

# CLA

Banks

1 January 2019  
1 January 2021



# CLA Banks

Collective labour agreement  
for the period commencing 1 January 2019 up to 1 January 2021

## Parties to this CLA

Werkgeversvereniging Banken (Employers' Association for Banks)

hereafter 'WVB'

party on the one side

and

CNV Vakmensen

FNV Finance

De Unie

hereafter 'the trade unions'

jointly party on the other side

have agreed a collective labour agreement on 31 January 2019  
in Amsterdam for the period commencing 1 January 2019 up to  
1 January 2021.

Werkgeversvereniging Banken, registered in Amsterdam

Anja Vester, Chairman

Sebastian Witkamp, Treasurer/Secretary

CNV Vakmensen, registered in Utrecht

Jolien Dekker, Manager

Piet Fortuin, Chairman

FNV Finance, part of FNV, registered in Utrecht

Fred Polhout, Manager

De Unie, registered in Culemborg

Harma Pethke, Representative

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 N.V.

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.

International Card Services B.V.

Intesa Sanpaolo Bank Luxembourg S.A., Amsterdam Branch

Isbank AG, Amsterdam Branch

JPMorgan Chase Bank N.A., Amsterdam Branch

KAS BANK N.V.

KBC Bank N.V. Nederland

KEB Hana Bank Amsterdam Branch

Mizuho Bank Europe N.V.

MUFG Bank (Europe) N.V.

Nederlandse Financierings-maatschappij voor Ontwikkelingslanden N.V. (FMO)

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](http://www.caobanken.nl).

## Introduction <sup>\*)</sup>

The CLA Banks has a long history and has developed over time into a framework CLA in which a large number of different banks and financial institutions are participants. Banks vary in terms of identity and structure.

Around two thirds of the participating banks and financial institutions have their head office outside the Netherlands and it is their branch in the Netherlands that is affiliated to the CLA Banks.

The financial market in which banks operate is subject to major change as a result of exponentially growing new technology and features the arrival of new players, the large and small fintech companies. As a result of globalisation, bank products and customers are increasingly less bound by national borders. The current economic developments demand a flexible and often rapid response from banks and their employees. The banking sector is undergoing a process of change to meet these trends. The sector is rapidly developing into an adaptable digital sector in which national and sector borders are becoming blurred.

This has significant consequences for the labour market. The banking sector is in decline and undergoing heavy outflow, while at the same time there is increasing demand for specific and highly trained talent. These changes are taking place in a context of a growing Dutch economy, increasing tightness in the labour market and large variations in supply and demand. The retirement age is rising as a result of increased life expectancy and older employees are being asked to work for longer. At the same time, an employment contract for life can no longer be taken for granted. Diversity in employment relationships is increasing.

This calls for adaptable workers with various talents who invest in their employability and mobility in the labour market and devote attention to their vitality. A proactive attitude by employees is essential for people to be able to develop along with these changes. Employees need to take the initiative and continue to learn in order to further develop their talents and devote attention to a good balance between work and private life. Employers need to facilitate this, contribute to a culture of diversity and inclusiveness and provide a good balance between permanent and flexible employee relationships.

This CLA Banks is designed for mature employment relationships, with room for employers and employees to make specific arrangements that reflect their diversity. Arrangements that address the use of talented people inside and outside the organisation and the way in which workers can continue to participate in a rapidly changing labour market in a vital way.

Werkgeversvereniging Banken  
CNV Vakmensen  
FNV Finance  
De Unie

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\* This is a translated version of the original Dutch text. In the event of any conflict or inconsistency between the English text and the Dutch text, the Dutch text shall prevail. No rights can be derived from this translated version.

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# 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 After-effects

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 2019 to 1 January 2021 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 of application**

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

### **The employment benefits à la carte system**

Participating *employees* may develop an employment benefits à la carte system in consultation with the *employee representatives*. 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 dispensation 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 receives 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.

**Legal changes**

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.

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 Representatives**

All employee representation that has its basis in the Works Council 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](http://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 caregiver**

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.

**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

### Employers' obligations

#### 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

#### **Ban on ancillary 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* organisation, 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 <sup>\*)</sup>

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 Joint 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 carer*. It could be important for you to discuss this with your manager.

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\* 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

##### **Developing policy**

Each *employer* develops and reviews its policy with respect to sustainable employability together with the *employee representatives*. 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 older *employees*.

The *employer* will, as part of its policy for sustainable employability, formulate a specific vitality plan in 2019 in concert with the *employee representatives*. As part of this plan, the *employer* will establish how *employees* can be motivated to work on their vitality and adaptability and will translate this into initiatives and tools. Workload will also be included in the vitality plan. The plan may also include existing initiatives.

#### 4.5

##### **Study of sustainable employability**

The CLA parties have agreed that during the term of the CLA the WVB will survey the amounts spent and the use of instruments for sustainable employability at *employers* each year. This concerns a broad definition of sustainable employability. The review will look at the costs of training and the application of collective or individual budgets. The vitality plans of *employers* will also be specifically surveyed at the end of 2019. This information will be collected by the WVB and shared with the trade unions.

## **Development**

#### 4.6

##### **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 for development

### 4.7 **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.

### 4.8 **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 as far as possible take place during working hours.

In consultation with the *employee representatives*, 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 another job as a result of reorganisation.

## Other types of development

### 4.9 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.

### 4.10 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.



#### 4.11

##### **Vitality leave and 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). During the term of the CLA, the WVB will bring both these schemes to the attention of members who as yet make no or only limited use of them and review whether there are obstacles to their use.

#### 4.12

##### **Informal care**

There is an increasing need for *informal caregivers* these days. The provisions for emergency leave and short and long term care leave in Article 8.12 therefore also apply to *informal caregivers*. In addition, as an *informal caregiver*, you can make use of the additional provision in Article 8.15. This is subject to the condition that you have previously informed your manager that you are an *informal caregiver*.

## 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 applies that 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 **Probationary period**

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 **Non-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) Dutch Civil Code).

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) Dutch Civil Code.

#### 5.7 **Termination of employment contract on becoming eligible for a 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 a 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 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 is available to all *employees*.

**Employers without a company salary system**

*Employers* not using a company salary system must apply the salary scales stated in Article 6.8 in accordance with the salary tables 1.a and 2.a.

*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 1.b and 2.b 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 1.a and 2.a in Article 6.8.

**Employers with a company salary system**

*Employers* can compose their own salary scales with the approval of the *employee representatives* 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 representatives*, 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;
- classification in the training phase;
- deputation.

### **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 representatives*. If the *employee representatives* 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 in 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.

### **Structural salary adjustment**

The salary scale amounts and *job salaries* of the *employees* will be increased from 1 January 2019 by 2.5% and from 1 January 2020 by 2.5% in accordance with the salary tables in Article 6.8.

**Table 1a** *Salary scale amounts (gross based on 12 months) at 1 January 2019 based on a 36-hour working week*

Salary scale	3	4	5	6	7
Initial job salary				23,436.61	26,247.24
Job year	1			24,248.81	27,157.43
	2		22,451.36	25,057.16	28,068.20
	3		23,173.73	25,868.80	28,978.98
	4	21,423.40	23,896.65	26,677.69	29,889.18
	5	22,067.99	24,619.58	27,486.56	30,799.95
	6	22,712.60	25,341.38	28,296.59	31,709.81
	7	21,674.22	23,357.21	26,065.94	29,107.66
	8	22,272.26	24,004.54	26,787.22	29,914.37
	9	22,869.24	24,650.21	27,509.05	30,726.57
	10	23,468.90	25,293.19	28,230.86	31,535.04
	11	24,064.23	25,941.07	28,955.42	32,354.23
Final job salary	12	24,663.91	26,585.68	29,676.70	33,171.21
				33,171.21	37,227.96

**Table 1b** *Salary scale amounts (gross based on 12 months) at 1 January 2019 based on a 36-hour working week after conversion of the appraisal allowance into job salary in accordance with Article 6.4*

Salary scale	3	4	5	6	7
Initial job salary				25,194.36	28,215.78
Job year	1			26,067.48	29,194.23
	2		24,135.22	26,936.45	30,173.32
	3		24,911.76	27,808.96	31,152.41
	4	23,030.16	25,688.89	28,678.51	32,130.87
	5	23,723.09	26,466.05	29,548.06	33,109.94
	6	24,416.04	27,241.99	30,418.84	34,088.05
	7	23,299.79	25,109.00	28,020.89	31,290.74
	8	23,942.67	25,804.88	28,796.26	32,157.95
	9	24,584.43	26,498.98	29,572.23	33,031.06
	10	25,229.07	27,190.18	30,348.17	33,900.17
	11	25,869.05	27,886.65	31,127.08	34,780.79
Final job salary	12	26,513.70	28,579.61	31,902.45	35,659.06
				35,659.06	40,020.06



8	9	10	11	12	13	14	15
29,455.99	33,148.54	37,944.30	43,376.69	50,388.31	58,519.24	68,555.80	80,570.61
30,482.31	34,316.24	39,325.48	44,911.09	52,162.65	60,582.99	70,979.32	83,423.18
31,506.99	35,482.24	40,684.53	46,453.60	53,938.12	62,650.63	73,403.39	86,277.99
32,541.21	36,650.46	41,959.53	47,981.00	55,712.48	64,713.81	75,829.74	89,133.10
33,576.14	37,819.26	43,298.69	49,507.31	57,487.38	66,779.23	78,251.54	91,983.16
34,612.72	38,985.83	44,636.74	51,031.92	59,298.27	68,844.07	80,676.75	94,835.18
35,647.63	40,155.20	45,977.06	52,557.64	61,033.84	70,910.05	83,099.14	97,687.76
36,682.00	41,322.31	47,603.31	54,083.94	62,810.96	72,972.10	85,524.90	100,540.34
37,718.59	42,487.77	48,648.06	55,610.82	64,584.18	75,036.41	87,947.86	103,394.05
38,752.96	43,655.46	49,981.06	57,135.98	66,359.66	77,102.93	90,477.10	106,246.62
39,788.46	44,822.59	51,312.94	58,662.27	68,132.31	79,168.35	92,796.02	109,098.65
40,823.92	45,995.48	52,643.12	60,188.01	69,907.79	81,232.61	95,222.34	111,952.89
41,859.41	47,167.02	53,976.67	61,714.31	71,681.58	83,297.49	97,646.42	114,802.69

8	9	10	11	12	13	14	15
31,665.19	35,634.68	40,790.12	46,629.94	54,167.44	62,908.18	73,697.49	86,613.40
32,768.48	36,889.96	42,274.89	48,279.42	56,074.85	65,126.72	76,302.77	89,679.92
33,870.02	38,143.41	43,735.86	49,937.63	57,983.48	67,349.43	78,908.64	92,748.84
34,981.80	39,399.25	45,106.50	51,579.57	59,890.92	69,567.34	81,516.97	95,818.08
36,094.35	40,655.71	46,546.09	53,220.35	61,798.93	71,787.67	84,120.41	98,881.90
37,208.68	41,909.77	47,984.50	54,859.32	63,745.64	74,007.38	86,727.50	101,947.82
38,321.21	43,166.83	49,425.34	56,499.47	65,611.38	76,228.31	89,331.57	105,014.34
39,433.15	44,421.48	51,173.55	58,140.24	67,521.79	78,445.00	91,939.27	108,080.87
40,547.48	45,674.35	52,296.66	59,781.63	69,428.00	80,664.14	94,543.95	111,148.60
41,659.44	46,929.62	53,729.64	61,421.18	71,336.63	82,885.65	97,262.88	114,215.12
42,772.59	48,184.29	55,161.41	63,061.94	73,242.24	85,105.97	99,755.72	117,281.05
43,885.71	49,445.14	56,591.35	64,702.11	75,150.87	87,325.06	102,364.01	120,349.35
44,998.87	50,704.54	58,024.92	66,342.88	77,057.70	89,544.80	104,969.90	123,412.89

**Table 2a** *Salary scale amounts (gross based on 12 months) at 1 January 2020 based on a 36-hour working week*

Salary scale	3	4	5	6	7
Initial job salary				24,022.53	26,903.42
Job year	1			24,855.03	27,836.36
	2		23,012.65	25,683.59	28,769.91
	3		23,753.08	26,515.52	29,703.46
	4	21,958.99	24,494.06	27,344.63	30,636.41
	5	22,619.69	25,235.07	28,173.73	31,569.95
	6	23,280.41	25,974.92	29,004.01	32,502.56
	7	22,216.07	23,941.14	26,717.59	29,835.35
	8	22,829.06	24,604.65	27,456.90	30,662.23
	9	23,440.97	25,266.47	28,196.78	31,494.73
	10	24,055.62	25,925.52	28,936.63	32,323.41
	11	24,665.84	26,589.60	29,679.31	33,163.08
Final job salary	12	25,280.51	27,250.32	30,418.62	34,000.49

**Table 2b** *Salary scale amounts (gross based on 12 months) at 1 January 2020 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
Initial job salary				25,824.22	28,921.17
Job year	1			26,719.16	29,924.09
	2		24,738.60	27,609.86	30,927.65
	3		25,534.56	28,504.18	31,931.22
	4	23,605.91	26,331.12	29,395.47	32,934.15
	5	24,316.17	27,127.70	30,286.76	33,937.69
	6	25,026.44	27,923.04	31,179.31	34,940.25
	7	23,882.28	25,736.72	28,721.41	32,073.01
	8	24,541.24	26,450.00	29,516.16	32,961.90
	9	25,199.04	27,161.46	30,311.54	33,856.84
	10	25,859.80	27,869.93	31,106.88	34,747.67
	11	26,515.78	28,583.82	31,905.25	35,650.31
Final job salary	12	27,176.54	29,294.10	32,700.02	36,550.53

8	9	10	11	12	13	14	15
30,192.39	33,977.25	38,892.91	44,461.11	51,648.02	59,982.22	70,269.70	82,584.87
31,244.37	35,174.15	40,308.61	46,033.87	53,466.72	62,097.57	72,753.81	85,508.76
32,294.67	36,369.30	41,701.64	47,614.94	55,286.58	64,216.90	75,238.47	88,434.94
33,354.74	37,566.73	43,008.52	49,180.52	57,105.29	66,331.65	77,725.48	91,361.43
34,415.54	38,764.74	44,381.15	50,744.99	58,924.57	68,448.71	80,207.83	94,282.74
35,478.04	39,960.48	45,752.66	52,307.72	60,780.73	70,565.18	82,693.66	97,206.06
36,538.83	41,159.07	47,126.49	53,871.58	62,559.69	72,682.80	85,176.62	100,129.95
37,599.05	42,355.37	48,793.39	55,436.04	64,381.24	74,796.40	87,663.03	103,053.85
38,661.55	43,549.96	49,864.26	57,001.09	66,198.79	76,912.32	90,146.56	105,978.90
39,721.79	44,746.84	51,230.59	58,564.38	68,018.65	79,030.50	92,739.03	108,902.79
40,783.17	45,943.16	52,595.76	60,128.82	69,835.62	81,147.55	95,115.92	111,826.12
41,844.51	47,145.37	53,959.20	61,692.71	71,655.48	83,263.43	97,602.89	114,751.71
42,905.90	48,346.19	55,326.09	63,257.16	73,473.62	85,379.92	100,087.58	117,672.75

8	9	10	11	12	13	14	15
32,456.82	36,525.55	41,809.88	47,795.69	55,521.62	64,480.89	75,539.93	88,778.74
33,587.70	37,812.21	43,331.76	49,486.41	57,476.72	66,754.89	78,210.34	91,921.92
34,716.77	39,096.99	44,829.26	51,186.07	59,433.07	69,033.17	80,881.36	95,067.56
35,856.34	40,384.23	46,234.16	52,869.06	61,388.19	71,306.52	83,554.89	98,213.53
36,996.71	41,672.10	47,709.74	54,550.86	63,343.91	73,582.37	86,223.42	101,353.95
38,138.89	42,957.52	49,184.11	56,230.80	65,339.28	75,857.56	88,895.69	104,496.52
39,279.24	44,246.01	50,660.97	57,911.95	67,251.66	78,134.02	91,564.86	107,639.70
40,418.98	45,532.02	52,452.89	59,593.74	69,209.83	80,406.13	94,237.75	110,782.89
41,561.17	46,816.21	53,604.08	61,276.17	71,163.70	82,680.74	96,907.55	113,927.31
42,700.92	48,102.86	55,072.88	62,956.71	73,120.05	84,957.79	99,694.45	117,070.50
43,841.91	49,388.90	56,540.44	64,638.49	75,073.29	87,233.62	102,249.61	120,213.08
44,982.85	50,681.27	58,006.14	66,319.66	77,029.64	89,508.19	104,923.11	123,358.09
46,123.84	51,972.15	59,475.55	68,001.45	78,984.14	91,783.42	107,594.15	126,498.21

### 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 **Job classification**

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 **Job classification 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.

## Appraisal system and salary increases

### 6.12 **Appraisal system**

Your work and your personal development are reviewed annually. With the approval of the *employee representatives* 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 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 Article 6.3 up to and including 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.

### **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 representatives* 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 coupled.

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.

### **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 into 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, if 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 state retirement (AOW) pension in seven years or less at the time of transfer to 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.



**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 working days and 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 company's interest

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 Adjusting the 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.

**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 retirement (AOW) pension, 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 reaching the age of entitlement to state retirement (AOW) pension.

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 retirement (AOW) pension, 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, as follows:

- a half day off per week or one day off per two weeks;
- a four-day working week of 4 x 9 hours, where this is possible and useful from an organisational perspective;
- different working weeks in number of days on a monthly, quarterly or semi-annual basis. In this case the relevant agreements will be established in good time;
- variations of these forms.

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

### **Flexible 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.

## **Overtime**

7.8

### **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.

7.9

### **Overtime rules**

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.

7.10

**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.

7.11

**Maximum amount of overtime per quarter**

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

7.12

**Meals and breaks for meals in the event of overtime**

If due to working overtime for two hours of 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 up to a reference amount of € 11.80. 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.

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 leave 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 64.8 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 **Being incapacitated 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 **Becoming incapacitated 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:

- 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

#### Arranging vitality leave

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. 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, to 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 retirement (AOW) pension, 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 reaching the age of entitlement to state retirement (AOW) pension, 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 representatives*.

In any case:

- requests for vitality leave will be granted unless this is impossible due to overriding company interests. If this is the case then 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 eligible *employees* includes all *employees* who on 1 January of the calendar year have been employed seven years or longer, who have not taken vitality leave in the past seven years and who are not participating in the former senior employees leave scheme. 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 representatives*.

## 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 another 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**

Supplementary to the statutory scheme for paid leave when their *partner* gives birth, in the period from 1 January 2019 to 1 July 2020 the *employee* is entitled to an additional paid working week for birth leave. The *employee* is entitled to a total of two working weeks' paid birth leave in this period. From 1 July 2020 the statutory scheme will apply, that is one fully paid working week of birth leave plus five weeks of birth leave with continued payment of 70% of the (maximum) daily wage.

#### 8.15 **Parental leave**

In addition to the statutory scheme, when on parental leave you receive a supplement of 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 caregiver*.

#### 8.17 **Special leave of absence**

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 partner; – your child residing at home (including a step- or foster child).	From the day of decease up to and including the day of the funeral.
The death of: – a parent (including parents-in-law, step- and foster parents); – a grandparent; – your child not residing at home (including a step- or foster child or a child by marriage); – your brother or sister (including brother- and sister-in-law, half-, step-and foster brother/-sister); – 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

**Leave for seniors**

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, if work allows, take up to ten days paid leave per calendar year 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, if work allows, take up to six days additional leave, 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.

**Unpaid leave**

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

## 9 Allowances

### 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 if necessary settled.

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 Thirteenth month bonus

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 thirteenth 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 Article 7.8 up to and including Article 7.12 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	Percentage of hourly wage or hours worked		
	Sunday/Public holiday	Mon through Fri	Sat
Hours			
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.

**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.

**Labour market-related 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 Schemes

### Incapacity for work

#### 10.1 **Supplementary payments in the first two years of occupational disability**

If, on the first day of illness, you have been employed by your *employer* for at least two months, you will be paid a supplement up to 100% in the first year and 70% in the second year of your most recently earned *annual income* in the event of illness or incapacity for work.

When calculating your *annual income* structural salary increases, set out in Article 6.7, are taken into consideration, unless a fixed percentage has been agreed with the insurer.

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.

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 onwards in case of an occupational disability of 80% or more**

On the expiry of the period referred to in Article 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 an AOW pension (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 your carrying out the job – you are not entitled to the supplementary payments referred to in this article.

If your *annual income* exceeds the maximum benefit entitlement threshold for IVA benefit and if on the first day of illness you have worked for your *employer* for at least five years, you are eligible for a supplementary payment of:

- 70% of the *annual income*, insofar as this exceeds the maximum IVA benefit entitlement threshold;
- 80% of the *annual income* decreased by the amount of IVA benefit, if before 1 January 2017 you have reached the age of 57.5 years on the first day of your illness or if you have 7.5 years or less left before reaching the age of entitlement to state retirement (AOW) pension on the first day of your illness.

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.

When calculating your *annual income* any salary increases as described in Article 6.7 are taken into consideration, unless a fixed percentage has been agreed with the insurer.

#### 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 an occupational disability between 35% and 80% or 80% to 100% but not permanent, a supplement of up to 75% of the *annual income* in respect of the disability degree up to the maximum daily wage during the wage related period. If you culpably use less than 50% of your remaining capacity you are not eligible for this supplement.

If your *annual income* exceeds the maximum benefit entitlement threshold for WGA benefit and on the first day of your illness you have worked for your *employer* for at least five years, you are eligible for a supplementary payment in proportion to your occupational disability of:

- 70% of the *annual income*, insofar as this exceeds the maximum WGA benefit entitlement threshold;
- 80% of the *annual income* decreased by the amount of WGA benefit, if before 1 January 2017 you have reached the age of 57.5 years on the first day of your illness or you have 7.5 years or less left before reaching the age of entitlement to state retirement (AOW) pension on the first day of your illness.

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 the disability benefit expires you are no longer eligible for the supplementary payments.

## 10.5

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

The provisions in 10.1, 10.2 and 10.3 are not applicable 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

### **Bereavement allowance**

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 in 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 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 might be incurred, if you receive compensation as a result of having to use a car for business purposes.

10.8

**Care 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**

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

**Trade union contribution**

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



## 11 Pensions

### 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 shorter, 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 Types of pension

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 scheme (CDC scheme);
- an individual defined contribution scheme;
- or combinations thereof (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 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 target 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 salary 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 € 19,253.53 on 1 January 2019, and a maximum state pension deductible of € 19,734.87 on 1 January 2020. 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 € 19,253.53 on 1 January 2019, and a maximum state pension deductible of € 19,734.87 on 1 January 2020. 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 € 19,253.53 on 1 January 2019, and a maximum state pension deductible of € 19,734.87 on 1 January 2020. 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 the 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 for each *employee* at the *employer* in question is 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 pension**

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 that have commenced**

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 provide 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.

## 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 branch;
  - 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 representatives*.
- 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 contribution to the trade unions**

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 representatives*. When scheduling the consultation procedure with the *employee representatives*, 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.

12.6

### **Participation Act**

More and more organisations are contributing to the creation of job opportunities for people with limitations. The banks that are parties to this CLA are also undertaking various activities in this area. To increase this contribution visibly, the CLA parties agree that each affiliated bank will purchase (at least) 1 Power Certificate (formerly: participation certificate) with a value of €3,500 from Everyday Heroes during the term of the CLA ([www.everydayheroes.com](http://www.everydayheroes.com)). The WVB will also request Everyday Heroes to devote specific attention to cultural diversity.



12.7

### **Temporary staff**

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

- a peak in the workload;
- a 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.

12.8

### **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 terminates by operation of law without notice being required. In the first half of 2022, the CLA parties will evaluate and consult with respect to the situation after 1 October 2022.

## **Reorganisation**

12.9

### **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* 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.

#### 12.10 **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.

#### 12.11 **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.

#### 12.12 **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 representatives* 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 representatives* and state the views of the trade unions on these matters.

#### 12.13 **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.

#### 12.14 **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 agreement has lasted 5 to 10 years;
- four and a half months if the employment agreement has lasted 10 to 15 years;
- six months if the employment agreement has lasted 15 years or more.




## Annexes

**Annex 1** Matrix showing the remuneration and salary components

**Annex 2** Shift arrangements

## Annex 1 Matrix showing the remuneration and salary 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, inclusive 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

-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
+	+	+	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
+	+	+	+	+	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
+	+	+	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-

	Job salary (salary scale on an annual basis for a 36 hour working week)	Fixed allowance	Salary exceeding grade maximum
<b>CLA concepts</b>			
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

**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.

**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.

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

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

**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.



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	-	-

**Individual monthly job salary:** Your individual 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.

**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.

**Standard working hours:** 36 hours on average per week.

**Working hours:** The weekly working hours agreed with you.

## 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, up to a reference amount of € 11.80. 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:	
– the hours between 00.00 - 07.00 hours	150%
– the hours between 07.00 - 21.00 hours	100%
– the hours between 21.00 - 07.00 hours	150%
Saturday:	
– the hours between 00.00 - 08.00 hours	150%
– the hours between 08.00 - 17.00 hours	125%
– the hours between 17.00 - 24.00 hours	200%
Sunday and public holidays:	
– the hours between 00.00 - 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 Saturday after 17.00 hours and on Sunday.

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, the full work shift will be compensated.

## 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 amount 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
- if 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:

Length 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 year	3 years	4	4	4	4
3 year	4 years	5	5	5	5
4 year	5 years	6	6	6	6
5 year	6 years	7	7	7	7
6 year	7 years	8	8	8	8
7 year	8 years	9	9	9	9
8 year	9 years	10	10	10	10
9 year	10 years	11	11	11	11
10 year	15 years	12	12	12	12
15 years	20 years	15	15	15	15
20 years	or longer	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 and 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:

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

Article 14. applies mutatis mutandis.

**16**      *The 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 or on grounds of seniority in age or additional experience of the *employee*.

WERKGEVERS  
VERENIGING  
BANKEN



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