

# SÆROVERENSKOMST

MELLEM

## CADELER A/S

OG

## METAL MARITIME & DANSK EL-FORBUND

og MASKINMESTRENES FORENING,  
FOR OFFICERER ANSAT I DIS-SKIBE.

Offshore vind overenskomst af 1. april 2023 (2. udgave) mellem Metal Maritime, Dansk El-Forbund, Maskinmestrenes Forening, og Danske Rederier Arbejdsgiver (DRO A) er gældende med følgende ændringer og tilføjelser:

1.

Det er aftalt, at hvor overenskomsterne måtte have forskellig tekst er det Offshore vind overenskomst af 1. april 2023 (2. udgave) for officerer mellem Metal Maritime, Dansk El-Forbund, Maskinmestrenes Forening, og Danske Rederier Arbejdsgiver (DRO A), som anvendes.

2.

Denne særoverenskomst 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 Offshore vind overenskomst af 1. april 2023 (2. udgave)'s § 1 stk. 3. er det aftalt at der for enkelte medarbejdere i nøglefunktioner er et medarbejderopsigelsesvarsel 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.

#### Pension

Officerens hidtidige bidrag til pensionsordningen på 4% halveres til 2% fra 1. juli 2023 samtidig med at rederiets bidrag øges tilsvarende fra 12% til 14%. For de medarbejdere som ikke er omfattet af pensionsordningen udbetales, som hyre, et tillæg svarende til ændringen i pensionsbidragssatserne pr. 1. juli 2023.

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 tørn, som hedder 28 dage ude og 28 dage hjemme i en 1:1 ordning.

Cadeler kan varsle ændrede ude tørn pga. særlige dokumenterede forhold m.m. dette skal varsles senest ved hjemrejse fra sidste normale udetørn, så 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 udløser 1 dags frihed holdes. Der kan maksimalt varsles udeperiode på 40 dage.

Ved overskridelse af aftalte/varslede udeperiode med 2 døgn optjener den søfarende et fridøgn ekstra pr. 2 dages overskridelse af aftalt tørn. I sådanne tilfælde udløser ekstra arbejde ikke forlænget hjemmeperiode.

Der må ikke planlægges med overskridelse af normal/varslet ude tørn.

7.

Officeren kan pålægges at deltage i officersmøder med rederiet i sin hjemmeperiode.

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

Rederiet afholder alle udgifter i forbindelse med sådanne officers møder.

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 fridøgn (0,82 fridøgn pr dag) pr. 30 døgn 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 fridøgn.

Der er til overenskomsten udarbejdet et forståelsesprotokollat vedr. håndteringen af nul-dage i forbindelse med sygdom og rejse til og fra skibene, se vedhæftede bilag.

9.

Som tillæg til Offshore vind overenskomst af 1. april 2023 (2. udgave)'s § 10 "Efterlevelse af politikker" er tilføjet:

Stk. 3 Det er parternes fælles målsætning, at ingen søfarende under eller som følge af sin tjeneste om bord forulempes eller udsættes for nogen form for chikane eller krænkende adfærd. Alle parter bærer et ansvar for og skal medvirke til at sikre, at deres skib er fri for chikane og forulempelser. Manglende aktiv medvirken hertil vil ligesom udøvet chikane kunne sanktioneres ansættelsesretligt.

10.

Der kan vælges en talsperson j.f. Offshore vind overenskomst af 1. april 2023 (2. udgave) § 15 for hver officerskategori omfattet af denne særoverenskomst.

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 1. april 2023 og kan opsiges med tre måneders varsel fra hver af parterne til udløb samtidigt med Offshore vind overenskomst af 1. april 2023 (2. udgave) for officerer mellem Danske Rederier Arbejdsgiver og Metal Maritime/ Dansk El-Forbund og.

København den 7. juli 2023

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**For Cadeler A/S**

Under forbehold for Danske Rederiers godkendelse

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**For Metal Maritime**

Under forbehold for kompetent forsamling godkendelse

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**For Maskinmestrenes Forening**

Under forbehold for kompetent forsamling godkendelse

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**For Dansk El-Forbund**

Under forbehold for kompetent forsamling godkendelse

# SPECIAL AGREEMENT

BETWEEN

CADELER A/S

AND

METAL MARITIME & DANSK EL-FORBUND and THE MARINE ENGINEERS'  
ASSOCIATION,

FOR **OFFICERS** EMPLOYED IN DIS SHIPS.

The offshore wind agreement of 1 April 2023 (2nd edition) between Metal Maritime, Dansk El-Forbund, Maskinmestrenes Forening, and Danske Rederier Arbejdsgiver (DRO A) applies with the following amendments and additions:

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

1.

It has been agreed that where the collective agreements may have different texts, the Off-shore Wind Agreement of 1 April 2023 (2nd edition) for officers between Metal Maritime, Dansk El-Forbund, Maskinmestrenes Forening, and Danske Rederier Arbejdsgiver (DRO A) is used.

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.

## Pension

The officer's previous contribution to the pension scheme of 4% will be halved to 2% from 1 July 2023, while the company's contribution will be increased accordingly from 12% to 14%. For those employees who are not covered by the pension scheme, a supplement corresponding to the change in pension contribution rates as of 1 July 2023 will be paid.

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., de-commissioning 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 accrual.

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.

A memorandum of understanding has been drawn up for the agreement concerning the handling of zero-days in connection with illness and travel to and from the ships, see attached appendix.

9.

As an amendment to § 10 of The offshore wind agreement of 1 April 2023 (2nd edition) regarding "Compliance with policies" the following addition applies:

(3) It is the common objective of the Parties that no seafarer during or because of her/his service on board is molested or subjected to any form of harassment or abusive behavior. All parties bear responsibility for and must contribute to ensuring that their ship is free from harassment and molestations. Failure to actively cooperate in this, as well as harassment, may be sanctioned under employment law.

10.

According to § 15 of The offshore wind agreement of 1 April 2023 (2nd edition), a spokesperson may be elected for each officers' category included in this Agreement.

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 1 April 2023 and can be terminated with three months' notice from either party to expire at the same time as the Offshore Wind Agreement of 1 April 2023 (2nd edition) for officers between Danish Shipping Employer and Metal Maritime/Dansk El-Forbund and Maskinmestrenes Forening.

København den 7. Juli 2023

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**For Cadeler A/S**

Subject to Danske Rederier's approval

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**For Metal Maritime**

Subject to competent assembly approval

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**For Maskinmestrenes Forening**

Subject to competent assembly approval

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**For Dansk El-Forbund**

Subject to competent assembly approval

# CADELER Wage scales for officers

<b>Senior Chief Officer / Senior Second Engineer</b>							
Seniority	u/2 years	2 years	4 years	6 years	8 years	10 years	12 years
1 april 2023	41.194	41.512	41.830	42.146	42.463	42.780	43.096
1 april 2024	42.627	42.956	43.284	43.612	43.940	44.268	44.595
Pension contribution Allowance*	924	924	924	924	924	924	924

\*For employees who are not covered by the pension scheme, a supplement called Pension Contribution Allowance (PCA) will be paid from 1. july 2023.

<b>Chief Officer / Second Engineer / Chief Electrician</b>							
Seniority	u/2 years	2 years	4 years	6 years	8 years	10 years	12 years
1 april 2023	38.039	38.357	38.675	38.992	39.308	39.625	39.942
1 april 2024	39.362	39.691	40.020	40.348	40.676	41.003	41.331
Pension contribution Allowance*	924	924	924	924	924	924	924

\*For employees who are not covered by the pension scheme, a supplement called Pension Contribution Allowance (PCA) will be paid from 1. july 2023.

<b>Second officer / Third Engineer / Electro Technical Officer</b>							
Seniority	u/2 years	2 years	4 years	6 years	8 years	10 years	12 years
1 april 2023	34.863	35.181	35.498	35.815	36.132	36.449	36.765
1 april 2024**	36.076	36.404	36.733	37.061	37.389	37.716	38.044
Pension contribution Allowance*	799	799	799	799	799	799	799

\*For employees who are not covered by the pension scheme, a supplement called Pension Contribution Allowance (PCA) will be paid from 1. july 2023.

\*\* Provided that a salary and pension increase similar to those agreed for senior officers can be agreed in 2024.

<b>Camp boss</b>								
Seniority	u/2 years	2 years	4 years	6 years	8 years	10 years	12 years	20 years
1 april 2023	36.962	37.280	37.597	37.914	38.231	38.548	38.864	39.287
1 april 2024	38.248	38.576	38.905	39.233	39.561	39.888	40.216	40.653
Pension contribution Allowance*	924	924	924	924	924	924	924	924

\*For employees who are not covered by the pension scheme, a supplement called Pension Contribution Allowance (PCA) will be paid from 1. july 2023.

Pension	Owner	Officer
01-04-2023	5.738	1.913
01-07-2023	6.694	956
01-04-2024	6.927	990

# Protokollat

## Memorandum of understanding

### Cadeler A/S - Metal Maritime

## Clarification of the use of Zero-days

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Med henvisning til Forhandlingsprotokollatets pkt. 5 skal der ske en tydeliggørelse af begrebet nul-dage og hvordan de anvendes i fridagsregnskabet.

Rederiet CADELER og Metal Maritime har aftalt følgende:

With reference to the Forhandlingsprotokollat (Negotiating Protocol's) section 5, the concept of zero days and how they are used in the holiday accounts must be clarified. The shipping company CADELER and Metal Maritime have agreed as follows:

#### **Definition af en rejsedag**

En rejsedag = 0-dag (ingen optjening/ingen afvikling)

En rejsedag gives når man er på vej til arbejde/kursus men er nødsaget til at rejse dagen før for at nå frem i tiden.

En rejsedag gives når man er på vej hjem fra arbejde/kursus men er nødsaget til at rejse dagen efter, grundet udbudet af fly, tog etc/eller hvis man ankommer efter kl. 00.00 og dermed dagen efter afmønstring.

#### **Definition of a travel day**

One travel day = 0-day (no accrual/no settlement) (no earn / no burn)

A travel day is given when you are on your way to work/course but have to travel the day before in order to arrive on time.

A travel day is given when you are on your way home from work/course but are forced to travel the following day, due to the availability of flights, trains etc./or if you arrive after 00.00 and thus the day after mustering.

#### **Definition af en 0-dag**

En 0-dag = ingen optjening/ingen afvikling

En 0-dag gives for eksempel i forbindelse med "Compassionate leave".

En 0-dag kan også gives, hvis en medarbejder har fået fri for at tage sin eksamen – således at medarbejderen har fået ekstra fri, stadig får normal hyre men hverken afvikler eller optjener dage i perioden.



En 0-dag anvendes også, hvis medarbejderen for eksempel sidder standby på et hotel, grundet det ikke er muligt at påmønstre skibet. Hvis medarbejderen sidder standby men hans/hendes turn er startet vil optjening påbegynde som vanligt – dog vil medarbejderen stadig stå med 0-dage og tilskrivning af fridøgn vil ske manuelt fra Crewing Payroll. Dette grundet, at medarbejderen ikke kan stå som værende onboard uden fysisk at være det.

### **Definition of a 0 day**

A 0 day = no accrual/no settlement (no earn / no burn)

A 0-day is given, for example, in connection with "Compassionate leave".

A 0-day can also be given if an employee has been given time off to take their exam - so that the employee has been given extra time off, still receives normal wages but neither uses nor earns days during the period.

A 0-day is also used if, for example, the employee is on standby at a hotel because it is not possible to embark the ship. If the employee is on standby but his/her turn has started, accrual will begin as usual - however, the employee will still have 0 days and attribution of days off will be done manually from Crewing Payroll. This is because the employee cannot pretend to be onboard without physically being so.

### **Minusdage**

Under specielle omstændigheder kan der indgås aftale mellem medarbejderen og Cadeler A/S om, at medarbejderen kan gå i minusdage. Ved aftale om minusdage vil medarbejderen stadigvæk få udbetalt sin normale hyre. Fremtidige ekstra optjente dage vil blive modregnet i minusdagene, indtil medarbejderen ikke længere har minusdage.

### **Minus days**

Under special circumstances, an agreement can be entered into between the employee and Cadeler A/S that the employee can take minus days. In the event of an agreement on minus days, the employee will still be paid his normal wage. Future extra accrued days will be offset against the minus days until the employee no longer has minus days.

Copenhagen 17<sup>th</sup> April 2023

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#### **For Cadeler A/S**

Under forbehold for Danske Rederiers  
godkendelse  
Subject to Danske Rederiers approval

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#### **For Metal Maritime**

Under forbehold for kompetent forsamlings  
godkendelse  
Subject to competent assembly approval