

**No. 4973**

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**BELGIUM, FEDERAL REPUBLIC OF GERMANY,  
FRANCE, NETHERLANDS and SWITZERLAND**

**Agreement concerning the conditions of employment of  
Rhine boatmen, as amended. Signed at Geneva, on  
21 May 1954**

*Official text: French.*

*Registered by the International Labour Organisation on 4 December 1959.*

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**BELGIQUE, RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE,  
FRANCE, PAYS-BAS et SUISSE**

**Accord concernant les conditions de travail des bateliers  
rhénans, tel qu'amendé. Signé à Genève, le 21 mai 1954**

*Texte officiel français.*

*Enregistré par l'Organisation internationale du Travail le 4 décembre 1959.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 4973. AGREEMENT<sup>3</sup> CONCERNING THE CONDITIONS OF EMPLOYMENT OF RHINE BOATMEN, AS AMENDED. SIGNED AT GENEVA, ON 21 MAY 1954

The Federal Republic of Germany, the Kingdom of Belgium, the French Republic, the Kingdom of the Netherlands and the Swiss Confederation, Having resolved to conclude an Agreement concerning the Conditions of Employment of Rhine Boatmen, and having for that purpose appointed plenipotentiaries whose full powers have been found in good and due form, Have agreed on the following :

## PART I. SCOPE OF THE AGREEMENT

*Article 1*

1. This Agreement shall apply on board all vessels employed in the transport of cargo for the purpose of trade authorised for Rhine navigation by virtue of the provisions of Article 22 of the revised Convention on Rhine Navigation signed at Mannheim on 17 October 1868,<sup>4</sup> together with the subsequent modifications to that Convention.

2. This Agreement shall not apply on board—

- (a) vessels employed exclusively or almost exclusively in ports and harbours;
- (b) vessels of less than 15 tons dead weight, excluding tugs;
- (c) sailing vessels;
- (d) passenger vessels carrying not more than 5 tons of cargo;
- (e) sea-going vessels;
- (f) fishing vessels;
- (g) vessels coming under paragraph 1 of Article 1 which are employed in traffic entirely unconnected with Rhine navigation.

<sup>1</sup> Translation by the International Labour Office.

<sup>2</sup> Traduction du Bureau international du Travail.

<sup>3</sup> Came into force on 1 December 1959, the first day of the third month following that in which the last instrument of ratification was deposited with the Director-General of the International Labour Office by all the contracting parties bordering on the Rhine and by Belgium, in accordance with the provisions of article 30.

The following is a list of the Contracting States, with the dates of the deposit of the instruments of ratification :

Netherlands .....	4 April	1955
Switzerland .....	8 August	1955
France .....	22 July	1957
Federal Republic of Germany .....	22 August	1957
Belgium .....	18 September	1959

<sup>4</sup> De Martens, *Nouveau Recueil général de Traités*, tome XX, p. 355.

### Article 2

1. Subject to the exceptions hereinafter provided, this Agreement shall apply to every person who is a member of the crew, and to the skipper when he is employed for wages, of a vessel on board which the Agreement applies.
2. Such persons are hereinafter referred to as “ Rhine boatmen ”.

### Article 3

1. Parts IV, V, VIII and IX of this Agreement shall not apply to Rhine boatmen who are—
  - (a) owners mentioned in the *certificat de visite* of the vessels on board which they work;
  - (b) relatives of the owner of the vessel on board which they work, that is, the spouse, children, grandchildren, father, mother, grandparents, together with their spouses and relatives by marriage in the same degree as those specified above, provided that they do not work for wages.
2. For the purposes of this Article, the term “ owner ” shall mean any Rhine boatman who owns not less than one quarter of a vessel or who owns any part of a vessel by inheritance.

### Article 4

1. Parts V, VII, VIII and IX of this Agreement shall not apply on board vessels which, during the greater part of the journey, navigate waterways other than the Rhine and which use the Rhine only at the beginning or at the end of their journey.
2. In so far as the collective agreements concerning the Rhine boatmen on board the vessels referred to in paragraph 1 of this Article contain exceptions not provided in Article 8 of this Agreement, these exceptions shall apply.

### Article 5

Nothing in this Agreement shall be deemed to prejudice any provision by law, custom or agreement between employers and workers which ensures to the workers on board vessels registered in one of the contracting countries conditions more favourable than those provided in this Agreement.

## PART II. MANNING

*Article 6*

The crews of vessels on board which the provisions of this Agreement apply shall be sufficient for the purposes of —

- (a) ensuring safety of navigation; and
- (b) giving effect to the provisions of this Agreement.

## PART III. NIGHT REST DURING NAVIGATION

*Article 7*

1. During navigation Rhine boatmen shall be entitled to a period of night rest of not less than—

- (a) 12 hours during the months of November, December, January and February;
- (b) 10 hours during the other months of the year.

2. The periods of night rest prescribed in the preceding paragraph shall fall between 6 p.m. and 8 a.m.

3. Provision may be made, either by a national collective agreement or by national laws and regulations, for the period of night rest prescribed in paragraph 1 above to be replaced by a daily rest period of the same duration, of which, however, not less than seven consecutive hours shall fall between 8 p.m. and 6 a.m.

*Article 8*

Notwithstanding the provisions of Article 7 of this Agreement, the period of night rest may be curtailed —

- (a) by a maximum of two hours when highly perishable goods are being carried;
- (b) in order to prevent the spoiling of goods but only when carried in a single-towed or self-propelled vessel;
- (c) by the time necessary to pass a lock or by a maximum of two hours when entering or arriving in Belgian and Zeeland tidal ports or when arriving in Dordrecht harbour from Belgium or Zeeland;
- (d) in case of accident or distress, flood, storm or sudden danger from ice;
- (e) on the day of arrival at the port of final destination, provided that the work of the men on board on that day is not carried on after 10 p.m.;
- (f) if it becomes apparent during the voyage that a connection with a sea-going vessel might otherwise be missed;

(g) when travelling above Coblenz, in case of unexpectedly and rapidly falling water level, and for no more than one night in order to avoid lighterage.

#### PART IV. HOURS OF WORK IN PORT AND AT LOADING AND UNLOADING PLACES

##### *Article 9*

1. When a vessel is in port or at any other loading or unloading place the hours of work of the Rhine boatmen on board shall be in accordance with local regulations.

2. However, their normal hours of work shall not exceed 48 in the week or eight in the day except as permitted under the said local regulations.

##### *Article 10*

1. When in the course of a single day a vessel travels and loads and or unloads, the total working time of the Rhine boatmen shall not, except in the case of time worked under the provisions of Article 13, exceed 12 hours.

2. When in the course of a single day a vessel travels and loads and/or unloads for more than eight hours in one or more ports, time worked at loading and unloading in excess of eight hours shall be considered as overtime, provided that the total working time on that day shall not exceed 12 hours.

3. Stops at one or more intermediate ports totalling less than four hours in the same day shall be considered as travelling time.

#### PART V. OVERTIME

##### *Article 11*

The time by which the night rest prescribed in Article 7, paragraph 1, is curtailed in accordance with the provisions of Article 8 shall be regarded as overtime for which the Rhine boatmen concerned shall be entitled to compensation in accordance with the provisions of Article 14, paragraph 1.

##### *Article 12*

Time worked beyond the limits indicated in Article 9, paragraphs 1 and 2, shall be regarded as overtime for which the Rhine boatmen concerned shall be entitled to compensation in accordance with the provisions of Article 14.

*Article 13*

When a vessel is in port or at any other loading or unloading place, time worked between 7 p.m. and 6 a.m. and time worked on Sundays and on the holidays provided for in Article 15 or in the collective agreements covering the Rhine boatmen concerned, shall be regarded as overtime for which the Rhine boatmen concerned shall be entitled to compensation in accordance with the provisions of Article 14.

*Article 14*

1. The rate or rates of compensation for overtime shall be those prescribed by national laws or regulations or determined by collective agreement.
2. Collective agreements may provide for compensation by equivalent time off duty, and off the vessel, in lieu of cash payment.

## PART VI. HOLIDAYS

*Article 15*

1. Except in the cases provided in subparagraphs (b), (d) and (f) of Article 8, no Rhine boatman shall be required to work on at least seven public holidays in the course of a year, these days to be determined by each contracting country from among the following eight days : New Year's Day, Easter Sunday, Easter Monday, the First of May, Whit Sunday, Whit Monday, Christmas Day and 26 December.

2. Time worked on these days shall be regarded as overtime for which the Rhine boatmen concerned shall be entitled to compensation in accordance with the provisions of Article 14.

3. Paragraph 1 of this Article shall not apply during the months of May to September inclusive to passenger vessels carrying not more than 100 tons of cargo and engaged in regular service.

## PART VII. WEEKLY REST

*Article 16*

1. Every Rhine boatman shall be entitled to an average of one day's rest for six days worked, to be granted within a period of not more than three months.

2. A day of rest shall be understood to be a period of rest of not less than 24 consecutive hours to be granted immediately after a period of night rest.

3. The weekly rest should as far as possible include 26 Sundays in the year.

#### *Article 17*

If the employment of a Rhine boatman is terminated, any rest days to which he is entitled shall be granted within the period of notice to terminate his employment.

### PART VIII. ANNUAL HOLIDAYS WITH PAY

#### *Article 18*

1. Rhine boatmen shall be entitled to an annual holiday with pay of at least one working day for each month of continuous service in the same undertaking up to 12 working days in the year. This holiday may be claimed only after six months' service.

2. When six or more days of an annual holiday are due, not less than six shall be given in one continuous period.

#### *Article 19*

Rhine boatmen who, before having completed six months' service, legally terminate their employment or are discharged through no serious fault of their own, shall be entitled to one working day's paid leave in respect of each complete month of service.

#### *Article 20*

The following shall not be deemed to be annual holidays with pay :

- (a) interruption of service due to sickness or injury;
- (b) periods of compulsory military service; and
- (c) the days spent in travelling to and from home if, at the request of the employer, the annual holiday is not taken in one continuous period.

#### *Article 21*

1. Every Rhine boatman taking an annual holiday shall receive his usual remuneration in respect of the full period of holiday.

2. The usual remuneration payable in virtue of the preceding paragraph shall be calculated in a manner which shall be prescribed by national laws or regulations or determined by collective agreements.

## PART IX. SPECIAL ALLOWANCES

*Article 22*

Rhine boatmen who remain on board for watch duty shall be entitled, in addition to the compensatory leave due to them in consequence, to a special allowance when the watch is performed on one of the holidays provided for in Article 15, or in the collective agreements covering the Rhine boatmen concerned.

*Article 23*

During the months of June to September, inclusive, Rhine boatmen attending steam engines shall be granted an adequate warm weather allowance.

## PART X. INTERPRETATION OF THE AGREEMENT

*Article 24*

1. Any dispute which arises between two or more contracting countries concerning the interpretation or application of this Agreement shall be settled by means of direct negotiations between the Governments concerned.

2. If the dispute cannot be so settled within a period of three months from the beginning of negotiations, it shall be submitted to a permanent arbitral body consisting of one member appointed by each of the contracting countries. The arbitral body shall be set up within three months from the date on which this Agreement comes into force, and it shall determine its own rules of procedure.

3. The decisions of the arbitral body shall be reached in accordance with the fundamental principles and in the spirit of this Agreement. Such decisions shall be binding.

## PART XI. APPLICATION OF THE AGREEMENT

*Article 25*

1. In each contracting country and on board all vessels to which this Agreement applies and which are the property of shipping companies or ship-owners with headquarters in the country in question, the Agreement shall be given effect by appropriate measures and particularly by means of collective agreements. Where the shipowner has no headquarters in the country in question his domicile shall be regarded as his headquarters for the purposes of this Article.

2. Each contracting country may supervise the application of this Agreement within its own territory and on board all vessels to which the Agreement applies without distinction of flag or nationality.



3. If a violation of the provisions of the Agreement is detected on the territory of a contracting country by the authorities of that territory, on board a vessel belonging to a shipping company or to a shipowner, whose head office is in another contracting country, the authorities who have noted the violation shall immediately inform the competent authorities of the other country, who shall take appropriate measures.

4. Each contracting country may make special arrangements with another contracting country in order to avail itself of the good offices of the authorities of the latter country for the detection or investigation of violations on board a vessel belonging to the former country which is in the territory of the latter country. These special arrangements may authorise the authorities in question to take action in one or several of the following cases :

- (a) when a complaint is submitted by the country to which the vessel belongs;
- (b) when a complaint is submitted by a Rhine boatman of the vessel in question or by a trade union;
- (c) when a complaint is submitted by an employer or by an organisation of employers.

5. The Government of a non-riparian contracting country on the territory of which is located the head office of a shipping company or a shipowner with a subsidiary office in one of the riparian contracting countries or in Belgium, may make arrangements with the Government of that country in order that the latter Government may act for it, partially or wholly, in the supervision of the application of this Agreement.

#### *Article 26*

Unless it is decided otherwise by collective agreement or by an individual contract of labour, any disputes which may arise between employers and Rhine boatmen, irrespective of the boatman's nationality, shall be settled as follows :

(a) (i) If the employer is a shipping company or a shipowner with headquarters in a country riparian to the Rhine or in Belgium the dispute shall be referred for settlement to the competent body in the contracting country in which the headquarters are situated;

(ii) If the employer is a shipping company or a shipowner with headquarters in one of the contracting countries other than a riparian country or Belgium, but with a subsidiary office in one of these countries, the dispute may properly be referred for settlement to the competent body in the contracting country in which the subsidiary office is situated.

(b) If the employer is a shipowner who operates his vessel himself and who has neither headquarters nor a subsidiary office in one of the contracting countries of which he is a national, the dispute shall be referred for settlement to the competent body of the contracting country in which the said owner is

domiciled, and if he has no domicile in one of the contracting countries such disputes shall be referred for settlement to the competent body of the contracting country of which he is a national.

## PART XII. TRIPARTITE COMMITTEE AND ANNUAL REPORTS

### *Article 27*

1. (i) A tripartite committee shall be appointed consisting for each of the contracting countries of two representatives of the Government, one representative of the employers concerned and one representative of the Rhine boatmen concerned. The International Labour Office shall participate in the meetings of the tripartite committee.

(ii) The non-Government representatives shall be appointed by the Governments in agreement with the industrial organisations which are most representative of the employers or Rhine boatmen covered by this Agreement.

2. Each contracting country shall prepare an annual report on the application of the Agreement within its territory and shall submit it for examination to the tripartite committee.

3. The tripartite committee shall prepare each year a report containing its observations on the reports of the Governments. The report of the tripartite committee shall be transmitted to each of the contracting Governments, to the International Labour Office and to the Central Commission for Rhine Navigation.

4. The Secretariat-General of the Central Commission for Rhine Navigation shall provide the secretariat of the tripartite committee.

5. The tripartite committee shall determine its own rules of procedure.

## PART XIII. FINAL PROVISIONS

### *Article 28*

This Agreement shall be open for signature on behalf of the countries represented on the Central Commission for Rhine Navigation and shall be subject to ratification.

### *Article 29*

Each instrument of ratification of this Agreement shall be deposited with the Director-General of the International Labour Office, who shall register it and who shall notify the countries mentioned in Article 28 of its reception.

*Article 30*

This Agreement shall come into force on the first day of the third month following that during which the last instrument of ratification shall have been deposited by the contracting countries riparian to the Rhine and by Belgium. In respect of every other country represented on the Central Commission for Rhine Navigation, the Agreement shall come into force on the first day of the third month following that during which the instrument of ratification shall have been deposited by that country.

*Article 31*

1. This Agreement is concluded for a period of three years. It shall be held to be extended thereafter from year to year by tacit agreement subject to the right of each contracting country to denounce it by notification addressed to the Director-General of the International Labour Office. Such denunciation shall take effect one year after its notification has been received.

2. If the Agreement is denounced by one of the contracting countries riparian to the Rhine or by Belgium it shall cease to apply to the other countries as from the date on which the denunciation takes effect.

*Article 32*

1. The French text of this Agreement shall be authentic. It shall be signed on behalf of the contracting countries and deposited in the archives of the International Labour Office.

2. As soon as this Agreement has come into force a certified copy thereof shall be communicated by the Director-General of the International Labour Office to the Secretary-General of the United Nations for registration in accordance with the provisions of Article 102 of the Charter of the United Nations.

3. The Director-General of the International Labour Office shall also communicate certified copies of this Agreement to each country riparian to the Rhine, to Belgium, to the other countries represented on the Central Commission for Rhine Navigation and to the said Commission.

4. Official translations in English, German and Dutch shall be prepared by the International Labour Office and communicated to the countries concerned.

*Article 33*

In accordance with Article 102 of the Charter of the United Nations, the Director-General of the International Labour Office shall communicate to the Secretary-General of the United Nations for registration any ratification or denunciation of which he shall have been notified.

DONE at Geneva this 21st day of May 1954 in two original copies in French.

IN WITNESS WHEREOF the undersigned, having deposited their respective credentials, have signed the present Agreement.

For Belgium :

LEROY

For France :

E. LAMBERT

For the Netherlands :

W. H. J. VAN ASCH VAN WIJCK

For the Federal Republic of Germany :

G. FEINE

H. STEPHANY

For Switzerland :

KAUFMANN

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