

SPECIAL COLLECTIVE AGREEMENT
BETWEEN
CADELER A/S
AND
THE DANISH ENGINEERS' ASSOCIATION, METAL MARITIME
& THE DANISH UNION OF ELECTRICIANS
FOR OFFICERS EMPLOYED ON DIS VESSELS

ENGLISH & DANISH VERSIONS
PAYSCALES INCL.

VALID: 29. NOVEMBER, 2021 – 1. APRIL, 2023

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The main collective officers' agreements between the Danish Engineers' Association, Metal Maritime, the Danish Union of Electricians respectively and Danish Shipping (DRO I) shall apply with the following amendments and additions.

This is a translation. Only the Danish version has legal validity.

1.

Should the texts of the respective main collective agreements differ; it has been agreed that the main collective agreement for navigators between Metal Maritime and Danish Shipping will apply.

2.

This special collective agreement (the Agreement) covers engineers, navigators, electricians and catering officers as well as other positions, which the parties agree are to be regarded as officers. Such positions will appear from the salary appendix to this Agreement.

3.

As an addition to § 1, 3 of the main collective agreement, a notice period of 2 months for key employees terminating their employment has been agreed. This should appear from the contract of the individual employees.

4.

Salary, allowance and pension rates for the individual positions covered by this Agreement appear from the salary appendix to the Agreement.

5.

The normal daily working hours shall be 12 hours, which is covered by the rates of pay listed in the salary appendix. Daily working hours more than 12 hours may only occur very rarely and in exceptional cases and must be registered separately. No separate compensation will be paid for this.

The 12 daily working hours are normally followed by 12 hours of rest. In special cases e.g., decommissioning periods, the working hours may be split into two periods within 24 hours and one of these periods must be at least 7 hours.

The rest period between two work periods must be at least 3 hours.

6.

Standard tours of duty are typically 28 days followed by 28 days home leave in a 1:1 rotation scheme.

In special documented circumstances, Cadeler (the Company) may notify officers of amended tour lengths. Notice of such changes is to be given no later than on the last day of duty on the previous tour of duty i.e., the employee is to have at least 28 days' notice until the extended tour of duty begins. This includes the entire crew.

After one such extended tour of duty, the employee is entitled to home leave equivalent to the extended tour in order to preserve the 1:1 rotation scheme. A maximum tour of 40 days can be notified.

If the agreed/notified tour is extended by 2 days, the seafarer accrues one extra home leave day for each 2-day extension of the agreed tour. In such cases, extra work does not set-off extended home leave.

Planned extensions of normal/notified tours of duty must not occur.

7.

The officer is obliged to participate in officers' meetings with the Company during home leave periods. The first 4 such days per calendar year are to be registered as neutral days. Days in excess of 4 days are to be registered as duty days with home leave accrument.

The Company bears all costs in connection with such officers' meetings.

8.

Home leave will be earned at the rate of 1 day for every 1 day of continuous service including change of turn days. Travel days, excluding change of turn days, are considered neutral days, where the seafarer does not spend leave days nor does he/she accrue leave days.

The seafarer continuously accrues 24,6 home leave days (0,82 home leave days per day) for every 30 days of duty. This corresponds to a total amount of home leave days including all legal holidays of 182,5 days for 182,5 days of duty. For all practical purposes, 1 home leave day/holiday counts as 1 duty day.

The Company is obliged to provide swift and direct travel, with the least possible amount of waiting time between home/vessel and vessel/home.

Seafarers do not accrue or spend home leave days during sickness.

9.

As an amendment to § 10 of the main agreement regarding "Compliance with policies" the following addition applies: "The officer is obliged to be acquainted with and to comply with Company assigned policies e.g., confidentiality, alcohol and drugs, IT, health and safety etc."

10.

According to § 15 of the main agreement, a spokesperson may be elected for each officers' category included in this Agreement. Remuneration covering expenses for the spokespersons in connection with their handling of relevant tasks may be agreed.

11.

The parties agree that this special agreement only covers Wind Farm Construction Vessels. Should the Company acquire or operate other types of vessels, the parties agree to enter negotiations regarding a special agreement for such vessels.

This Agreement is valid from November 29th, 2021 and may be terminated with 3 months' written notice by one of the parties to expire at the same time as the DIS main agreement for navigators between Danish Shipping and Metal Maritime.

SÆROVERENSKOMST
MELLEM
CADELER A/S
OG
MASKINMESTRENE FORENING, METAL MARITIME & DANSK EL-FORBUND
FOR OFFICERER ANSAT I DIS-SKIBE.

Officers hovedoverenskomsterne mellem helholdsvis Maskinmestrenes Forening, Metal Maritime, Dansk El-Forbund og Danske Rederier (DRO I) er gældende med følgende ændringer og tilføjelser:

1.

Det er aftalt, at hvor hovedoverenskomsterne måtte have forskellig tekst er det hovedoverenskomsten for navigatører mellem Metal Maritime og Danske Rederier, som anvendes.

2.

Særoverenskomsten omfatter maskinmestre, navigatører, elektrikere og catering officerer, samt de stillingsgrupper, som parterne er enige om skal betragtes som officerer. Disse vil fremgå af hyrebilaget til denne særoverenskomst.

3.

Som tilføjelse til hovedoverenskomstens § 1 stk. 3. er det aftalt at der for enkelte medarbejdere i nøglefunktioner er et medarbejder opsigelsesvarsel på 2 måneder i stedet for 1 måned. Dette skal fremgå af den enkeltes kontrakt.

4.

Hyre, tillæg og pension for de enkelte stillinger, omfattet af denne særoverenskomst, fremgår af denne særoverenskomsts hyrebilag.

5.

Arbejdstiden er aftalt til normalt at være 12 timer dagligt, hvilket er indregnet i de i hyrebilaget anførte lønninger.

Arbejdstid over 12 timer kan kun sjældent og undtagelsesvis forekomme og skal registreres særskilt. Der ydes ikke særskilt betaling herfor.

Arbejdstiden er normalt 12 time efterfulgt af 12 timers hvile. I særlige tilfælde/oplægningsperioden kan arbejdstiden opdeles i 2 perioder indenfor 24 timer og den ene periode skal have en varighed på mindst 7 timer.

Der skal imellem 2 arbejdsperioder være en hvile på mindst 3 timer.

6.

Der er aftalt en normal trn, som hedder 28 dage ude og 28 dage hjemme i en 1:1 ordning.

Cadeler kan varsle ændrede ude trn pga. særlige dokumenterede forhold m.m. dette skal varsles senest ved hjemrejse fra sidste normale udetrn, således at den ansatte har 28 dages varsel til den forlængede udeperiode. Dette skal omfatte hele besætningen.

Efter en forlænget varslet udeperiode, skal de ansatte have en hjemmeperiode svarende til udeperioden, således at forholdet mellem 1 dags arbejde udlser 1 dags frihed holdes.

Der kan maksimalt varsles udeperiode på 40 dage.

Ved overskridelse af aftalte/varslede udeperiode med 2 dgn optjener den søfarende et fridgn ekstra pr. 2 dages overskridelse af aftalt trn. I sådanne tilfælde udlser ekstra arbejde ikke forlænget hjemmeperiode.

Der må ikke planlægges med overskridelse af normal/varslet ude trner.

7.

Officeren kan pålægges at deltage i officersmder med rederiet i sin hjemmeperiode.

De første 4 sådanne dage pr. kalender år er nul dage. Dage derudover betragtes som tjenstedage med optjening.

Rederiet afholder alle udgifter i forbindelse med sådanne officers mder.

8.

For hver tjenstedag om bord, inkl. skiftedage, optjenes 1 dags frihed. Rejsedage, bortset fra skiftedagen, betragtes som 0 dage, hvor de søfarende ikke bruger eller optjener frihed.

Den søfarende optjener 24,6 løbende fridgn (0,82 fridgn pr dag) pr. 30 dgns tjeneste, svarende til en samlet frihed inkl. lovmæssig ferie på 182,5 dage efter 182,5 dages tjeneste. I praksis regnes således 1 ferie/fridag pr. tjenstedag.

Rederiet er forpligtet til at sørge for hurtig og direkte rejse, med mindst mulig ventetid, mellem hjem/skib og skib/hjem.

Under eventuel sygdom optjenes og forbruges ikke fridgn.

9.

Som tillæg til hovedoverenskomstens § 10 "Efterlevelse af politikker" er tilføjet:

"Officeren er forpligtet til at gøre sig bekendt med og efterleve de af rederiet for ansættelsen og tjenesten fastsatte politikker, herunder politikker vedrørende fortrolighed, alkohol- og rusmidler, IT, sikkerhed og miljø etc."

10.

Der kan vælges en talsmand j.f. hovedoverenskomstens § 15 for hver officerskategori omfattet af denne særoverenskomst. Der kan aftales et vederlag til talsmændene til dækning af udgifter i forbindelse med varetagelsen af talsmandsarbejdet.

11.

Parterne er enige om, at denne særoverenskomst alene omfatter Wind Farm Construction Vessels.

Hvis Cadeler skulle erhverve eller drive andre typer af fartøjer er parterne enige om at optage forhandlinger om en særoverenskomst for disse.

Denne overenskomst er gældende fra og med den 29. november 2021 og kan opsiges med tre måneders varsel fra hver af parterne til udløb samtidigt med DIS-hovedoverenskomsten for navigatører mellem Danmarks Rederiforening og Metal Maritime.

DK-Kroner Payscale CADELER 2021-2022 OFFICERS

TO THE SALARIES IN THE Payscale CAN THERE BE ADDED PERSONAL ALLOWANCE

Senior Chief Officer/Senior Second Engineer							
Seniority	under 2 years	2 years	4 years	6 years	8 years	10 years	12 years
1. Nov. 2021	39.000	39.300	39.600	39.900	40.200	40.500	40.800
1. April 2022	39.801	40.108	40.415	40.721	41.027	41.333	41.639

Pension	Owner	Employee
	5.544	1.848

Chief Officer/Second Engineer/Chief Electrician							
Seniority	under 2 years	2 years	4 years	6 years	8 years	10 years	12 years
1. Nov. 2021	36.000	36.300	36.600	36.900	37.200	37.500	37.800
1. April 2022	36.753	37.060	37.367	37.673	37.979	38.285	38.591

Pension	Owner	Employee
	5.544	1.848

Second Officer/Third Engineer/Electro Technical Officer							
Seniority	under 2 years	2 years	4 years	6 years	8 years	10 years	12 years
1. Nov. 2021	33.000	33.300	33.600	33.900	34.200	34.500	34.800
1. April 2022	33.684	33.991	34.298	34.604	34.910	35.216	35.522

Pension	Owner	Employee
	4.790	1.597

Camp Boss								
Seniority	under 2 years	2 years	4 years	6 years	8 years	10 years	12 years	20 years
1. Nov. 2021	35.000	35.300	35.600	35.900	36.200	36.500	36.800	37.200
1. April 2022	35.712	36.019	36.326	36.632	36.938	37.244	37.550	37958

Pension	Owner	Employee
	5.544	1.848