

CLA

Banks

1 January 2022
1 January 2023

CLA Banks

Collective labour agreement (CLA)
for the period from 1 January 2022 to 1 January 2023

Parties to this CLA

Werkgeversvereniging Banken (Employers' Association for Banks)
hereafter 'WVB'
party on the one side

and

CNV Vakmensen
De Unie
hereafter 'the trade unions'
jointly party on the other side

have agreed the following CLA on 2 March 2022
for the period from 1 January 2022 to 1 January 2023.

Werkgeversvereniging Banken, registered in Amsterdam
Theo de Weert, Chairman
Alle de Vries, Treasurer/Secretary

CNV Vakmensen, registered in Utrecht
Klazina Tulner, Director
Piet Fortuin, Chairman

De Unie, registered in Culemborg
Inge de Vries, Director
Reinier Castelein, Chairman

Participating banks and financial institutions

(on the effective date of the CLA)

Argenta Spaarbank NV, Bijkantoor Nederland
Banque Chaabi du Maroc S.A.
BNG Bank
CACEIS Bank, Netherlands Branch
Citibank Europe plc, Netherlands Branch
Commerzbank AG, Amsterdam Branch
Demir-Halk Bank (Nederland) N.V.
Deutsche Bank AG, Amsterdam Branch
DSI
GarantiBank International N.V.
Intesa Sanpaolo S.p.A, Amsterdam Branch
Isbank AG, Amsterdam Branch
J.P. Morgan SE, Amsterdam Branch
KEB Hana Bank, Amsterdam Branch
KBC Bank N.V. Nederland
Mizuho Bank Europe N.V.
MUFG Bank (Europe) N.V.
Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V. (FMO)
Norinchukin Bank Europe N.V.
NWB Bank
SG Amsterdam, full branche of Société Générale S.A.
Triodos Bank N.V.
Triodos Investment Management B.V.
Yapi Kredi Bank Nederland N.V.

Interim registrations will be published on www.caobanken.nl.

Foreword

Banks operate in a market that is rapidly changing as a result of technological developments and digitalisation. The BigTechs and also Fintech start-ups are driving innovation. Cost-income ratios are under pressure, and there is a continuing reduction of personnel in the sector. Traditional jobs are disappearing, and there is an increasing need for scarce IT talent to shape the banks' transition. Heavy regulatory pressure on the banks means that highly educated specialists are required in areas including reporting, control & risk, HR, compliance and audit. The banks are working closely with various stakeholders to contribute to big social issues such as combating financial crime, climate change and encouraging diversity and inclusion. The world has been in an exceptional situation since the beginning of 2020 as a result of the Covid-19 pandemic. The banks have actively contributed to the formulation and provision of measures to offer economic support.

The many radical changes at the banks and in the wider world mean that the outlook for work in the future is uncertain. With regard to the impact on work, the banks are at the forefront in the introduction of large-scale structural changes in working practices, with a focus on employee flexibility, vitality and engagement. Managers and employees are together looking for the most suitable working practices.

For employees, it is important to take the initiative and make personal choices that contribute to their labour market mobility in general, inside and outside their own organisation. For managers, it is important to encourage employees and facilitate the development of their talent, with attention to an inclusive culture in which everyone can participate and be themselves. This requires a continuous dialogue between managers and employees. A good balance in the diversity of employment relationships is also important.

The employees participating in the CLA Banks are diverse, and roughly two thirds of them work for a head office located outside the Netherlands. The CLA Banks provides a framework that reflects market conditions and allows for this diversity, and also offers room for specific employer agreements.

Werkgeversvereniging Banken (Employers' Association for Banks)
CNV Vakmensen
De Unie

Table of Contents

1	General provisions	12
1.1	Parties	12
1.2	Name	12
1.3	Remaining in effect	12
1.4	Character	12
1.5	Term	12
1.6	Scope	13
1.7	Employment benefits à la carte system	13
1.8	Dispensation	13
1.9	Changes to legislation	14
1.10	Study arrangements	14
2	Definitions	15
3	General obligations of the employer and employee	19
3.1	No provisions may contravene this CLA	19
3.2	Making the CLA available	19
3.3	Performing other work on a temporary basis	19
3.4	Prohibition of additional activities	20
3.5	Confidentiality	20
3.6	Rules of conduct in the event of illness or incapacity for work	20
4	Sustainable employability and development	21
4.1	Sustainable employability	21
4.2	The importance of sustainable employability	21
4.3	Collective responsibility	21
4.4	Policy development	22
4.5	The personal development interview	22
4.6	Entitlement to training	23
4.7	Time needed and costs of training	23
4.8	Other types of development	24
4.9	Personal strength and value in the labour market	24
4.10	Vitality leave and the 80-80-100 scheme	25
4.11	Informal care	25

5 Commencement of employment and termination of employment 26

- 5.1 Content of the employment contract 26
- 5.2 Permanent and fixed term 26
- 5.3 Probation 27
- 5.4 Competition clause 27
- 5.5 Suspension from duties as a disciplinary measure 27
- 5.6 Notice periods 27
- 5.7 Termination of employment contract on becoming eligible for old-age state pension 28
- 5.8 Partial incapacity for work and termination of the employment contract 28

6 Job and remuneration 29

- 6.1 Job grading 29
- 6.2 Recognised systems 29
- 6.3 Salary system 29
- 6.4 Employers without a company salary system 30
- 6.5 Employers with a company salary system 30
- 6.6 Adjusting the company salary system 31
- 6.7 Structural income adjustment 31
- 6.8 Salary scales 32
- 6.9 Gross minimum (youth) wage 36
- 6.10 Assignment to pay scale 36
- 6.11 Assignment to pay scale in the training phase 36
- 6.12 Evaluation system 36
- 6.13 Salary growth based on appraisal at employers without a company salary system 37
- 6.14 Salary growth based on appraisal at employers with a company salary system 38
- 6.15 Performance-related allowance 38
- 6.16 Promotion 39
- 6.17 Job downgrading 40
- 6.18 Deputation and compensation 41

7 Working hours, hours of work and overtime 42

- 7.1 Standard working hours 42
- 7.2 Longer working hours in the interest of the company 42
- 7.3 Change to working hours 42
- 7.4 Adjusting the working hours for older employees: 80-80-100 scheme 43
- 7.5 Usual hours of work and working on Saturday 44
- 7.6 Individualised working days and hours of work 44
- 7.7 Variable hours of work 45
- 7.8 Time and Place Independent Working (TPIW) 45
- 7.9 What is overtime? 46
- 7.10 Overtime arrangements 46
- 7.11 Allowance for overtime 47
- 7.12 Maximum amount of overtime per quarter 47
- 7.13 Meals and breaks for meals when working overtime 47

8 Holiday, vitality and other leave schemes 48

- 8.1 Holiday hours 48
- 8.2 Granting in time off and/or money 48
- 8.3 Requesting and taking holiday 48
- 8.4 Holiday and incapacity for work 49
- 8.4.1 Incapacity for work before going on holiday 49
- 8.4.2 Incapacity for work while on holiday 49
- 8.5 Buying and selling holiday hours 49
- 8.6 Vitality leave scheme 50
- 8.7 Procedure for requesting vitality leave 51
- 8.8 Limiting the use of vitality leave taken in a year 52
- 8.9 Vitality leave and terminating the employment contract 52
- 8.10 Vitality budget for employers with no more than 10 employees 52
- 8.11 Public holidays 53
- 8.12 Statutory leave schemes 53
- 8.13 Adoption leave 53
- 8.14 Birth leave after partner gives birth 54
- 8.15 Parental leave 54
- 8.16 Short-term care leave 55
- 8.17 Special leave 55
- 8.18 Age-related leave 53
- 8.19 Trade union leave 55
- 8.20 Pre-retirement leave 56
- 8.21 Unpaid leave 56

9	Supplements	57
9.1	Holiday allowance	57
9.2	13th month	57
9.3	Saturday allowance	58
9.4	Allowance for overtime	58
9.5	Individual allowance	59
9.6	Labour market allowance	59

10	Provisions	60
10.1	Payments over and above the statutory minimum in the first two years of occupational disability	60
10.2	Special situations after the first two years of occupational disability	61
10.2.1	Discussing the reintegration efforts after the end of the second year	61
10.2.2	No statutory incapacity for work benefit (WIA) in connection with a penalty imposed on the employer	61
10.3	Supplementary payments from the third year onwards in case of an occupational disability of 80% or more	61
10.4	Supplementary payments from the third year onwards in case of an occupational disability of less than 35% and for beneficiaries under the WGA scheme	62
10.5	Supplementary payments to employees reintegrated at another employer	63
10.6	Death benefit	63
10.7	Commuting expenses	64
10.8	Health insurance	64
10.9	WGA shortfall and supplementary WGA/IVA benefits	64
10.10	Union contribution	65

11	Supplementary	66
11.1	Pension protocol 2006	66
11.2	Participation in the Pension Protocol 2006	66
11.3	Pension types	66
11.4	Definitions and standards	66
11.5	Final pay scheme	67
11.6	Indexed average pay scheme	67
11.7	CDC scheme	68
11.8	Individual DC scheme	68
11.9	Division of wage bill for contribution division of pension costs	69
11.10	Division of pension costs	69
11.11	Part-time pension	70
11.12	Supplement scheme for pension entitlements (active employees)	70
11.13	Supplement scheme for non-contributory entitlements (dormant rights) and pensions in payment	70
11.14	Pension accrual in the first two years of occupational disability	70
11.15	Pension accrual after the first two years of occupational disability	70
11.16	Supplementary pension provision possibilities	71
11.17	Changes in legislation	71
11.18	Early Retirement Scheme (RVU Scheme)	72

12	Position of trade unions and employment	73
12.1	Trade union facilities	73
12.2	Protecting trade union representatives	73
12.3	Employer's trade union contribution	74
12.4	Employment development opportunities	74
12.5	Diversity	74
12.6	Temporary personnel	75
12.7	Financing the third year of unemployment	75
12.8	Information relating to reorganisations	76
12.9	Confidentiality	76
12.10	Social plan	76
12.11	Consultation	77
12.12	Outplacement	77
12.13	Re-employment periods in the event of reorganisation	78

Appendices	79	
1	Matrix showing the remuneration and salary components	80
2	Shift arrangements	84

1 General provisions

1.1 Parties

This CLA has been concluded between the WVB on the one side and the trade unions as joint party on the other side.

1.2 Name

The CLA was first concluded on 1 January 2014. It applies to the contracting parties as a direct successor of the General Bank CLA and is referred to as 'CLA Banks'.

1.3 Remaining in effect

Rights arising from provisions of previous CLAs (General Bank CLA or CLA Banks) will expire on the entering into force of this CLA. Instead, the rights arising from the provisions of this CLA will apply.

1.4 Character

Due to the considerable diversity among banks and financial institutions within the sector, this CLA has through the years developed into a framework CLA. Many of the CLA provisions provide a framework within which specific arrangements can be made by the bank or institution at company level. A number of provisions also state either a minimum requirement or a standard. The character of a provision can be seen from the text.

1.5 Term

This CLA applies from 1 January 2022 to 1 January 2023 and will be automatically extended on each occasion for one year, unless at least one party has given written notice of termination of this CLA not less than three months prior to the end of the term.

1.6 Scope

The WVB concludes this CLA with the trade unions on behalf of its affiliated banks and institutions. The banks and institutions are directly bound by this CLA.

If new members of the WVB are admitted to this CLA in the interim, the WVB shall inform the trade unions accordingly.

The CLA applies to *employees* as defined in the CLA.

1.7 Employment benefits à la carte system

Participating *employees* may develop an employment benefits à la carte system in consultation with the *employee representation*. An employment benefits à la carte system enables the exchange of sources (such as salary elements and free time) for certain purposes (such as payments, benefits in kind and/or free time). Employment benefits arranged in this CLA may be included.

1.8 Dispensation

If an *employer* requests the CLA parties for exemption from the application of particular provisions in this CLA, these parties may decide this in collective consultation. The *employer* submitting a request for dispensation to the CLA parties shall send a copy of this to the *employee representation*. The *employee representation* also receive a copy of the decision of the CLA parties regarding the request from the *employer*.

Dispensation may also be requested for deviation from this CLA for a group of *employees* at the *employer*.

In its request for dispensation, the *employer* should state the nature of its proposed deviation from the provisions of the CLA. Proposed amendments to deviating arrangements due to a dispensation must be submitted to the CLA parties.

1.9 **Changes to legislation**

If during the term of this CLA new legislation or regulations enter into force that affects the provisions of this CLA, the CLA parties will consult on the need for interim adjustment. The aim shall be that the current agreements remain in force during the term of the CLA as far as possible, or that an agreement is replaced by a different agreement.

1.10 **Study arrangements**

During the term of the CLA, parties to the CLA have made the following study arrangements:

- Leave saving: the parties to the CLA have agreed on a study into the possibility and desirability of saving leave. The parties to the CLA will look into whether the framework of the CLA Banks lends itself to a future CLA agreement on this subject, what design options are available and the impact on implementation. It will also be assessed whether leave saving can effectively contribute to the further growth and reduction of accrued leave entitlement.
- Informal care support: combining work and care tasks can be demanding for an *informal carer*, affecting the *employee's* vitality and work-life balance. The parties to the CLA believe it is important for *long-term carers* to be supported in their care-providing tasks and will conduct a joint study in 2022 into possible parties who can be deployed for informal care support and bring this to the attention of *employers*.
- Career switch scheme: the parties to the CLA believe it is important for *employees* to be able to change careers, even if they are not affected by a reorganisation. A career switch increases the *employee's* individual employability and contributes in a broader sense to mobility in the labour market. The parties to the CLA have agreed to conduct a joint study during the term of the Banks CLA 2022 to establish whether a structural career switch scheme is desirable and, if so, in what form.

2 Definitions

Definitions in this CLA are shown in italics.

Annual income *)

Your annual salary including any Saturday allowance, labour market-related allowance and/or individual allowance.

Annual salary *)

Your individual job salary plus the holiday allowance, thirteenth month and any performance-related allowance, shift allowance and/or adjustment allowance.

Contact address of CLA parties

c/o Werkgeversvereniging Banken (Employers' Organisation for Banks)
Visiting address: Gustav Mahlerplein 29-35, 1082 MS Amsterdam
Correspondence address: PO Box 7400, 1007 JK Amsterdam, the Netherlands.

Employee

The person who has concluded an employment contract with the employer and is based in the Netherlands and is assigned to one of the salary scales 3 to 15 in accordance with the salary tables in this CLA (article 6.8). A director of a bank, a senior officer that is directly involved in determining company policy and/or an officer assigned in a scale higher than CLA level/scale 15 is not an employee for the purpose of this CLA. A holiday worker is not an employee for the purpose of this CLA.

In this CLA the employee will, wherever possible, be addressed as 'you' and where 'he' is used this must also be understood to mean 'she'.

Employee Representation

All employee representation that has its basis in the Works Councils Act, such as the works council, staff meeting or staff representation.

Employer

The bank or financial institution, as mentioned in the list of 'Participating banks and financial institutions' published on www.caobanken.nl.

Generally recognised public holidays

New Year's Day, Easter Sunday and Easter Monday, King's Day, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day.

Holiday staff

Pupils, students and other persons following a study course, who in conjunction with their study temporarily perform work during their institution's (summer) holiday and do not subsequently perform work in the service of the employer.

Hourly wage *)

Your individual job salary divided by 52 times the agreed weekly working hours.

Individual job salary *)

The job salary applicable to you on an annual basis in proportion to the agreed working hours including any salary exceeding grade maximum assigned to an employee, supplemented by a fixed allowance in case of conversion of the appraisal allowance in accordance with article 6.4.

Individual monthly job salary *)

Your individual job salary divided by 12.

Informal carer

The person that gives unpaid care for a chronically ill, disabled or frail parent, child or other family member, friend or neighbour, because of a personal relationship with that person. The care they give is long-lasting, intensive, and, depending on the requirement of the need for care. This care transcends the ordinary care of people in terms of duration, intensity or heaviness.

Job salary *)

The job salary applicable to you on an annual basis for your salary scale and the number of years in the position on the basis of which you are paid.

Monthly income *)

Your annual income divided by 12.

Monthly job salary *)

Your job salary divided by 12.

Monthly salary *)

Your annual salary divided by 12.

Partner

The spouse/registered partner of the employee, or the person with whom the employee cohabits and runs a joint household with but is not married to, unless this is a person with whom consanguinity in the first or second degree exists. A joint household exists when two unmarried or unregistered persons have their principal residence in the same dwelling and show to take care of each other by contributing to the costs of the household or care for each other in some other way.

Social insurance wage (SV wage)

The maximum (gross) amount for the calculation of benefit under the Dutch Work and Income (Capacity for Work) Act (Wet Werk en Inkomen naar Arbeidsvermogen, or WIA (see Section 13 WIA and Section 17(1) of the Social Insurance (Funding) Act (Wet financiering sociale verzekeringen)).

Standard working hours

36 hours on average per week.

Temporary staff

A person carrying out work at the employer without being an employee as defined in this CLA and who, other than on the basis of an assignment contract with the employer or a contract for services concluded by the employer with a third party, performs work at the employer on a temporary basis. Holiday staff and students who during their education act as interns, graduate or for other reasons perform temporary work at the employer in the context of their study, are not temporary staff for the purpose of this CLA.

Working hours

The weekly working hours agreed with you.

^{*)} Annex 1 contains a list of income components

3 General obligations of the employer and employee

Obligations of the employer

3.1 No provisions may contravene this CLA

An employment contract concluded between you and your *employer* may not, under penalty of annulment, contain provisions contravening this CLA, unless the provision in the CLA lays down minimum rules and the provision in the individual employment contract deviates from these in a favourable sense for you.

3.2 Making the CLA available

When you enter into employment or after amendments to this CLA your *employer* will make available to you:

- a copy of this CLA;
- a copy of the supplementary general rules and the employment benefits applying to you at your *employer*.

'Making available' is also understood to mean the possibility for employees to inform themselves via electronic resources of the provisions of this CLA and of internal regulations at your *employer*.

Employees' obligations

3.3 Performing other work on a temporary basis

If your *employer* considers it necessary, your *employer* can charge you temporarily with work other than your regular daily work, to the extent this can be reasonably expected of you. You will keep your *monthly income*.

3.4 **Prohibition of additional activities**

Without prior written approval from the *employer*, you may not work for other *employers*, do business for your own account or act as an agent for others.

Approval will not be withheld, unless the *employer* can demonstrate that this could be detrimental or give rise to a conflict of interests.

3.5 **Confidentiality**

You will ensure confidentiality with respect to information regarding your *employer's* business, insofar as this does not obstruct the legal obligation to divulge information.

3.6 **Rules of conduct in the event of illness or incapacity for work**

If you are ill or incapacitated for work you must report this according to the rules applying at your *employer*. In addition, you should adhere to the applicable statutory rules.

4 Sustainable employability and development

Sustainable employability

4.1 **Sustainable employability** *)

Sustainable employability is defined as the ability and the will to perform current and future work in a productive, healthy and enjoyable way. Sustainable employability is therefore influenced by health and vitality, being and remaining qualified for the job, intrinsic motivation and adaptability.

4.2 **The importance of sustainable employability**

The CLA parties undertake expressly to bring this chapter to the attention of the *employers* and to support them in the proper execution thereof.

4.3 **Collective responsibility**

Well qualified and highly employable *employees* are a collective responsibility of both *employers* and *employees*. The *employer* provides the framework and the facilities, the *employee* takes the initiative and ensures their own sustainable employability by making use of the facilities provided. A proactive attitude by *employees* is essential for people to be able to develop along with the changes in the banking sector. Changes in personal circumstances may also affect sustainable employability. For instance, it could be the case that you are an *informal caregiver*. It could be important for you to discuss this with your manager.

* CLA parties use the definition of Van Vuuren, T. (2011). Vitality Management: You don't have to be sick to get better. Oration, Open University, Heerlen.

4.4 **Policy development**

Each *employer* develops and reviews its policy with respect to sustainable employability together with the *employee representation*. The important principle here is the *employee's* right to opportunities for personal development. In this policy, the *employer* pays extra attention to the development of and career guidance for the older *employee*.

In 2022, each *employer* will deliver an updated vitality plan that zooms explicitly in on vitality in relation to the topicality of time and place independent working. This CLA agreement can be seen as a follow-up to the vitality plans drawn up in 2019, which focused on the three pillars: 'fit for life', 'fit for the job' and 'fit for the future'. Recently, a fourth challenge was added by the large-scale change in the way we work, triggered by the Covid-19 pandemic. *Employers* have introduced numerous initiatives to maintain *employee* vitality during the period of widespread working from home. The CLA parties believe it is important that this focus continues and that *employers* continue to exchange ideas, now that changes in time and place independent working are becoming more permanent. In an updated vitality plan, *employers* should describe how *employees* are encouraged and facilitated to work on the physical and mental vitality during extensive working from home with the increase in the digitalisation of their work. Attention needs to be devoted here to both policy principles and practical activities and initiatives.

Development

4.5 **The personal development interview**

The *employer* and the *employee* together consult with respect to the employee's specific development targets and activities that contribute to the *employee's* sustainable employability. Such an interview takes place at least once a year. In the interview, your manager will inform you of any changing circumstances at the *employer* and what effect these are expected to have on the *employee's* work. As the changing working environment could require a different set of skills and

competencies. The discussion also includes consideration of the vitality and adaptability of the *employee* and the workload. The *employee* can also discuss changes to their personal situation or their desire for a career switch. In the interest of their development, the *employee* will be expressly invited to make this known.

Training and development

4.6 **Entitlement to training**

The *employee* is entitled to training in order to achieve the desired development and develops initiatives to that end. The *employer* supports the *employee* in taking his responsibility and ensures that the *employee* is actually able to follow the required training. The *employer* takes account of the possibilities and wishes of the *employee* with regard to their current and future performance.

4.7 **Time needed and costs of training.**

The following principles apply with respect to the time needed for and costs of training:

- Training necessary for the direct performance of your current job or in consultation with the *employer* for your next internal job takes place during working hours. The costs of this are paid in full by the *employer*.
- Training followed in anticipation of expected developments and necessary for continued employability of the *employee* in the labour market normally takes place half during your free time and half during working hours. After consultation with the *employee*, the *employer* makes an agreement with the *employee* regarding any reimbursement of costs.
- If your job becomes redundant due to a reorganisation, the costs of training for a different job are for the account of the *employer* and the training will be followed during work time as far as possible.

In consultation with the *employee representation*, the *employer* can make a group or individual budget available for training needed for sustainable employability in the labour market. The *employer* will set guidelines with respect to the spending purpose. With respect to reimbursement of costs, the principle is that training will be fully reimbursed if it is necessary for the direct performance of your current job or, in consultation with the *employer*, your next internal job or for another job as a result of a reorganisation.

Other types of development

4.8 Other types of personal development

Gaining new experiences can increase the insight into what the *employee* would like to do and is able to do. Therefore, the possibility of gaining other experiences, for example by means of internal job rotation, a traineeship or working on projects, can also be discussed in a personal development interview.

4.9 Personal strength and value in the labour market

It is important that the *employee* has insight into their personal strengths and value in the labour market. This enables them to focus on and give substance to their actual development. After consultation with the *employer*, the *employee* may, in order to obtain further insight into their development potential, have a scan made of their vitality or value in the labour market at the expense of the *employer*. This can take the form of a career scan, a vitality scan or a labour market value scan. If applicable at the *employer*, the costs may be reimbursed from a collective or individual budget. The *employee* may in principle choose the agency that carries out the scan. An agency may also be chosen that is affiliated to one of the trade unions that are party to this CLA.

4.10 Vitality leave and the 80-80-100 scheme

The *employee* may make use of the vitality leave scheme. The objective of the vitality leave scheme is to promote physical and mental health. Parties to the CLA expect that this will have a positive effect on your sustainable employability. This CLA offers an alternative choice for the more senior *employee* in the form of the 80-80-100 scheme. Both possibilities are described in detail in the CLA in Article 7.4 (80-80-100 scheme) and in Article 8.6 to 8.10 (vitality leave).

4.11 Informal care

There is an increasing need for *informal carers* these days. The provisions for emergency leave and short and long term care leave in Article 8.12 therefore also apply to *informal carers*. In addition, as an *informal carer*, you can make use of the additional provision in Article 8.16. This is subject to the condition that you have previously informed your manager that you are an *informal carer*.

5 Commencement of employment and termination of employment

Commencement of employment

5.1 Content of the employment contract

When you enter the service of your *employer*, you will receive written confirmation of this, stating:

- a the date the employment contract was entered into and the date employment commences;
- b the number of agreed *working hours*;
- c in case of a probationary period, the length thereof;
- d in case of a fixed term employment contract: that employment will cover a temporary period and the duration of employment, either by indicating the term or by specifying the terminable duties for which employment was entered into;
- e the job group in which your job is classified;
- f a brief job description;
- g the salary scale applicable to you;
- h when applicable, the job year assigned to you;
- i the *individual job salary* allocated to you;
- j admittance or non-admittance to the pension scheme;
- k whether you are bound to a non-competition clause and the content of this clause;
- l the applicability of this CLA and subsequent CLAs.

5.2 Permanent and fixed term

The principle is that structural work is performed by *employees* in the service of the *employer*.

One or more employment contracts for a fixed term may be a prelude to a subsequent permanent employment contract. A fixed-term employment contract may also be concluded with respect to project activities or replacement in case of illness.

On concluding and renewing fixed term employment contracts, your *employer* will apply the statutory rules (Section 7:668 and 7:668a of the Dutch Civil Code, or 'DCC'). In deviation from Section 7:668a paragraph 1(a) DCC, if the total duration of multiple employment contracts exceeds a period of three years, the most recent contract will automatically be a permanent contract.

If your fixed term employment contract is continued for an indefinite period of time, the duration of the previous fixed term employment contract counts when determining the total number of years you have been employed.

5.3 Probation

Except for an employment contract with a duration of up to six months, a probationary period of up to two months may be agreed. The term of the employment contract does not affect this.

During the probationary period, either you or your *employer* may terminate the employment contract without notice and/or without a notice period.

5.4 Competition clause

Your employment contract will not contain a non-competition clause as referred to in Section 7: 653 of the Dutch Civil Code, unless this is necessary due to the nature of the work or local circumstances.

5.5 Suspension from duties as a disciplinary measure

If you violate internal rules or regulations of your *employer*, your *employer* may suspend you for up to seven working days.

Termination of employment

5.6 Notice periods

Your employment contract should be terminated with effect from the end of the month.

Your notice period is one month. The notice period for your *employer* is two months and is not related to the length of your employment (Section 7:672 (6) DCC).

Your *employer* may agree a longer notice period for you in your employment contract. In this case, the same notice period applies for your *employer* as for you, the above as provided for in Section 7:672 (8) DCC.

5.7 **Termination of employment contract on becoming eligible for old-age state pension**

Your permanent employment contract terminates by operation of law no later than the day preceding the day on which you become eligible for an old-age state pension (AOW).

5.8 **Partial incapacity for work and termination of the employment contract**

In case of partial occupational disability, your *employer* will make its best effort to continue your employment for the part you are able to work and the part you are unable to work, with the purpose of creating optimal reintegration efforts.

6 Job and remuneration

Job grading

6.1 **Job grading**

Each *employer* uses a system of job grading recognised by the CLA parties in which jobs are divided into job groups. Your *employer* publishes the system in use at its organisation in such a way that it is available to all *employees*.

A salary scale is assigned to each job group with a minimum and a maximum salary in conformity with Article 6.8.

6.2 **Recognised systems**

The recognised systems for job grading are Basys and Hay.

The classification of the jobs in the different job groups, as described in Article 6.8, is based on the job grading in accordance with Basys. Your job has been or will be classified in one of the job groups.

Your *employer* is however free to use a different method for job grading providing the method can be correlated to one of the above-mentioned systems for job grading. The CLA parties test this and establish whether this provision is met.

Salary system and salary

6.3 **Salary system**

Each *employer* must have a salary system. In this, your *employer* can choose between maintaining a company system or the model salary system in accordance with this CLA (see Article 6.8). Your *employer* publishes the system in use at its organisation in such a way that it is available to all *employees*.

6.4 **Employers without a company salary system**

Employers that do not choose to use a company system have to apply the salary scales in Article 6.8 in accordance with salary tables 1a and 2a.

Employers may choose to convert the appraisal allowance described in Article 6.15 into fixed salary. The conversion can be made by an increase of the *job salaries* of the *employees* and the salary scales by 7.5%. In this case, the *employer* adjusts the salary scales and *job salaries* according to the salary tables 1b and 2b in Article 6.8.

The *employer* may also decide to convert the appraisal allowance into fixed salary by allocation of a fixed allowance of 7.5% of the *job salary* for all *employees*, which is part of the *individual job salary* of the *employee*. In this case, the *employer* continues to apply the salary tables 1a and 2a in Article 6.8.

6.5 **Employers with a company salary system**

Employers can compose their own salary scales with the approval of the *employee representation* or the trade unions. The minimum and maximum amounts in your *employer's* salary table may never be lower than the corresponding amounts in the salary tables in Article 6.8.

With the approval of the *employee representation*, the *employer* with a company salary system will determine how the following matters are dealt with:

- performance-related allowance;
- promotion;
- job downgrading as a result of reorganisation, review of the job grading or remuneration system or as a result of performance;
- job downgrading at own request;
- assignment to pay scale in the training phase;
- deputation.

6.6 **Adjusting the company salary system**

Employers using salary scale amounts that are higher than the amounts in the salary tables in Article 6. may adjust their salary scales in the light of the social context and in consultation with the *employee representation*. If the *employee representation* so chooses, this consultation can also take place with the trade unions.

The following applies during the transition to the new scales:

- if you are classified in a lower salary scale as a result of applying the new salary scales, you will be given a) the guarantee that you will not lose out on *individual job salary* and b) a prospective guarantee of three increments from your previous salary scale as far as there was room to do so in that scale.
- Your *individual job salary* can rise as soon as the new salary scale allows for this.
- An *employer* can make further arrangements for a prospective guarantee for its entire workforce, for one or more groups or for individual cases.

If your individual allowances and guarantees are not included in your *individual job salary* they will not be included in this scheme.

6.7 **Structural income adjustment**

The salary scale amounts and *job salaries* of the *employees* will be increased from 1 March by 2.5% in accordance with the salary tables in Article 6.8.

6.8 Salary scales

Table 1a Salary scale amounts (gross based on 12 months) at 1 January 2022 based on a 36-hour working week.

Salary scale	3	4	5	6	7	
Job starting salary				24,358.85	27,280.07	
Job year	1			25,203.01	28,226.07	
	2		23,334.83	26,043.16	29,172.68	
	3		24,085.62	26,886.73	30,119.31	
	4	22,266.41	24,836.98	27,727.45	31,065.32	
	5	22,936.37	25,588.36	28,568.16	32,011.93	
	6	23,606.34	26,338.57	29,410.06	32,957.59	
	7	22,527.10	24,276.31	27,091.64	30,253.05	33,914.26
	8	23,148.67	24,949.12	27,841.29	31,091.50	34,872.05
	9	23,769.14	25,620.20	28,591.53	31,935.66	35,827.53
	10	24,392.40	26,288.47	29,341.74	32,775.94	36,781.32
	11	25,011.16	26,961.85	30,094.82	33,627.37	37,736.83
Job final salary	12	25,634.43	27,631.83	30,844.48	34,476.50	38,692.88

Table 1b Salary scale amounts (gross based on 12 months) at 1 January 2022 at based on a 36-hour working week after conversion of the appraisal allowance into job salary in accordance with Article 6.4 (+ 7.5%).

Salary scale	3	4	5	6	7	
Job starting salary				26,185.76	29,326.07	
Job year	1			27,093.23	30,343.03	
	2		25,084.94	27,996.40	31,360.64	
	3		25,892.04	28,903.24	32,378.26	
	4	23,936.39	26,699.75	29,807.01	33,395.22	
	5	24,656.60	27,507.48	30,710.77	34,412.82	
	6	25,376.81	28,313.96	31,615.82	35,429.41	
	7	24,216.63	26,097.04	29,123.51	32,522.03	36,457.83
	8	24,884.82	26,820.30	29,929.39	33,423.36	37,487.45
	9	25,551.83	27,541.72	30,735.90	34,330.83	38,514.59
	10	26,221.83	28,260.11	31,542.37	35,234.14	39,539.92
	11	26,887.00	28,983.99	32,351.93	36,149.42	40,567.09
Job final salary	12	27,557.02	29,704.21	33,157.82	37,062.24	41,594.85

8	9	10	11	12	13	14	15
30,615.08	34,452.94	39,437.41	45,083.56	52,371.09	60,821.97	71,253.47	83,741.06
31,681.79	35,666.59	40,872.94	46,678.34	54,215.25	62,966.93	73,772.36	86,705.88
32,746.79	36,878.47	42,285.46	48,281.55	56,060.59	65,115.94	76,291.81	89,673.03
33,821.70	38,092.66	43,610.64	49,869.05	57,904.77	67,260.29	78,813.64	92,640.49
34,897.36	39,307.45	45,002.49	51,455.42	59,749.51	69,406.99	81,330.74	95,602.70
35,974.73	40,519.93	46,393.20	53,040.03	61,631.66	71,553.09	83,851.38	98,566.95
37,050.37	41,735.30	47,786.26	54,625.79	63,435.52	73,700.36	86,369.09	101,531.77
38,125.44	42,948.34	49,476.50	56,212.14	65,282.58	75,843.55	88,890.31	104,496.61
39,202.81	44,159.66	50,562.36	57,799.11	67,125.57	77,989.09	91,408.61	107,462.60
40,277.89	45,373.30	51,947.81	59,384.28	68,970.91	80,136.93	94,037.37	110,427.43
41,354.14	46,586.36	53,332.10	60,970.63	70,813.32	82,283.62	96,447.54	113,391.68
42,430.34	47,805.40	54,714.63	62,556.41	72,658.66	84,429.12	98,969.33	116,358.23
43,506.58	49,023.04	56,100.66	64,142.76	74,502.25	86,575.24	101,488.81	119,320.17

8	9	10	11	12	13	14	15
32,911.21	37,036.91	42,395.21	48,464.83	56,298.93	65,383.62	76,597.48	90,021.64
34,057.92	38,341.58	43,938.41	50,179.22	58,281.39	67,689.45	79,305.29	93,208.83
35,202.80	39,644.35	45,456.87	51,902.67	60,265.13	69,999.63	82,013.70	96,398.51
36,358.33	40,949.61	46,881.44	53,609.23	62,247.62	72,304.82	84,724.66	99,588.52
37,514.66	42,255.51	48,377.68	55,314.57	64,230.72	74,612.52	87,430.55	102,772.90
38,672.84	43,558.92	49,872.69	57,018.03	66,254.03	76,919.57	90,140.23	105,959.47
39,829.15	44,865.45	51,370.23	58,722.72	68,193.19	79,227.89	92,846.77	109,146.65
40,984.85	46,169.47	53,187.23	60,428.05	70,178.77	81,531.82	95,557.08	112,333.85
42,143.02	47,471.64	54,354.54	62,134.04	72,159.99	83,838.27	98,264.25	115,522.30
43,298.74	48,776.30	55,843.90	63,838.10	74,143.73	86,147.20	101,090.18	118,709.48
44,455.70	50,080.34	57,332.01	65,543.42	76,124.32	88,454.89	103,681.11	121,896.06
45,612.61	51,390.81	58,818.22	67,248.14	78,108.06	90,761.30	106,392.04	125,085.10
46,769.57	52,699.76	60,308.21	68,953.47	80,089.92	93,068.39	109,100.47	128,269.18

Table 2a Salary scale amounts (gross based on 12 months) at 1 March 2022 based on a 36-hour working week

Salary scale	3	4	5	6	7	
Job starting salary				24,967.82	27,962.07	
Job year	1			25,833.08	28,931.72	
	2		23,918.20	26,694.24	29,902.00	
	3		24,687.76	27,558.90	30,872.29	
	4	22,823.07	25,457.90	28,420.64	31,841.96	
	5	23,509.78	26,228.07	29,282.36	32,812.22	
	6	24,196.49	26,997.03	30,145.31	33,781.53	
	7	23,090.28	24,883.22	27,768.93	31,009.38	34,762.12
	8	23,727.39	25,572.84	28,537.33	31,868.79	35,743.85
	9	24,363.37	26,260.71	29,306.32	32,734.05	36,723.21
	10	25,002.21	26,945.69	30,075.29	33,595.34	37,700.85
	11	25,636.44	27,635.90	30,847.19	34,468.05	38,680.25
Job final salary	12	26,275.29	28,322.62	31,615.59	35,338.41	39,660.20

Table 2b Salary scale amounts (gross based on 12 months) at 1 March 2022 at based on a 36-hour working week after conversion of the appraisal allowance into job salary in accordance with Article 6.4 (+ 7.5%)

Salary scale	3	4	5	6	7	
Job starting salary				26,840.40	30,059.22	
Job year	1			27,770.56	31,101.60	
	2		25,712.06	28,696.31	32,144.65	
	3		26,539.34	29,625.82	33,187.71	
	4	24,534.80	27,367.25	30,552.19	34,230.10	
	5	25,273.01	28,195.17	31,478.54	35,273.14	
	6	26,011.23	29,021.81	32,406.21	36,315.15	
	7	24,822.05	26,749.46	29,851.60	33,335.08	37,369.28
	8	25,506.94	27,490.81	30,677.63	34,258.95	38,424.64
	9	26,190.62	28,230.26	31,504.30	35,189.10	39,477.45
	10	26,877.38	28,966.61	32,330.93	36,114.99	40,528.42
	11	27,559.17	29,708.59	33,160.72	37,053.15	41,581.27
Job final salary	12	28,245.94	30,446.82	33,986.76	37,988.79	42,634.72

8	9	10	11	12	13	14	15
31,380.46	35,314.26	40,423.34	46,210.65	53,680.37	62,342.52	73,034.81	85,834.59
32,473.83	36,558.25	41,894.76	47,845.30	55,570.63	64,541.11	75,616.67	88,873.53
33,565.46	37,800.43	43,342.60	49,488.59	57,462.10	66,743.84	78,199.11	91,914.86
34,667.25	39,044.98	44,700.91	51,115.78	59,352.39	68,941.80	80,783.98	94,956.50
35,769.80	40,290.14	46,127.55	52,741.80	61,243.25	71,142.17	83,364.01	97,992.77
36,874.10	41,532.92	47,553.03	54,366.03	63,172.45	73,341.92	85,947.66	101,031.12
37,976.63	42,778.68	48,980.92	55,991.43	65,021.41	75,542.87	88,528.32	104,070.07
39,078.58	44,022.05	50,713.41	57,617.45	66,914.64	77,739.64	91,112.57	107,109.02
40,182.88	45,263.65	51,826.42	59,244.09	68,803.71	79,938.82	93,693.82	110,149.17
41,284.84	46,507.63	53,246.51	60,868.89	70,695.18	82,140.35	96,388.31	113,188.11
42,387.99	47,751.02	54,665.40	62,494.89	72,583.65	84,340.71	98,858.73	116,226.48
43,491.09	49,000.54	56,082.49	64,120.32	74,475.13	86,539.84	101,443.57	119,267.19
44,594.24	50,248.61	57,503.17	65,746.33	76,364.81	88,739.62	104,026.03	122,303.18

8	9	10	11	12	13	14	15
33,733.99	37,962.83	43,455.10	49,676.45	57,706.40	67,018.21	78,512.42	92,272.18
34,909.37	39,300.12	45,036.87	51,433.70	59,738.43	69,381.69	81,287.92	95,539.05
36,082.87	40,635.46	46,593.29	53,200.24	61,771.76	71,749.62	84,064.04	98,808.47
37,267.29	41,973.35	48,053.47	54,949.46	63,803.82	74,112.44	86,842.78	102,078.23
38,452.53	43,311.90	49,587.12	56,697.44	65,836.49	76,477.83	89,616.31	105,342.22
39,639.66	44,647.89	51,119.50	58,443.48	67,910.38	78,842.56	92,393.73	108,608.46
40,824.88	45,987.09	52,654.48	60,190.79	69,898.02	81,208.59	95,167.94	111,875.32
42,009.47	47,323.71	54,516.91	61,938.76	71,933.24	83,570.11	97,946.01	115,142.20
43,196.60	48,658.43	55,713.40	63,687.39	73,963.99	85,934.23	100,720.86	118,410.35
44,381.20	49,995.70	57,240.00	65,434.05	75,997.32	88,300.88	103,617.43	121,677.22
45,567.09	51,332.35	58,765.31	67,182.01	78,027.43	90,666.26	106,273.13	124,943.46
46,752.93	52,675.58	60,288.68	68,929.34	80,060.76	93,030.33	109,051.84	128,212.23
47,938.81	54,017.26	61,815.91	70,677.31	82,092.17	95,395.09	111,827.98	131,475.91

6.9 **Gross minimum (youth) wage**

The gross minimum (youth) wage is a percentage of the statutory minimum wage, depending on age. These percentages are set by the government.

6.10 **Assignment to pay scale**

You will receive a salary according to the salary scale belonging to the job group in which your job is classified. When determining the salary scale you are assigned a specific job year.

6.11 **Assignment to pay scale in the training phase**

You can be temporarily assigned to one salary scale lower if you are being trained for a job and you do not yet perform all the duties in this job. The duration of the training phase is recorded in writing. After the successful completion of this phase you will be assigned the *job salary* that matches your job level.

Evaluation system and salary increases

6.12 **Evaluation system**

Your work and your personal development are reviewed annually. With the approval of the *employee representation* or the trade unions, to this end, each *employer* maintains an appraisal system that must comply with the following criteria:

- you and your appraiser must have insight into the job content based on a job description;
- the subject of the appraisal can be:
 - the extent to which the *employee* has developed in the job;
 - the manner of job performance (qualitative requirements and expectations, the ‘how’);
 - the result of job performance (quantitative goals, the ‘what’);
- at the beginning of each appraisal period you and your appraiser will make specific agreements;
- these agreements are related to the main tasks of the job, and to organisational and/or departmental plans;

- the agreements must be measurable and you must be able to influence them;
- the agreements made are followed up by evaluations during the year and are adjusted as necessary. Appraiser and employee may both take the initiative to evaluate.
- the appraisal must be based on regular personal observation by your appraiser;
- you will receive the appraisal report in writing after which the appraiser will discuss the contents with you.

You will be given the opportunity to raise objections concerning the appraisal with the appraiser and his immediate supervisor. If your objection is rejected you can appeal in conformity with the internal procedure.

You can enlist assistance in this, for example from the trade union of which you are a member.

6.13 **Salary growth based on appraisal at employers without a company salary system**

Employers without a scheme for salary growth have to apply the salary table and the system described in Articles 6.3 to 6.11.

If you develop adequately in your job, you will be entitled to a standard increase, insofar as you have not yet reached your job final salary. A standard increase is the difference between two consecutive *job salaries* in the applicable salary scale.

If you do not develop adequately in your job, your *employer* can give a lower increase than expressed above, or no increase, resulting in a slower progression through the applicable salary scale.

If you develop more than adequately in your job, the *employer* can give you a higher increase than expressed above, or several increases, resulting in a faster progression through the applicable salary scale.

6.14 **Salary growth based on appraisal at employers with a company salary system**

For the growth of the *job salary* from the bottom to the top of the salary table, each *employer* can make its own arrangements with the approval of the *employee representation* or the trade unions. This salary system is based on the following criteria:

- job content and weight of the job;
- the degree to which the *employee* develops in their job;
- the manner in which a job is performed and the results attained.

The content and weight of the job is reflected in the classification of the job in a job group, to which a salary scale is linked.

Your development in your work is expressed in steps in your salary scale. This may be in the form of increments or percentages of increases, starting with a job starting salary and ending with not more than the final job salary of your salary scale.

6.15 **Performance-related allowance**

An *employer* without a company salary system will apply an allowance of up to 15% of the *individual job salary* to reflect the way in which you do your job and to reward the results of this, unless the *employer* makes use of the conversion option in Article 6.4. to convert the appraisal allowance into an increase of the *job salaries* of the *employees* and the salary scales or a fixed supplement to the *job salary*. The appraisal system referred to in Article 6.12 is also used by *employers* without a company appraisal system.

The performance-related allowance will be determined again each year and can be disbursed on a monthly, quarterly, bi-annual or annual basis.

The appraisal and corresponding allowance relates to the manner in which the job is carried out and the results that are attained:

- a by you as an individual *employee*;
- b by the organisational structure in which you work (the department, team, project group, etc.).

Promotion, job downgrading and deputation

6.16 **Promotion**

If you are promoted to a job that is classified in a higher job group, the *job salary* will be classified in the accompanying higher salary scale. Your *job salary* in the new salary scale will be established as follows. Firstly, the next higher salary amount in the new salary scale is considered. After that, the job year belonging to the next higher salary amount in the new salary scale is increased by one job year.

If the next higher salary amount in the new salary scale is the job starting salary, before a job year in the new salary scale is allocated, it is assessed whether the job starting salary in the new scale is higher than your current *job salary* plus two increments in your current scale. If this is the case, you will be classified at the job starting salary in the new salary scale.

If the job starting salary in the new salary scale is lower than your current *job salary* plus two increments in your current salary scale, you will be classified at job year 1 in the new salary scale.

6.17 Job downgrading

A job downgrade may occur for various reasons:

- reorganisation or a review of the job grading system,
- performance: it may emerge in your annual performance or appraisal interview that you do not or no longer perform your job satisfactorily. Your *employer* may in this case offer you another equivalent job, if possible. If this is not feasible, your *employer* will seek placement in a lower job.
- at your own request: you may yourself request to be placed in a job with a lower salary scale. In this case, your *job salary* will be classified in that lower salary scale.

The principle is that the *employee's* capacities should be optimally used. The *employer* will continue to strive to ensure that *employees* who are classified in a lower position other than due to their own request, can return to working at their original level.

Here we distinguish the following situations:

- if you have been employed for less than three years, or you have been promoted to a higher job less than three years ago, you receive the *job salary* belonging to your new and lower job. If you are returned to your original job after promotion you will not be graded lower than the classification you had before being promoted. The years of experience in the new position shall count for classification in the lower salary scale;
- if you are placed in a job with a lower salary scale, you will be classified in the applicable lower salary scale, provided you have been performing your current job for more than three years. You will receive a personal allowance for as long as your current *job salary* exceeds the maximum of the lower salary scale. This allowance is the difference between your current salary and the new *individual job salary* and will be scaled down over three years. More details about the individual allowance are provided in Article 9.5.

Additionally applies:

- if you will reach the age of entitlement to Dutch state old-age state pension (AOW) in seven years or less at the time of placement in a new lower job, you will continue to accrue pension on 100% of your current *individual job salary* with the same division of pension contribution between the *employer* and the *employee*.

In the event of a reorganisation by means of a Social Plan to be negotiated with the trade unions and in the event of maintenance or revision of the job evaluation system in consultation with the *employee representation*, further agreements at each *employer* may be made for the entire workforce, or one or more groups, or in individual cases that deviate positively from the Social Plan.

6.18 Deputation and compensation

Your *employer* can instruct you, on a temporary basis, to carry out other tasks that relate to a job classified in a higher scale. If your job description includes the possibility of deputation and if this aspect formed the basis of the evaluation of your job, then it is not regarded as deputation as referred to in this Article.

You will be compensated for this deputation in relation to the degree in which you deputise for the tasks belonging to the job with the higher classification and only if you deputise for at least two months.

If you only deputise in part, the annual compensation will be at least one increment and if you perform these duties in full or almost in full, up to two increments.

Compensation will be paid to you at the end of the deputation period or biannually if the deputation period is longer than six months.

The allowance is not included as a base amount used for calculating any other compensation, allowance or payment specified in the CLA nor for calculating your pension base.

7 Working hours, hours of work and overtime

Working hours

7.1 Standard working hours

The *standard working hours* are 36 hours a week on average (=1872 hours per year).

The individual hours of work will be decided in mutual agreement between you and your *employer* (see Article 7.6).

7.2 Longer working hours in the interest of the company

In contravention of the *standard working hours*, in the interests of the company, your *employer* may set *working hours* at more than an average 36 hours per week. The *working hours* may not exceed an average of 40 hours per week (= 2080 hours per year).

These longer *working hours* can apply to:

- a individual *employees*;
- b groups of *employees*.

Before your *employer* declares the longer *working hours* applicable to groups of *employees*, it will consult with the *employee representation*. In this consultation, your *employer* will state the reasons why it wishes to declare the longer *working hours* applicable to the relevant group(s) of *employees* or jobs.

7.3 Change to working hours

Since the Flexible Working Act came into force on 1 January 2016, *employees* have the right to request their *employer* to adjust their *working hours*. The procedure for requesting an adjustment of the *working hours* in this Act applies.

You may agree different *working hours* with your manager. The employment benefits relating to the *working hours* will in that case be adjusted proportionally.

7.4 Adjusting the working hours for older employees: 80-80-100 scheme

As an alternative to the vitality leave scheme (Article 8.6), if you have less than seven years to go until you become eligible for state old-age state pension (AOW), you can apply at any time to join the 80-80-100 scheme (80% work-80%income-100% pension accrual).

You can request your *employer* to reduce your *working hours* by up to 20% until you retire while continuing to accrue pension at 100% within the applicable statutory frameworks. Your *working hours* up to two years before the scheme starts will be used for the calculation of these percentages. Your employment benefits will be adjusted pro rata, but during this period you will continue to accrue 100% pension entitlements ('80-80-100 scheme').

If you have not yet been employed for seven years, you can use this scheme for up to half the number of years of service that you can attain at your *employer* until becoming eligible for old-age state pension (AOW).

The day on which you make use of the 80-80-100 scheme is used for the calculation of the number of service years and the maximum length of the period in which you can use the scheme.

The application procedure for adjusting *working hours* that applies under the Flexible Working Act will apply.

The vitality leave scheme and the 80-80-100 scheme may not be used concurrently. If you use the 80-80-100 scheme, you cannot apply for vitality leave. If you participate in the former scheme leave for seniors, you are not eligible to participate in the 80-80-100 scheme unless you choose to waive your right to participate in this scheme. If you do not use the 80-80-100 scheme and take vitality leave in the period of seven years prior to reaching the age of entitlement to state old-age state pension (AOW), your right to participate in the 80-80-100 scheme will lapse.

This 80-80-100 scheme can be invoked once only. Premature termination of participation in this scheme does not entitle you to invoke the vitality scheme.

Hours of work

7.5 Usual hours of work and working on Saturday

The usual hours of work are Monday up to and including Friday between 7 am and 9 pm and on Saturday between 8 am and 5 pm.

You will be paid a Saturday allowance in conformity with Article 9.3 for work performed on Saturday in accordance with the hours of work agreed with you.

7.6 Individualised working days and hours of work

Your individual working days and hours of work will be determined in consultation with your manager.

When determining the individual working days and hours of work, the right balance will be sought between the interests of the individual, the team and the organisation.

The individual working times are agreed in consultation between you and your *employer* on the basis of your *working hours*.

When determining the individual hours of work when the working week averages 36 hours, forms of identifiable time off for you of at least half a day are provided. Your preferences will in principle be followed. If there are organisational obstacles, a clearly motivated explanation will be given to you so that you can consider a different option.

7.7 Variable hours of work

If flexible hours of work have been adopted, the following provisions will apply:

- a the *working hours* can be composed for a period to be defined. In that case, a maximum number of hours is determined for which a surplus or deficiency is allowed. This surplus or deficiency can be adjusted in the following period.
- b you can, within specifically defined time limits, decide when to start work, take a break and finish work;
- c if the hours worked exceed the maximum stated under a, these hours will only be compensated if overtime was explicitly agreed to or required.

7.8 Time and Place Independent Working (TPIW)

The following working conditions framework applies with regard to time and place independent working (TPIW):

- TPIW is an opportunity to work flexibly in terms of working hours or location and not a right or an obligation.
- The *employee* and the *employer* will agree on the extent and frequency of TPIW, mutual access, work location, and any working hours outside standard working hours.
- If *employees* shift their working hours on their own initiative to a period outside the agreed working hours, this does not constitute overtime.
- The *employer* addresses the organisation of the work, the balance between work and private life, taking breaks, dealing with work pressure, social cohesion within the organisation and the sustainable employability policy.
- The *employer* has a duty of care and responsibility to ensure that the facilities of the (home) workstation meet occupational health and safety standards. The *employee* will make every effort to comply with the occupational health and safety standards.

Furthermore, the *employer* will prepare a scheme for TPIW in consultation with the *employee representatives* that includes the following elements:

- Providing or reimbursing occupational health and safety equipment for setting up the workplace.
- Providing or reimbursing communication and/or ICT facilities.
- Instruction on how to arrange the workplace based on the legal standards with reference to the Working Conditions Act and the joint responsibility of the *employer* and *employee* for occupational health and safety.
- An allowance for TPIW that covers the additional costs of working from home with the *employer* determining the amount and form of the allowance in consultation with the *employee representatives*. The Nibud standard for working from home is the guiding principle here. Use can be made of current tax facilities e.g., for internet use.
- Provisions on the evaluation and adjustment of the scheme. During the collective bargaining period, the WVB will make an inventory of the various schemes among *employers* and inform the trade unions about them.

Overtime

7.9 What is overtime?

You work overtime when on an incidental basis and at the request of your manager, you work more than half an hour longer than the hours of work agreed with you. This does not entail hours of work that have been shifted in consultation with the *employer*. The rules in the Working Hours Act apply in addition to those in this CLA.

7.10 Overtime arrangements

Your manager can request you to work overtime in exceptional circumstances.

Your manager will discuss your willingness to work overtime with you. All *employees* are reasonably expected to respond positively to a request to work overtime.

Where possible you will be notified in advance when overtime is required.

7.11 Allowance for overtime

If you perform a job classified in a salary level up to and including scale 10 (salary tables in Article 6.8), you will be paid for overtime in conformity with the table in Article 9.4.

7.12 Maximum amount of overtime per quarter

You are allowed to work no more than 45 hours' overtime per quarter.

7.13 Meals and breaks for meals in the event of overtime

If due to working overtime for two hours or more in the evening you are not able to have a hot meal at home, you will be reimbursed the costs of this on submission of the receipt. This does not apply if your *employer* provides a meal. Any wage tax or social insurance contributions on the meal refund/meal provided will be for your account.

If because of working overtime for two or more hours in the evening you are unable to eat at home, you are allowed to take a meal break of half an hour, which counts when calculating the overtime allowance.

8 Holiday, vitality and other leave schemes

Holiday

8.1 Holiday hours

Employees with an employment contract of an average of 36 hours per week (average working day of 7.2 hours) are entitled to 144 statutory and 72 holiday hours over and above the statutory minimum per year.

Where parts of an hour are involved, the holiday entitlement is rounded off upwards to half or whole hours.

In case of different *working hours* or at the start or end of the employment contract during the course of a year, you will be allocated the holiday hours in proportion. This also applies in case of start or end of the employment contract during the course of a month.

8.2 Granting in time off and/or money

The statutory holiday hours (4 x the weekly *working hours*) are granted in time off. The remaining holiday hours can, if desired, be granted in money as part of an à la carte employment benefit system. Holiday hours over and above the statutory minimum are paid at 116.33% of the then applicable *hourly wage*.

If your *employer* decides to grant the holiday hours over and above the statutory minimum in Article 8.1 fully or partially in money, you have the right each year to purchase at least the additional part of the holiday hours that is paid in money.

8.3 Requesting and taking holiday

At least once per year, you must take a holiday of two consecutive weeks. You and your *employer* are jointly responsible for seeing to it that you actually take the holiday you are legally entitled to. Your manager will determine your holiday after consultation with you. Your wishes will be taken into account wherever possible unless this is not possible because of overriding company interests.

8.4 Holiday and incapacity for work

8.4.1 Incapacity for work before going on holiday

If you are (partly) incapacitated for work you will continue to accrue holiday hours as usual.

If, during the period of illness, you want to go on holiday you should consult your manager about this. The holiday that you then take will be deducted from your balance in the usual way.

8.4.2 Incapacity for work while on holiday

If you fall ill while on holiday, the holiday hours missed by you as a result will not be considered to be holiday provided you adhere to the rules of conduct for periods of illness that apply at your *employer*. You must also notify your *employer* of your illness immediately. You are expected to consult a doctor and to submit a medical certificate pertaining to the nature and the length of your illness. If in exceptional cases you are unable to obtain such a medical certificate, then the nature and length of the illness can, for instance, be determined from bills for medical treatment.

8.5 Buying and selling holiday hours

You can buy or sell holiday hours annually. After consultation with the *employee representation*, your *employer* determines the maximum number of holiday hours that an *employee* can buy or sell each year, taking account of the following:

- *Employees* have the right to sell their extra-statutory hours every year. In case of sale, in any case the statutory minimum number of holiday hours (4 times the agreed *working hours*) must remain. For a 36-hour working week this is 144 hours;
- In addition to the provision of Article 8.2, you may purchase at least the number of holiday hours equal to the average agreed *working hours* each year;
- Holiday hours are purchased and sold at 116.33% of the then applicable *hourly wage*.

Vitality leave

8.6 Vitality leave scheme

Vitality is an important element of sustainable employability. It contains a combination of energy and motivation. It is the responsibility of you and your *employer* to contribute to your vitality. Therefore, you can, if you have been employed for at least seven years, request two consecutive months vitality leave once every seven years to contribute to your vitality.

Additionally, *employees* who have been employed with the *employer*, for at least seven years before the date of commencement of employment, will be able to apply for vitality leave for the first time after five years of employment with the *employer*. The usual seven years apply to any subsequent application for vitality leave. The aim here is that the vitality leave scheme can contribute more effectively to the vitality of *employees* who have been active and mobile in the labour market for a longer time.

An *employee* applying for vitality leave will take the initiative in entering into a dialogue with the *employer* regarding their motivation and how vitality leave will contribute to their vitality.

In the first month of your leave you will be paid 70% of your *monthly income* and in the second month you will be paid 40%. Your *employer* can opt to divide the equivalent of these percentages equally between the two months. Your pension accrual will continue in full during the period of the vitality leave.

To determine the number of service years in this scheme, a previous period in which you worked as *temporary staff* is included.

The reference date for calculating the seven year term is the date on which you start participating in this scheme.

If desired, in consultation with your *employer* you can extend the two months' vitality leave using holiday hours or (un)paid leave, up to three consecutive months. You cannot apply for less than two months vitality leave.

If at any time you have less than seven years left before reaching the age of entitlement to state old-age state pension (AOW), vitality leave and the 80-80-100 scheme may not be taken concurrently. If you participate in the 80-80-100 scheme or if you participate in the former leave for seniors, you are not eligible for vitality leave. If you do not use the 80-80-100 scheme and take vitality leave in the period of seven years before becoming eligible for Dutch state old-age state pension (AOW), your right to the 80-80-100 scheme will lapse.

You can apply for vitality leave more than once during the duration of your employment contract subject to the condition that the period of time between two periods of vitality leave is seven years (or more).

Vitality leave can only be taken in time and may not be converted into money.

8.7 Procedure for requesting vitality leave

Your *employer* will arrange the application procedure in consultation with the *employee representation*.

In any case:

- requests for vitality leave will be granted unless this is impossible due to overriding company interests. If this is the case, your *employer* will consult you to find a suitable solution. Your *employer* and you will agree whether and when vitality leave will be taken;
- the employment contract continues during the period of vitality leave.

During the vitality leave you do not accrue holiday hours.

If you fall ill during the vitality leave period, the vitality leave period continues. If you are no longer able to use your vitality leave for the intended purpose due to illness, the *employer* shall make reasonable efforts to cooperate with early termination of the vitality leave. The criteria here will concern your interest in returning to work, the replacement arranged by your *employer* and the period of vitality leave that has elapsed.

8.8 **Limiting the use of vitality leave taken in a year**

Your *employer* can cap the annual participation in the scheme (including the 80-80-100 scheme) at 1/7 of the eligible *employees*.

The group of entitled *employees* means all *employees* employed for seven years or more on 1 January of the calendar year and/or all *employees* employed for five years or more on 1 January of the calendar year and prior to the date of entering employment with the *employer* have worked in employment for at least seven years. Additionally, an entitled *employee* will not have taken vitality leave or made use of the previous arrangement for age-related leave during the past seven years.

To determine when the 1/7 part has been attained, the number of *employees* taking vitality leave and participating in the 80-80-100 scheme during the calendar year are added together.

8.9 **Vitality leave and terminating the employment contract**

If, within four months after the end of a period of vitality leave, you terminate the employment contract with your *employer* at your own initiative, you have to repay the *monthly income* your *employer* continued to pay during the vitality leave period.

8.10 **Vitality budget at employers with no more than 10 employees**

Employers with no more than 10 *employees* under a permanent employment contract can opt not to offer vitality leave.

Instead, they have to allocate a similar sum as a vitality budget for the sustainable employability of their *employees*. In this, account is also taken of the 80-80-100 scheme.

In this case, agreements about spending this sum will be reached with the *employee representation*.

Other leave schemes

In addition to the holiday hours and the vitality leave scheme, the *employee* is entitled to a scheme for public holidays and a number of other leave schemes.

8.11 **Public holidays**

On *generally recognised public holidays*, you are entitled to a free day with retention of your *monthly income*.

If a free day is not possible on a *generally recognised public holiday* because of work, you may be asked to work.

You cannot be required to work on days that are public holidays according to your religion. If you take time off on these days and these days are not a *generally recognised public holiday*, you have to take holiday hours unless you and your *employer* opt for a different solution. The *employer* is expected to reasonably cooperate in finding a specific solution for the *employee*.

8.12 **Statutory leave schemes**

All statutory leave schemes, for instance, maternity leave, adoption and foster leave, parental leave and short and long term care leave apply.

8.13 **Adoption leave**

Supplementary to the statutory leave, you are entitled to a maximum of six consecutive weeks' leave with retention of your *monthly income* in order to adopt a child.

8.14 **Birth leave after partner gives birth**

With effect from 1 January 2022, the statutory scheme for birth leave after the *partner* gives birth will be extended to six weeks fully paid birth leave for the *partner*. The *employee* receives full payment of salary during this period.

8.15 **Parental leave**

On 2 August 2022, the Paid Parental Leave Act will enter into force, entitling employees to nine weeks of paid parental leave during the first year after the birth at a payment level of up to 70% of the maximum daily wage, to be paid by the UWV. From the effective date of the new law, the *employer* will provide a financial supplement up to four weeks of fully paid parental leave if taken in the first year after the child's birth.

Until the effective date of the Paid Parental Leave Act on 2 August 2022, the arrangement in the CLA Banks 2021 for a financial supplement in case of parental leave will be maintained, namely a supplement to the statutory scheme up to 50% of one *monthly income*. This supplement is determined by paying 50% of the hours of parental leave per week until the maximum is reached. This means that in case of full-time parental leave, the total supplement is spread over at least four weeks.

In addition the following applies:

- the employment contract will remain intact during the paid or unpaid parental leave period;
- the employment benefits in that period will be determined in proportion to the (new) shorter *working hours*;
- the staff conditions will continue to apply in full;
- the pension scheme will continue as if employment had continued without the leave being taken;
- on termination of the leave, you will return to the last job held before the leave commenced, unless otherwise agreed by mutual consent.

8.16 **Short-term care leave**

Supplementary to the statutory scheme, when taking short-term care leave you will be paid once in 12 months up to once the average agreed *working hours* per week at 100% of your *monthly income*. You will also receive this supplement if you take short-term care leave as an *informal carer*.

8.17 **Special leave**

You are entitled to special leave of absence with retention of your *monthly income* in accordance with the table below. If a specific situation is also arranged by law, the most favourable provision will apply for you.

Situation	Length of leave
The death of: – your <i>partner</i> – your own child, a step-child or foster child living with you	From the day of decease up to and including the day of the funeral.
The death of: – a parent-in-law, foster parent or step-parent – a grandparent – your own child, a step-child, foster child or child related by marriage not living with you – a half-, step- or foster brother or sister, brother- or sister-in-law – a grandchild	One day and a second day to attend the funeral. If you have been appointed to arrange the funeral: from the day of decease up to and including the day of the funeral.

8.18 **Age-related leave**

If under the former arrangements in the General Bank CLA you have been granted leave for seniors, you can continue this. You may also opt to swap senior leave for vitality leave (Article 8.6) or for the 80-80-100 scheme (Article 7.4), subject to the conditions applying to these schemes.

8.19 **Trade union leave**

If you are a member of one of the governing bodies of the trade unions or a department representative, you can take up to ten days of paid leave per calendar year, if work permits, to attend union meetings.

If you are a member of a trade union without being a member of one of the governing bodies or a department representative you can, if work allows, take up to four days leave per calendar year to attend these meetings.

To follow courses provided by the trade unions, you can take up to six days additional leave, if work permits, provided the course is also in your *employer's* interest.

If you are a member of the trade union concerned, you may take the time off that is needed for trade union negotiations with your *employer*.

A trade union can reach further agreements with the company's management about exceeding the maximum ten days' special leave for *employees* who are members of one of the governing bodies of the trade union or are department representatives as referred to above. The total facility of on average ten days per *employee* will not be exceeded in this case.

8.20 **Pre-retirement leave**

In the two year period preceding your retirement, you are entitled to a total of four days paid pre-retirement leave for the purpose of taking courses on this subject.

8.21 **Unpaid leave**

In exceptional circumstances, your *employer* can grant you leave without retention of your *monthly income* at your request.

9 **Supplements**

9.1 **Holiday allowance**

Each year you are paid a holiday allowance of 8% of your *individual job salary*, any performance-related allowance, shift work allowance and/or adjustment allowance applying to you on the payment date.

The holiday allowance is calculated over a period of 12 months. The 12 months period can be the same as the calendar year, but not necessarily.

Your *employer* sets the payment date, which must be between 1 May and 1 July of a year. If the allowance period is the same as a calendar year and you commence employment after the payment date or if your probationary period has not yet been completed on the payment date, you will receive the holiday allowance no later than in the month of December in that year.

If your employment contract commences or terminates in the interim, or if your *working hours* are changed, the holiday allowance will be calculated pro rata and will be settled if necessary.

If your employment contract terminates due to your retirement, there will be no settlement of holiday allowance paid in excess.

Your *employer* can also pay the holiday allowance on a monthly basis or include it in an à la carte employment benefits system.

9.2 **13th month**

At the end of the calendar year, or shortly after the end of a calendar year, you will be paid a bonus of one twelfth of your *individual job salary*, any performance-related allowance, shift work allowance and/or adjustment allowance.

If your employment contract commences or terminates in the interim or if your *working hours* are changed, the thirteenth month bonus will be calculated pro rata.

Your *employer* can also pay the 13th month bonus on a monthly basis or include it in an à la carte employment benefits system.

9.3 **Saturday allowance**

If it has been agreed that you will work on a Saturday, you will be paid a supplement of 25% of the *hourly wage* for each hour worked on this day.

9.4 **Allowance for overtime**

If you meet the requirements set out in Articles 7.9 to 7.13, you will be paid an allowance for working overtime. You can choose between compensation in time off or cash, unless your *employer* has clear, motivated objections against this choice, based on organisational considerations.

This allowance is a percentage of the *hourly wage*.

Overtime payment Hours	Percentage of hourly wage or hours worked		
	Sundays/public holidays		Monday to Friday Saturday
00.00-07.00	200	150	150
07.00-17.00	200	125	150
17.00-21.00	200	125	200
21.00-24.00	200	150	200

The allowance for working overtime on Saturday includes the Saturday allowance as arranged in Article 9.3.

The allowance for working overtime does not form a base for other remuneration components.

9.5 **Individual allowance**

In case of job downgrading as referred to in Article 6.17, you are eligible for an individual allowance if you have held your job for more than three years and your current *job salary* exceeds the maximum of the lower job scale for the new job. The individual allowance is the difference between the former and the new *individual job salary*. The individual allowance will be scaled down during a period of three years. In the first year, the allowance is fixed at 100% of the difference, in the second year at 67% and in the third and last year, at 33%. The amounts are determined once and are not adjusted to CLA increases.

The individual allowance does not count for your pension base after the change of job. The pension entitlements accrued up to the time of the job change are regarded as dormant rights.

For calculation of the old age pension the pension entitlements accrued before and after the job change are added up together.

Individual allowances and guarantees not included in your *individual job salary* are not included in this scheme.

9.6 **Labour market allowance**

If the labour market situation warrants, your *employer* can, in incidental cases, temporarily decide on a higher salary than would be paid on the basis of the salary system operative in the *employer's* organisation. Policy will be directed at preventing a more than incidental use of this possibility.

10 Provisions

Incapacity for work

10.1 Payments over and above the statutory minimum in the first two years of occupational disability

In case of sickness or occupational disability, you will receive an allowance of up to 100% in the first year and 70% in the second year of your last-earned *annual income* in addition to the benefit under Article 7:629 DCC.

When calculating your *annual income*, structural salary increases as referred to in Article 6.7 will be taken into consideration.

In the second year of illness, you can also qualify for a supplementary payment up to a maximum of 100% of your *annual income*. This supplement is granted if and insofar as, in accordance with the reintegration plan, you:

- a go back to work; and/or
- b follow a retraining programme; and/or
- c engage in reintegration activities in consultation with the company doctor. Also if this means that you temporarily do not engage in activities in consultation with the company doctor.

You will also be paid a supplementary payment up to 100% if due to the nature of your illness reintegration can no longer be expected. The company doctor decides whether this is the case.

You can never be paid more income than you would be paid if you were fully fit for work.

If, on commencing employment, you have deliberately furnished incorrect or incomplete information regarding your health – insofar as this is relevant to your carrying out the job - your entitlement to the supplementary payments referred to in this article is invalid.

10.2 Special situations after the first two years of occupational disability

10.2.1 *Discussing the reintegration efforts after the end of the second year*

If at the end of the two year reintegration period there is discussion about the reintegration effort, you and your *employer* can jointly decide to extend this period by up to six months. In that case, the reintegration effort is considered to have been fulfilled. The provisions set out in Article 10.1 on supplementary payments then apply.

10.2.2 *No statutory incapacity for work benefit (WIA) in connection with a penalty imposed on the employer*

If at the end of the second year of occupational disability the WIA benefit does not commence or commences on a later date as a result of a sanction imposed on the *employer* by the Employee Insurance Agency (UWV) parties to the CLA recommend continuation of salary payment during a maximum period of one year in conformity with the payment set for the second year of occupational disability, whereby the total period of continued salary payment does not exceed 156 weeks, starting from the date of the first day of illness.

10.3 Supplementary payments from the third year in case of an occupational disability of 80% or more

On the expiry of the period referred to in Articles 10.1 and 10.2, you will be paid at least the following supplementary payments up to the date on which you retire or the day on which you become eligible for old-age state pension (AOW), depending on which date is earlier, in the event of incapacity for work.

If on commencing employment you have deliberately furnished incorrect or incomplete information regarding your health – insofar as this is relevant to the performance of your job - you will not be entitled to the supplementary payments referred to in this article.

If your *annual income* is more than the *SV wage*, you will be eligible for a supplementary payment of:

- 80% of your *annual income*, to the extent that this exceeds the *SV wage*;

The portion of income that exceeds the job final salary of salary scale 15 of the Model Salary System of this CLA is not taken into consideration. Your *employer* may make further arrangements for this. This supplementary payment is not affected by formal continuation or discontinuation of employment.

10.4 **Supplementary payments from the third year onwards in case of an occupational disability of less than 35% and for beneficiaries under the WGA scheme**

If you are (partly) incapacitated for work you will be paid:

- 1 with an occupational disability of less than 35%, a gradually decreasing supplement in the third, fourth and fifth year of occupational disability up to, respectively, 75% (3rd year), 50% (4th year) and 25% (5th year) of the *annual income*, multiplied by your disability percentage;
- 2 with a degree of disability between 35% and 80% or if the disability is between 80% and 100% but not permanent, a supplement of up to 70% of the *annual income* in respect of the disability degree up to the maximum daily wage until you reach the age of entitlement to old-age state pension (AOW).

If your *annual income* is more than the *SV wage*, you will be eligible for a supplementary payment in proportion to your degree of disability of:

- 80% of your *annual income*, to the extent that this exceeds the *SV wage*;

The portion of the income that exceeds the job final salary of salary scale 15 of the Model Salary System of this CLA is not taken into consideration, on the understanding that further provisions can be set up for this by each *employer*. This supplementary payment is not affected by formal continuation or discontinuation of employment.

You can claim the above supplements subject to the understanding that you can never be paid more than if you were fully fit for work. As soon as your disability comes to an end, you will no longer be eligible for supplementary payments.

If on commencing employment you have deliberately furnished incorrect or incomplete information regarding your health – insofar as this is relevant to your carrying out the job - you are not entitled to the supplementary payments referred to in this article.

10.5 **Supplementary payments to employees reintegrated at another employer**

The provisions in 10.1, 10.2 and 10.3 will not apply to you if, as a result of statutory reintegration possibilities, you have entered into the service of another *employer*, for as long as special conditions for reviving the occupational disability benefits apply.

As soon as the statutory occupational disability benefit is revived, your *employer* with whom you were entitled to employment provisions for occupational disability, is likewise obliged to revive this entitlement.

Death

10.6 **Death benefit**

In the event of your death, your surviving relatives will be paid a non-recurring bereavement allowance.

The payment is three times your *monthly salary* plus the *monthly salary* for the number of days remaining in the month in which you die. The statutory payment in the event of death is included in this amount.

Surviving relatives refers to:

- a the *partner*;
- b in the absence of the person referred to under a: the minor children with whom the deceased had a parental relationship;
- c the absence of the persons referred to under a and b: the person for whom the deceased largely bore the cost of living and with whom the deceased cohabited.

Expense reimbursements

10.7 **Commuting expenses**

Your *employer* will make arrangements for a commuting expenses scheme. The basic principle is that at least the cost of a single journey from home to office of up to and including 30 kilometres will be refunded at the cheapest public transport rate. Your *employer* may grant you an allowance for a one-way travel distance in excess of 30 kilometres. Such a scheme also includes the possibility of a mobility budget.

If your *employer* provides transport either wholly or partially, the above shall not apply, or only for the part of the journey for which your *employer* does not provide transport.

Your *employer* may make different arrangements with you for commuting expenses that are incurred if you receive compensation as a result of having to use a car for business purposes.

10.8 **Health insurance**

Your *employer* will strive to conclude a collective contract on the most favourable conditions with a health care insurer with which you and your family can take out basic insurance and any supplemental insurance you may desire.

10.9 **WGA shortfall and supplementary WGA/IVA benefits**

In accordance with the Sections 34(2) and 122b of the Social Insurance (Funding) Act, the *employer* is entitled to withhold up to 50% of the statutory WGA premium (differentiated WGA premium or insurance premium in the event of self-insured treatment of the WGA) from your net salary.

If the *employer* has taken out WGA shortfall insurance, it is entitled to charge 50% of the premium to your account.

Your *employer* will make arrangements for a WGA/IVA top-up benefit, which provides for supplementary payments in the event of incapacity for work from the third year of illness. Your *employer* can charge up to one quarter of the premium to your account.

10.10 **Union contribution**

Your *employer* cooperates with a tax-effective payment of your trade union contribution.

11 Supplementary

11.1 Pension protocol 2006

Your *employer* will arrange a pension scheme for all its *employees*, with no age threshold, comprising a retirement pension, partner's pension and orphan's pension.

Your *employer* is obliged to provide for a retirement pension that at least fulfils the provisions in this pension protocol.

11.2 Participation in the Pension Protocol 2006

You will join your *employer's* existing or to be set up general pension schemes.

If your employment has lasted six months or less, the pension entitlement can be cancelled, subject to restitution of the employee's pension contribution. This does not apply after a value transfer.

11.3 Pension types

The pension scheme can be one of the following types:

- a final salary scheme;
- an indexed average pay scheme (indexation ambition: wage or price index);
- a collective defined contribution (CDC) scheme;
- an individual defined contribution scheme
- or combinations of the above (hybrid scheme).

11.4 Definitions and standards

Your *employer's* pension scheme must satisfy at least the following standards:

- the pension base equals the pensionable salary less the state pension deductible. Pension is not accrued on the state pension deductible as the Dutch state old-age state pension benefit (AOW) is taken into account. The AOW benefit is based on the Dutch General Old Age Pensions Act;

- the pensionable salary is equal to the *annual salary*, if and to the extent that this does not exceed the statutory maximum pensionable salary based on full-time employment. Individual *employers* may arrange additional pension provisions;
- the standard retirement age is 68 years;
- the lifelong (marriage) partner's pension amounts to 70% of the retirement pension accrued or to be accrued by the participant;
- the orphans' pension per child equals 14% of the retirement pension accrued or to be accrued by the participant. The number of children who are entitled to an orphans' pension may be limited to two.

The pension scheme must provide for the possibility to accrue pension entitlements within the context of the 80-80-100 scheme.

Your *employer* may depart from the minimum requirements per component if agreements are reached with the trade unions on a pension accrual percentage, state pension deductible level, contribution amounts and the employee contribution that are equivalent to these elements.

11.5 Final pay scheme

A final salary scheme must at least have the following elements in addition to the other conditions in this chapter:

- an accrual percentage of 1.5% per participation year;
- a maximum state pension deductible of € 20,011.16 on 1 January 2022. The maximum state pension deductible will be adjusted in line with the general wage development of this CLA.

11.6 Indexed average pay scheme

An indexed average pay scheme must at least have the following elements in addition to the other conditions in this chapter:

- an accrual percentage of 1.75% per participation year;
- a maximum state pension deductible of € 20,011.16 on 1 January 2022. The maximum state pension deductible will be adjusted in line with the general wage development of this CLA.

11.7 CDC scheme

A CDC scheme must at least have the following elements in addition to the other conditions in this chapter:

- an accrual percentage of 1.75% per participation year;
- a maximum state pension deductible of € 20,011.16 on 1 January 2022. The maximum state pension deductible will be adjusted in line with the general wage development of this CLA.

11.8 Individual DC scheme

An individual DC scheme must at least have the following elements in addition to the other conditions in this chapter:

- an accrual ambition of 1.875% of the pension base per participation year;
- the deductible is the minimum state pension deductible permitted by the Tax and Customs Administration;
- the DC graduated scale published by the Tax and Customs Administration based on 3% actuarial interest, graduated scale 2;
- the possibility to continue to invest after the retirement date.

At the beginning of the consultation in connection with a request for approval procedure based on Section 27, paragraph 1a of the Works Councils Act, the *employer* notifies the trade unions in writing of the proposed transition to an individual DC scheme in time.

At the time of the transition to an individual DC scheme, the *employer* determines the difference in costs between the existing and the proposed new pension scheme. The *employer* shares this information with the *employee representation*, after which it will be examined reasonably whether and, if so, which part and in which form the difference in costs can be refunded to *employees*.

The importance of professional support in the event of such a transition is emphatically pointed out to the *employee representation* and reference is made, in particular, to the expertise of the trade unions.

11.9 Definition of wage bill for contribution division of pension costs

The wage bill for the contribution division is defined as the total *individual job salary* plus holiday allowance and thirteenth month bonus for all *employees* participating in the pension scheme of the organisation in question.

The costs of the pension administration and execution are deemed to be for the account of your *employer*.

11.10 Division of pension costs

Contribution costs (excluding administration and execution costs) up to 15% of the total wage bill on an annual basis are for the account of your *employer*.

Your contribution is determined collectively and not individually and is for each *employee* at the *employer* in question an equal percentage of their pension base.

You pay up to half the contribution costs above 15% of the wage bill.

The limit of 15% of the wage bill is not applicable to *employers* who already reached agreement before 10 March 2005 with the *employee representation* or the participants' council on an own contribution arrangement with a lower limit.

When you participate in the 80-80-100 scheme, your contribution to the pension scheme is calculated in the same manner with the proviso that the calculation of the maximum contribution is based on the pension base corresponding to the *working hours* that applied before participating in the 80-80-100 scheme.

- 11.11 **Part-time retirement**
After consultation between you and your *employer*, a deviation from the standard retirement age with an actuarial neutral recalculation of the benefit is possible.
- A part-time pension can be agreed with you and your *employer's* mutual consent.
- 11.12 **Supplement scheme for pension entitlements (active employees)**
For an indexed average pay scheme, the aim is to achieve indexation based on the general wage development of the this CLA or on the price index.
- 11.13 **Supplement scheme for non-contributory entitlements (dormant rights) and pensions in payment**
There is no right to supplements for non-contributory pension entitlements and pensions that have already commenced and it is uncertain whether and to what extent supplements will be provided in the future. No funds have been reserved to allocate supplements. The maximum supplement equals the general price development. Your *employer* will nevertheless strive to adjust the paid-up pension claims of former participants and the pensions in payment in line with the general development of prices each year. Your *employer* will take this aim into account in the funding of the pension scheme.
- 11.14 **Pension accrual in the first two years of occupational disability**
During the first two years of occupational disability, your pension accrual will be continued based on your last earned pensionable salary.
- 11.15 **Pension accrual after the first two years of occupational disability**
If you are at least 65% occupationally disabled, you are entitled to an IVA or a WGA occupational disability benefit and you fall within the scope of the pension scheme, the pension accrual is continued unchanged, as long as you receive an occupational disability benefit.

Your pension base is determined one year after commencement of the occupational disability. The pension base is deemed to no longer change, with the exception of statutory changes. Your *employer* strives to effect adjustment in line with the general wage development in this CLA, or in accordance with the price index.

You are not required to pay a participant's contribution in this period, except for individual supplementary pension provisions.

- 11.16 **Supplementary pension provision possibilities**
Employers will provide for pension schemes that their *employees* can participate in, within the scope of applicable legislation, to arrange for supplementary pension provisions voluntarily and for their own account.

- 11.17 **Changes in legislation**
This protocol will become inoperative if, during the effective term of this CLA, it appears that due to changes in Dutch or European legislation or jurisprudence, continuation of this protocol cannot reasonably be demanded of the *employers*. In that case, the parties to the CLA will enter into consultations.

During the term of the CLA Banks 2022, the CLA parties will continue to discuss the progress and implementation of the pension agreement and the implications for the CLA Banks and strive to reach new (interim) CLA agreements on pensions no later than 1 November 2022. The starting point will be the existing financial frameworks in the 2022 CLA Banks and the results of the pension study conducted in 2021 between the parties to the CLA, taking into account the principles of the new pension system.

11.18 **Early Retirement Scheme (RVU Scheme)**

An *employee* with three years or less remaining before reaching the age entitlement to old-age state pension, (AOW) has the option of using a temporary easing of the RVU scheme in the pensions agreement if they have been in service with the *employer* for an uninterrupted period of at least 10 years. The amount of the benefit will be € 1,874 gross per month for full-time employment and will be adjusted proportionally in line with the *working hours* if these are shorter. Application for the RVU scheme must be made to the *employer* at least six months before the intended commencement date, and the *employee* must take the initiative to discuss with the *employer* their reasons and how the RVU scheme contributes to their vitality. The *employer* decides whether to grant the scheme and will give its reasons in writing if the application is rejected. The CLA agreement on the RVU scheme applies to the current CLA, after which it will be evaluated by the parties to the CLA. If the statutory extension of the RVU scheme ends, so does this CLA agreement.

12 **Position of trade unions and employment**

Trade unions

12.1 **Trade union facilities**

Facilities at your *employer* for trade unions may regard:

- providing various publication means for the purpose of:
 - information on the *employer* or the business sector;
 - publicising the names of representatives or contact persons of the trade unions;
 - posting forthcoming trade union meetings, to which other interested *employees* may also be invited;
 - publicising summarised reports of these meetings;
 - posting the nomination of members of the *employee representation*.
- provision of conference rooms for meetings. The conference rooms can only be made available for use outside normal office hours or immediately following normal office hours;
- use of the company's internal post service where appropriate.

The trade unions will inform the *employer* regarding messages and announcements to be published.

12.2 **Protecting trade union representatives**

- The *employees* representing trade unions at your *employer* will be notified to the *employer* by the trade unions concerned in writing.
- The *employer* will ensure in situations in which you represent your union, you will not be harmed because of your union work at your *employer* as an *employee*. You will not be assessed on your work as a representative of a trade union.
- If a dispute about this arises between you and your *employer*, this is a matter for consultation between your trade union and your *employer*. If necessary, the dispute will be presented to the CLA parties.

12.3 **Employer's trade union contribution**

In this CLA period, the annual employer's contribution to the trade unions is the AWWN norm.

Developments in employment opportunities

12.4 **Developments in employment opportunities**

If there are significant developments in employment opportunities at your *employer*, the trade unions will be notified by your *employer* at the same time as the *employee representation*. When scheduling the consultation procedure with the *employee representation*, it must be taken into consideration that the trade unions eventually can decide to discuss the information with your *employer*. The outcome of these discussions can influence the final decision-making process.

12.5 **Diversity**

As a co-signatory to the Diversity Charter for Diversity in Business, the WVB will place the exchange of knowledge and best practices between *employers* on diversity on the agenda for member meetings at least twice a year.

The parties to the CLA will continue to address the objectives of the Participation Act and have agreed to resume the partnership with EveryDay Heroes in 2022. It is agreed that during the term of the CLA, each *employer* will purchase at least one Power Certificate from EveryDay Heroes for a value of € 4,000. EveryDay Heroes will be asked to pay specific attention to people with a (non-Western) migration background when deploying people with a distance to the labour market.

12.6 **Temporary personnel**

Your *employer* may only make use of *temporary staff* in a situation involving:

- a peak in the workload;
- backlog of work due to illness, holiday or vacancies;
- a transitional period in the organisation as a result of a structural change.

To limit the use of *temporary staff* in permanent jobs, the *employers* will endeavour to have on average 90% of the *employees* employed by the company.

Temporary employees who work for the *employer* and perform the same work as *employees* in the *employer's* permanent employment are subject to the provisions of the CLA Banks 2022 concerning salary and salary adjustment, overtime payments and expense allowances, such as travel expenses, from the start of the temporary employment contract. The hirer will ensure that *temporary employees* engaged are paid at least in accordance with the CLA Banks 2022 with regard to these employment conditions.

12.7 **Financing the third year of unemployment**

The parties to this CLA are parties to the CLA Private Aanvulling WW (supplement unemployment benefit) and WGA – Service Provider Sector – not (semi) public domain, Sector 4 – No. 01. This CLA has a term from 20 December 2017 to 1 October 2022 and legally terminates without notice being required. The CLA parties intend to continue this agreement after this end date, and have agreed to apply to Stichting PAWW for an extension by 31 March 2022.

Reorganisation

12.8 Information relating to major reorganisations

Decisions regarding major reorganisations proposed by the *employer* under particular circumstances possibly leading to partial or total liquidation (of divisions) of the *employer* can result in considerable consequences for employment opportunities. Your *employer* will in this case inform the trade unions at the same time as the *employee representation* and in the same manner of the reasons underlying the decision and the social consequences anticipated for you and your colleagues.

12.9 Confidentiality

Information furnished by your *employer* or one of the trade unions will, if the request for secrecy is reasonable, be treated with confidentiality. External publication of this information can take place only after approval has been obtained from the discussion partners concerned.

12.10 Social plan

The totality of the measures aimed at guiding dismissals on business grounds into the proper channels as regards the social aspects, which include provisions to prevent, reduce or remove detrimental effects for you and your colleagues, will be laid down in a social plan. This social plan may apply to the consequences of a specific resolution, or all the proposed resolutions within a certain period.

12.11 Consultation

Your *employer* will consult with the trade unions on the contents of the social plan insofar as it concerns:

- arrangements for employment conditions for job changes;
- transfer arrangements;
- measures for guidance from one job to another job;
- severance arrangements;
- where it is in the interests of preserving employment, the possibility to deviate from the *working hours* and the hours of work agreed with colleagues concerned. In carrying this out, any possible salary adjustments in accordance with Article 6.7 that have not yet been granted can be included.

If the *employee representation* so wishes, consultation will be extended to cover the entire social plan. Efforts will be made to reach agreements during consultation. If agreements are reached, these cannot be changed in the subsequent advice procedure with the works council in accordance with Section 25 of the Works Council Act.

If it is not possible to reach agreements within a reasonable term, your *employer* will, in the subsequent advice procedure, make its proposed decisions with respect to these arrangements regarding employment conditions known to the *employee representation* and state the views of the trade unions on these matters.

12.12 Outplacement

Where the job losses are minor and/or no social plan is formulated, if you lose your job for business reasons you will be entitled to an outplacement programme at a CEDEO recognised company with a value of € 4,000 (excluding VAT) in addition to the statutory transition compensation. You may take the initiative towards your *employer* in order to make joint agreements on alternative use of all or part of this amount for facilities that can contribute to finding other work.

12.13 **Re-employment periods in the event of reorganisation**

In the event of a reorganisation for which a social plan has been agreed, re-employment periods apply for your *employer*. During this term, you will receive assistance with finding another job, within or outside your *employer's* organisation, for instance with respect to job interviews and taking training. The reference date applying as the start date for the re-employment term is the date on which the *employee* becomes redundant.

The length of the re-employment period depends on the duration of your employment:

- two months if the employment agreement has lasted less than 5 years;
- three months if the employment contract has lasted 5 to 10 years;
- four and a half months if the employment contract has lasted 10 to 15 years;
- six months if the employment contract has lasted 15 years or more.

Annexes

Annex 1 Matrix showing the remuneration and salary components

Annex 2 Shift work arrangements

Annex 1 Matrix for salary and income components

CLA concepts

	Job salary (salary scale on an annual basis for a 36 hour working week)	Fixed allowance	Salary exceeding grade maximum
The labour market-related allowance (is calculated on)	+	+	-
The performance-related allowance (is calculated on the Individual job salary)	+	-	+
Salary exceeding grade maximum (is calculated on)	+	-	-
The thirteenth month (1/12th share is calculated on)	+	+	+
Adjustment allowance (is calculated on the shift work allowance)	+	+	+
Overtime (is calculated on hourly wage, including any Saturday allowance)	+	+	+
Pension (PGS) (is calculated on)	+	+	+
Individual allowance (is calculated on)	+	-	+
Shift work allowance (is calculated on)	+	+	+
Holiday allowance (8%, is calculated on)	+	+	+
Deputation allowance (is calculated on)	+	+	-
Saturday allowance (is calculated on hourly wage)	+	+	+

Remuneration and salary components on the basis of which CLA terms are composed

	Shift work allowance / Allowance for shifted hours	Adjustment allowance	Performance-related allowance	Holiday allowance	13th month	Individual allowance	Saturday allowance	Labour market allowance	Overtime allowance	Deputation allowance
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	+	+	+	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	+	+	+	+	+	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	+	+	+	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-

CLA concepts

	Job salary (salary scale on an annual basis for a 36 hour working week)	Fixed allowance	Salary exceeding grade maximum
Job salary (is composed of)	+	-	-
Monthly job salary (is composed of)	:12	-	-
Individual job salary (is composed of)*	+	+	+
Individual monthly job salary (is composed of)*	:12	:12	:12
Hourly wage (is composed of)	:1,872	:1,872	:1,872
Annual salary (is composed of)*	+	+	+
Monthly salary (is composed of)*	:12	:12	:12
Annual income (is composed of)*	+	+	+
Monthly income (is composed of)*	:12	:12	:12

Remuneration and salary components on the basis of which CLA terms are composed

* In proportion to the agreed working hours

Working hours: The weekly working hours agreed with you.

Standard working hours: 36 hours on average per week.

Monthly job salary: Your job salary divided by 12.

Job salary: The scale amount applicable to you on an annual basis, associated with the salary scale on the basis of which you are paid based on the standard working hours.

Annual income: Your annual salary including any Saturday allowance, labour market-related allowance and/or individual allowance.

Annual salary: Your individual job salary plus the holiday allowance, thirteenth month and any performance-related allowance, shift allowance and/or adjustment allowance.

Monthly salary: Your annual salary divided by 12.

Monthly income: Your annual income divided by 12.

Individual monthly job salary: Your individual job salary divided by 12.

	Shift work allowance / Allowance for shifted hours	Adjustment allowance	Performance-related allowance	Holiday allowance	13th month	Individual allowance	Saturday allowance	Labour market allowance	Overtime allowance	Deputation allowance
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
+	+	+	+	+	+	-	-	-	-	-
:12	:12	:12	:12	:12	:12	-	-	-	-	-
+	+	+	+	+	+	+	+	+	-	-
:12	:12	:12	:12	:12	:12	:12	:12	:12	-	-

Individual job salary: The job salary applicable to you on an annual basis in proportion to the agreed working hours including any salary exceeding grade maximum.

Individual allowance: The individual allowance will not be a component of your individual job salary.

Hourly wage: Your individual job salary divided by 52 times the agreed weekly working hours.

Fixed allowance: Your individual job salary can be supplemented with a fixed allowance in case of conversion of the performance-related allowance in accordance with Article 6.4.

Deputation allowance: The allowance is not included as a base amount used for calculating any other compensation, allowance or payment specified in the CLA nor for calculating your pension base.

Annex 2 Shift arrangements

§1 Shift work and shifted hours of work

1 Definitions

- Shift work: work carried out according to a timetable that entails working according to a fixed schedule outside normal hours of work.
- Continuous work: work done in semi-continuous or continuous shifts.
- Semi-continuous work: a system of shift work whereby work is carried out in 5 uninterrupted 24-hour periods.
- Constant continuous work: a system of shift work whereby work is carried out during a whole week without interruption.
- Shifted hours of work: hours of work which show a fixed deviation from the normal hours of work.
- Shift work allowance: an allowance to compensate work carried out during shift work and shifted hours of work.

This article does not apply to *employees* engaged in cleaning work.

2 Arrangements for shift work or shifted hours of work

Work carried out during shift work or shifted hours of work must be set down in a timetable and as such, explicitly related to a particular job.

If you work during a shift or shifted hours of work you will be paid a shift work allowance and your hours of work will be set down in a timetable covering at least three months.

For specific situations, *employers* may agree a different timetable period with the *employee representation* or the trade unions.

You will be consulted in time about the setting up of the timetables. You will be given an overview of the hours of work and the average shift work allowance based on this. This means that over a certain period in your timetable the average of the allowances associated with the various hours of work will be calculated.

For shift work, an endeavour will be made to provide you with at least two consecutive days off per week. If one day off follows a night shift, then your sleeping time immediately following the night shift does not count as a day off.

A half-hour break between 00.00 and 07.00 or between 20.00 and 24.00 and on Saturday morning until 08.00 will be regarded as working hours.

If, following directly on from the period 00.00 hours to 07.00 hours and on Saturday up to 08.00 hours, continuous work has been carried out in the hours between 07.00 and 09.00 as well, a compensation of 150% will also apply for these hours.

You will be paid the compensation for working during a shift or shifted hours of work in accordance with the table in §2 Compensation Article 7.

3 Overtime

You will not normally be requested to work overtime if you work during a shift. If, owing to exceptional circumstances this is required, then compensation will preferably take place in the form of time off.

Overtime compensation is calculated in accordance with the provisions in Article 9.4. To this end, the *hourly wage* will be calculated on the basis of the *individual job salary* including the shift work allowance.

4 Written notification

You will be notified in writing of:

- the job and a brief description thereof;
- the applicable timetable and the relevant or agreed to compensation in time off and in money;
- arrangements with respect to meals.

You will receive a specified breakdown of calculations with respect to the total working hours and the shift work allowance.

5 *Meal expenses for shift work or shifted hours of work*

If because of working during a shift or shifted hours, you are unable to have a hot meal at home in the evening, then the costs of a meal will be reimbursed to you on submitting the receipt. This does not apply if your employer provides a meal.

Any wage tax or social premiums on the meal refund/meal provided, are for your account.

6 *Payment of salary during holidays*

The *monthly salary* will continue to be paid during holidays taking into account the shift work allowance.

§2 Compensation (except for provisions in the Transitional arrangement)

7 *Shift work allowance and shifted hours of work*

If you work during a shift or shifted hours of work, you will be paid an allowance which is a percentage of your *hourly wage*. The 100% *hourly wage* is included in this.

Time period	Allowance
Monday to Friday inclusive:	
- hours from 00.00 - 07.00 hours	150%
- hours from 07.00 - 21.00 hours	100%
- hours from 21.00 - 07.00 hours	150%
Saturday:	
- hours from 00.00 - 08.00 hours	150%
- hours from 08.00 - 17.00 hours	125%
- hours from 17.00 - 24.00 hours	200%
Sunday and public holidays:	
- hours from 17.00 - 24.00 hours	200%

8 *Public holidays and shift work*

All *generally recognised public holidays* not falling on a Sunday and included in the timetable for shift work are treated as Sundays and will moreover be compensated by an extra day of holiday.

If you are required to work on a *generally recognised public holiday* falling on a Saturday or a Sunday, you will also receive an extra allowance of 25% of the hourly wage for the hours worked on Saturday up to 17.00 hours and an extra allowance of 50% of the *hourly wage* for the hours worked on Sunday up to 17.00 hours.

Hours worked on New Year's Eve after 20.00 hours are treated the same as hours worked on New Year's Day. If New Year's Day following New Year's Eve falls on a Sunday, an additional payment of 50% will apply.

9 *Compensation in time off and/or money*

Compensation will be given partly in the form of time off and partly in the form of cash compensation (shift work allowance). For determining time compensation, hours will be treated as shown in the table in Article 7.

Compensation will, where possible and with due consideration to practical, social and organisational aspects, be equally divided into percentages of the normal length of *working hours* and percentages of the *hourly wage*. The compensation in time off specified here does not change the agreed length of *working hours*. For *employees* with shorter *working hours* than an average of 36 hours per week there is the option of paying 100% of the compensation in cash, subject to consultation. If due to the above considerations your *employer* requested that a shift ends earlier, you will be compensated for the full work shift.

10 *Built-in time off*

The time off built in into the timetable is valued according to the above time index.

11 *Shift work allowance as a base for other payments*

The shift work allowance is included in the base amount for calculating holiday allowance, the thirteenth month bonus, benefits during illness and incapacity for work and for the accrual of pension entitlements.

The holiday allowance specified in Article 9.1 of the CLA will be paid, at the option of your *employer*, either on the payment date stated in that Article or in the form of an increase of the cash compensation. Your *employer* will inform the *employee* of the method it has chosen. The shift work allowance forms the basis for benefits for incapacity for work in the sense that this compensation is taken into account by adding it to the *individual job salary*.

For each year in which an *employee* is included in shift work or shifted working hours and in which they participate in a retirement pension scheme, they will qualify for an additional claim to retirement pension of 1.75% of the shift work allowance received in that year. Periods shorter than one year are neglected. Periods longer than one year will be rounded off downwards to a completed number of months. The same conditions are applicable to this pension scheme as to the pension scheme operative in the organisation. This pension scheme is exempted from the testing of pension scheme provisions included in Pension Protocols I to V as stated in Pension Protocol V. The same holds for the corresponding tests stated in the VUT arrangement, 3 Facilities and in Pension Protocol IV under 4, as well as in the pension protocol for Pension Provision 1998.

§3 **Adjustment allowance**

12 *Adjustment allowance for shift work or shifted hours of work*

If you have worked during a shift or shifted hours of work, you may be paid an adjustment allowance if:

- your allowance exceeds 5% of your individual job salary and ceases; or

- your allowance decreases by more than 5% of your *individual job salary* due to a company reorganisation or your being found to be medically unfit for work.

The adjustment allowance in case of reduction of your allowance by more than 5% will only apply to the extent that the decrease is not due to a replacement of cash compensation with compensation in time. No adjustment allowance is payable to you if the lower allowance is due to the shifting of (part of) the allowance to (additional) compensation in time off in your shift work timetable. Neither is this allowance payable if your allowance decreases when you work in timetables covering a period of less than three months.

The adjustment allowance is calculated in accordance with the following table and once it has been granted it will be adjusted along with the general income adjustments in the CLA.

13 *Calculating the adjustment allowance*

For the duration of a shift work allowance the adjustment allowance for 4 consecutive periods (in months) is:

Duration of shift work		Adjustment payment in percentage of the base amount for shift work allowance during 4 consecutive periods, expressed in months			
From	To	80%	60%	40%	20%
½ year	¾ year	1	1	1	1
¾ year	1 year	2	2	2	2
1 year	2 years	3	3	3	3
2 years	3 years	4	4	4	4
3 years	4 years	5	5	5	5
4 years	5 years	6	6	6	6
5 years	6 years	7	7	7	7
6 years	7 years	8	8	8	8
7 years	8 years	9	9	9	9
8 years	9 years	10	10	10	10
9 years	10 years	11	11	11	11
10 years	15 years	12	12	12	12
15 years	20 years	15	15	15	15
20 years	or more	18	18	18	18

The base shift work allowance for the calculation of the adjustment allowance is calculated by taking the average shift work allowance received in the 12 months preceding the termination or the reduction of the allowance over the period in which the allowance was received.

If you are aged 60 years and older, and have been receiving a shift work allowance for ten years or more as referred to in this article, you will be paid adjustment allowance equal to this compensation, which will remain unchanged up to the date of retirement.

If you reach the age of 60 years during the term of an adjustment allowance arising from an allowance that has been payable for ten years or more, the adjustment allowance payable on your 60th birthday will continue unchanged until your date of retirement.

If you are 55 years or older, and have been receiving an allowance as referred to in this article for 15 years or more, then the adjustment allowance will be at least 75% of that which is stipulated for employees of 60 years old.

14 *Adjustment allowance and structural salary adjustments*

The adjustment allowances are adjusted in line with changes to the *job salaries* of *employees* by application of the structural income adjustment in Article 6.7 of the CLA.

15 *Adjustment allowance with shift work allowance in excess of 10%*

If your shift work allowance ceases or is significantly reduced for a reason other than the reasons stated in Article 12 (business reasons or being found to be medically unfit), you will not be entitled to an adjustment allowance under Article 12, unless:

- you are aged 45 years or more, and
- your shift work allowance is more than 10% of your *individual job salary*, and
- your shift work allowance ceases entirely or is reduced by more than 10% of your *individual job salary*, and
- the ending or reduction of the shift work allowance is not due to replacement of cash compensation with compensation in time.

If you meet the above conditions, you will receive a part of the adjustment allowance in accordance with the table in Article 13.

The amount of this part depends on your age, as follows:

- 45 to 49 years: 12.5% of the adjustment allowance in accordance with the table in Article 13.
- 50 to 54 years: 25.0% of the adjustment allowance in accordance with the table in Article 13.
- 55 to 59 years: 37.5% of the adjustment allowance in accordance with the table in Article 13.
- 60 years and over: 50.0% of the adjustment allowance in accordance with the table in Article 13.

Article 14. applies mutatis mutandis.

16 *Adjustment allowance and increases in the individual job salary*

Both in the case of an adjustment allowance under Article 12 and an adjustment allowance under Article 15, your *employer* may deduct, either wholly or partially, any increases in the *individual job salary* of the *employee* concerned from your adjustment allowance. Excepted here are increases based on general salary measures pursuant to Article 6.7 of the CLA or on grounds of seniority in age or additional experience of the *employee*.

WERKGEVERS
VERENIGING
BANKEN



Contact address of CLA parties

c/o Werkgeversvereniging Banken (Employers' Organisation for Banks)

PO Box 7400

1007 JK Amsterdam

The Netherlands

+31 20 550 2888

www.caobanken.nl