



Seafarers' Regulation for Crew Members Royal Netherlands Institute for Sea Research (Vaarregeling)

This Seafarers' Regulation applies exclusively to crew members employed by the Netherlands Scientific Research Institutes Foundation (NWO-I), unit Royal Netherlands Institute for Sea Research (NIOZ), working on board seagoing vessels of NWO-I, unit NIOZ¹.

Article 1 - sailing days, leave days and other days

1. Annually, the crew member has:

- 183 sailing days
- 182 leave days (in a leap year: 183 leave days)

In case the employment contract starts or ends during the calendar year, these days are allocated on a pro-rata basis.

2. Sailing days are the days on which the crew member is working as a crew member on board, also when the ship is in port.
3. A day of alternative work performed by the crew member at the request of NIOZ is deemed a sailing day, whereby the crew member shall report the hours to the relevant Captain no later than by the end of the month.
4. The leave days referred to in the first paragraph include the statutory leave days referred to in Article 7:717 paragraph 1 of the Dutch Civil Code.
5. Non-statutory leave days are not accrued during leave as referred to in articles 5.7 to 5.17 of Collective Labour Agreement Onderzoekinstellingen (CLA) 2023-2024, with the exception that sufficient leave balance remains and will be made available by NIOZ to rejoin the crew schedule after a period of such leave.
6. Statutory leave days expire three years after the last day of the calendar year during which the entitlement to these leave days were acquired and non-statutory leave days expire five years after the last day of the calendar year during which the entitlement to these leave days were acquired.

Article 2 - crew schedule

1. Crew members sail according to a crew schedule set on an annual basis.
 - a. On board the RV Pelagia, a sailing/leave schedule applies that takes as a starting point six weeks on board (on), followed by six weeks off board/leave (off). The sailing period can vary by +/- one week. Only in exceptional cases can the sailing period deviate by up to +/- two weeks. It is taken into account that the established schedule can deviate by +/- two days.

¹ The RV Pelagia is expected to be replaced by the RV Anna Weber-van Bosse by the end of 2025. Where this Seafarers' Regulation refers to RV Pelagia, therefore, RV Anna Weber-van Bosse should be read.



- b. On board the RV Wim Wolff, the work is carried out throughout the year, with more sailing in the summer months than in the winter months, and with special attention to a good balance between sailing and leave.

The crew schedule of the RV Wim Wolff, in any event, involves

- i. a maximum of eight weekends of sailing per year and
- ii. a maximum of three consecutive weeks of sailing.

In the exceptional case where more weekends are sailed or a longer consecutive period is sailed, this can only be the case with the consent of the crew members concerned.

2. The crew schedule is set as follows:
 - a. the crew schedule of the RV Pelagia is determined by NIOZ, head of NMF department, with the head of NMF department having first inquired among all crew members;
 - b. the crew schedule of the RV Wim Wolff is determined by NIOZ, head of NMF department, after input from the Captain about a draft schedule, with the captain having first inquired among all crew members for his input.
3. The crew schedule of the RV Pelagia is determined by NIOZ, head of NMF department, no later than December of the previous year and of the RV Wim Wolff no later than January of that year for the whole year. The crew schedule is published on MFP.
4. Interim changes to the crew schedule are determined by NIOZ, head of NMF department, after input from the Captain and relevant crew members. Once adopted, interim changes are communicated by NIOZ, head of NMF department, to the relevant crew members.

Article 3 - **working hours**

1. The crew member works an average of 10 hours per day during sailing days.
2. Notwithstanding paragraph 1, the crew member shall work an average of 12 hours per day during a day when the ship has been hired for a 24-hour shift.

Article 4 - **salary**

1. A crew member is entitled to the following fixed sailing allowance in light of the irregularity of the work, in addition to the salary:
 - a. aboard the RV Pelagia 30%;
 - b. aboard the RV Wim Wolff 24%.
2. A crew member employed on board the RV Pelagia is entitled to an additional fixed sailing allowance of 2.3% with effect from 1 January 2024 with respect to the 24-hour hire of the vessel during part of the year. The level of this surcharge and the extent of the 24-hour hire of the vessel in the previous year will be evaluated by the management of NIOZ and the Working Group on the Seafarers' Regulation at the beginning of 2025.



3. The salary including the aforementioned sailing allowances is an all-in salary as referred to in Article 7:709(2) of the Dutch Civil Code. This means that overtime and the irregularity of working hours are included and do not qualify for additional compensation.
4. If travel or training takes place during leave, the crew member will receive additional compensation no later than February of the following calendar year, provided *that the number of sailing days of 183 has been achieved*, namely:
 - **per travel day** (a day on which a crew member travels to or from the vessel without embarking/disembarking that day): the same amount as a sailing day
 - **per training day** (a day on which the crew member attends a training that is mandatory for their own job): the same amount as a sailing day

A crew member can indicate to NIOZ that, instead of payment of the additional allowance for travel and/or training days in the past year, they can choose to have the equivalent leave days credited to the leave balance.

Article 5 - **excess/fewer sailing days**

1. In the event that a crew member has reached more than 183 sailing days after the end of a calendar year, the crew member will receive their salary per sailing day, including sailing allowances, for the additional sailing days no later than the month of February of the following year. No leave day will be deducted for an extra sailing day.
2. Any unused annual leave in connection with additional sailing days as referred to in paragraph 1 will be enjoyed in consultation between NIOZ and the crew member. At the request of a crew member, NIOZ will consider whether the crew member will not be scheduled to sail for one sailing period and instead take leave, provided the crew member has accumulated sufficient leave days to do so.
3. If a crew member has completed fewer than 183 sailing days at the end of a calendar year, this will be at the expense of NIOZ, unless the circumstance that fewer sailing days were completed should reasonably be at the crew member's expense. In the latter case, this will be set off against salary to be received.

Article 6 - **incapacity for work**

1. During a period of incapacity for work, the accrual and enjoying of leave, respectively, shall continue as if the crew member would have worked according to the sailing and leave schedule of Article 2.
2. Notwithstanding paragraph 1, with respect to enjoying leave during an incapacity for work that lasts more than two weeks, the entitlement to the statutory leave days as referred to in Article 7:717 paragraph 1 of the Dutch Civil Code shall be retained (pro rata). This means that the crew member can enjoy these leave days at a later date, when the crew member is no longer incapacitated for work.

Legal proviso:

In the event of an inconsistency with the official, written Dutch text of the Seafarers Regulation, the written Dutch text prevails, unless explicitly stated otherwise.