

Offshore Catering CLA

COLLECTIVE LABOR AGREEMENT

OFFSHORE CATERING

Term: from 1 July 2017 through 30 June 2019

Collective Labor Agreement

Offshore Catering

The undersigned,

I The organization of employers

Offshore Catering Employers' Association.

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.

© 2017 CLA parties and AWVN

No part of this document may be reproduced and/or published by means of printing, photocopy, microfilm or any other manner, nor may it be stored in an automated database with the objective of providing third parties access to this document without the prior written consent of the parties of this CLA or of AWVN in The Hague.

Table of Contents

Chapter 1: General Provisions.....	5
Article 1: Definitions.....	5
Article 2: Scope and Nature of the CLA	5
Article 3: Term and Modifications of the CLA	6
Article 4: Exemption	6
Article 5: General Obligations of the CLA Parties.....	6
Article 6: General Obligations of the Employer.....	7
Article 7: General Obligations of the Employee	7
Chapter 2: Commencement/Termination of Employment	8
Article 1: Commencement of Employment.....	8
Article 2: Termination of the Employment Contract.....	8
Chapter 3: Employment Duration and Duty Rosters.....	9
Article 1: Employment Duration and Working Hours	9
Article 2: Overtime Allowance.....	9
Article 3: Payment in the Event of a Crew Change Delay	9
Article 4: Travel Cost Reimbursement.....	10
Chapter 4: Remuneration.....	11
Article 1: Job Title Groups and Salary Groups	11
Article 2: Vacation Allowance	11
Article 3: Holiday Allowance.....	11
Article 4: Provisions for Temporary Non-Active Status	11
Article 5 Offshore Allowance.....	12
Chapter 5: Vacation, Holidays and Leave	13
Article 1: Vacation	13
Article 2: Extraordinary Leave	13
Article 3: Care Leave and Resumption of Work	14
Article 4: Parental Leave	14
Article 5: Pregnancy Regulation.....	14
Chapter 6: Disability	16
Article 1: Obligations of the Employer	16
Article 2: Obligations of the Employee	16
Article 3: Continued Payment of Wages and Supplements during the First 104 Weeks of Disability	16
Article 4: Refusal of Continued Payment of Wages and/or Supplementation.....	18
Article 5: Exceeding Control Regulations.....	18
Article 6: Non-Cooperation with Expert Evaluation / Violation of Safety Regulations	18
Article 7: Termination of Vacation Allowance Rights.....	18
Article 8: Recourse	19
Chapter 7: Pension	20
Article 1: Participation.....	20
Article 2: Pension Contribution.....	20
Chapter 8: Other Terms of Employment	21
Article 1: Death Benefits	21
Article 2: Life Insurance.....	21
Chapter 9: Education	22
Article 1: Mandatory Safety/Company Training	22
Chapter 10: Reorganization.....	23
Article 1: Reorganization.....	23
Chapter 11 Arbitration Board.....	24
Article 1 Composition and Task of the Arbitration Board	24

Provisions on matters of protocol with the CLA for 2017-2019	25
Appendix 1: Job Title Groups	27
Appendix 2: Salary Groups	28
Appendix 3: Job descriptions	29
Appendix 4: Regulation of the Arbitration Board ex Article 1 of Chapter 11 of the Offshore Catering CLA	43
Article 1: Composition	43
Article 2: Tasks and Competences of the Arbitration Board.....	43
Article 3: Request for a Ruling by the Arbitration Board	43
Article 4: Handling of the Request by the Arbitration Board.....	44
Article 5: Arbitration Board Rulings	44
Article 6: Remuneration	45
Appendix 5 Employment and working conditions relating to foreign employers and their employees who temporarily perform catering work on the Dutch continental shelf.....	46

Chapter 1: General Provisions

Article 1: Definitions

- a. Employer : Every legal person with full legal capacity that runs the company as stipulated in Article 2;
- b. 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;
- c. CLA : The Collective Labor Agreement for Offshore Catering;
- d. 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;
- e. Salary : The salary per day as stipulated in Appendix 2;
- f. Hourly wage : The salary divided by 12;
- g. 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 31 October 2002, Dutch Bulletin of Acts and Decrees 542 of 2002 [*Stb.* 2002, 542], as last amended by law on 7 March 2017, Dutch Government Gazette 14415 of 2017 [*Stcrt.* 2017, 14415].
- b. This CLA also applies 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 31 October 2002, Dutch Bulletin of Acts and Decrees 542 of 2002 [*Stb.* 2002, 542], as last amended by law on 7 March 2017, Dutch Government Gazette 14415 of 2017 [*Stcrt.* 2017, 14415]. The corresponding employment and working conditions are described in Appendix 5 of this CLA.
- 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 July 2017 and end on 30 June 2019.

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 full-time union leaders of the involved 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 NOGEP 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.

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

1681086

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. The request submission procedure of the employer's Hotel Policy (or Hotel & Travel Policy) is applicable here (or the Employee Handbook).
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. 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 € 65.00 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

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.

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 70% 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.

1681086

Payments in the event of illness:

- Week 1 through 52: 70% of the salary, but at least the applicable statutory minimum wage;
- Week 53 through 104: 70% of the salary

5. Any rights arising from Article 3 in Chapter 6 in previous versions of the CLA will cease to apply if commencement of incapacity for work is not before 1 July 2017. Instead, the rights arising from the provisions in this CLA will apply.

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 in which employees can voluntarily participate while taking into consideration the stipulations in the pension plan.

Article 2: Pension Contribution

1. The minimum pension contribution for employees is 1.25% of the hourly wage.
2. The maximum pension contribution for employees is 1.5% of the hourly wage plus vacation 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 binding advice, 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 AWVN
Attn: Official Secretary
PO Box 93050, 2509 AB The Hague.
5. The regulation of the Arbitrary Board can be found in Appendix 3.

Provisions on matters of protocol with the CLA for 2017-2019

Jobs at sectoral level

If employers need to let employees go due to a decline in client activities, employers in the sector will do their utmost to retain these employees in the sector.

Development of a salary structure

In the CLA for 2016-2017, the parties to the CLA had agreed on having a study conducted into the feasibility of introducing a salary structure [*salarishuis*]. The feasibility study relating to a salary structure was discussed during the negotiations relating to the CLA for 2017-2019. Given the existing business-economic situation within the sector, the parties agreed not to introduce a salary structure at the moment, a decision that has been taken into account in the general pay rises that have been agreed upon in this CLA. The parties to the CLA have agreed to discuss the feasibility of introducing a salary structure during the next negotiations. In preparation thereof, the parties will try to draw up a draft structure during the pre-consultations in 2018.

Third Unemployment Benefit year

The CLA parties have agreed that the duration and accrual of the Unemployment Benefit will be adjusted in line with agreements made in the Social Agreement of April 2013 in this respect. After a response from the Dutch Minister of Social Affairs and Employment to the recommendations of the Social and Economic Council (SER) '*Rol sociale partners bij toekomstige arbeidsmarktinfrastructuur bij WW en inrichting WW*', and after a possible recommendation by the Labour Foundation (StvdA), with due observance of these recommendations and those of the StvdA of 24 December 2013 and 11 July 2014, the CLA parties will enter into consultations. These are intended to arrive at substantive arrangements for a private supplementary Unemployment Benefit insurance [*WW-verzekering*], with which the current level and duration of the statutory Unemployment Benefit will be retained. In accordance with the StvdA's letter of 17 April 2015, these agreements should be considered within the context of realizing implementation at the national level. If necessary, the CLA will be opened up.

Offshore allowance in the event of fog or any delaying factor

As the article on overtime does not provide for granting an offshore allowance in the event of fog or any delaying factor, a study will be conducted into the feasibility of this topic on expiration of the current CLA. This study will be put forward for discussion during the next negotiations.

Study into registering working hours/check-in and check-out times

A study will be conducted into registering working hours/check-in and check-out times,

and it will be investigated what 'in line with the market' involves with regard to delays due to bad weather conditions and no longer deducting the extra hours from the time/resting time of employees who are at home at that moment. These studies will be discussed during the periodic consultations.

Employer's contribution

The employer expresses his willingness to pay a contribution to the trade unions involved. In 2017, the contribution will amount to EUR 1,500 (total for both trade unions), and to EUR 4,000 at the end of 2018 (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).

Periodic Consultations

Periodic consultations between the parties to the CLA will take place at least once a year, with the next ones taking place in March 2018, followed by periodic consultations in November 2018 in order to prepare for collective bargaining in 2019.

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 per 1 July 2017	Salary per offshore day per 1 January 2018	Salary per offshore day per 30 June 2018	Salary per offshore day per 1 January 2019	Salary per offshore day per 30 June 2019
1	Steward	€ 119.35	€ 120.54	€ 121.75	€ 122.97	€ 124.20
1	Leading steward	€ 131.28	€ 132.60	€ 133.92	€ 135.26	€ 136.61
2	Night cook	€ 143.12	€ 144.56	€ 146.00	€ 147.46	€ 148.94
3	Cook/steward	€ 165.22	€ 166.87	€ 168.54	€ 170.22	€ 171.93
4	Chef manager	€ 193.21	€ 195.15	€ 197.10	€ 199.07	€ 201.06
4	Day cook	€ 193.21	€ 195.15	€ 197.10	€ 199.07	€ 201.06
5	Camp boss	€ 214.67	€ 216.82	€ 218.99	€ 221.18	€ 223.39

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 organisation

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

01.07

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 organisation

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 Night Cook
 Department Offshore catering

01.03

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). Simple kitchen and cleaning activities can be delegated to one or more stewards.

Position in the organisation

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 flavour, smell, colour 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
Managed 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 workperformance - 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 **Cook Steward**
 Department 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 organisation

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 (linnen, 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
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 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 **Chef Manager**
 Department 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 organisation

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 in 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 **Day Cook**
 Department 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 organisation

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, used materials 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 asses 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 asses and if necessary correct the quality of dishes based on flavour, smell, colour 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
Managed kitchen and	<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

Performance areas	Core activities	Outcome criteria
dining rooms	- to make sure that used tableware, cutlery, pans etc. are cleaned using cleaning equipment, to sort and resupply clean materials	kitchen utensils and cutlery
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

01.05

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 organisation

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 in 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 pro-active 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
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	<ul style="list-style-type: none">- compliance with regulations- contribution to

Performance areas	Core activities	Outcome criteria
	- to give input to the manager with regards to drafting or modifying procedures and regulations	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 whilst focussing 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

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.

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 (binding) 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.
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.

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.

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*], CLA provisions also apply to employees who 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 days, during which the employer is obliged to continue payment of wage;
- c. minimum wage, including allowances for overtime, and excluding supplementary occupational pension schemes;
- 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.

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 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

WAGA ¹ 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 days	Chapter 5, Article 1: Vacation
Minimum wages, incl. overtime allowance	Chapter 3, Article 2: Overtime allowance 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

¹ Dutch Terms of Employment (Cross-Border Work) Act [*Wet arbeidsvoorwaarden grensoverschrijdende arbeid*, abbreviated to WAGA].

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 4, Article 1: Job title groups and salary groups	Integral
Chapter 4, Article 2: Vacation allowance	Section 1 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 € 120.54 per offshore day.

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

Average monthly salary = 15.4 days a month * € 120.54 = € 1,856.32

Average offshore allowance = 22.76% * € 1,837.99 = € 422.50

Monthly salary + offshore allowance	€ 2,278.82
Vacation allowance 8%	€ 182.31 (a month)
Vacation days accrued	1.17 days a month

Contact information:

- Werkgeversvereniging Offshore Catering
Ton Leegwater
p/a Middenweg 160
1782 BL Den Helder
Netherlands
Tel. 0223-660788

- FNV
Joosje de Lang
Postbus 9208
3506 GE UTRECHT
Netherlands
www.fnv.nl
Tel. 088-3681127

- Nautilus International
Marcel van Dam
Postbus 8575
3009 AN Rotterdam
Netherlands
<https://nautilusint.org/nl>
Tel. 010-2862982