



WENB



Overheid



PUBLIEKE DIENSTEN

Collective Labour Agreement for Energy Grid Operators 2023

(in dutch: cao NWb 2023)

In case of any dispute or disagreement about either the interpretation or implementation of the terms and conditions, stated in the CLA, the original document in Dutch will always prevail.

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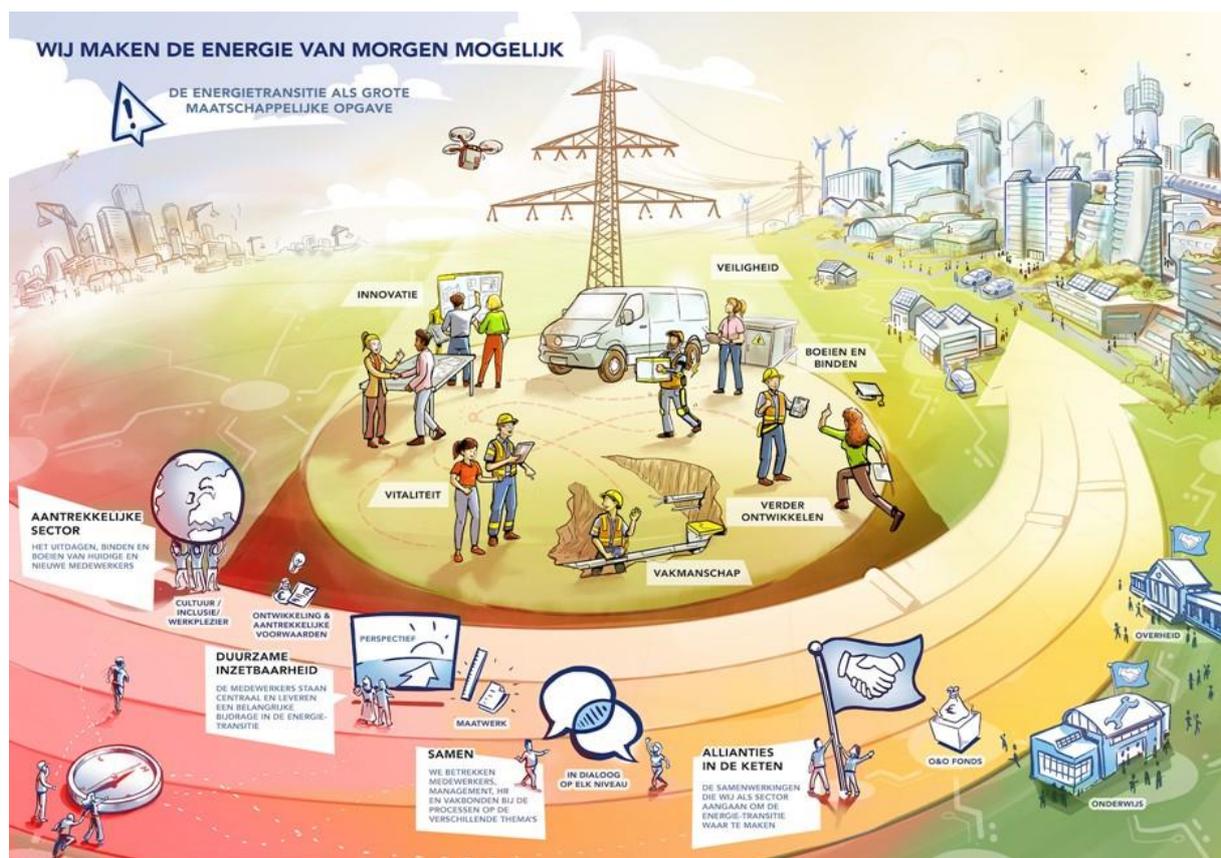
FOREWORD

This is your collective labour agreement for Energy Grid Operators (NWb CLA), which covers the period from 1 January 2023 to 1 January 2024.

Energy grid operators facilitate the energy of tomorrow. This will require the energy grid operators sector to be, and remain, an attractive sector for employees, even in the current scarce job market. Employers and unions are working together to achieve this. To enhance this cooperation, CLA parties have defined their joint vision prior to the negotiations for the new NWb collective labour agreement.

Joint vision of employers and unions

To be an attractive sector where people want to work and have the drive to contribute to bringing about the energy transition. The sector would like those working at energy grid operators to describe their experiences as follows: doing work that is relevant to society, having many personal development opportunities and contributing to the energy transition in a safe, energetic and skilled manner. There are four themes underlying this vision of employers and unions: attractive sector, sustainable employability, together and alliances in the chain.



The energy transition is a major social task that will require extensive work by the energy grid operators over the coming years. This is only possible with professionals who are dedicated to this transition on a daily basis. This requires a quality collective labour agreement for the sector that reflects appreciation for the work that is being done. For this reason, in anticipation of the new CLA that will be effective as of 1 January 2023, it was also agreed that the employees who were in service on 1 October 2022 will receive a one-time payment of €1,250 gross based on full-time employment.

The undersigned

Employers' association WENB, with its registered office in Arnhem,
as the party on the one side

FNV Overheid, with its registered office in Utrecht
CNV Publieke Diensten, part of CNV Connectief, with its registered office in Utrecht
or any legal successors
each as the other party

DECLARE

To have entered into this energy grid operators' collective labour agreement (NWb CLA),
effective 1 January 2023 to 1 January 2024.

Agreed in Arnhem on 25 August 2022.

Employers' association WENB

FNV Overheid

.....
P.P. Feld
H.J.H. Feringa
J. Gökemeijer
M. Leijenaar

.....
J. Ton

CNV Publieke Diensten, part of
CNV Connectief

.....
A. Reijgersberg

DEFINITIONS

Occupational accident

An accident that occurs during the working process. The accident must not have been caused by intentional or reckless acts of the employee.

Calculation basis

The income (not limited to the statutory maximum daily wage) on which the UWV determines the amount of statutory unemployment benefit.

CLA and other parties

Employees' associations FNV Overheid and CNV Publieke Diensten and employers' association WENB for the sectors energy, resources, energy and environment (GEO), cable and telecommunications, and consultancy.

Pay

Your wages are calculated using the daily wage definition of the UWV. To do this, the salary on which social security contributions have been paid, is divided by 261 daily wage days per year. Both the salary on which social security contributions have been paid and the daily wage are subject to a maximum.

Public holidays

- New Year's Day;
- Easter Sunday and Easter Monday;
- Ascension Day;
- Pentecost Sunday and Whit Monday;
- Christmas Day and Boxing Day;
- the day on which the head of state's birthday is celebrated;
- 5 May (National Liberation Day - once every 5 years). The next Liberation Day national holiday will be on 5 May 2025.

Actual annual salary

The full-time or part-time salary that you would actually receive/have actually received in a calendar year.

When entering/leaving employment during a calendar month, this is the salary in proportion to the total number of days in that month plus the salary for the months in which you are or have been fully employed.

Merger

A merger as referred to in the Merger Code 2015 of the Social and Economic Council (SER).

Standard working hours

The 8 hours normally worked in a standard working day, unless more hours per day apply by virtue of a schedule or individual schedule.

Overtime

The hours that you worked at the express request of your employer for at least half an hour longer than you would normally have worked that day or shift (according to the schedule).

Partner

The person with whom the employee permanently cohabits in a joint household at the residential address known to employer.

Pension

Collective term for the ABP old-age and surviving dependants' pension (OAP/SDP) and the AAOP (occupational disability payments as part of the ABP pension scheme).

Shift work

An arrangement of working hours according to a schedule established at company level, in which employees take turns performing the same job.

Reorganisation

Reorganisation pursuant Article 25, paragraph 1 under c, d, e and f of the Works Councils Act.

Salary

The full-time or part-time salary according to the salary scale per month or year plus (if applicable):

- a. any fixed personal allowance(s)
- b. 8% holiday allowance;
- c. the monetary allowance for on-call and breakdown shifts, averaged per month over the previous 12-month period;
- d. shift work allowance.

Salary per hour (Article 4.6: Employee Benefits Budget and purchasing leave)

- 0.6% of your salary according to salary scale including, if applicable, fixed personal allowance(s) and shift work allowance in the case of an employment contract with an average of 38 hours per week.
- 0.58% of your salary according to salary scale including, if applicable, fixed personal allowance(s) in the case of a performance-based contract with a standard working week of 40 hours.

Salary per hour (Article 4.7: Overtime and changed working hours, Article 6.4: Travelling for work, Article 6.5: Working hours when working from home, Article 6.7: Scheduling compensation in the form of time)

- 1/165th of your salary according to salary scale including, if applicable, fixed personal allowance(s) in the case of an employment contract with an average of 38 hours per week.
- 1/173th of your salary according to salary scale including, if applicable, fixed personal allowance(s) in the case of a performance-based contract with a standard working week of 40 hours.

Salary scheme

A system for setting salaries according to salary scales and it establishes a link between job classifications and salary scales.

Salary scale

The range between the minimum and maximum salary. By awarding an individual increment, the salary can increase up to the maximum of the scale.

Salary according to salary scale

The monthly or annual salary based on the classification of your work in the salary scheme at company level.

Place of work

The place(s) designated by your employer where you will generally work or from which you will generally begin your work.

Fixed personal allowance(s)

One or more permanent allowances in addition to the salary according to the salary scale that is/are granted for an indefinite period:

- a. because you are doing an excellent job;
- b. as a guarantee because you were put in a lower position;
- c. because exceptional demands are made on you.

Any allowances granted for other reasons will not qualify as a fixed personal allowance.

Changed working hours

The hours that you worked, at the request of your supervisor, outside or partially outside your schedule or the working hours that you normally work, without it being overtime.

Continuous shift work

A type of shift work in which shifts follow each other consecutively so that the work process continues every day of the week and 24 hours a day.

On-call and breakdown shift

Being available and on-call according to schedule to perform unscheduled work outside of your standard working hours.

Employer

An undertaking with its own legal entity that primarily carries out activities that fall within the scope of this CLA and is a member of WENB. An undertaking's primary activities fall within the scope of this CLA if and when more than 50% of the number of agreed working hours of its employees are spent on these activities.

Employee

The person employed by employer, with the exception of:

- Board members and other senior management, including business unit managers, staff managers and deputy managers;
- interns and holiday workers;
- those employed under social legislation or as part of an unemployment project subsidised by third parties;
- trainees;
- those employed temporarily as part of a practical learning project.

1. GENERAL

1.1 Scope

The scope of this CLA covers employers in the Netherlands,¹with the exception of the national energy grid operators TenneT TSO B.V and N.V. Nederlandse Gasunie, that:

- a. transport and distribute electricity, gas, heating and/or cooling through the public electricity, gas and/or heating or cooling transport network;
- b. install, manage and maintain the public electricity, gas and heating and/or cooling transport network;
- c. install, manage and maintain public lighting;
- d. provide products and services related to these activities, such as meter services and energy consultancy services.

1.2 Term

This CLA covers the period from 1 January 2023 to 1 January 2024.

1.3 Structure

1. This CLA applies to the employment contract between the employer and its employees.
2. In addition to the NWb CLA, employers have their own company-specific CLA, which includes agreements between the CLA parties at company level on the salary scheme, the Employee Benefits Budget, the on-call and breakdown shift and the overtime limit.
3. The company-specific CLAs are part of this CLA.

1.4 Compliance

1. The employer will use this collective labour agreement and the company-specific CLA for all its employees.
2. Different arrangements may be made for performance-based contracts.

1.5 Dispensation

In principle, the scope determines the applicability of this CLA to an employer and its employees. The parties to this CLA may make an exception to this at the request of an employer. If that employer belongs to a group that also includes one or more employers falling within the scope of the CLA for energy production and supply companies (PLb), the parties may grant the employer dispensation. Then this CLA will no longer apply to that employer and its employees, but the consequences for the employer and its employees will be regulated by an agreement to be concluded between that employer and the unions.

1.6 Exemption

1. An employer that intends to become a member of WENB may request exemption from what is provided in this collective labour agreement regarding pension and social security.
2. The dispensation committee will evaluate the request for exemption.
3. The dispensation committee will consist of three members on behalf of WENB and three members on behalf of the unions. A Secretary to the committee will be provided by WENB.

¹ With the exception of the national energy grid operators TenneT TSO B.V and N.V. Nederlandse Gasunie

2. EMPLOYMENT CONTRACT

2.1 General

1. On commencing employment you will be provided with a written employment contract that sets out all arrangements made.
2. The employment contract will in any case include the information that employers are required to provide by law².
3. If you and your employer agree to amendments to the employment contract, you will receive written confirmation of these changes.

2.2 End of employment contract

1. Termination of an employment contract for an indefinite period is subject to the statutory provisions and notice periods.
2. You can end your employment contract yourself by giving notice in writing in accordance with the statutory notice period of one month. If a different notice period has been agreed with you in writing, that notice period will apply. In that case, the term of notice for your employer will be twice that agreed upon term of notice. Upon termination, your employment contract will end on the last day of the month, unless otherwise agreed.
3. A fixed-term employment contract can only be terminated early if you and your employer have agreed to this in writing.

2.3 When reaching state pension age and continuing to work after state pension age

1. Your employment contract will end on the day that you reach state pension age. Your employer does not have to terminate your employment contract prior to this day.
2. If the start date of your employment contract was after you reached your state pension age, your employment contract will be subject to the Working after the state pension age Act. The provisions of this Act take precedence over the provision of this CLA.

2.4 Provisions on succession of fixed-term employment contracts

1. A fixed-term employment contract is subject to the statutory provision on succession of fixed-term employment contracts (Section 668a of Book 7 of the Dutch Civil Code).
2. If, immediately prior to your employment contract, you worked for your employer for more than six months on the basis of one or more temporary employment and/or secondment contracts, these temporary employment and/or secondment contracts count as one fixed-term employment contract of six months for the purposes of the provisions on succession of fixed-term employment contracts.

2.5 Performance-based contracts

1. Agreements on terms and conditions of employment that deviate from this CLA and the company-specific CLA can be made in a performance-based contract. Your employer may agree on a performance-based contract with you if:
 - your gross salary per month exceeds €5,208 (as of 1 January 2023);
 - your gross salary per month is less than €5,208 and you hold a commercial, specialist or specialist staff position for which it has been agreed at company level with the unions that performance-based contracts can be concluded for these positions;
 - you work in a position where you report directly to the board of directors.
2. A performance-based contract may deviate from the terms and conditions of employment in this CLA in a number of respects, if and insofar as they are replaced by specific agreements. No deviations may be made from the following sections of this CLA:

² Section 655, paragraph 1, of Book 7 of the Dutch Civil Code.

- 2.1 General
- 2.2 End of employment contract
- 2.3 End of employment contract when you reach state pension age and continuing to work after state pension age
- 2.4 Provisions on succession of fixed-term employment contracts
- 2.6 Obligation to relocate
- 2.7 Secondment
- 2.8 Medical examination
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- 3.1 Being a good employee
- 3.2 Other tasks
- 3.3 Ancillary activities
- 3.4 Privacy and confidentiality
- 3.6 Compensation for damage
- 3.8 Investigation in event of suspicion of offence
- 3.9 Disciplinary measures
- 3.10 Accountability
- 3.11 Notification and implementation
- 3.12 Suspension as an order measure
- 3.13 Advocacy
- 4.6 Employee Benefits Budget
- 6.6 On-call and breakdown shift
- 8.1 Allowance for business trips
- 8.5 Emergency Response
- 8.11 Preventive medical examination
- 9.6 Unchanged continuation of pension accrual when job classification changes
- 10.2 Leave for union activities
- 10.3 Union facilities
- 11.1 Employee obligations in event of illness
- 11.2 First two years of illness
- 11.3 After two years of illness
- 11.4 Occupational disability due to occupational accident
- 11.5 End of continued payment of or supplement to salary
- 11.6 Overlap with other income
- 11.7 Indexation and other provisions
- 12.1 General
- 12.2 Post-statutory supplement to unemployment benefit
- 12.3 WW supplement exceeding the statutory minimum in event of reorganisation
- 12.4 Supplement to sickness benefit (ZW)
- 12.5 Salary supplement for new employment contract

2.6 Obligation to relocate

If your work requires you to live near your place(s) of employment, your work location(s) or your work area, your employer may require you to relocate. General rules will be established at company level for this purpose. Employees aged 55 or older will not be required to relocate.

2.7 Secondment

1. You can be seconded to another company by your employer.
2. The terms and conditions of employment will remain unchanged during the secondment. The regulations of the company to which you are seconded will apply for taking special or other leave, reporting sick, safety instructions to be followed, etc.

3. The company to which you have been seconded will determine your workplace and your working hours during the secondment. If your working hours change as a result, this will be considered a temporary transfer to another schedule.
4. Your employer will agree on implementing regulations for secondment with the works council.

2.8 Medical examination

1. When starting employment or on a change of position, a medical examination will only take place if performing your work makes severe demands on your medical fitness.
2. The examination will be performed by a medical examiner appointed by the employer and will be at the expense of the employer.
3. The results of the examination will only be shared with the employer with your consent. If you do not give your consent, this may have consequences for your appointment or change of position.

2.9 Pension

The pension scheme of the General Pension Fund for Public Employees (ABP) applies. The pension accrual, the premium to be paid and the division of the premium between employer and employee are regulated in the pension regulations of the General Pension Fund for Public Employees (ABP).

3. CONDUCT AND OBLIGATIONS

3.1 Being a good employee

You must fulfil the requirements of your employment contract in a good and careful manner and act with integrity and professionalism when performing your duties. You may not adversely affect the interests of your employer in any way. You must comply with your employer's code of conduct and behavioural regulations.

3.2 Other tasks

1. Your employer may, in the interest of the company, require you to perform or temporarily perform a different job or to perform work other than your usual work.
2. In the event of a strike at another employer or an employer prohibiting its employees from performing their work due to non-eligibility, you cannot be required to do the work of the strikers or excluded employees. However, an exception may be made if your employer considers it necessary for public safety, health or an uninterrupted supply of energy. Your employer will consult the works council in this regard as soon as possible.

3.3 Ancillary activities

1. If at the start of your employment or at a later date you perform or intend to perform other paid or unpaid work in addition to your work for your employer under this CLA, you must notify your employer in writing of this work in advance.
2. Your employer will grant permission to perform ancillary activities, provided that there is no objective justification for prohibiting this. There is an objective justification if, for example, the activities:
 - a. pose a risk to your health and safety and/or that of others; and/or
 - b. pose a risk with regard to the protection of confidentiality of company information; and/or
 - c. lead to conflicts of interest or otherwise harm your employer's interests or good name; and/or
 - d. result in the violation of a legal requirement, such as violating the Working Hours Act.

3.4 Privacy and confidentiality

1. You must not pass on confidential knowledge and information in any form about your employer, business relations and/or customers to third parties during your employment contract and after it terminates. This applies to all knowledge and information that you could understand to be confidential.
2. Your employer will treat all personal data in its possession about you confidentially in accordance with the General Data Protection Regulation (GDPR).
3. Only by law may you or your employer be required to share confidential knowledge, information and/or data.

3.5 Liability insurance

Your employer is required to have insurance against the risks of legal liability. In doing so, your employer must also be insured against the risk of legal liability for any damage you may cause to others, including your colleagues, while at work. If the damage is not covered by the insurance, your employer can recover the damage from you if the damage was caused intentionally or due to recklessness.

3.6 Compensation for damage

1. Damage that you sustain in the course of your work, with the exception of damage to a vehicle within the meaning of the Motor Insurance Liability Act, will be compensated by your employer. Your employer does not have to compensate this damage if they can

prove that they have fulfilled their legal obligations to prevent you from suffering damage in the course of your work. Damage that you have caused intentionally or recklessly and damage due to normal wear and tear are also not eligible for compensation.

2. You are not entitled to compensation from your employer if you are entitled to compensation from another party. In that case, it is possible to transfer your right to compensation to your employer. You will then receive an advance payment from your employer equal to the amount of the damages. Any legal costs incurred by your employer to recover the damages from the other party will be covered by the employer.

3.7 Damage as a result of performing duties

You are not liable for damage that you cause to your employer's or another party's property in the performance of duties that are part of your job description, unless you caused the damage intentionally or you were reckless. In determining whether intent or recklessness occurred, the circumstances in which the damage occurred will be considered.

3.8 Investigation in event of suspicion of offence

If your employer has a serious suspicion of an offence, you must allow your clothing, luggage, company equipment and/or means of transport to be searched by or on behalf of your employer. Measures will be adopted at company level to ensure that you are not treated unreasonably and/or improperly during this investigation.

3.9 Disciplinary measures

1. Your employer may impose a disciplinary measure on you if you fail to fulfil your obligations as an employee or fail to fulfil them properly.
2. Depending on the severity of the incident and the circumstances under which it occurred, the employer may impose one of the following disciplinary measures:
 - a. a written reprimand;
 - b. not granting a periodic salary increase for up to two consecutive calendar years;
 - c. demotion to a lower position temporarily for up to two years or for an indefinite period, in either case with or without a reduction in salary;
 - d. transfer;
 - e. suspension for a fixed period, with or without continued full or partial payment of salary.
3. With the exception of the written warning, your employer may decide to impose the disciplinary measure on you conditionally. If your employer sees reason to impose a disciplinary measure on you again within three years, the conditional measure will be carried out retroactively.

3.10 Accountability

1. Before a disciplinary measure is imposed, you will be given the opportunity to account orally or in writing for your actions to your employer or a representative designated by your employer. You may call in the assistance of a third party to do this. Accountability will take place within twelve working days of the incident, but at your request this term may be changed.
2. Your employer will draw up a written report of an oral account as soon as possible. After reading the report, both you and the other persons present will sign the report.
3. If you refuse to sign the report, this will be noted in the report together with your reason(s). You will receive a copy of the signed report.
4. You may request to see documents relating to the incident. Your employer may refuse this request if the documents are confidential and access cannot reasonably be expected of the employer.
5. The above also applies if a conditionally imposed measure is carried out retrospectively.

3.11 Notification and implementation

1. If your employer decides to impose a disciplinary measure on you, they will notify you in writing as soon as possible, stating the reason(s). This also applies if a conditionally imposed measure is carried out retrospectively.
2. A disciplinary measure will not be carried out until it is final and cannot be revoked, unless it has been stipulated at the time of imposition that it will be carried out immediately.

3.12 Suspension as an order measure

1. Your employer may suspend you if:
 - a. criminal action has been taken against you for a crime and your employer cannot reasonably be expected to retain you in your position;
 - b. it is undesirable to retain you in your position for a specific reason, after the date of the termination of your employment contract has been finalised;
 - c. it is deemed necessary in the company's interests;
2. A suspension will not be for more than a month. If necessary, this period may be extended by one month at a time.
3. During the period of suspension, your employer may deny you access to company offices, company systems, including the intranet and your email account.
4. Before a suspension is imposed, the arguments of both parties will be heard. Your employer will draw up a written report of this and send it to you within three working days.
5. If your employer decides to suspend you, they will inform you verbally as soon as possible. You will then receive confirmation in writing stating the reason, the starting date and the duration of the suspension.
6. If you are suspended, the rights under your employment contract will be maintained in full. Only if you are suspended because criminal action has been taken against you may your employer decide to withhold up to a third of your salary (salary according to salary scale plus fixed personal allowances). This deduction will be paid to you retrospectively if the criminal action does not result in a conviction.
7. If it turns out that your suspension was unjustified, you have the right to written, and at your request also public, rectification and apology.

3.13 Advocacy

You have the right to bring your interests to the attention of your employer. To do this you may be assisted or represented by a third party, such as a lawyer or union representative.

4. INCOME AND ALLOWANCES

4.1 Salary scheme

Your salary is established using to the salary scheme of the company-specific CLA.

4.2 Salary increase

On 1 January 2023, the salaries and salary scales applicable on 31 December 2022 will be permanently increased by 4%.

4.3 Starting scale

If you will be taking up a position and you do not yet meet all the job requirements, your employer may place you in a lower salary scale than the scale corresponding to the position for no more than three years. The duration and salary progression will be agreed with you in writing.

4.4 Holiday allowance

1. You will receive a holiday allowance in addition to your salary.
2. The holiday allowance amounts to 8% of your salary per calendar month (excluding holiday allowance) and is part of your Employee Benefits Budget. If you are 21 or older, you will receive a holiday allowance of at least 8% of €2,645 gross (salary as of 1 January 2023). If you work part-time, your entitlement is worked out proportionally.
3. If your employment contract ends during the year, and you have set aside the holiday allowance in your Employee Benefits Budget, the amount set aside will be paid out at that time.
4. You will not receive holiday allowance on overtime compensation unless your salary plus overtime allowance is less than 108% of the statutory minimum wage.

4.5 Year-end bonus

1. You are eligible for a fixed year-end bonus.
2. The year-end bonus is 3.7% of the salary that you actually received in that calendar year, excluding holiday allowance and the year-end bonus itself.
3. The year-end bonus counts towards pension accrual.

4.6 Employee Benefits Budget

1. In addition to your salary, you will receive a monthly Employee Benefits Budget equal to 18% of your salary according to salary scale, and if applicable, increased by fixed personal allowance(s) and shift work allowance. Terms and conditions of employment that are part of your salary therefore affect the amount of your Employee Benefits Budget.
2. Your Employee Benefits Budget consists of the following components³:

Holiday allowance	8 % ⁴
Reduction in working hours (ADV)	5.2%
Other budget	<u>4.8%</u>
Total	18 %
3. Only the 8% holiday allowance of your Employee Benefits Budget counts towards pension accrual⁵.
4. A different accrual and/or application of the Employee Benefits Budget may be determined at company level for performance-based contracts.
5. You can choose to spend your Employee Benefits Budget on a number of employment conditions, such as purchasing extra leave, you can set it aside for a lump sum payment later in the year or you can have it paid out monthly. If you have your Employee Benefits Budget or set aside Employee Benefits Budget paid out, it counts as salary for social security purposes.
6. At company level, it may be possible to set aside the holiday allowance component. You will then be setting aside the holiday allowance for the period 1 June through 31 May of the following calendar year for lump sum payment in May. You can only set aside the holiday allowance if you made this choice by 1 June. The date by which this choice must be made is determined at company level.
7. You can purchase a maximum of 284 hours of leave (including ADV) per calendar year with your Employee Benefits Budget. This is based on full-time employment.⁶ For part-time employment the number of hours is calculated pro rata. If you have a performance-based contract, a different maximum may apply. Purchased leave can be taken in the calendar year that you purchased it. Once purchased, leave cannot be returned to your Employee Benefits Budget.
8. One extra hour of leave will cost 0.60% of your salary according to salary scale, and if applicable, increased by fixed personal allowance(s) and shift work allowance. If you have a performance-based contract based on 40 hours (without ADV), one extra hour of leave will cost 0.58% of your salary according to salary scale, and if applicable, increased with fixed personal allowance(s) and shift work allowance.
9. Employee Benefits Budget that you have not set aside as holiday allowance and have not used is settled at the end of the calendar year. If you leave employment during the calendar year, payment will be made with your final pay as part of your termination of employment.

4.7 Compensation for overtime and changed working hours

1. The compensation for overtime consists of compensation in time for the overtime hours worked as well as a monetary overtime allowance. The overtime allowance is a percentage of your hourly salary and amounts to:

³ If you have an employment contract without ADV (reduction in working hours) or the ADV has been included in your standard or shift work schedule, then you will only receive the holiday allowance and other budget components in your Employee Benefits Budget and your Employee Benefits Budget will therefore be 12.8%.

⁴ Or the minimum mentioned in Article 4.4, paragraph 2 if that is higher.

⁵ The other budget is not part of the pension basis because the original regulations that make up this component (employer's contribution to life-course savings scheme, 6 days of leave over and above the statutory entitlement, anniversary bonus and severance pay) were not pensionable.

⁶ If you have a full-time employment contract without ADV (reduction in working hours) or the ADV has been included in your standard or shift work schedule, then the maximum number of hours leave that you can purchase is 284 – 104 ADV (13 days) = 180 hours leave. For part-time employment the number is calculated pro rata.

- a. 50% for overtime hours worked on Mondays to Fridays;
- b. 100% for overtime hours worked on Saturdays, Sundays and public holidays.
2. The first half hour of overtime work is also considered when determining the amount of monetary overtime allowance. Any additional travel time resulting from overtime will also be compensated as overtime.
3. If you work part-time and work overtime within the standard working hours, you will receive 125% of your hourly salary for each additional hour worked. For extra hours worked outside the standard working hours, the compensation for overtime in paragraph 1 of this article will apply.
4. The company-specific CLA states which salary scales qualify for overtime compensation.
5. You will not be obliged to work overtime if your health prevents you from doing so.
6. If your working hours are shifted by more than half an hour, you will receive the monetary overtime allowance for the shifted working hours.

4.8 Compensation for deputizing

1. You will be compensated if, at the request of your employer, you fully deputized for a colleague in a different and higher graded position.
2. The substitution allowance will be equal to the difference between your salary and the salary you would have received if you had been appointed to the position of the person you deputized for. The allowance will take effect retroactively from the moment that you continuously filled the other position for more than one month and will lapse as soon as your role ends.

5. SHIFT WORK

5.1 Shift work allowance

1. You will receive monetary compensation for working shifts. This will be in the form of a supplement to your salary according to salary scale and, if applicable, compensation in time. The monetary compensation will depend on how demanding the shift work schedule is. The demands of the schedule (inconvenience) are expressed in hourly value points.
2. The number of hourly value points of the shift work schedule will be calculated by allocating schedule hourly points over a working period of 52 weeks as follows:
 - 0.0 hourly value point (no allowance) per shift work hour on Mondays to Fridays between 7 am and 6 pm;
 - 0.5 hourly value point (50% allowance) per shift work hour on Mondays to Fridays between midnight and 7 am and between 6 pm and midnight;
 - 1.0 hourly value point (100% allowance) per shift work hour on Saturdays and Sundays from midnight to midnight;
 - 1.0 hourly point value (100% allowance) per shift work hour on public holidays, less the number of hourly value points determined above for shift hours on the days concerned. Instead, the overtime or other allowance for public holidays (Article 4.8) may also be paid in arrears, based on the number of hours actually worked on public holidays. The overtime allowance will then be reduced by the allowance percentage for the shift work hours on the days concerned.
3. For a continuous shift work schedule, the number of hourly value points per year calculated above is multiplied by a factor 0.9574. For non-continuous shift work schedule, this factor is 0.805. The result is then divided by the number of shifts in the schedule and will give the number of hourly value points of the schedule.
4. Any compensation in time will, over a 52-week period, be the difference between the working time of the schedule and the average working hours of 38 hours a week.
5. Monetary compensation, in the form of a supplement to your salary according to salary scale, is the difference between the number of hourly value points of the schedule (paragraph 2) and any hours of compensation in time (paragraph 4), divided by the average working hours of 38 hours over a period of 52 weeks (1,976 hours).
6. The shift work allowance set out in this article will be considered full compensation for shift work, including the time required for a shift handover.
7. The compensation for overtime and changed working hours (Article 4.7) also applies for shift work, but if different rules apply to shift work, those rules will take precedence.

Calculating shift work allowance

Example of calculation of hourly value for five shift continuous shift work where all employees in one shift work the same shift at the same time:

- Mondays to Fridays:
From midnight – 7 am = 7 hours and from 6 pm – midnight = 6 hours, total of 13 hours
 $13 \text{ hours} \times 0.5 \text{ points} \times 5 \text{ days} = 32.5 \text{ points}$
- Saturdays:
From midnight – midnight = 24 hours
 $24 \text{ hours} \times 1.0 \text{ point} = 24 \text{ points}$
- Sundays:
From midnight – midnight = 24 hours
 $24 \text{ hours} \times 1.0 \text{ point} = 24 \text{ points}$
- Total per week: $32.5 + 24 + 24 = 80.5 \text{ points}$
- Total per 52 weeks: $52 \times 80.5 \text{ points} = 4,186 \text{ points}$
- Total per 52 weeks plus 105 points as compensation for public holidays:
 $4,186 + 105 \text{ points} = 4,291 \text{ points}$

The total value of the schedule, after multiplying by factor 0.9574 and dividing by the number of shifts in the schedule, is: $(4,291 \text{ points} \times \text{factor } 0.9574) : 5 = 821.6 \text{ points}$. The hourly value is the total compensation per shift. This is split into time compensation and a monetary compensation.

Compensation in time

Compensation in time is the difference between a 38-hour work week and the actual work time per week in the schedule. In this example, the actual work time per week in the schedule is 33.6 hours. Over a 52-week period, the compensation in time is:
 $52 \times (38 \text{ hours} - 33.6 \text{ hours}) = 52 \times 4.4 \text{ hours} = 228.8 \text{ hours}$

Monetary compensation

Monetary compensation is the difference between the hourly value points of the schedule and the hours of compensation in time, divided by the average working hours of 38 hours per 52 weeks (1,976 hours).

$821.6 \text{ points schedule value} - 228.8 \text{ hours compensation in time} = 592.8 \text{ points}$

Shift work allowance per hour for a working time of 33.6 hours:
 $592.8 \text{ points} : 1,976 \text{ hours} = 30\%$

5.2 Working hours in shift work

1. In principle, the average working hours for shift work, with the exception of continuous shift work, is 38 hours per week. The working hours per cycle (7 x 24 hours) for continuous shift work is 168 hours.
2. Your employer may set a maximum of 64 hours of attendance per year for training or professional development, for instance. These hours fall outside the continuous shift work schedule but must be included in the schedule. For each 8-hour attendance day, you will receive an additional 0.4% shift work allowance or a compensation day. Each employer may make further agreements about the number and details of the attendance days in consultation with the works council.
3. Your work will not end until your colleague has arrived to take over from you.

5.3 Compensation for substituting on standby shifts

1. Standby shifts are intended to cover unexpected absences in the schedule, for example in the event of illness or incidents. If you have been scheduled for a standby shift and an unexpected absence occurs, you will cover that shift.
2. If you cover another shift from a standby shift, the compensation for changed working hours (Article 4.8) applies to substitute hours before 7 am and after 6 pm.

5.4 Compensation for temporary transfer to other shift work schedule

1. Your employer can temporarily transfer you to another shift work schedule in the company's interests. A temporary transfer lasts for a period agreed in advance or until a certain situation or event occurs. In all other cases, it is a permanent transfer.
2. For temporary transfers to a different shift work schedule (not day shift or overtime), compensation will depend on how long in advance you were notified of the transfer:
 - a. 28 calendar days or longer in advance: no compensation
 - b. at least seven calendar days in advance: changed working hours allowance for a maximum of the first two shifts worked.
 - c. fewer than seven calendar days in advance: changed working hours allowance for a maximum of the first four shifts worked.
3. If you work more or fewer hours during the temporary transfer than in your original schedule, the additional or fewer hours worked will be settled. Or you will receive a

customised shift work allowance in keeping with the demands of the temporary schedule during the period of the temporary transfer.

4. For temporary transfers to the day shift you will retain the shift work allowance. The compensation in time will cease to apply. If you work shifts during this period, you will not receive additional compensation for this. The additional or fewer hours worked compared to the average 38-hour working week will be settled against this.
5. If you return to your original schedule after the temporary transfer, you will not receive any compensation for this and you will not qualify for the phasing-out arrangement.
6. In the event of temporary transfer to another shift work schedule due to illness or occupational disability, Chapter 11 will apply.

5.5 Special leave during night shifts

If you are entitled to special leave during a night shift, the leave will start the night before the leave. In specific cases, the leave will continue until the night after.

5.6 Phasing-out arrangement when permanently stopping shift work

1. A phasing-out arrangement applies to the shift work allowance if you permanently stop shift work. The phasing-out arrangement also applies if you are permanently transferred to a shift work schedule with a lower allowance.
2. Your shift work allowance or the difference between the higher and lower shift work allowance will then be phased out in accordance with the table shown below. The phasing out will be determined on the basis of the number of full years that you have worked shifts for your employer.

Number of years in shift work				
1-4 years	5-9 years	10-14 years	15 years or more	Payment
4 months	8 months	12 months	18 months	80%
4 months	8 months	12 months	18 months	60%
4 months	8 months	12 months	18 months	40%
4 months	8 months	12 months	18 months	20%

3. From your 11th year of shift work, you will accrue a guaranteed 4% for each full year of shift work. During the phase-out period, the phase-out percentage will not fall below the guaranteed percentage that you have accrued. After 35 years of shift work, the guaranteed percentage will be 100% and, if you leave shift work permanently, you will retain the full shift work allowance during the phasing-out period.
4. If you have been permanently placed in a schedule with a lower shift work allowance, the phase-out applies to the difference between the old and the new shift work allowance. You will not be eligible for this phase-out arrangement if you temporarily received a higher shift work allowance because you temporarily worked in a more demanding schedule, and then returned to your original schedule.
5. If, as a result of a reorganisation, your shift work allowance is reduced or cancelled, and you have worked shifts for your employer continuously from 30 October 2005 through 30 October 2015, and you were 45 years of age or older on 1 November 2015, then your personal guaranteed percentage will be determined on the basis of the transitional guarantee arrangement below, with 1 November 2015 as the reference date. If this personal transitional guaranteed percentage is higher than the guarantee based on paragraph 2 of this article, the higher percentage will apply for the duration of the phasing out.

The transitional guaranteed percentage is determined by multiplying the number of continuous shift work years up to 1 November 2015 by the guaranteed percentage based on your age on that date:

- 2% for 45 to 50-year-olds
- 3% for 50 to 55-year-olds
- 4% for 55 to 59-year-olds

For employees who were 59 or older on 1 November 2015, the transitional guaranteed percentage is 100%. For employees aged between 45 and 59 this percentage will be up to 100%.

6. Salary increases, with the exception of general salary increases under this CLA, will be deducted from the phase-out.
7. You will not or no longer be eligible for the phasing-out arrangement if you stop shift work on medical grounds and you receive invalidity benefit that compensates for the cancellation of shift work allowance.

6. WORKING HOURS, WORK TIMES AND TRAVEL TIME

6.1 Working hours

1. If you are employed on a full-time basis, the average working week will be 38 hours on an annual basis. However, if you actually work 40 hours a week, you will receive the monetary value of two ADV hours (reduction in working hours that is 5.2%) in your Employee Benefits Budget or the average of 38 hours will be attained by scheduling 2 ADV hours per week in your schedule.
2. Part-time employment averages less than 38 hours a week on an annual basis. In this case, you are entitled to the terms and conditions of employment regulated in the CLA on a pro rata basis.
3. If you decide on your own working hours, you must ensure that you work the agreed upon average number of hours per week on an annual basis.

6.2 Standard working hours and schedule

1. The standard working days are Monday to Friday and the standard working hours are between 7 am and 9 pm.
2. You will only work on Saturdays, Sundays and public holidays if this is in the company's interests.
3. If your position involves alternating working hours, your employer will draw up a schedule for this with the approval of the works council and you will work according to the schedule.
4. You may be eligible for an allowance for working hours outside standard working hours. You will only receive an allowance for working hours during standard working hours in the event of shift work, overtime and changed working hours.
5. If your position allows you to decide on your own working hours, you are not eligible for an allowance if you choose to work outside standard working hours or on Saturdays, Sundays and public holidays.
6. Your employer may change your working hours or assign you to another schedule. If you incur costs as a result, these costs will be reimbursed by your employer, insofar as they are reasonable and demonstrable.
7. For call centres (including work that involves handling email and/or social media messages) and shops, standard working hours also include working on Saturdays between 8 am and 5 pm. You are therefore not eligible for an allowance for these hours, provided that you work no more than 5 hours in a call centre on Saturdays and a maximum of 8 hours per day in a shop for no more than twelve Saturdays a year. If you have come to an agreement to work more than twelve Saturdays, you will receive the allowance for those additional Saturdays.

6.3 Flexible working arrangements

In consultation with your employer it is possible to work independently of time and/or place, allowing you to determine your own working hours and/or place of work. If this applies to you, you will agree to specific terms with your manager and, if necessary, other members of your team, taking the nature of your work and the company's interests into consideration. In this case, a number of provisions in this CLA may not apply to you or may apply differently to you. Your employer can agree on an implementing rule for this with the works council that specifies how employees are facilitated to work independently of time and/or place.

6.4 Travelling for work

1. If your work requires you to travel, other than commuting, the travel time will fall within your standard work time.
2. If you occasionally work at a location other than your place of work and your commuting time per day by going there directly from home is more than half an hour longer than usual, your employer will reimburse you for the total additional travel time based on your hourly salary. The latter only applies if you work in a position that makes you eligible for compensation of overtime.

6.5 Working hours when working from home

1. If you work from home and you have to travel directly from home to constantly changing workplaces to do your work, your standard working time will start when you arrive at your first workplace and will end when you leave your last workplace. To determine your actual working hours, subtract the time of your break(s) from the time between the start and end of your working time.
2. If your total travel time from home to your first place of work and from your last place of work back home exceeds one hour per day, your employer will reimburse you for the travel time in excess of one hour based on your hourly salary.

6.6 On-call and breakdown shift

1. Your employer can instruct you to work on-call and breakdown shifts.
2. You will not be required to work on-call and breakdown shifts if your health prevents you from doing so.
3. You must be accessible and available on call at all times during this shift. You may also be required to be available at home or at another place designated by your employer during this shift.
4. An on-call and breakdown shift can last no longer than seven consecutive days. It may occasionally be possible to deviate from this but only if company interests require this.
5. You will receive an allowance for on-call and breakdown shifts based on the regulations in your employer's company-specific CLA. You will receive compensation for overtime for the hours that you worked during the on-call and breakdown shift.
6. Your employer may require you to take the overtime compensation in the form of time, for the hours worked after a call during your on-call and breakdown shift, before the start of your next on-call and breakdown shift.
7. If you are assigned an on-call and breakdown shift and you are 55 years of age or older, you will be offered a preventive medical examination at least once every two years.

6.7 Scheduling compensation in the form of time

1. If you are entitled to compensation in time for overtime, your wishes will be taken into account as much as possible when scheduling this time.
2. You can also ask your employer to pay out the compensation in time for overtime. Your employer can require you to take the hours to prevent violation of the Working Hours Act.
3. If at the end of a calendar year the compensation in time for overtime has not been fully taken up, a maximum of 80 compensation hours can be carried over to the next calendar year. The remainder will be paid out or added to your Employee Benefits Budget based on the hourly salary.
4. If your overtime immediately follows your standard working hours, then it may be necessary under the Working Hours Act for you to take an extra rest break. This extra break will then in its entirety be considered overtime.

7. HOLIDAYS AND LEAVE

7.1 Statutory holiday leave

Based on a 38-hour work week, you are entitled to 152 hours of statutory leave per calendar year. If you actually work 40 hours a week, you are entitled to 160 hours of statutory leave per calendar year.

7.2 Accumulated leave

1. In addition to your statutory leave, you are entitled to 36 hours of accumulated leave per calendar year.
2. You can choose to take this leave in time or save it for a maximum of 10 years. If you do not make a choice in the year of allocation, the leave will automatically be saved.
3. You can save the accumulated leave up to a total of 360 hours for a maximum of ten years. Leave accumulated in the first year will expire at the start of the 11th year if it has not been taken up before the 11th year. You can save up to 36 hours of leave again in the 11th year.
4. If you leave employment, any remaining accumulated leave will be paid to you as salary.

7.3 Age-related leave from the age of 50

1. If you were born after 31 December 1964 but before 1 January 1970 and were employed on 31 December 2019, you will receive 36 hours of age-related leave per calendar year.
2. If you were born before 1 January 1965 and were employed on 31 December 2019, you are entitled to age-related leave from the year in which you turn 55. The entitlement amounts to:
 - 55-56 years of age 24 hours per calendar year
 - 57-58 years of age 48 hours per calendar year
 - 59 and older 96 hours per calendar year
3. Age-related leave is intended for recovery and must be taken in the calendar year that it was allocated. Age-related leave hours not taken by the end of the calendar year will expire and will not be paid out.

7.4 Requesting and cancelling holiday leave

1. As a rule, you must take at least three consecutive calendar weeks of holiday leave each calendar year.
2. Your employer will only reject a request for holiday leave if it clashes with company interests.
3. You take holiday leave in hours. If you take one or more hours off on days on which you are scheduled to work, your schedule will determine how many hours of leave you will need to take.
4. Your employer may revoke an approval for leave if it clashes with company interests. In that case, the debited leave hours will be credited back to your remaining leave. If this meant you could only take part of your leave on a particular day, that entire day will not be deducted as leave.
5. If you suffer financial loss because of the cancellation of previously granted leave, your employer will compensate you for this loss.

7.5 Holidays if starting or ending employment during calendar year

Statutory holiday leave and age-related leave from the age of 55 will apply pro rata to the number of months you have been employed during a calendar year. If you leave employment during a calendar year, unused holiday leave will be paid out. Unused age-related leave will expire if you leave employment early. If you have taken too much holiday leave and/or age-related leave, the leave taken in excess of your entitlement will be deducted from the final salary payment.

7.6 Holidays during illness and occupational disability

1. If you fall ill while on holiday and you can prove that you would not have been able to work because of your illness if you had not been on holiday, the hours of leave for the period of illness will be re-credited to your leave entitlement.
2. If you want to go on holiday during a period of illness or incapacity for work you must request leave in the usual way. During the holiday you will temporarily be exempt from rehabilitation obligations.

7.7 Parental leave, special leave and short-term care leave

1. If you take parental leave, you will be entitled to receive an allowance for those hours of leave equal to 70% of the applicable statutory minimum wage. You will not accrue holiday leave while on parental leave.
2. The Paid Parental Leave Act came into force on 2 August 2022. Based on this law, you can claim benefits from the UWV for nine times your weekly working hours. The benefit amounts to 70% of your maximum daily wage if you take the parental leave before your child turns one. Paragraph 1 will apply to the hours of parental leave remaining after you have taken the nine times your weekly working hours.
3. You can take unpaid special leave immediately following the birth of a child in your family for a maximum period of two months. If you have given birth yourself, this leave will come immediately after your maternity leave.
4. Complementary to the statutory regulations, you will be entitled to paid special leave in the following cases:
 - a. on your wedding day/day of entering registered partnership and the following day;
 - b. on your child's wedding day/day of entering registered partnership;
 - c. on the day of your partner's or child's death (including foster children or stepchildren) up to and including the day of the funeral or cremation (up to five days);
 - d. on the day your parent, parent-in-law, foster parent, step parent, brother, brother-in-law, foster brother, step brother, sister, sister-in-law, foster sister or step sister dies and on the day of their funeral or cremation;
Guidelines for dealing with bereavement will be established at company level.
 - e. on the day of relocation if the relocation is in the company's interests;
 - f. to comply with a legal obligation unless this has arisen because of your fault or negligence: the time that you require to deal with this;
 - g. to perform work for and participate in meetings of public bodies to which you are appointed or elected for a maximum of 15 days per calendar year. This only applies if you are unable to do this in your own time and you are not paid for doing it.
Attendance fees and suchlike are not considered income in this sense.
5. Your employer can refuse special paid leave (paragraph 4) if it clashes with company interests.
6. If you qualify for short-term care leave, your employer will pay your full salary during your leave. You will make arrangements with your manager, within the legal frameworks, on the duration and extent of the leave.

7.8 Investigating options in the public holiday calendar

During the term of the CLA, parties agree to gauge the desire and willingness of employees to convert fixed public holidays into leave hours that they can take on a feast day that is important to them. In this way, we want to provide an equal footing for feast days in other religions.

In this study, parties will also include practical feasibility and the consequences for overtime and allowances, for example.

In 2023, companies can already do a pilot with one public holiday. This could be with Ascension Day, for instance.

The outcome of this study will be taken into account by CLA parties when preparing the collective labour agreement effective as of 1 January 2024.

8. ALLOWANCES, FACILITIES AND BENEFITS

8.1 Allowance for business trips

Your employer will reimburse expenses related to business travel.

8.2 Study and training costs

1. The costs of business-oriented study programmes or training courses (hereinafter: professional development training) will be borne entirely by your employer. If the professional development training falls within the standard working hours, this time will be fully at your employer's expense. If the professional development training (and any exams) falls fully or partially in your own time, this time will be at the expense of the employee.
2. The costs of professional development training that you require to perform or continue to perform your job and that your employer is required to offer by law or by a collective labour agreement, are entirely at the expense of your employer. Your employer may not make arrangements with you on the full or partial repayment of the costs for this professional development training. The time that you will spend on this required professional development training is considered to be working time. Where possible, this professional development training will take place during your standard working hours (Article 6.2 of this CLA).
3. The previous paragraph does not apply to any training that you must have completed to start your job on the basis of a legal obligation or an obligation regulated by the collective labour agreement.
4. Your employer may make written arrangements with you beforehand for the professional development training referred to in paragraphs 1 and 3. This can be in the form of a study or other agreement. This agreement may also include arrangements about the costs of the professional development training and the time that you may spend on this training within working hours. You can take leave for the study time that is at your expense.
5. Your employer can, if arrangements have been made in this respect in an agreement on the basis of paragraphs 1 and 3, claim or reclaim the costs paid if:
 - a. it turns out that you do not attend classes regularly or do not study enough. Already agreed future payments for this study programme or training course will be withdrawn. This does not apply if you can demonstrate that this was not your fault;
 - b. you terminate your study programme or training course early without a valid reason;
 - c. you terminate your employment contract during your study programme or training course, or;
 - d. you terminate your employment contract within two years of completing your study programme or training course. In this case, the amount that your employer can reclaim is proportional to the part of the two-year period that has not yet expired.
6. The above does not apply if you retire within two years of completing your study programme or training course.

8.3 Relocation expenses

1. If you run your own household and have to move in the business interest, you are entitled to a relocation allowance.
2. The relocation allowance includes:
 - a. the costs of the move itself, including packing and unpacking your household effects;
 - b. an allowance of 12% of your annual salary for the costs of redecorating your home, with a minimum allowance of €4,973 (as of 1 January 2023);

- c. if you have to move again within three years in the business interest, you will receive an allowance of 14% of your annual salary. The minimum allowance will then be €5,440 (and as of 1 April 2022 it will be €5,549);
- 3. If it is not possible to avoid double housing costs (rent or mortgage), you will receive an allowance for the housing costs of your old home for the period during which those costs coincide with the housing costs of your new home. When you join the company, the allowance for your mortgage in the event of unavoidable double housing costs will be limited to three months. If you have to relocate during employment (because of a transfer, for example), your employer will agree on a reasonable period of time with you in advance.
- 4. If you do not run your own household, you will receive an allowance for the costs of the move itself, including packing and unpacking your household effects and an allowance of 4% of your annual salary for the costs of furnishing your home.
- 5. If you received a relocation allowance when you joined the company, you must repay it if you resign within one year of the move or within two years of joining the company or if you are dismissed for a reason attributable to you. In any case, the repayment obligation will remain in place for two years after you joined the company.

8.4 Anniversary bonus

- 1. You will receive an anniversary bonus if you reach 25 and 40 years of service with your employer and legal predecessors.
- 2. In both cases, the bonus will amount to the salary in the month in which you reach the anniversary⁷.
- 3. Employees who will reach their 50th anniversary of service within 5 years of 1 January 2020, will receive a bonus of two gross monthly salaries upon reaching the 50th anniversary. If you started working fewer hours per week less than five years before your 50th anniversary, the bonus will be calculated over the number of hours per week that you worked before you started working less.

8.5 Emergency Response

- 1. Your employer may appoint you in writing as an emergency response officer (BHV-er in Dutch).
- 2. An emergency response officer:
 - a. Will provide first aid in the event of accidents and minimises the after-effects of accidents;
 - b. Restricts and fights fires;
 - c. Alerts and evacuates employees and other people in the building in emergency situations.
- 3. If you have been appointed as an emergency response officer, you must attend the necessary classes and participate in organised drills.
- 4. The organisation and allowances related to this post are subject to the regulations established at company level.

8.6 Benefits on termination of employment

- 1. This article only applies if you were born before 1 January 1963 (57 years of age or older) and were employed on 31 December 2019.
- 2. You will receive a payment of 1.5 times your monthly salary if your employment contract ends because you retire with the ABP Multi Option Pension or you receive IVA or WGA benefits.
- 3. You will not receive a payment of 1.5 times your monthly salary if your employment contract ends and you received more than 1.5 times your monthly salary in severance

⁷ The bonus will be paid out net for the amount permitted for tax purposes and gross for the remainder.

pay from your employer. If your severance pay is less than 1.5 times your monthly salary, it will be supplemented to this amount on the basis of this article.

4. If you are retiring but were previously declared partially unfit for work and did not receive a pro rata payment of 1.5 times your monthly salary at the time, the benefit will be calculated as if you had not been declared partially unfit for work. In accordance with paragraph 3, any severance pay received will be taken into account.

8.7 Death benefits

1. If you die, your salary will be paid up to and including the end of the month in which you die.
2. A death benefit equal to three times your salary per month will be paid into your bank account as soon as possible after your death⁸.
3. The benefit referred to in paragraph 2 will be reduced by any death benefit you are entitled to under the WIA or a comparable statutory death benefit.

8.8 Death caused by occupational accident

1. If you die as a result of a work-related accident that you did not cause intentionally, the person(s) entitled to the ABP survivor's pension will receive a monthly payment equal to 18% of the survivor's pension.
2. This benefit ends as soon as you would have become entitled to a state pension.
3. If the benefit is paid to your partner, it will end on the first day of the month following the month in which they enter a new partnership.

8.9 Group health insurance

1. Your employer has a group health insurance scheme in which you and your family members can participate.
2. You will receive a gross annual employer's contribution of €360 or a gross monthly contribution of €30 if you participate in the group insurance and have also taken out supplementary insurance or dental insurance. Both supplementary insurances must have at least one star. If you have a part-time employment contract and work less than 50%, you will receive the employer's contribution in proportion to your part-time percentage.
3. You and your family members can continue to participate in the scheme after you retire.

8.10 Group disability insurance

1. You can participate in your employer's group disability insurance to protect all or part of your income if you become fully or partially incapacitated for work.
2. If you opt for protection of your income in case of partial incapacity for work or a combination of partial and full incapacity for work, you will receive a contribution from your employer of 0.25 percentage points of your pensionable salary towards the premium. Your employer's contribution will never exceed the total premium payable jointly by employer and employee.

8.11 Preventive medical examination

Your employer will offer you with periodic medical examinations.

⁸ To the extent permitted by tax regulations, the benefit will be paid out net.

9. PROFESSIONAL CAREER, DEVELOPMENT AND SUSTAINABLE EMPLOYABILITY

9.1 Sustainable employability

1. Sustainable employability means that you continue to be happy and healthy in your current or future work and continue to perform to the best of your ability. This will require you to continuously have the right competencies at your disposal and to continue to develop your talents, so that you remain versatile now and in the future. You and your employer share responsibility for this. You will be expected to actively work on your employability. Your employer will support you with various tools and initiatives, including the facilities detailed in this chapter.
2. In addition to mental and physical fitness, your employer can also support you with your financial fitness by helping you understand your financial situation, for instance. The sustainable employability budget can be used for this purpose. This will be drawn up at company level.
3. This chapter is a framework that can be further specified at company level.

9.2 Sustainable employability budget

1. Your employer will make a sustainable employability budget of €500 available to you annually, which will help you to achieve your personal development goal(s).
2. Your employer will reimburse two thirds of the costs out your sustainable employability budget up to a maximum of €500 per year. You will be responsible for the remaining costs. If the allowance is taxed under tax regulations, the allowance will be grossed up and the gross allowance will be credited to your sustainable employability budget.
3. If your sustainable employability goal is a study programme or training course aimed at obtaining income from current or future work, then your employer will reimburse the full costs rather than just two thirds up to the maximum of your sustainable employability budget.
4. You can save your sustainable employability budget for up to three years. Unused sustainable employability budget from the first year expires in the fourth year. Your employer will make a sustainable employability budget of €500 available again in the fourth year, which means that your total budget will amount to a maximum of €1,500.
5. The sustainable employability budget is not pensionable and will not be paid out at the end of your employment.
6. Your employer may agree on implementing regulations with regard to the sustainable employability budget.

9.2A Investigation into the effectiveness of the sustainable employability budget

During the term of the CLA, CLA parties will examine the effectiveness of the personal sustainable employability budget. They will involve employees and managers in this study. The outcome of the study will be taken into account by CLA parties when preparing the collective labour agreement effective as of 1 January 2024.

9.3 Personal development

Continuous personal development is essential if you are to remain attractive in times of changing labour market requirements, within your own company or outside. Every year, together with your employer, you will make a personal development plan. This plan can include agreements on which sustainable employability goals you want to use your sustainable employability budget for or which training courses are necessary for your job.

9.4 Career scan

Once every five years, you can put in a request for a career scan with your employer. Your employer will bear the costs of the career scan.

9.5 Working hours and leave plan for employees aged 55 and older

If you are 55 years of age or older, you can draw up a personal working hours and leave plan with your manager each year in which your working and leave days have been scheduled for that year. This working hours and leave plan is intended to support older employees in being able to continue to function healthily.

9.6 Unchanged continuation of pension accrual when job classification changes

You can agree with your employer to move to a less demanding position in a lower salary scale. You will then receive the salary, which may be lower, that corresponds with your new position. If you do this less than 10 years before the at that time standard retirement age⁹ and continue to work the same number of hours per week, your pension accrual will continue based on the salary that you earned before taking this step. The pension contributions to be paid by you and your employer will then continue to be based on your old, most likely higher, salary. To determine your pensionable income, the ABP pension fund will adjust your old salary to the collective salary increases in this collective labour agreement.

9.7 Vitality scheme

The purpose of the vitality scheme is to enable older employees to continue to function healthily and with pleasure until their state pension age. The scheme is open to employees aged 62 and over with an indefinite-term contract. Under the vitality scheme, employees can work 80% of their original working hours while retaining 90% of their last earned salary, with pension accrual continuing at 100% on the basis of their last earned salary. The vitality scheme has a standard character and applies for the term of this CLA. The scheme has been included in Appendix 2.

9.8 Contributions to the NWb O&O Fonds

The contribution to the NWb O&O fonds will amount to no more than 0.2% in this CLA period, based on the 2022 wage and salary bill.

⁹ The pension computation age has been 68 years since 1 January 2018.

10. UNIONS AND PARTICIPATION BODIES

10.1 Contributions to unions

Employers pay an annual contribution of €16 for each employee to the joint unions involved in this CLA. The annual contribution amount is determined by the number of employees employed by the employer on 1 January of that year.

10.2 Leave for union activities

If you are a member of a union involved in this CLA and company interests allow it, you will be granted paid leave on written request from a union to:

- a. participate as a board member or delegate in courses and meetings of the bodies regulated by the unions' charters: for a maximum of 26 days per calendar year;
- b. participate in training courses and continuous professional development meetings provided by the union, insofar as the previous paragraph or the Works Councils Act does not provide for this: for a maximum of five days per calendar year.

10.3 Union announcements

Employers and unions will agree at company level on union communication with employers and on information from unions to new employees during training and induction activities.

10.4 Reorganisation

Employers must inform unions in good time of important changes in the organisation that will affect employees in accordance with Section 25, paragraph 1 under c, d, e and f of the Works Councils Act.

11. ILLNESS AND OCCUPATIONAL DISABILITY

If you are ill and/or incapacitated for work, the statutory provisions of the Dutch Civil Code, the Sickness Benefits Act and the Work and Income (Capacity for Work) Act apply unless otherwise provided in this chapter.

11.1 Employee obligations in event of illness

1. If you are unable to work due to illness, you must inform your employer as soon as possible. You must abide by your employer's sickness regulations.
2. Your employer may stipulate that you can return to work only after they have explicitly given you permission to do so.

11.2 First two years of illness

1. Your salary will be paid in full for the first 26 weeks of illness.
2. From the 27th week until the end of the second year of illness, you will receive 85% of your salary if you are fully incapacitated for work. If you are able to perform some of your duties, the 15% salary reduction will only apply to the part for which you are still incapacitated for work.
3. If you are entitled to an early IVA benefit or if your incapacity for work was caused by an occupational accident, you will also receive your full salary after the first 26 weeks until the end of the second year of illness.
4. Once you resume your work in full, your salary will again be paid in full.
5. You can be reassigned to another position within the first two years of illness or to your own position at a lower salary. In this case, you will be paid the same until the end of the second year as you would have if you had not been reassigned.
6. Successive periods of illness that are non-consecutive and have an intervening period of less than four weeks add up to one consecutive period of illness. If the intervening period is four weeks or more, a new period of illness will start.
7. Your employer may draw up an implementing regulation for the implementation of this article.

11.3 After two years of illness

1. Your employer's obligation to continue paying your salary ends after two years of illness. If you are still incapacitated for work at that time and can no longer perform your own job, you will be reassigned to a suitable position. If reassignment is not possible, your employment will be terminated.
2. If you are less than 35% incapacitated for work, you will remain employed by your employer unless this is not possible because of compelling company interests. Your employment contract and salary will be adjusted to your actual earning capacity. You will receive a salary supplement of 70% of the difference between your last earned and your new salary. Any unemployment benefit will be deducted from the supplement if you work fewer hours.
3. If your employment contract must be terminated because of compelling company interests, you are entitled to one of the following additional benefits:
 - If you are reassigned to a suitable position with another employer, you will receive a supplement to your new salary of up to 90% of your last earned salary. You will receive this supplement for as long as you would have received unemployment benefit or post-statutory benefit if you had been unemployed.
 - If you are fully or partially unemployed, you will receive a supplement to your unemployment benefit or post-statutory benefit or any salary up to 70% of your last earned salary.
4. Compelling company interests always exist if the current workplace and the work cannot in all reasonableness and fairness be adapted in such a way that the incapacitated

employee can continue to perform their duties properly and if no other suitable work is available in the employer's organisation.

11.4 Occupational disability due to occupational accident

1. You will receive a supplement to your IVA invalidity benefit and any occupational disability payments as part of the ABP pension scheme if you have become fully and permanently incapacitated for work as a result of an occupational accident. The supplement will increase your benefit or pension to 90% of your last earned salary.
2. If you have become partially incapacitated for work, you will receive:
 - a. a supplement to your pay-related WGA benefit or post-statutory pay-related WGA benefit of 90% of the difference between your last earned and your new salary if you make full use of your residual earning capacity, or
 - b. a supplement to your pay-related WGA benefit or post-statutory benefit of 80% of the difference between your last earned and your new salary if you do not make full use of your residual earning capacity.
 - c. a supplement to your salary supplement WGA benefit of 90% of the difference between your last earned salary and the salary that you would earn if you make full use of your residual earning capacity.
 - d. a supplement to your WGA follow-up benefit of 75% of your last earned salary multiplied by your level of incapacity to work for no more than ten years after first receiving WGA benefit.
 - e. a supplement to your new salary of up to 90% of your last earned salary if you became less than 35% incapacitated for work because of an occupational accident. This supplement ends if your employment contract is terminated. If there is a loss of hours, any unemployment benefit will be deducted from the supplement.
3. Your employer will reimburse the medical or care costs that it deems necessary but that will remain your responsibility. Your employer may set further rules for this purpose.

11.5 End of continued payment of or supplement to salary

1. The continued payment or supplementation of your salary on the basis of Articles 11.2 through 11.4 ends as of:
 - a. The date on which you are reassigned, other than the situations referred to in Article 11.2, paragraphs 3 and 5 or
 - b. The date on which you no longer meet the conditions or
 - c. The date on which your employment contract ends or
 - d. The date on which you are entitled to receive a state pension or
 - e. The first day of the month following the month in which you die.
2. The loopholes in the reduction of the duration and delay in accrual of the pay-related WGA benefit, which took effect on 1 January 2016, will be closed in accordance with the duration and accrual applicable prior to this date. This will be in accordance with the closing of loopholes in the WW benefit in Article 12.2.

11.6 Overlap with other income

1. Income received under this chapter combined with income from statutory insurance (such as WGA, IVA, WW), any occupational disability payments as part of the ABP pension scheme and/or from work will never total more than your last earned salary.
2. If you have income from work or from your own business, that income will be deducted from the amount to which you are entitled under this chapter unless:
 - a. you already had this income before you became incapacitated for work due to illness; and
 - b. the scope of that work has not increased.

11.7 Indexation and other provisions

1. The amount of the last earned salary will be adjusted, where appropriate, by a general salary change.
2. Your employer will pay for the costs for a second opinion, if required.
3. In the event of dismissal due to incapacity for work, your employer may deviate from the statutory notice periods and terminate your employment contract with a one-month notice period.
4. If your actions cause the WIA benefit to be reduced or fully or partially denied, your employer will still notionally assume a full WIA benefit for determining your supplement to the WIA benefit.
5. If an obligation or sanction is imposed on you by the UWV in respect of your WIA benefit, your employer will adjust your supplement to the WIA or other benefit as much as possible in accordance with the same obligation or sanction.

12. UNEMPLOYMENT

In the event of dismissal, the statutory provisions apply, unless otherwise provided in this chapter.

12.1 General

1. When determining the amount of the supplement to the WW and ZW benefits and the salary supplement pursuant to this chapter, all your income will be taken into account, including any salary you receive in addition to your WW or ZW benefits.
2. If the UWV imposes a temporary or permanent reduction to your WW benefit because, for example, you fail to meet your obligations, the supplement to the WW benefit will lapse pro rata and for the duration of that temporary or permanent reduction by the UWV.
3. You can agree with your employer to surrender your right to the supplement for a lump sum. You will then no longer be entitled to the supplements in this chapter.

12.2 Post-statutory supplement to unemployment benefit

1. The accrual and duration of WW benefits changed in the Act as of 1 January 2016. The change means that you will receive a post-statutory supplement to your WW benefit. The duration of the WW benefit and the post-statutory supplement equal the duration of the WW entitlements as they applied on 31 December 2015. This means that you will remain entitled to the accrual of one month of WW for each year worked up to a maximum of 38 months.
2. You and your employer will not pay a contribution for the post-statutory WW benefit.

12.3 WW supplement exceeding the statutory minimum in event of reorganisation

1. You are entitled to a supplement exceeding the statutory minimum to both your WW benefit and your post-statutory WW benefit if your employer terminates your employment contract because your position ceases to exist following a restructuring, company closure, or reduction of work. This does not apply if other agreements have been made in a social plan or if your employment is terminated for a specific period. The supplement exceeding the statutory minimum applies to both the WW benefit and the post-statutory WW benefit.
2. During the first half of the period in which you receive WW benefit or post-statutory WW benefit, your WW benefit will be supplemented above the statutory entitlement to 90% of the maximised calculation basis and during the second half to 80%. The calculation basis is capped at the maximum pensionable wage as applicable from year to year.
3. After temporary interruption(s) of the WW benefit and the post-statutory supplement, the supplement exceeding the statutory minimum will also be resumed. The supplement exceeding the statutory minimum will be resumed up to the date on which the WW benefit and the post-statutory supplement would have ended at the latest without interruption(s).
4. You are not entitled to the supplement exceeding the statutory minimum if you:
 - a. refuse a reasonable offer of suitable work,
 - b. do not cooperate adequately in finding suitable work,
 - c. agree in writing with your employer that you will not lay claim to the supplement exceeding the statutory minimum to the WW benefit or the post-statutory WW benefit,
 - d. your fixed-term employment contract ends by operation of law,
 - e. you are no longer entitled to WW benefit or post-statutory WW benefit.
5. If the reorganisation is subject to a social plan containing provisions on suitable employment, these will apply in the case of paragraphs 4a and 4b.
6. If you start working for another employer and this requires you to move, you will be entitled to a relocation allowance of €2,269. You will only receive the allowance if this

situation occurs during the period in which you receive WW benefit or post-statutory WW benefit.

12.4 Supplement to sickness benefit (ZW)

1. If you become ill during the period in which you receive WW benefit, the UWV will pay you ZW benefit instead of the WW benefit. If you receive a supplement exceeding the statutory minimum to your WW benefit pursuant Article 12.3 above, your ZW benefit will be supplemented in the same manner exceeding the statutory minimum.
2. If the illness is the result of pregnancy, your ZW benefit will be supplemented to 100% of the maximised calculation basis for the period until the start of the maternity allowance.
3. The supplement will end when the supplement to the WW benefit would also have ended.

12.5 Salary supplement for new employment contract

1. You are entitled to a salary supplement if, during the period in which you are entitled to a supplement exceeding the statutory minimum to the WW benefit pursuant to Article 12.3, you enter employment with another employer at a salary lower than your last earned salary. The salary supplement will bring your new salary up to the capped calculation basis. This basis is based on your last earned salary.
2. If you work fewer hours at your new employer than at your former employer, you will only receive the salary supplement for the hours that you work.
3. You must request the salary supplement from your former employer within four weeks of your first day of work. Your former employer will pay the salary supplement once you have provided them with all the necessary documents (employment contract, payslip, WW documents).
4. Your entitlement to salary supplement will end:
 - a. If you work fewer hours at your new employer and do not receive pay for these reduced working hours. The salary supplement will then only end for the reduced working hours;
 - b. If you lose the right to payment or continued payment of salary in your new employment contract, but that employment contract continues to exist;
 - c. as soon as the salary at your new employer is equal to the calculation basis;
 - d. as soon as the supplement exceeding the statutory minimum to WW benefit or post-statutory WW benefit would have ended.
5. The salary supplement will be resumed within the original duration of the supplement if the reason for termination no longer applies and you meet the other conditions.

12.6 Unemployment after new employment contract

1. You will again be entitled to the supplement exceeding the statutory minimum to WW benefit under Article 12.3 if you have entered the employment of another employer and have become unemployed again before the original end date of your WW benefit or post-statutory WW benefit. The same applies if you are incapacitated for work when your new employment contract ends.
2. The supplement exceeding the statutory minimum is equal to the supplement exceeding the statutory minimum that you would have received if you had not joined the other company.
3. Your entitlement to the supplement exceeding the statutory minimum will end when the original supplement exceeding the statutory minimum to WW benefit or post-statutory WW benefit would have ended.
4. The other provisions of this chapter also apply in this case.

ABBREVIATIONS USED

AAOP	occupational disability payments as part of the ABP pension scheme
ABP	General Pension Fund for employees in the government and education sectors
ATW	Working Hours Act
BW	The Dutch Civil Code
CAO/CLA	collective labour agreement
IVA	Fully Disabled Persons Income Scheme
O&O fonds	Education and Development Fund
UWV	Employee Insurance Agency
WGA	Return to Work (Partially Disabled Persons) Regulations
WIA	Work and Income (Capacity for Work) Act
WW	Unemployment Insurance Act
ZW	Sickness Benefits Act

APPENDIX 1: COMPANIES PARTICIPATING IN THE CLA

The following companies participate in the NWb CLA:

Alliander N.V., Arnhem

Cogas Holding N.V., Almelo

- Coteq Netbeheer B.V.
- Cogas Facilitaire Diensten B.V.

Energie Nederland, The Hague

Enexis Holding N.V., 's-Hertogenbosch

- Enexis Personeel B.V.
-

Fudura B.V., Zwolle

Joulz Diensten B.V., Delft

- Joulz Meetbedrijf B.V.
- Joulz Infradiensten B.V.

N.V. JUVA, Poeldijk

Energie Nederland, The Hague

N.V. RENDO Holding, Meppel

- N.V. RENDO
- RE-FLEX Beheer B.V.
- N-TRA

Stedin Holding N.V., Rotterdam

- Stedin Groep Personeels B.V.
- DNWG Staff B.V.

Volker Energy Solutions B.V., Rotterdam

APPENDIX 2: VITALITY SCHEME

The purpose of the vitality Scheme is to enable older employees to continue to function healthily and with pleasure until their state pension age by reducing the number of working hours. The vitality scheme has a standard character and took effect on 1 May 2019. The vitality scheme was last amended on 1 January 2023.

Participants in this scheme will reduce their working hours by 20% while retaining 90% of their last earned salary, with pension accrual continuing at 100% on the basis of their original working hours and their last earned salary. Participants will receive special leave for the fewer hours worked. The scheme is open to employees aged 62 and over with an indefinite-term contract.

This vitality scheme is designed within the prevailing fiscal and pension conditions.

Article 1 - Definitions

Employer:	The employer as defined in the NWb collective labour agreement.
Employee:	The employee as defined in the NWb collective labour agreement, with the exception of employees with whom the employer has entered into a performance-based contract (Article 2.5 of the NWb CLA) or a contract to which the CLA does not apply.
Participant:	The employee who has agreed in writing with his employer to participate in the vitality scheme.
Salary:	The salary as defined in the NWb collective labour agreement.
Last earned salary:	The salary that applied immediately prior to participation in the vitality scheme plus any individual and permanent salary increases since the effective date of participation.
Actual salary:	That part of the last earned salary that the employee earns while participating in this scheme.
Original working hours:	The working hours agreed immediately prior to participation in this scheme in hours per week.
Actual working hours:	The number or average number of hours worked per week agreed on participating in this scheme.
Pension accrual:	The accrual of pension in accordance with the ABP Pension Regulations.
Committee:	The committee for objections and appeals.

Article 2 - Participation

1. The scheme is open to employees who, at the start of participation, are/have:
 - a. 62 years of age or older;
 - b. an indefinite-term employment contract;
 - c. been employed by the employer for at least one year, and
 - d. not increased the number of working hours in the year prior to joining the scheme.
2. You can only participate as of the 1st day of a calendar month.
3. A request to participate in the scheme must be submitted in writing to the manager at least three months prior to the desired starting date.
4. The manager will consider the request and make a decision no later than one month before the desired starting date.
5. The manager may postpone participation in the scheme for no more than six months or reject the request if there are compelling company interests according to the criteria of the Flexible Work Act. In the event of a rejection, the employee may submit a new

request for participation after six months. In the event of a second rejection, the committee will review the manager's considerations and determine whether the rejection of the request was justified.

6. The employer and employee will agree to participation in the scheme in writing.

Article 3 - Duration of participation

1. You can participate until you reach state pension age or until the date on which your employment contract ends.
2. The participant may, if the employee's personal situation gives reason to do so, submit a one-time request to terminate participation in the scheme and return to the original working hours. In that case, the criteria of the Flexible Work Act apply.
3. If you terminated participation in the scheme early, you cannot re-join at a later date.

Article 4 – Key principles

A. If you joined the vitality scheme before 1 January 2023, the following applies:

1. Participants in the scheme who had original working hours of 40 hours per week when joining will work 20% less and will be granted special leave for those hours. The original working hours will not be adjusted.
2. The actual working hours for participation in the scheme will be 32 hours per week.
3. Participants in the scheme cannot simultaneously make use of the life-course savings scheme or other forms of accumulated leave.
4. Employees with original working hours of between 32 and 40 hours per week may also participate in the scheme. In that case, the actual working hours will also be 32 hours per week and special leave will be granted for the difference.
5. The participant will be paid 50% of their last earned salary for the hours for which they are granted special leave.
6. The participant's pension accrual will be continued based on the last earned salary.
7. Participants in this scheme cannot take age-related leave from the age of 50 in hours (Article 7.3 in NWb CLA) in hours. This will be paid in proportion to their actual working hours when participating in the scheme.

B. If you joined the vitality scheme after 1 January 2023, the following applies:

1. Participants in the scheme will work 20% less than their original working hours and will be granted special leave for those hours. The original working hours will not be adjusted.
2. The actual working hours for participation in the scheme will be 80% of the original working hours per week, rounded to whole hours (for example, 80% of 28 will be 23 hours rather than 22.4). The actual salary percentage will be equal to the percentage corresponding to the actual working hours plus half the difference between the actual working hours and the original working hours. Pension accrual will be continued based on the last earned salary and the original working hours.
3. Participants in the scheme cannot simultaneously make use of the life-course savings scheme or other forms of accumulated leave.
4. The participant will be paid 50% of their last earned salary for the hours for which they are granted special leave.
5. The participant's pension accrual will be continued based on the last earned salary.
6. Participants in this scheme cannot take age-related leave from the age of 50 in hours (Article 7.3 in NWb CLA) and will be paid in proportion to their actual working hours when participating in the scheme.

Article 5 - Terms and conditions of employment

1. The basis for salary-related terms and conditions of employment - such as the Employee Benefits Budget, anniversary bonus and the benefits on termination of employment - is the actual salary.
2. Employment conditions related to working hours - such as statutory leave, accumulated leave and the maximum number of hours of leave that can be purchased - are determined on the basis of the actual working hours.
3. All leave entitlements and entitlements to the Employee Benefits Budget will be recalculated in proportion to the remaining number of months of the calendar year from the date of joining this scheme.

Article 6 - Overtime

Participants who worked full-time before joining the vitality scheme and who work overtime during hours for which they have special leave under the scheme, will receive a cash allowance of 25% of the hourly salary for those hours. Participants who worked part-time before joining the vitality scheme will also receive a cash allowance of 25% of the hourly salary for overtime during the standard working hours¹⁰. An overtime allowance will apply for overtime above the standard working hours. This consists of compensation in time for the duration of the overtime and an overtime allowance of 50% on weekdays or 100% on Saturdays, Sundays and holidays.

Article 7 - On-call and breakdown shift

The employer and the participant will arrange the on-call and breakdown shift in mutual consultation. The basic principle will be that the hours for which special leave has been granted under the scheme can be taken at another time. Participants in the vitality scheme will receive compensation for on-call and breakdown shifts as regulated in the company-specific CLA. Working during an on-call and and breakdown shift is considered overtime. The compensation for overtime consists of compensation in time for the duration of the overtime and an overtime allowance of 50% on weekdays or 100% on Saturdays, Sundays and holidays.

Article 8 - Pension

1. The participant's pension accrual will be continued based on the last earned salary and the original working hours.
2. The pension premium will be paid and will be deducted from the employee's salary in accordance with the allocation key laid down in the ABP pension regulations.

Article 9 - Working hours and work activities

The actual working hours and activities will be determined in consultation between the participant and the manager.

Article 10 - Illness and occupational disability

1. Participants who are ill or incapacitated for work for more than 26 consecutive weeks may withhold participation in the vitality scheme.
2. Once the employee has fully recovered on the basis of the original working hours, participation in the vitality scheme will be resumed.

Article 11 - Redundancy

Participation in the vitality scheme will end if an employee becomes redundant.

Article 12 - Ancillary activities

¹⁰ The standard working hours is defined as follows in the NWb CLA: The 8 hours normally worked in a standard working day, unless more hours per day apply by virtue of a schedule or individual schedule.

1. The provisions of the NWb collective labour agreement on ancillary activities apply in full.
2. For the hours for which special leave has been granted under this scheme, the employee may not perform any other new paid work.

Article 13 - Unforeseen circumstances

In situations not covered by this scheme, the employer and employee will come to a mutually agreed suitable solution.

Article 14 - Legislation and regulations

If there are parts of this scheme in conflict with tax, pension or other legislation and regulations, the latter will prevail.

Article 15 - Evaluation

1. CLA parties conducted two evaluations in 2020. Based on these evaluations, the vitality scheme has been continued for the term of this CLA with one adjustment: as of 1 January 2023, part-timers can also participate in the Vitality Scheme, regardless of the length of their working week (Article 4).
2. Current participants in the scheme can continue this scheme under existing conditions if the scheme were to change or cease to exist.

Article 16 - Term

The vitality scheme will run from 1 January 2023 to 1 January 2024.

Article 17 - Hardship clause¹¹

In cases where putting the vitality scheme to full use leads to an unfair or unreasonable situation for an individual employee, the employer will deviate from the provisions of the vitality scheme in favour of the employee. People other than this individual employee cannot derive any rights from such a deviation.

Article 18 - Objections and appeals

1. A sectoral committee for objections and appeals will be established.
2. The committee will consist of five members: two members and their deputies (if any) will be appointed by WENB, one member and their deputy (if any) by each of the unions CNV and FNV. The CLA parties will appoint an independent chairman in joint consultation.
3. Employees can turn to the committee if:
 - a. they disagree with the way this scheme has been used;
 - b. the manager again refused a second request for participation as referred to in Article 2, paragraph 5;
 - c. the employer and employee disagree on how the hardship clause is used.
4. The decision of the committee is binding. This does not affect the option of submitting a dispute to the civil court.
5. The committee shall draw up rules of procedure.

¹¹ The procedure for making use of the hardship clause is as follows:

- The employee makes an appeal based on the hardship clause to the employer;
- Employer makes a decision;
- If the employee disagrees with the employer's decision, the employee can turn to the committee for objections and appeals;
- The decision of the committee for objections and appeals is binding.
- If the employee disagrees with the decision of the committee for objections and appeals, the employee can turn to the court.

APPENDIX 3: SECTORAL FRAMEWORKS FOR USING THE TEMPORARY RVU (EARLY RETIREMENT SCHEME) AS A MADE-TO-MEASURE SOLUTION

The employer may use this tool for individual employees if they are both of the opinion that:

- a. demotion or taking on another position is considered undesirable for the employer as well as the employee. This may be the case, for example, if the difference in level between the current job and the other position is too great (difference of two or more scales) or if it has been established by a labour expert that the employee is unable to learn the skills required for the other job within a reasonable period (six months), and
- b. the employee has been caught in a negative spiral despite, for example, a modified position. This negative spiral can be caused by several factors related to both changing working conditions and the physical and mental condition of the employee. Alternative solutions have demonstrably had no effect on halting this negative spiral. For example, if there is a combination of factors such as dysfunction, absenteeism, changing work and inability to keep up with developments, and
- c. the employee is not sufficiently employable and/or does not have the working capacity to work until their state pension age. To determine whether this is the case, advice from the occupational health physician and/or labour expert may be sought. For example, if the limitations of the employee are such that the employee will also be seriously hindered by this in another position and cannot be productive enough.

A procedure will be drawn up at company level regarding the way in which a decision will be made on the use of the RVU exemption in an individual situation. This procedure must always include:

- a. the requirement that the employee and the manager discuss this together,
- b. a review of the alternatives that were tried for the employee and why they did not work,
- c. which officials (including tax specialists) were involved in reaching a decision on whether or not to apply the temporary exemption,
- d. the requirement that employees are informed of the consequences of the temporary RVU exemption.

Good communication is essential in discussions with an employee about an individual RVU. This ensures that the employee is aware of the consequences of participating in the RVU: no unemployment benefit, no further pension accrual and no coverage of the partner's pension on a risk basis for the period from the time of early retirement and the start of the pension.

APPENDIX 4: GENERAL PROCEDURE AGREEMENTS

1. Salary scales for employees with poor job prospects

The company-specific CLA will include salary scales for employees with poor job prospects to enable advancement to 120% of the minimum wage.

2. Trade union consultants

Parties have decided to deploy trade union consultants in the sector.