Pregnancy Regulation

1. According to NOGEP (Netherlands Oil and Gas Exploration and Production Association) guidelines, pregnant women may under no circumstances work at or travel to an offshore location starting from their 24th week of pregnancy. If an employee becomes ill within six weeks of her expected delivery due date, the pregnancy leave will commence automatically with full pay.
2. During the first 24 weeks of pregnancy, working offshore can be a reasonable consideration based on a risk inventory and evaluation, whereby the following conditions must be complied with in all cases:
 - a. A physician has determined that the employee has a low-risk pregnancy. An ultrasound is compulsory in order to exclude an ectopic pregnancy.
 - b. The employee is aware of and accepts the risks that working offshore during her pregnancy entails.
 - c. The company medical officer, or a person in a similar position like the operator of the platform/mobile has been informed and agrees to the employee working offshore.
3. Both before and after the 24th week of pregnancy has commenced, the employer and the employee have the option of together creating a situation whereby the employee can work onshore, as long as the current salary is paid in any case.

Chapter 6 Disability

Article 1 Obligations of the Employer

1. In the event of an employee's disability, the employer is obligated to help the affected employee resume his/her function (taking into account his/her limitations), if necessary with technical adjustments to the workplace or an adjustment in the organization (different task distribution).
2. In doing so, maximum use of the legal reintegration tools will be made.
3. If reinstatement into one's own position is not possible, the employer will strive to place the employee in a different position within the company. If reinstatement and a suitable position within the company are not possible, the employer is obligated to place the employee in a suitable position outside the employer's company.

Article 2 Obligations of the Employee

In the event of disability, the employee is obligated to actively cooperate with efforts aimed at internal or external reintegration.

Article 3 Continued Payment of Wages and Supplements during the First 104 Weeks of Disability

1. Law
If an employee is unable to perform the stipulated work due to illness, pregnancy or delivery, then the provisions of Book 7, Article 629 of the Dutch Civil Code, the Sickness Benefits Act, the Employment and Care Act and the Work and Income according to Work Capacity Act apply to this employee, unless otherwise stipulated.
2. Legal continued payment of wages
In the event of disability, an employee will receive continued payment of wages in the amount of 75% of his/her salary for the first 104 weeks of the legal period as stipulated in Article 7:629 of the Civil Code, up to maximally the maximum daily wage applicable to the employee based on the Social Insurance Financing Act [*Wet financiering sociale verzekeringen*], but for the first 52 weeks at least the statutory minimum wage applicable to him/her.
3. Salary
Deviating from the stipulations in Chapter 1, Article 1, Section e, for application of this chapter, salary in this article is defined as the salary that the employee would have received if he/she were able to work, including the offshore allowance referred to in Article 5 of Chapter 4.
4. Calculation
The amount to which the employee is entitled is determined based on the framework below. These payments will commence on the first day of the scheduled work period (taking into consideration the flight schedule for the regular work location of the employee in question) and will be continued until the benefits period has reached the maximum or the employee in question can resume work, whichever comes first.

Payments in the event of illness:

- | | | | |
|---|------|-----------------|---|
| - | Week | 1 through 52: | 75% of the salary, as referred to in paragraph 3, but at least the applicable statutory minimum wage; |
| - | Week | 53 through 104: | 75% of the salary, as referred to in paragraph 3. |

Article 4 Refusal of Continued Payment of Wages and/or Supplementation

The employer has the right to refuse continued payment of wages and supplementation specified in this chapter:

- a. if occupational disability was caused with intent by the employee or as a result of a deficiency about which he/she provided false information during qualification testing during the hiring process, due to which the testing of the qualification requirements specified for the position could not be correctly carried out;
- b. for the time during which the employee has hindered or delayed his recovery;
- c. for the time during which the employee, for no good reason, does not carry out any suitable work although he is capable of doing so;
- d. for the time during which the employee, for no good reason, does not cooperate with the reasonable instructions or measures given to him/her by the employer or by an expert to enable him to perform suitable work;
- e. for the time during which the employee, for no good reason, does not cooperate with creating, evaluating or adjusting a plan of approach for reintegration;
- f. for the time during which the employee, for no good reason, submits his/her application for a WIA benefit under the Dutch Work and Income According to Work Capacity Act [*Wet werk en inkomen naar arbeidsvermogen*, abbreviated to WIA] later than legally stipulated.

Article 5 Exceeding Control Regulations

The employer is entitled to suspend the continued payment of wages and the supplementation stipulated in this chapter or to refuse the supplementation in regard to an employee who does not comply with the instructions and regulations that apply to him/her in the event of illness.

Article 6 Non-Cooperation with Expert Evaluation / Violation of Safety Regulations

The employer has the right to refuse the supplementation specified in this chapter with regard to an employee who:

- a. Refuses to cooperate with an expert evaluation (second opinion) requested by the employer from the UWV (Employee Insurance Implementing Body);
- b. Refuses to comply with available safety measures or violates regulations regarding safety and health and becomes unable to work as a result.

Article 7 Termination of Vacation Allowance Rights

If the employee is not entitled to salary payment and/or supplementation due to the stipulations in the preceding articles, then the employee is not entitled to a proportionate part of the vacation allowance.

Article 8 Recourse

If the employer can enforce a claim for compensation against one or more third party(ies) as regards an employee's disability, then the employee will provide the required information for this. If the employee refuses this, he/she will not be entitled to the supplementation specified in Article 3 of this chapter.

Chapter 7 Pension

Article 1 Participation

The employer's company has a pension plan in place. Employees are obliged to participate in the pension plan.

Article 2 Pension Contribution

The minimum pension contribution for the employer is 1.5% of the hourly wage plus the holiday allowance.

Chapter 8 Other Terms of Employment

Article 1 Death Benefits

If the employee dies, death benefits will be paid out to his/her survivors based on the provisions of Book 7, Article 674 of the Dutch Civil Code.

Article 2 Life Insurance

The employer will take out a life insurance policy for the employee with coverage of at least € 25,000.

Chapter 9 Education

Article 1 Mandatory Safety/Company Training

During the term of his/her employment, the employee must attend the mandatory safety/company training classes, whereby the following applies:

- a. Employees in job scale 1 and 2 must attend 2 days of training over a period of 12 months.
- b. Employees in job scale 3, 4 and 5 must attend 5 days of training over a period of 12 months.
- c. The training costs will be paid by the employer; the training classes are free of charge for the employee.
- d. Employees who take part in these classes will be paid their hourly wage for the hours actually attended, with the remuneration signifying an amount for a comparable offshore/onshore period. Travel time will not be reimbursed.
- e. Costs for public transportation and reasonable accommodation costs/allowances will be reimbursed by the employer and will not be for the employee's account. These allowances correspond to the allowances provided in the event of delay due to fog and accommodation will be arranged by the employer.
- f. Training classes include, among other things, mandatory company training such as survival courses, continuing education courses, etc. but not the mandatory debriefing and evaluation in regard to managers, as this is connected to expert evaluation.

Chapter 10 Reorganization

Article 1 Reorganization

1. In the following situations, the employer will make agreements with the trade unions, a party to this CLA, about how to handle the social consequences:
 - a. If a situation arises in which a contract regarding personnel placement threatens to expire or not be renewed;
 - b. If the employer can no longer place all of their personnel.
2. Legal, economic and professional regulations will be considered in these agreements.
3. These agreements do not apply to employees from the day they have reached the pensionable age pursuant to the Dutch General Old Age Pensions Act [*Algemene Ouderdomswet*; abbreviated to AOW].

Chapter 11 Arbitration Board

Article 1 Composition and Task of the Arbitration Board

1. The parties will call on an Arbitration Board, consisting of four members and four deputy members, of whom two members and two deputy members will be appointed by the employers' organization(s) participating in this agreement and two members and two deputy members will be appointed by the employees' organization(s) participating in this agreement.
2. The Board will select a chairperson and a secretary from among its members such that these positions are distributed across both parties.
3. The duties of the Board will consist of the following:
 - a. Granting of an exemption as stipulated in Article 4 in Chapter 1 of this CLA upon the request of an employer and/or employee, provided that such a request is submitted in writing and is well-founded;
 - b. Handling of disputes regarding the interpretation and/or application of this CLA by means of dispensing advice. A ruling by the Board is binding if both parties request this in writing.
4. The Arbitration Board can be contacted in writing at the following address:
Arbitration Board Offshore Catering CLA
c/o AWWN
Attn: Official Secretary
PO Box 93050, 2509 AB The Hague [The Netherlands].
5. The regulation of the Arbitrary Board can be found in Appendix 4.

Provisions on matters of protocol with the CLA for 2022 – 2023

Basic income

Employers are currently applying various methods regarding the payment of wages. During the first CLA year, a study will be conducted into how payment of a basic income can be structured. The overall objective is a fixed salary based on 15.17 days (or 182.04 hours) a month (including 14 leave days). Implementation will commence on January 1, 2023. This topic will be addressed during the Periodic Consultations in Q3, 2022.

Staff Reduction Program

During the term of this CLA, the agreed staff reduction program will apply to all members of the employers' association involved in this CLA.

Feasibility study into extending the scope

The parties agree, during the term of the CLA, to investigate whether it is feasible to extend the scope of the CLA. The study will focus on investigating the steps to be taken, the legal and other challenges this entails, which risks are involved for the employees and employers, and how these risks can be avoided. Basic principles in this regard are that an extension of the scope should not occur at the expense of the universally binding status [*algemeen verbindend verklaring*] of the CLA, and it can be done to the extent that a level playing field will eventually be created for all offshore catering operations. The parties are aware that an investigation into the feasibility of extending the scope will involve a great deal of time, means, and money. The parties are committed to contributing equally to the investigation. The aim is to start the investigation on January 1, 2022, so that it will be completed before August 1, 2022. If the study reveals that an extension of the scope is feasible and desirable, the parties will look into the investigation result, after which they will make arrangements regarding follow-up steps, which would enable implementation as from January 2024.

Investigation into job structure [*functiegebouw*]

During the second year of the CLA, the parties will investigate whether the job structure is still up to date. It will be examined whether the current positions fit in with the work operations and the number of persons on board [P.O.B.], and whether it will be necessary to add or to adapt positions. The parties are aware that an investigation into the adaptation of the job structure will involve a great deal of time, means, and money. The employers will initiate the investigation and, if needed, establish new job profiles in consultation with job holders. Trade unions will actively invite members to cooperate in the process. Any new profiles will be established and submitted to AWWN with a view to a new classification. AWWN will establish these new ORBA scores in consultation with the trade union job-rating expert. If the study reveals that modification of the job structure is required, the parties will consult with each other in order to determine whether a modification of the job structure can be achieved, and, if so, how. The aim is to start the investigation on January 1, 2023 so that it can be completed before August 1, 2023.

Trade union contribution

During the term of the CLA, the trade union contribution by employers will be handled in a tax-efficient manner.

Employer's contribution

The employer expresses his willingness to pay a contribution to the trade unions involved in line with the scheme of the previous CLA. With regard to 2021, this contribution will amount to € 4,500 (total for both trade unions), and to € 4,500 for 2022 (total for both trade unions).

Furthermore, employers will explain to new employees the importance of having this CLA, and will encourage the option of joining one of the trade unions involved (the employees' own choice).

PAWW¹ scheme [*Private Aanvulling WW en WGA*]

The employers intend to extend participation in the PAWW-CLA, which ends on October 1, 2022. The *Stichting PAWW* foundation will need to be notified at the latest by April 1, 2022. Formally, the trade unions still need to submit this extension for approval to their members. After the members have consented and the new scheme has become effective, the employers will deduct and transfer the contributions determined by the *Stichting PAWW*.

Periodic Consultations During the term of this CLA, periodic consultations (PC) between the parties to the CLA will take place at least once a year. During the Periodic Consultations in the second half of 2022, the topic of research and experiences relating to working abroad will be discussed. The employers will take the initiative in planning the dates.

CLA text/AVV²/WagwEU³

Employers will make the CLA text available in Dutch and in English. The process involving an AVV request will begin soon after the CLA has been registered with the Dutch Ministry of Social Affairs and Employment. On completion of this process, the CLA will be WagwEU proof.

¹ Private Supplement WW (Unemployment Benefit Scheme) and WGA (Return to Work [Partially or temporarily Disabled Persons] Scheme)

² Dutch Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act [*Wet op het algemeen verbindend en het onverbindend verklaren van bepalingen van collectieve arbeidsovereenkomsten*, abbreviated to *Wet AVV*].

³ Dutch Terms of Employment Posted Workers in the European Union Act [*Wet arbeidsvoorwaarden gedetacheerde werknemers uit Europa*, abbreviated to *WagwEU*]

Appendix 1 Job Title Groups

Scale	Function
1	Steward
1	Leading steward
2	Night cook
3	Cook/steward
4	Chef manager
4	Day cook
5	Camp boss

Appendix 2 Salary Groups

Scale	Function	Salary per offshore day as of January 1, 2022 (incl. 1.15% increase)	Salary per offshore day as of July 1, 2022 (incl. 1.15% increase)	Salary per offshore day as of January 1, 2023 (incl. 1.15% increase)	Salary per offshore day as of July 1, 2023 (incl. 1.15% increase)
1	Steward	€ 132.55	€ 134.07	€ 135.61	€ 137.17
1	Leading steward	€ 145.80	€ 147.48	€ 149.17	€ 150.89
2	(Night) Cook/baker	€ 158.95	€ 160.78	€ 162.63	€ 164.50
3	Cook/steward	€ 183.49	€ 185.60	€ 187.73	€ 189.89
3	Chef steward	€ 193.60	€ 195.82	€ 198.08	€ 200.35
4	Chef manager level	€ 214.58	€ 217.04	€ 219.54	€ 222.07
4	Day cook	€ 214.58	€ 217.04	€ 219.54	€ 222.07
5	Camp boss	€ 238.41	€ 241.15	€ 243.92	€ 246.73

Appendix 3 Job descriptions

Job	Steward	01.01
Department	Offshore catering	
Werkgeversvereniging Offshore-catering Bedrijven		

Job Context

The job is set within the department Offshore catering of a service provider. Activities encompass catering, cleaning, laundering etc. at external sites or drilling platforms of the commissioning party (offshore companies).

Position in the organization

Reports to Chef manager or Leading Steward
 Directs Not applicable

Job Purpose

To carry out cleaning and washing activities and to assist the kitchen with chores.

Expectations

Performance areas	Core activities	Outcome criteria
Cleaning	<ul style="list-style-type: none"> - to prepare cleaning activities by collecting required detergents, clean linen, towels etc. - to clean cabins, kitchens, dining rooms and common rooms according to requirements by hand or using cleaning equipment - to make beds, to collect and dispose of waste and used towels etc. - to detect any shortcomings or shortages and report them to the manager 	<ul style="list-style-type: none"> - clean and tidy rooms and cabins - timely completion - timely report of shortcomings or shortages
Laundering	<ul style="list-style-type: none"> - to collect and sort dirty laundry (linen, towels, clothing etc.) - to detect any damages and to put aside and replace damaged items - to wash and to dry according to regulations using washing and drying machines - to sort, fold and stock clean laundry 	<ul style="list-style-type: none"> - correct sorting of laundry - correct use of equipment - timely availability of clean laundry
Kitchen assistance	<ul style="list-style-type: none"> - to record supplies using a checklist - to collect and move products and materials on request - to carry out simple kitchen chores like washing, cutting etc. under supervision of kitchen personnel - to wash dirty tableware, cutlery, pans etc. using cleaning equipment - to sort and stock cleaned materials 	<ul style="list-style-type: none"> - correct registration of amounts - timely supply/disposal - correct execution of subtasks - timely availability of clean kitchen tools and cutlery
Responsible operation	<ul style="list-style-type: none"> - to comply with legislation concerning quality, (food) safety, health and environment - to detect deviations and report them to the manager 	<ul style="list-style-type: none"> - compliance with regulations - timely report of deviations

Job-related objections

- The use of force when lifting or moving laundry and other materials.
- A lot of standing and walking. Unilateral and forced postures when cleaning.
- Affected by dirt.
- Chance of injury by coming into contact with sharp or hot (kitchen) utensils, by slipping, by falling down the stairs etc.

Competency profile

Competences	Competency description

Knowledge and experience requirements

Level of education

Lower vocational education

Education/experience

Knowledge of common and work-related procedures and requirements at the site

Job

Department

Leading Steward

Offshore catering

01.07Werkgeversvereniging Offshore-catering Bedrijven

Job Context

The job is set within the department Offshore catering of a service provider. Activities encompass catering, cleaning, laundering etc. at external sites or drilling platforms of the commissioning party (offshore companies).

Position in the organization

Reports to Camp Boss

Directs Stewards

Job Purpose

To control and carry out cleaning activities and laundry work and to assist the kitchen with activities.

Expectations

Performance areas	Core activities	Outcome criteria
Cleaning	<ul style="list-style-type: none">- to coordinate and contribute to cleaning activities in accordance with instructions from the manager- to ensure a clean and neat accommodation- to detect deviations and shortages and to report them to the manager	<ul style="list-style-type: none">- clean and tidy rooms and cabins- timely completion- timely report of shortcomings or shortages
Laundering	<ul style="list-style-type: none">- to make sure dirty laundry is collected and sorted (linen, towels, clothing etc.)- to detect and report deviations- to overlook washing and drying activities in accordance with regulations, to overlook correct use of washing and drying machines- to overlook the sorting, folding and stocking of clean laundry	<ul style="list-style-type: none">- correct sorting and treatment of laundry- correct use of equipment- timely availability of clean laundry
Kitchen assistance	<ul style="list-style-type: none">- to record supplies using a checklist- to collect and move products and materials on request- to carry out simple kitchen chores like washing, cutting etc. under supervision of kitchen personnel- to wash dirty tableware, cutlery, pans etc. using cleaning equipment- to sort and stock cleaned materials- to prepare the messroom in time for issuing food, to supervise this happens in accordance with regulations	<ul style="list-style-type: none">- correct registration of amounts- timely supply/disposal- correct execution of subtasks- timely availability of clean kitchen tools and cutlery
Responsible operation	<ul style="list-style-type: none">- to comply with legislation concerning quality, (food) safety, health and environment- to detect deviations and report them to the manager	<ul style="list-style-type: none">- compliance with regulations- timely report of deviations

Job-related objections

- The use of force when lifting and moving laundry and other materials.
- A lot of standing and walking. Unilateral and forced postures when cleaning.
- Affected by dirt and changing temperatures (hot ovens, freezers etc.)
- Chance of injury by coming into contact with sharp or hot (kitchen) utensils, by slipping, by falling down the stairs et cetera.

Competency profile

Competences	Competency description
Managing	To be able to supervise the stewarding team in a positive and constructive way ensuring desired quality

Knowledge and experience requirements

Level of education

Lower/intermediate vocational education

Education/experience

Knowledge of common and work-related procedures and requirements at the site

Job

Department

Night Cook

Offshore catering

01.03Werkgeversvereniging Offshore-catering Bedrijven

Job Context

The job is set within the department Offshore catering of a service provider. Activities encompass catering, cleaning, laundering etc. at external sites or drilling platforms of the commissioning party (offshore companies). Simple kitchen and cleaning activities can be delegated to one or more stewards.

Position in the organization

Reports to Chef manager or Day cook

Directs Not applicable

Job Purpose

To prepare meals and carry out other kitchen activities as planned.

Expectations

Performance areas	Core activities	Outcome criteria
Preparation of meals	<ul style="list-style-type: none">- to assess products and ingredients on freshness and deviations- to prepare meat and fish (cleaning/filleting, cooking, portioning etc.)- to bake bread and simple pastry- to prepare breakfast, lunch and hot meals using multiple kinds of kitchen appliances- to assess and if necessary correct the quality of dishes based on flavor, smell, color etc.- to set out and replenish food (self-service)- to answer questions and to explain dishes to the guests	<ul style="list-style-type: none">- freshness and quality of products and ingredients- timely availability of dishes- quality and taste of dishes- right amount of dishes- guest satisfaction regarding quality and service
Kitchen activities	<ul style="list-style-type: none">- to make sure stock products are stored at the designated locations- to quality check incoming and collected products and ingredients- to carry out kitchen activities like washing, cutting, mixing etc.	<ul style="list-style-type: none">- correct control and storage of products- timely and correct execution of kitchen activities- timely availability of clean kitchen utensils and cutlery
Management of kitchen and dining rooms	<ul style="list-style-type: none">- to make sure tables are set and table supplies are available- to make sure kitchen and dining rooms are clean- to make sure that used tableware, cutlery, pans etc. are cleaned using cleaning equipment, to sort and resupply clean materials	<ul style="list-style-type: none">- clean kitchen and dining rooms- timely availability of clean kitchen utensils and cutlery
Responsible operation	<ul style="list-style-type: none">- to plan own activities using planning and complementary instructions from manager- to comply with legislation concerning quality, (food) safety, health and environment- to detect deviations and report them to the manager	<ul style="list-style-type: none">- efficient work performance- compliance with regulations- timely report of deviations

Job-related objections

- The use of force when lifting and moving products and materials.
- A lot of standing and walking. Unilateral and forced postures when cleaning or doing kitchen activities.
- Affected by dirt and changing temperatures (hot ovens, freezers etc.)
- Chance of injury by coming into contact with sharp or hot (kitchen) utensils and appliances, by slipping, by falling down the stairs etc.

Competency profile

Competences	Competency description

Knowledge and experience requirements

Level of education

Lower/intermediate vocational education

Education/experience

Knowledge of common and work-related procedures and requirements at the site

Job

Department

Cook Steward

Offshore catering

01.02

Werkgeversvereniging Offshore-catering Bedrijven

Job Context

The job is set within the department Offshore catering of a service provider. Activities encompass catering, cleaning, laundering etc. at external sites or drilling platforms of the commissioning party (offshore companies). It concerns smaller sites with a smaller kitchen and living space where the Cook Steward performs his household chores.

Position in the organization

Reports to Operations manager/Catering manager (Onshore)

Directs Not applicable

Job Purpose

To carry out cleaning, washing and kitchen activities.

Expectations

Performance areas	Core activities	Outcome criteria
Cleaning	<ul style="list-style-type: none"> - to prepare cleaning activities by collecting required detergents, clean linen, towels etc. - to clean cabins, kitchens, dining rooms and common rooms according to requirements by hand or using cleaning equipment - to make beds, to collect and dispose of waste and used towels etc. - to detect any shortcomings or shortages and report them to the manager 	<ul style="list-style-type: none"> - clean and tidy rooms and cabins - timely completion - timely report of shortcomings or shortages
Laundering	<ul style="list-style-type: none"> - to collect and sort dirty laundry (linen, towels, clothing etc.) - to detect any damages and to put aside and replace damaged items - to wash and to dry according to regulations using washing and drying machines - to sort, fold and stock clean laundry 	<ul style="list-style-type: none"> - correct sorting of laundry - correct use of equipment - timely availability of clean laundry
Kitchen	<ul style="list-style-type: none"> - to record supplies using a checklist - to collect and move products and materials on request - to carry out kitchen activities like washing, cutting, mixing etc. - to prepare cold and hot dishes according to planning and using prescriptions and instructions - to wash dirty tableware, cutlery, pans etc. using cleaning equipment - to sort and stock cleaned materials 	<ul style="list-style-type: none"> - correct registration of amounts - timely supply/disposal - correct execution of kitchen activities - quality of cold and hot dishes - timely availability of clean kitchen tools and cutlery

Job-related objections

- The use of force when lifting or moving laundry and other materials.
- A lot of standing and walking. Unilateral and forced postures when cleaning or doing kitchen activities.
- Affected by dirt and changing temperatures (hot ovens, freezers etc.)
- Chance of injury by coming into contact with sharp or hot (kitchen) utensils, by slipping, by falling down the stairs etc.

Competency profile

Competences	Competency description

Knowledge and experience requirements

Level of education

Lower vocational education

Education/experience

Knowledge of common and work-related procedures and requirements at the site

Job

Department

Chef Manager

Offshore catering

01.06

Werkgeversvereniging Offshore-catering Bedrijven

Job Context

The job is set within the department Offshore catering of a service provider. Activities encompass catering, cleaning, laundering etc. at external sites or drilling platforms of the commissioning party (offshore companies).

Position in the organization

Reports to Operations Manager

Directs 6-20 employees (Cooks, Stewards)

Job Purpose

To direct daily activities concerning catering, cleaning and laundry in such a way that the required service level is met.

Expectations

Performance areas	Core activities	Outcome criteria
Preparation	<ul style="list-style-type: none"> - to plan activities, taken into account the number of guests, deviating factors etc. - to draft and adjust personnel planning and to respond to unforeseen situations - to check on storage supplies and to take corrective action when necessary 	<ul style="list-style-type: none"> - insight into required daily activities - adequate action when faced with unforeseen situations
Direction	<ul style="list-style-type: none"> - to distribute activities and to discuss particularities with the catering team - to monitor the performance of activities (quality and quantity) - to respond to unforeseen situations and to solve daily problems - to register hours worked, used materials etc. and to report particularities 	<ul style="list-style-type: none"> - efficient performance of activities - clear instructions - meet planning and quality standards - adequate action when faced with inconveniences - correct registration
Personnel	<ul style="list-style-type: none"> - to coach and motivate employees - to make sure new employees are well integrated - to conduct performance reviews - to follow up on absenteeism 	<ul style="list-style-type: none"> - motivation of employees - Employability of employees - low absenteeism
Performance	<ul style="list-style-type: none"> - to solve operational problems like malfunctioning equipment or other calamities - to make sure team activities concerning meal preparations or other activities are carried out 	<ul style="list-style-type: none"> - securing progress - quality of performance
Responsible operation	<ul style="list-style-type: none"> - to monitor compliance with legislation concerning quality, (food) safety, health and environment - To give input to the manager with regards to drafting or modifying procedures and regulations 	<ul style="list-style-type: none"> - compliance with regulations - contribution to procedures and regulations

Job-related objections

- The use of force when lifting or moving products and materials.
- Standing and walking a lot. Unilateral and forced postures when cleaning or doing kitchen activities.
- Affected by dirt and changing temperatures (hot ovens, freezers etc.) when carrying out kitchen activities.

- Chance of injury by coming into contact with sharp or hot (kitchen) utensils and appliances, by slipping, by falling down the stairs etc.

Competency profile

Competences	Competency description

Knowledge and experience requirements

Level of education

Intermediate vocational education

Education/experience

Managerial experience

Knowledge of common and work-related procedures and requirements at the site.

Job
Department

Day Cook
Offshore catering

01.04

Werkgeversvereniging Offshore-catering Bedrijven

Job Context

The job is set within the department Offshore catering of a service provider. Activities encompass catering, cleaning, laundering etc. at external sites or drilling platforms of the commissioning party (offshore companies).

Position in the organization

Reports to Chef manager or Camp boss

Directs Approximately 5 employees (Night cook, Stewards;) crafttechnical

Job Purpose

To coordinate and execute activities dedicated to the preparation of meals and other kitchen activities.

Expectations

Performance areas	Core activities	Outcome criteria
Operational control of the kitchen	<ul style="list-style-type: none">- to reconcile with the manager about the planning and contingent events, to supervise compliance of internal procedures and relevant regulations- to distribute activities and to give functional directions- to supervise employees' activities, correct deviations and if necessary alert the manager- to give out information and advice the manager about personnel matters- to manage supplies, appliances etc. and to detect and report shortages and defects- to register the amount of hours worked, materials used etc. and report any particularities	<ul style="list-style-type: none">- efficient execution of activities- clear instructions- extent to which planning and quality meet the requirements- proper action on deviations- timely resupply- correct registration
Preparation of meals	<ul style="list-style-type: none">- to assess products and ingredients on freshness and deviations- to prepare meat and fish (cleaning/filleting, cooking, portioning etc.)- to bake bread and simple pastry- to prepare breakfast, lunch and hot meals using multiple kinds of kitchen appliances- to assess and if necessary correct the quality of dishes based on flavor, smell, color etc.- to set out and replenish food (self-service)- to answer questions and to inform the guests about the dishes	<ul style="list-style-type: none">- freshness and quality of products and ingredients- timely availability of dishes- quality and taste of dishes- right amount of dishes- guest satisfaction regarding quality and service
Kitchen activities	<ul style="list-style-type: none">- to make sure stock products are stored at the designated locations- to quality check incoming and collected products and ingredients- to carry out kitchen activities like washing, cutting, mixing etc.	<ul style="list-style-type: none">- correct control and storage of products- timely and correct execution of kitchen activities- timely availability of clean kitchen utensils and cutlery
Management of kitchen and dining rooms	<ul style="list-style-type: none">- to make sure tables are set and table supplies are available- to make sure kitchen and dining rooms are clean	<ul style="list-style-type: none">- clean kitchen and dining rooms- timely availability of clean kitchen utensils and cutlery

Performance areas	Core activities	Outcome criteria
	- to make sure that used tableware, cutlery, pans etc. are cleaned using cleaning equipment, to sort and resupply clean materials	
Responsible operation	- to comply with legislation concerning quality, (food) safety, health and environment - to detect deviations and report them to the manager	- compliance with regulations - timely report of deviations

Job-related objections

- The use of force when lifting and moving products and materials.
- A lot of standing and walking. Unilateral and forced postures when cleaning or doing kitchen activities.
- Affected by dirt and changing temperatures (hot ovens, freezers etc.)
- Chance of injury by coming into contact with sharp or hot (kitchen) utensils and appliances, by slipping, by falling down the stairs etc.

Competency profile

Competences	Competency description

Knowledge and experience requirements

Level of education

Intermediate vocational education

Education/experience

Knowledge of common and work-related procedures and requirements at the site

Job

Department

Camp Boss

Offshore catering

01.05Werkgeversvereniging Offshore-catering Bedrijven

Job Context

The job is set within the department Offshore catering of a service provider. Activities encompass catering, cleaning, laundering etc. at external sites or drilling platforms of the commissioning party (offshore companies).

Position in the organization

Reports to Operations Manager

Directs 6-20 employees (Cooks, Stewards)

Job Purpose

To direct daily activities concerning catering, cleaning and laundry in such a way that the required service level is met compliant with the companies procedures.

Expectations

Performance areas	Core activities	Outcome criteria
Preparation	<ul style="list-style-type: none">- to make sure purchases are made, to make sure food is stored in compliance with contract scope, company procedures and relevant regulations- to plan activities, taken into account the number of guests, deviating circumstances, etc.	<ul style="list-style-type: none">- constructive & efficient planning- insight into required daily activities- to stay within budget- adequate action when faced with unforeseen situations
Direction	<ul style="list-style-type: none">- to monitor and lead the catering team and tasks in a proactive and positive way and to discuss deviations with the appointed Leading Steward and Day Cook.- to monitor, register and when necessary correct the quality of service to meet client and employers' satisfaction- to respond to unforeseen situations, to solve daily problems and communicate these problems with the supervisor- to register hours worked, used materials etc., and to report particularities	<ul style="list-style-type: none">- efficient performance of activities- clear instructions- compliance with planning and quality- adequate action during inconveniences- correct registration
Personnel	<ul style="list-style-type: none">- to ensure the catering team is sufficiently prepared to do their job safely and well and to take corrective action when needed- to ensure the catering team is trained- to solve problems or deviations that can't or may not be solved by employees- to conduct performance reviews and to follow up on absenteeism	<ul style="list-style-type: none">- motivation of employees- employability of employees in accordance with policies and procedures- low absenteeism
Performance	<ul style="list-style-type: none">- to solve operational problems like malfunctioning equipment or other calamities- to make sure team activities concerning meal preparation or other activities are carried out correctly	<ul style="list-style-type: none">- securing progress- quality of performance

Performance areas	Core activities	Outcome criteria
Responsible operation	<ul style="list-style-type: none"> - to monitor compliance with legislation concerning quality, (food) safety, health and environment on site and to report findings to the manager - to give input to the manager with regards to drafting or modifying procedures and regulations 	<ul style="list-style-type: none"> - compliance with regulations - contribution to procedures and regulations

Job-related objections

- The use of force when lifting or moving products and materials.
- Standing and walking a lot. Unilateral and forced postures when cleaning or doing kitchen activities.
- Affected by dirt and changing temperatures (hot ovens, freezers etc.)
- Chance of injury by coming into contact with sharp or hot (kitchen) utensils and appliances, by slipping, by falling down the stairs etc.

Competency profile

Competences	Competency description
Knowledge of food preparation	To possess the knowledge to ensure food preparation is in accordance with contract specifications and hygiene legislation, and is done in a cost & logistic efficient manner
Managing	To be able to supervise and control the team while focusing on quality and the available budget
QHSE	To manage the zero tolerance safety culture and to ensure hygiene quality standards

Knowledge and experience requirements

Level of education

Intermediate vocational education

Education/experience

Knowledge of common and work-related procedures and requirements at the site.

Appendix 4 Regulation of the Arbitration Board ex Article 1 of Chapter 11 of the Offshore Catering CLA 35

Article 1 Composition

1. The Arbitration Board consists of four members, two members on the employer side and two members on the employee side. The Board is assisted by a Secretariat. Two deputies will be appointed by both the employer side as well as the employee side.
2. The employer members are appointed by the Offshore Catering Employer Association. The employee members are appointed by the employee organizations involved in the CLA.
3. The Board will select a chairperson and a secretary from among its members such that these positions are distributed across both parties.
4. The role of the Secretariat of the Arbitration Board will be filled by AAVN, PO Box 93050, 2509 AB The Hague [The Netherlands].

Article 2 Tasks and Competences of the Arbitration Board

The tasks and competences of the Arbitration Board are as follows:

1. The tasks of the Arbitration Board are specified in the Offshore Catering Collective Labor Agreement.
2. Granting exemptions from the provisions of the collective terms of employment about which there is agreement between the employers' association and the involved employee organizations in compliance with Article 1 of Chapter 11 of the Offshore Catering CLA.
3. Handing down rulings according to the law and fairness in cases where disputes have arisen regarding the interpretation and/or application of the Collective Labor Agreement for Offshore Catering or of an employment contract to which this Collective Labor Agreement applies and for which the involved employer and/or the involved employee(s) have requested a ruling.
4. A ruling by the Arbitration Board is necessary before the intervention of a judge as specified in Sections 1 and 2 can be enlisted.
5. The Board is entitled to change this regulation.

Article 3 Request for a Ruling by the Arbitration Board

1. A request for a ruling by the Arbitration Board must be made in writing and substantiated in accordance with the requirement(s) of the law, be well-founded and include a clearly described claim and be sent to the Secretariat of the Offshore Catering Arbitration Board, c/o AAVN, P.O. Box 93050, 2509 AB The Hague. In his application, the applicant may state whether he wishes the Arbitration Board's ruling to be binding.
2. The person who submitted this request to the Arbitration Board will receive a confirmation from the Secretariat. In the event of a dispute, the defending party and the members of the Arbitration Board will receive a copy of this request, with a request to provide a written statement of their defense within 14 days. The Secretariat will send a copy of this defense statement to the requesting party. In his defense, the defending party may state whether he wishes the Arbitration Board's ruling to be binding.
3. As soon as possible - but within three months at the latest - after the request for a ruling has been received by the Secretariat the request will be handled by the Arbitration Board.
4. The Arbitration Board can decide to declare a dispute older than two years as inadmissible. In the event that the Offshore Catering CLA is entirely not applied in the company, direct appeal to a judge is permitted.

Article 4 Handling of the Request by the Arbitration Board

1. The parties involved in the request can be called by the Arbitration Board, just as any witnesses. In the event of the non-appearance of persons who have been called, the Arbitration Board will decide whether the handling of and ruling regarding the request will take place or will be postponed. If the Board calls witnesses, the parties will be informed of this in a timely manner. If one of the parties brings along a witness, then the other party must be informed of this in a timely manner and be told the name of this witness.
2. The parties will be heard upon their request by the Arbitration Board. They will be informed of the time of the Board's meeting in a timely manner.
3. Both in the case of Section 1 as well as in the case of Section 2, the parties are permitted to obtain the counsel or representation of an attorney or other authorized representative.
4. As soon as possible, but at most one week before the meeting, the Secretariat will send a copy of all the required documents for the meeting to each of the members (and deputy members) as well as any additional desired communication regarding handling of the request.
5. If a member of the Arbitration Board cannot attend the meeting, he/she will inform the Secretariat of this as soon as possible. The member who cannot attend will ensure a replacement in a timely manner.
6. If the business interests of a (deputy) member are connected to the dispute to be handled, then this (deputy) member is obligated to recuse him/herself from the proceedings and to make this known as soon as possible. The member will inform his/her (permanent) deputy of this as soon as possible.
7. The Secretariat will produce a report of the Arbitration Board meeting. After this report has been approved by all the members of the Board, it will be valid as an account of the Board's opinion in any eventual legal proceedings.

Article 5 Arbitration Board Rulings

1. Every member and deputy member of the Arbitration Board has a vote. The majority vote is decisive.
2. The Board is only authorized to make rulings if at least four members or deputy members are present.
3. The Chairperson has a vote.
4. If the votes are tied, then no ruling has been effected by the Arbitration Board. The situation will remain unchanged, whereupon the most prepared party can take further steps.
5. The rulings of the Arbitration Board will be laid down in writing and substantiated. For reasons of explanation, a minority opinion of the Board member is permitted. However, the minority opinion will not stand in the way of the ruling made by the Arbitration Board.
6. The Arbitration Board ruling will be sent to the interested parties as soon as possible, however at the most four weeks after the proceedings.
7. A ruling is deemed to be binding if both parties to the dispute have requested this in writing.

Article 6 Remuneration

1. The members of the Arbitration Board will receive a payment of € 200.00 per meeting, excluding VAT. Travel expenses will be reimbursed in compliance with the fiscally permitted mileage allowance.
2. If the Arbitration Board parties call witnesses, then their travel and per diem expenses will be reimbursed based on public transportation and a nominal amount per meeting at € 50.00 per day.
3. The reimbursement stipulated in this article will be paid out based on the reimbursement regulations via the treasurer of the Offshore Catering Employees' Association.

Appendix 5 Employment and working conditions relating to foreign employers and their employees who temporarily perform catering work on the Dutch continental shelf

Pursuant to Article 2, paragraph 6 of the Dutch Binding and Non-Binding Status of Provisions of Collective Labour Agreements Act [*Wet op het algemeen verbindend en het onverbindend verklaren van bepalingen van collectieve arbeidsovereenkomsten*, abbreviated to *Wet AVV*], CLA provisions also apply to employees who, within the framework of transnational provision of services, as referred to in Article 1, paragraph 1 of the Dutch Terms of Employment Posted Workers in the European Union Act [*Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie*; abbreviated to *WAGWou*], carry out work in the Netherlands on a temporary basis, and whose employment contract is governed by a law other than that of the Netherlands, if these provisions relate to:

- a. maximum working hours and minimum rest periods;
- b. the minimum number of vacation and leave days, during which the employer is obliged to continue payment of wage;
- c. minimum wage, which should include at least:
 1. the applicable period wage in the scale;
 2. the applicable working hours reduction (*ADV*) per week/month/year/period;
 3. bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus) and shift bonus;
 4. an intermediate pay rise;
 5. expense allowance: allowances or reimbursement of expenses relating to costs incurred in connection with performing the job, including travelling expenses, meals, and accommodation costs for employees who are away from home for business purposes;
 6. incremental increases;
 7. year-end bonuses;
 8. additional vacation-related allowances, whereby the following are not included in this minimum wage:
 1. pension contributions as referred to in Article 1 of the Dutch Pension Act [*Pensioenwet*], or Article 1 of the Dutch Mandatory Occupational Pension Scheme Act [*Wet verplichte beroepspensioenregeling*, abbreviated to *Wvb*];
 2. non-statutory social security entitlements;
 3. allowances that are paid as a reimbursement of actual costs incurred in connection with the secondment, such as travelling expenses, meals, and accommodation costs.
- d. conditions for posting employees;
- e. health, safety and hygiene at work;
- f. protective measures relating to employment and working conditions for children and young people, and for pregnant employees or employees who have recently given birth;
- g. equal treatment of men and women, as well as other provisions governing non-discrimination.
- h. conditions relating to the housing of employees, if the employer makes housing available to employees who are not at their usual place of work in the Netherlands.

The provisions specified under the letters a. to g. are called core provisions, and refer to the following conditions regarding the CLA Offshore catering.

If a secondment period lasts longer than 12 months with regard to employees who carry out work in the Netherlands on a temporary basis, and whose contract of employment is governed by a law other than that of the Netherlands, from the 13th month onwards, in addition to the core provisions, all other provisions that have been declared universally binding under this CLA will also apply, with the exception of those concerning:

- procedures;
- formalities;
- conditions of conclusion and termination of the contract of employment; and
- supplementary occupational pension schemes.

This 12-month period can be extended to 18 months pursuant to the conditions laid down in Article 2a, paragraph 5 of the Dutch Binding and Non-Binding Status of Provisions of Collective Labour Agreements Act [*Wet op het algemeen verbindend en het onverbindend verklaren van bepalingen van collectieve arbeidsovereenkomsten*, abbreviated to *Wet AVV*], if the work activities are likely to be completed within the 18-month period.

If due to developments in legislation and regulations it becomes clear that more or other provisions are to become part of the core provisions, these will be incorporated into the CLA during a next collective bargaining session.

Table 1: Outline of core provisions

WagwEU subjects	CLA articles
General	Chapter 1, Article 2: Scope and nature of the CLA
Maximum working hours and minimum rest periods	Chapter 3, Article 1: Employment duration and working hours Chapter 3, Article 3: Payment in the event of a crew change delay
Minimum number of paid vacation and leave days	Chapter 5, Article 1: Vacation
Minimum wages as referred to in Article 2, paragraph 6, subparagraph c of the Dutch <i>Wet AVV</i>	Chapter 3, Article 2: Overtime allowance Chapter 3, Article 4: Travel cost reimbursement Chapter 4, Article 1: Job title groups and salary groups Chapter 4, Article 2: Vacation allowance Chapter 4, Article 3: Holiday allowance Chapter 4, Article 4: Provisions for temporary non-active status Chapter 4, Article 5: Offshore allowance Appendix 1: Job title groups Appendix 2: Salary groups Appendix 3: Job descriptions
Conditions for posting employees	
Health, safety and hygiene at work	Chapter 1, Article 6: General obligations of the employer Chapter 1, Article 7: General obligations of the employee Chapter 9, Article 1: Mandatory safety/company training
Protective measures relating to employment and working conditions for children and young people, and for pregnant employees or employees who have recently given birth	Chapter 5, Article 5: Pregnancy regulation
Equal treatment of men and women, as well as other provisions governing non-discrimination.	

Table 2: Implementation of applicable provisions

Article 1	Applicable components
Chapter 1, Article 2: Scope and nature of the CLA	Integral
Chapter 1, Article 6: General obligations of the employer	Section 1
Chapter 1, Article 7: General obligations of the employee	Integral
Chapter 3, Article 1: Employment duration and working hours	Integral
Chapter 3, Article 2: Overtime allowance	Section 1 Section 2 Section 3, except ‘/ social laws’ Section 4
Chapter 3, Article 3: Payment in the event of a crew change delay	Integral
Chapter 3, Article 4: Travel cost reimbursement	Integral
Chapter 4, Article 1: Job title groups and salary groups	Integral
Chapter 4, Article 2: Vacation allowance	Section 1

Article 1	Applicable components
	Section 2 Section 3, except the last sentence
Chapter 4, Article 3: Holiday allowance	Integral
Chapter 4, Article 4: Provisions for temporary non-active status	Section 1
Chapter 4, Article 5: Offshore allowance	Integral
Chapter 5, Article 1: Vacation	Section 1 Section 2 Section 3 Section 4, except: ‘, unless one of the situations as listed in Book 7, Article 635 of the Dutch Civil Code arises.’ Section 5 Section 6 Section 7
Chapter 5, Article 5: Pregnancy regulation	Section 1, first sentence Section 2 Section 3
Chapter 9, Article 1: Mandatory safety/company training	Integral
Appendix 1: Job title groups	Integral
Appendix 2: Salary groups	Integral
Appendix 3: Job descriptions	Integral

Example calculation

Steward

The position of Steward falls in scale 1 Salary, with a salary of € 132.55 per offshore day.

Working time is 12 hours a day (average of 3.5 days a week).

Average monthly salary = 15.7 days a month * € 132.55 = € 2,081.04.

Average offshore allowance = 22.76% * € 2,081.04 = € 473.64.

Monthly salary + offshore allowance	€ 2,554.68
Vacation allowance 8%	€ 204.37 (a month)
Vacation days accrued	1.17 days a month

Contact information:

- Werkgeversvereniging Offshore Catering
Sophie Broers
p/a Nieuwe Steen 25-302
1625 HV HOORN
Tel. 088-4962525
- FNV
Joosje de Lang
Postbus 9208
3506 GE UTRECHT
The Netherlands
www.fnv.nl
Tel. 088-3681127
- Nautilus International
Marcel van Dam
Postbus 8575
3009 AN Rotterdam
The Netherlands
<https://nautilusint.org/nl>
Tel. 010-2862982

Appendix: this Staff Reduction Program [*Sociaal Plan*] is valid during the term of this collective labor agreement, and applies to members of the Offshore Catering Employers' Association.

Staff Reduction Program

January 1, 2022 – December 31, 2023

STAFF REDUCTION PROGRAM

This Staff Reduction Program has been adopted by the following parties:

1. <Name organization>, hereinafter referred to as '**Employer**', with its registered office at <address>, in <city> [The Netherlands], duly represented in this matter by <name> in the position of <title>;
and
2. the **FNV**, legally represented in this matter by Ms. J. de Lang, and **Nautilus International**, legally represented in this matter by Mr. M. van Dam.
Hereinafter collectively called 'Parties'.

Preamble

- At the time of entering into this staff reduction program, the employer had experienced a decline in business operations of more than <number> percent;
- Generally, there is no prospect of an increase in the Employer's business operations in the short to medium term;
- As a result, the Employer will need to align his number of staff with the volume of his operations;
- Due to an overall decline in operations and turnover within the group of companies, of which the Employer is also a part, it will be extra difficult for the Employer to absorb this decline while financial means to do so are limited;
- However, the Employer will make every effort to redeploy as many of the redundant staff as possible and, where this is not possible, to arrive at a redundancy scheme [*afvloeiingsregeling*] that will be substantially above the statutory level;
- In view of the above, it is in the interests both of the Employer and the Employees that the Parties attend to this matter in a timely manner, in order to alleviate as much as possible the consequences of the termination of said employment with the Employer for the Employees concerned. For this purpose, the Parties wish to create a safety net by means of this Staff Reduction Program.

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1. General conditions

1.1 Definitions

Employer: Employer (being the entity with which the Employee has entered into a permanent contract of employment governed by Dutch law).

Employee: A person who entered into a permanent contract of employment with the Employer governed by Dutch law, whose position will cease for Business Economic Reasons as a result of the situation referred to in the Preamble. In this regard, the Employer will provide the Employee with a written confirmation of redundancy.

Business Economic Reasons: The situation referred to in the Preamble, as a result of which redundancy has arisen.

End Date: the date on which the contract of employment between the Employer and the Employee ends.

Monthly Salary: The fixed, gross monthly salary agreed upon, plus an 8% vacation allowance as applicable during the month prior to the End Date, in accordance with the Dutch Collective Labor Agreement for Offshore Catering [*Cao Offshore Catering*], and the median 'offshore allowance' over the final six months of employment, calculated from the month prior to the written confirmation of redundancy.

Proportionality Principle: the system which, in accordance with Article 11 of the Redundancy Scheme [*Ontslagregeling*], is applied to determine which Employee within a category of interchangeable positions should be nominated for redundancy, whereby the Employee with the shortest employment history within a particular age group will be the first person to be eligible for redundancy. For this purpose, the date of the application for a dismissal [*ontslagaanvraag*] will serve as the reference date.

Suitable position: A position is regarded as suitable if it is in line with the Employee's qualifications, experience, and capacities, as referred to in Article 9, paragraph 3 of the Redundancy Scheme, and further specified in the Implementation rules governing dismissals for business-economic reasons [*Uitvoeringsregels ontslag om bedrijfseconomische redenen*, only available in Dutch] listed by the Dutch Employee Insurance Agency [*Uitvoeringsinstituut Werknemersverenigingen*, abbreviated to UWV]. Only a position within the Employer's company can be regarded as a Suitable Position (also referred to as an internal Suitable Position).

1.2 Scope

The Employee will be eligible for the arrangements specified in this Staff Reduction Program if his or her position - after application of the Proportionality Principle with the Employer's company - has become redundant for Business Economic Reasons, and the Employee has proved to be non-redeployable [*niet-herplaatsbaar*].

The Employee will not be eligible for the arrangements specified in this Staff Reduction Program if the Employer seeks to terminate the contract of employment for reasons other than Business Economic Reasons.

Furthermore, the Employee will also not be eligible for the arrangements specified in this Staff Reduction Program if he/she gives notice in order to terminate his/her contract of employment with the Employer.

1.3 Term; modification of the Staff Reduction Program

The Staff Reduction Program runs from January 1, 2022 to December 31, 2023. If the ratio - in its entirety or in parts - of this Staff Reduction Program ceases due to special circumstances of a

business economic nature, or to changes in statutory provisions, the Parties will consult with each other on the extent to which the contents of this Staff Reduction Program need to be modified. This Staff Reduction Program will have no ongoing effect.

If, during the term of the Staff Reduction Program, a reduction in the workforce of more than the immediately envisaged <number> employees is needed for Business Economic Reasons, the Parties will resume consultations.

1.4 Hardship clause

In individual cases regarding situations where application of this Staff Reduction Program would have socially undesirable consequences, the Employer may decide to deviate from the provisions in this Staff Reduction Program in favor of the Employee. In this regard, the Employer will consult with the FNV and Nautilus.

2. General measures to prevent compulsory redundancies

2.1 Part-time employment

The Employer will offer all Employees the possibility of starting part-time work. In this respect, the options available in the cooperation with the client should be taken into account. The aim is to lighten the workload of these Employees and to give them more leisure time.

The Employer will fully inform the staff regarding part-time work, taking into account the advantages and disadvantages relating to labor law and to the financial situation of the Employee concerned. For example, the impact of a change in the contract of employment, or receiving a pro-forma calculation in order to check how much the salary could amount to in the event of part-time employment.

If working part-time is possible and the Employee in question agrees, the Employer will be prepared to pay the Employee each month a gross part-time bonus of 25% of the fixed wage the Employee would lose working part-time, up to a maximum gross amount of € 250 a month, during the first six months of working part-time (if and insofar as the contract of employment remains in place during this period). A longer period of 12 or 18 months over which the Employee receives this part-time bonus is another option, and the monthly amount to be paid will be reduced pro rata, so that the actual payments remain the same.

The Employee whose entitlement to part-time work has been accepted retains the regular right to vacation days in accordance with the Dutch Collective Labor Agreement for Offshore Catering [*Cao Offshore Catering*], adapted to the part-time factor. Furthermore, by means of compensation days, the Employee will be entitled to the same amount of regular leave as if he were working full-time. As a result, in accordance with the *Cao Offshore Catering*, and adapted to the part-time factor and combined with the compensation days, the regular vacation days will be the same as the total leave entitlement of a full-time Employee covered by the CLA.

These compensation days should be used up within the same term as the statutory vacation days, and, if not taken, will lapse without compensation. Compensation days will not be paid in cash, also not in the event of a premature termination of the contract of employment. This scheme applies to every Employee in the service of the Employer.

2.2 Voluntary Redundancy Scheme

The Employer aims to limit the number of compulsory redundancies by periodically offering Employees the possibility of opting for voluntary redundancy [*vrijwillig vertrek*]. As soon as the Employer provides this option, every Employee may express their interest in voluntary redundancy. The Employer will have the possibility of declining at any time an Employee's request to make use of the Voluntary Redundancy Scheme. The Employer will provide the reason for any such rejection if requested by the Employee.

If the Employer agrees to an Employee's request, the Employee involved will be given a settlement agreement [*vaststellingsovereenkomst*], which entitles the Employee to severance pay as specified in Section 4.5 of this Staff Reduction Program. The Employee must submit the signed settlement agreement **to the Employer as soon as possible, but no later than within 14 days after it has been provided. If this term is exceeded, the Employee will be excluded from participating in this program.**

3. Termination of the contract of employment

3.1 Notification of cessation of position

The Employer will, in writing, notify the Employee, whose position with the Employer, after application of the Proportionality Principle, will cease to exist. At the same time, the Employee will be presented with a proposal for termination of the contract of employment by mutual consent in accordance with the arrangements in this Staff Reduction Program, and an intake interview will also take place to establish the basic principles for the redeployment investigation. Prior to this interview, the Employer will have carried out his own investigation with regard to finding a Suitable Position for the Employee. If the investigation is successful, this position will be offered to the Employee.

3.2 Redeployment

With regard to Employees whose positions will cease to exist, the Employer will take measures in order to:

- stimulate internal redeployment within the Employer's company or elsewhere in the group of which the Employer may be a part. For example, by looking for and offering Suitable Positions;
- stimulate external redeployment: i.e., outside the Employer's company and the group of which the Employer may be a part. For example, by establishing and maintaining contacts with third companies, including the competition and temporary employment and secondment agencies, as well as outplacement organizations and other organizations where these Employees might find potentially new jobs, and which may have jobs available. A list of possible organizations has been included in the appendix stating the redeployment policy;
- increase their opportunities in the labor market by investing in the expertise and skills of the Employees concerned. For example, by offering in-person or online courses involving substantive training as well as retraining or refresher courses to improve their position in the labor market, and providing opportunities for obtaining useful certificates;
- improve the Employees' opportunities in the labor market by gaining more insight into their possibilities in this respect. For example, by applying the *NL leert door* subsidy scheme;
- increase the Employees' opportunities during the job-application process. For example, by offering training in drawing up a resumé and letter of application.
- encourage Employees to start their own company or become self-employed. For example, by offering support on registering with the Dutch Chamber of Commerce [*Kamer van Koophandel*, abbreviated to KvK] as well as training courses focused on running one's own company in the appropriate manner;
- reopen the Voluntary Redundancy Scheme, which may offer scope for the placement of Employees.

These measures will be further developed and rolled out in the redeployment policy, which will be made available to the Employees.

The Employer will set up a Steering Committee for Suitable Positions [*Stuurgroep Passend Werk*], which will be given the task of assisting in the development of a redeployment policy, by reflecting on and providing suggestions to improve and supplement the policy. The three-person Steering Committee will consist of one person for objective assessment, one from the HR Department, and one from Offshore Operations. The redeployment policy will be implemented by or on behalf of the Employer's HR Department.

3.3 Dismissal procedure

The Employer will submit to the Dutch Employee Insurance Agency (UWV) an application for a dismissal permit [*ontslagvergunning*] involving the Employee whose position ceases to exist, and who is not redeployable. In all instances, the Employer will also offer - or will have offered - the Employee a settlement agreement [*vaststellingsovereenkomst*] regarding the termination of employment by mutual consent. If the Employer and the Employee enter into a settlement agreement, the Employer will - after expiry of the statutory reflection period left unused by the Employee - withdraw the dismissal procedure initiated in respect of the Employee. If the Employer and the Employee in question agree on a different suitable position, the dismissal proceedings already initiated with regard to this Employee will be withdrawn as well.

4. Other provisions

4.1 Carrying out the usual work activities

The starting point is that the Employee will continue carrying out his/her usual work activities until the End Date, hence also during the actual or notional [*fictieve*] notice period, as well during the possible extension provided for in Section 4.5.

4.2 End date

After the UWV's permission has been granted with regard to termination of the contract of employment, the Employer will terminate the Employee's contract with due observance of the statutory notice period. The Employer will not use the dismissal permit to terminate the Employee's contract of employment on a date prior to a date before the required staff reductions took place.

4.3 Final settlement

In accordance with the End Date, the Employer will ensure the usual final financial settlement of the salary, offshore allowance, expense allowances, overtime, and other matters such as unused leave days, and vacation allowance.

4.4 Severance pay

The Employer will grant Severance Pay to the Employee upon termination of employment for Business Economic Reasons.

The amount of Severance Pay equals the number of monthly salaries calculated in line with Book 7, Article 673 of the Dutch Civil Code [*Burgerlijk Wetboek*, abbreviated to BW]. The level of the monthly salary will be determined in line with the definition set out in Section 1.1 of this Staff Reduction Program. Severance Pay serves by way of a supplementation to Unemployment Benefits [*WW-uitkering*] which may be obtained. After the compulsory deductions, the net equivalent of Severance Pay will be transferred to the Employee's bank account known to the Employer within one month after the End Date.

4.5 Additional allowance for timely agreement on termination of the contract of employment by mutual consent

Once the Employer has submitted a proposal to the Employee for termination of the contract of employment by mutual consent in accordance with the provisions in this Staff Reduction Program, and the Employee has accepted this proposal in writing within five working days after the proposal date, and the settlement agreement has not been terminated by the Employee within the statutory reflection period, the Employee's Severance Pay referred to in Section 4.4 of this Staff Reduction Program will be multiplied by a factor of 1.35. In this respect, the following exceptions are in place.

On an Employee's rejection of an internal Suitable Position, a settlement agreement will be drawn up with Severance Pay multiplied by a factor of 1.2.

On accepting an external Suitable Position offered due to an act or omission on the part of the Employer, the Employee will also qualify for a settlement agreement as defined in this Social Program. In order to encourage employment-to-employment, the Employer will offer Severance Pay multiplied by a factor of 1.35 in order for the Employee to accept the external Suitable Position.

Moreover, Severance Pay will not exceed the remaining salary between the termination date of the contract of employment and the date on which the Employee has reached retirement age (the number of months between the termination and retirement dates will be multiplied by the Monthly Salary).

Of course, if an internal Suitable Position is accepted, no settlement agreement will be drawn up or an allowance offered. If the Employee accepts a Suitable Position, he will receive compensation for a period of six months if necessary, so that his new salary during this period will at least be the same as the former gross Monthly Salary paid in his previous position.

The agreements relating to termination of the contract of employment by mutual consent will be laid down in a settlement agreement, which will be drawn up in such a manner that the Employee's entitlement to Unemployment Benefits [*WW-uitkering*] will be guaranteed to the extent possible (and in a realistic manner), and with due observance of the actual or notional [*fictieve*] notice period applicable to the Employee.

The settlement agreement will include a statement to the effect that the termination of employment was initiated by the Employer.

With due observance of the applicable notice period, the contracts of employment will not be terminated, but will be extended by one month if the settlement agreement offered is accepted in a timely manner. This condition applies to Employees who (i) were demonstrably members of the FNV trade union or Nautilus three months before the reorganization was announced, and are still in the process of the settlement agreement being offered, or (ii) who, in the process of being offered a settlement agreement, are demonstrably members of one of these trade unions, *and* have been for a consecutive period of at least one year immediately before the agreement is offered. During this extension period, the Employees' regular salary will also continue to be paid.

As from 2020, the Employer will have been part of the PAWW scheme. Consequently, every Employee in the Employer's service, who qualifies for Dutch unemployment benefits and has worked actively in the Netherlands for at least 10 years, while having paid contributions in accordance with the Dutch public law system, will also be entitled to this scheme from the moment the statutory term of unemployment benefit has expired. As a result, the term for receiving unemployment benefits will be extended to the original, longer term that was applicable before 2016. This will provide longer financial protection in the case of unforeseen long-term unemployment.

If the Employee is eligible for a foreign equivalent of the Dutch unemployment benefits abroad, the Employer will offer support in terms of helping the Employee obtain social insurances in their own country.

4.6 Business property

The Employee is required to return to the Employer all properties in his/her possession that belong to the Employer and/or to the client concerned, including company clothing, keys, access passes, a mobile phone and other equipment, as well as documents, including electronically stored data, in good condition and no later than on the final working day prior to the End Date.

4.7 Recommendation letter and references

The Employer will provide the Employee with a letter of recommendation at the Employee's request. Furthermore, the Employer is prepared to provide references to potential new employers, on the condition, however, that the Employee concerned has given his/her permission.

4.8 Non-competition and non-solicitation clauses

The Employer will not invoke any non-competition and non-solicitation clauses agreed upon with the Employee.

4.9 Pension insurance and health insurance

The Employee's pension insurance will be continued until the End date, and the Employer will fulfil his obligations in this respect. The Employee's participation in the pension insurance will cease on the End Date.

If the Employee makes use of collective health insurance, this will be continued until the end of the contribution year concluded in the respective calendar year. **Job-to-job coaching and training budget**

Supervision with regard to redeployment does not stop after acceptance of the settlement agreement relating to the termination of employment. During this period, the Employer will also apply the following extra means of redeployment . If an Employee has a need for this, the Employer will offer him/her the opportunity of undertaking position-related and/or practical training, on the condition that this training will increase the chances of obtaining paid employment elsewhere. The Employer will contribute a maximum amount of € 500 including VAT to the cost of undertaking position-related and/or practical training, provided that the expense claim is made out in the Employer's name.

In order to qualify for compensation of these costs, the Employee will need to have accepted the proposal of termination of employment, and the Employee will need to submit a request for training to the Employer beforehand, which includes a description of the training, the reason for applying, and a specification of costs. The Employer will inform the Employee, at the latest within two working days after receipt of the written request, whether the criteria for compensation have been met.

In addition, the Employer will (always) be prepared to provide an appropriate budget and cover the costs for education and training purposes if this results in the actual redeployment of the Employee. If it involves external redeployment, the Employee must have accepted the proposal for termination of employment beforehand; if it involves internal redeployment, the Employee must have accepted the associated employment conditions.

Furthermore, the Employer will employ his network to redeploy Employees, and will also inform Employees of any vacancy that may arise within the legal time frame for searching [*wettelijke zoekkaders*]. In addition, the Employer will commit himself to assisting Employees of non-Dutch origin, in the sense that, through his network, the Employer will try to prevent that they become legally obliged to leave the Netherlands as a result of their redundancy.

4.11 Extended employment at the expense of severance pay

The Employee can sometimes benefit from an extension of the term of employment. If the Employee so wishes, and at the expense of the level of severance pay, the Employer will agree to an extension by moving back the End Date agreed upon in the settlement agreement. In other words, the settlement agreement can be exchanged for extra time, whereby severance pay is converted into a gross Monthly Salary. During this extra time, the Employee will be exempt from carrying out work, and is expected to take up the vacation days accrued during this period. The Employer's cooperation depends and is based on cost neutrality: namely, all costs incurred by the Employer with regard to

the extended employment are deducted from the amount of severance pay. Consequently, the extension can never be longer than the amount of severance pay allowed.

4.12 Legal aid costs

If the Employer and the Employee arrive at a settlement agreement relating to termination of the contract of employment (which will not be terminated within the reflection period of two weeks), and if the Employee has not taken out any legal assistance insurance, and therefore incurs legal aid costs within the framework of redundancy, the Employer will compensate the actual legal aid costs incurred up to a maximum of € 500, which includes administrative costs and VAT. Furthermore, Employees who have joined a trade union also qualify for compensation of the above-mentioned legal aid costs.

If the Employee opts not to apply for any compensation regarding legal aid costs, this amount may be added to the budget for outplacement supervision.

Thus adopted on <date> in <city> [The Netherlands]

on behalf of <name of the organization>
<name>

on behalf of the FNV,
Ms. J. de Lang

on behalf of Nautilus International
Mr. M. van Dam