

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

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 accrualment.

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.