

# CLA Banks

collective labour agreement  
for the period commencing 1 July 2014 up to 1 January 2017

## Parties to this CLA

Nederlandse Vereniging van Banken (Dutch Banking Association)

(as representative of the participating banks AND financial institutions),  
hereafter 'NVB'

party on the one side

and

FNV Finance (as part of the FNV Bondgenoten)

De Unie

CNV Dienstenbond

hereafter 'the trade unions'

jointly party on the other side

have agreed a collective labour agreement on 3 June 2014 in Amsterdam  
for the period commencing 1 July 2014 up to 1 January 2017.

Nederlandse Vereniging van Banken (Dutch Banking Association),  
registered in Amsterdam

Eelco Dubbeling, Director

Astrid Seegers, Manager Labour Affairs

FNV Finance, registered in Utrecht

Carla Kiburg, Manager

De Unie, registered in Culemborg

Reinier Castelein, Chairman

Harma Pethke, Representative

CNV Dienstenbond, registered in Hoofddorp

D. Swagerman, Chairman

G.F. van Linden, Coordinator Employment Conditions

## Participating banks, financial and associated institutions

(on the effective date of the CLA)

Argenta Spaarbank NV, Bijkantoor Nederland  
Bank of America N.A., Amsterdam branch  
Banque Chaabi du Maroc  
Bank of Tokyo-Mitsubishi UFJ (Holland) N.V.  
BNG Bank (NV Bank Nederlandse Gemeenten)  
Citibank International PLC, Netherlands Branch  
Commerzbank AG Kantoor Amsterdam  
Demir-Halk Bank (Nederland) N.V.  
Deutsche Bank AG, Amsterdam Branch  
DSI (associated institution)  
GarantiBank International N.V.  
GE Artesia Bank  
Habib Bank Limited  
International Card Services B.V.  
Intesa Sanpaolo S.p.A.– Branch Amsterdam  
Isbank AG  
JPMorgan Chase Bank N.A.  
KAS BANK N.V.  
KBC Bank N.V. Nederland  
Keytrade Bank Nederland NV  
Korea Exchange Bank  
Mizuho Bank Nederland NV  
Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden NV (FMO)  
NWB Bank  
Société Générale Bank Nederland NV  
Société Générale SA  
Stichting Erkend Hypotheekadviseur SEH (associated institution)  
TD Bank NV  
Theodoor Gilissen Bankiers NV  
Triodos Bank NV  
Yapi Kredi Bank Nederland NV

Interim registrations will be published on [www.caobanken.nl](http://www.caobanken.nl).

## Introduction \*)

With this entirely updated CLA we, as CLA parties have established a modern and balanced package of employment benefits and a level of employment benefits at the participating employers that is unequivocally arranged. At the same time there is room for flexible interpretation by employers.

This CLA also indicates that the CLA parties attach great importance to healthy labour relations, sustainable employability and a good balance between work and private life.

Dutch banking association (NVB)

FNV Finance

De Unie

CNV Dienstenbond

\*) 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.

# Table of contents

## 1 General provisions 11

- 1.1 Parties 11
- 1.2 Name 11
- 1.3 After-effects 11
- 1.4 Character 11
- 1.5 Term 11
- 1.6 Scope of application 12
- 1.7 The employment benefits à la carte system 12
- 1.8 Dispensation 12
- 1.9 Legal changes 13
- 1.10 Disputes between employee and employer 13
- 1.11 Disputes between employer and trade unions 13

## 2 Definitions 14

## 3 General obligations of the employer and the employee 17

- 3.1 No provisions may contravene this CLA 17
- 3.2 Making the CLA available 17
- 3.3 Performing other work on a temporary basis 17
- 3.4 Ban on ancillary activities 18
- 3.5 Confidentiality 18
- 3.6 Rules of conduct in the event of illness or incapacity for work 18

## 4 Sustainable employability 19

## 5 Commencement of employment and termination of employment 24

- 5.1 Content of the employment contract 24
- 5.2 Permanent and fixed term 24
- 5.3 Probationary period 25
- 5.4 Non-competition clause 25
- 5.5 Suspension from duties as a disciplinary measure 25
- 5.6 Notice periods 25
- 5.7 Notice periods in the event of reorganisation 26
- 5.8 Termination of your employment contract on becoming eligible for a state pension (AOW) 26
- 5.9 Partial incapacity for work and termination of the employment contract 26
- 5.10 Full incapacity for work and termination of the employment contract 27

## 6 Job and remuneration 28

- 6.1 Job grading 28
- 6.2 Recognised systems 28
- 6.3 Salary system 28
- 6.4 Employers without a company salary system 29
- 6.5 Employers with a company salary system 29
- 6.6 Adjusting the company salary system 29
- 6.7 Structural salary adjustment 30
- 6.8 Salary scales 30
- 6.9 Gross minimum (youth) wage 34
- 6.10 Job classification 34
- 6.11 Job classification in the training phase 34
- 6.12 Appraisal system 35
- 6.13 Employers without a company salary system 36
- 6.14 Employers with a company salary system 36
- 6.15 Performance-related allowance 37
- 6.16 Promotion 38
- 6.17 Job downgrading 38
- 6.17.1 Job downgrading in the event of a reorganisation or review of the job grading system 38
- 6.17.2 Job downgrading as a result of performance 39
- 6.17.3 Job downgrading at own request 39
- 6.18 Deputation and compensation 40

## 7 Working hours, hours of work and overtime 41

- 7.1 Standard working hours 41
- 7.2 Longer working hours in the interest of the company 41
- 7.3 Adjusting the working hours 41
- 7.4 Adjusting the working hours for older employees: 80-80-100 scheme 42
- 7.5 Usual hours of work and working on Saturday 43
- 7.6 Individual working days and hours of work 43
- 7.7 Flexible hours of work 44
- 7.8 What is overtime? 44
- 7.9 Overtime rules 45
- 7.10 Allowance for overtime 45
- 7.11 Maximum amount of overtime per quarter 45
- 7.12 Meals and breaks for meals in the event of overtime 46

## 8 Holiday, vitality leave and other leave schemes 47

- 8.1 Holiday hours 47
- 8.2 Granting in time off and/or money 48
- 8.3 Requesting and taking holiday 48
- 8.4 Holiday and incapacity for work 48
  - 8.4.1 Being incapacitated for work before going on holiday 48
  - 8.4.2 Becoming incapacitated for work while on holiday 48
- 8.5 Buying and selling holiday hours 49
- 8.6 Arranging vitality leave 49
- 8.7 Procedure for requesting vitality leave 50
- 8.8 Limiting the amount of vitality leave taken in a year 51
- 8.9 Vitality leave and terminating the employment contract 51
- 8.10 Vitality budget for employers with no more than 10 employees 51
- 8.11 Public holidays 52
- 8.12 Statutory leave under the Work and Care Act 52
- 8.13 Adoption leave 52
- 8.14 Parental leave 52
- 8.15 Short-term care leave 53
- 8.16 Special leave of absence 53
  - 8.16.1 Special leave of absence up to 1 January 2015 53
  - 8.16.2 Special leave of absence from 1 January 2015 55
- 8.17 Leave for seniors 55
- 8.18 Trade union leave 56
- 8.19 Pre-retirement leave 56
- 8.20 Unpaid leave 56

## 9 Allowances 57

- 9.1 Holiday allowance 57
- 9.2 Thirteenth month bonus 57
- 9.3 Saturday allowance 58
- 9.4 Allowance for overtime 58
- 9.5 Individual allowance 59
- 9.6 Labour market-related allowance 59

## 10 Schemes 60

- 10.1 Supplementary payments in the first two years of durable occupational disability 60
- 10.2 Special situations after the first two years of occupational disability 61
  - 10.2.1 Discussing the reintegration efforts after the end of the second year 61
  - 10.2.2 No statutory incapacity for work benefit (WIA) in connection with a penalty imposed on the employer 61
- 10.3 Supplementary payments from the third year onwards for employees with an occupational disability of 80% or more 61
- 10.4 Supplementary payments from the third year onwards for employees with an occupational disability of less than 35% and for beneficiaries under the WGA scheme (Resumption of work by those who are partially incapacitated for work) 62
- 10.5 Supplementary payments to employees reintegrated at another employer 63
- 10.6 Bereavement allowance 64
- 10.7 Commuting expenses 64
- 10.8 Care insurance 65
- 10.9 WGA shortfall and supplementary WGA/IVA benefits 65
- 10.10 Life cycle 65
- 10.11 Trade union contribution 65

## 11 Pensions 66

- 11.1 Pension Protocol 2006 66
- 11.2 Pension provision and minimum requirements under the Pension Protocol 2006 66
- 11.3 Entry into the Pension Protocol 2006 67
- 11.4 Forms of pension 67
- 11.5 Definitions and norms 67
- 11.6 Definitions of wage bill for the division of the pension costs 68
- 11.7 Your contribution to the pension costs 69
- 11.8 Employer's contribution to the pension 69
- 11.9 Standard retirement age and part time pension 69
- 11.10 Supplements to the pension entitlements (active employees) 69
- 11.11 Supplements to non-contributory entitlements (dormant rights) and pensions already in payment 70
  - 11.12 Pension accrual in the first two years of occupational disability 70
  - 11.13 Pension accrual after the first two years of occupational disability 70
  - 11.14 Voluntary supplementary pension scheme possibilities 71
  - 11.15 Changes in legislation 71
  - 11.16 Study agreement 71
  - 11.17 Transitional arrangement for Pension Protocol 2006 With respect to VUT (Early Retirement) and pension 71
  - 11.18 Pension Provision 1998 72
  - 11.19 Standard retirement age Pension Provision 1998 72
  - 11.20 Reference to the Transitional Arrangement for 1998 and the Pension protocol 1998 72

## 12 Position of trade unions and employment 73

- 12.1 Trade union facilities 73
- 12.2 Protecting trade union representatives 73
- 12.3 Employer's contribution to the trade unions 74
- 12.4 Developments in employment opportunities 74
- 12.5 Temporary staff 74
- 12.6 Financing the third year of unemployment 75
- 12.7 Information relating to major reorganisations 75
- 12.8 Confidentiality 75
- 12.9 Social Plan 75
- 12.10 Consultation 76
- 12.11 Supervising outplacements 76
- 12.12 Terms of notice for reorganisation 76

### Annexes 79

- 1 Matrix showing the remuneration and salary components 80
- 2 Shift work scheme 84
- 3 Court of Arbitration 94

## 1 General provisions

### CLA

#### 1.1 Parties

This CLA has been concluded between the NVB, on behalf of the banks, financial institutions and associated institutions in the financial sector listed above as the party on the one side and the trade unions as jointly 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 branch sector, this CLA has through the years developed into a framework CLA. Several CLA provisions present a frame within which the individual requirements of a bank or institution can be provided at organisational level. In addition, some provisions have a minimum or standard character. Which character a provision has is apparent from the text.

#### 1.5 Term

This CLA applies from 1 July 2014 to 1 January 2017 and will be renewed automatically each time for one year, unless at least one party has cancelled this CLA no later than three months prior to the end of the term in writing.

1.6

### **Scope of application**

NVB concludes this CLA with the trade unions on behalf of the above-listed banks and institutions. The banks and institutions are directly bound by this agreement.

In the event of interim accessions to this CLA by members of the NVB, the NVB will notify the trade unions thereof and register this extension as an interim change at the Ministry of Social Affairs and Employment on behalf of the CLA parties.

Directors, senior officers who are directly involved in determining corporate policy and *employees* with a job classified in a level/scale higher than 15 do not fall within the scope of this CLA. Neither does this CLA apply to *holiday staff*.

For *employees* assigned to technical, internal or maintenance services etc. divergent provisions may be included in this CLA.

1.7

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

Participating *employers* can develop an employment benefits à la carte system in consultation with the *employee representatives*. An employment benefits à la carte system makes it possible for you to swap sources (such as salary components and/or leisure time) for specific objectives (such as allowances, benefits and/or leisure time). The employment benefits arranged in this CLA can be included in this system.

1.8

### **Dispensation**

If an *employer* requests CLA parties for dispensation for the application of specific provisions of this CLA these parties may mutually decide to grant this. The *employer* who submits a dispensation request to the CLA parties will send a copy thereof to the *employee representatives*. The *employee representatives* will also be sent a copy of the decision taken by the CLA parties regarding this request.

Dispensation can also be requested for deviations from this CLA that apply to a group of *employees* at the *employer*. Proposals for changes to provisions that are already a deviation must again be submitted to CLA parties.

1.9

### **Legal changes**

If during the term of this CLA new legislation or regulations enter into force that affect the provisions of this CLA, the CLA parties will consult on the need for interim adjustment. In doing so it is the intention that either the present arrangements be maintained wherever possible or that these are replaced by an alternative arrangement.

## Settlement of disputes

1.10

### **Disputes between employee and employer**

A dispute between you and your *employer* regarding the application of this CLA should – to the exclusion of the court – be put before the Court of Arbitration for the Banking Industry.

The composition, procedure and manner of conducting proceedings are regulated in a separate regulation, which is part of this CLA.

The full text can be found on [www.caobanken.nl](http://www.caobanken.nl).

The secretariat of the Court of Arbitration is located in Amsterdam, PO Box 7400, 1007 JK, the Netherlands.

The agreement regarding the Court of Arbitration for the banking industry ends on 1 November, 2015. Mid 2015, the CLA parties will evaluate the functioning of the Court of Arbitration.

1.11

### **Disputes between employer and trade unions**

A dispute between an *employer* on the one hand and one or more unions (which are CLA parties) on the other hand, will preferably be resolved by arbitration by an arbitration committee to be appointed ad hoc.

Prior to this procedure, CLA parties will explore the possibility of a settlement without the intervention of a court.

## 2 Definitions

In this CLA definitions can be found 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 bonus and any performance-related allowance, shift work allowance and/or adjustment allowance.

### **Contact address of CLA parties**

c/o Dutch Banking Association (NVB):

Visiting address: Gustav Mahlerplein 29-35, 1082 MS Amsterdam, the Netherlands

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, not being holiday staff, director of a bank or highest official directly involved in determining the company policy.

In this CLA the employee will, wherever possible, be addressed as 'you' and where 'he' is used this can 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, financial institution or associated institution, as mentioned in the list of 'Participating banks, financial and associated institutions' (on the effective date of the CLA) or as notified to the Ministry of Social Affairs and Employment in the case of accession to this CLA during the term thereof.

### **Generally recognised public holiday**

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

### **Hired personnel**

The person who performs work for the employer otherwise than on the basis of a contract for services concluded by the employer with a third party, without having entered into an employment contract with the employer.

### **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.

### **Individual monthly job salary \*)**

Your individual job salary divided by 12.



**Job salary \*)**

The scale amount applicable to the employee on an annual basis, associated with the salary scale on the basis of which he is paid.

**Monthly job salary \*)**

Your job salary divided by 12.

**Monthly income \*)**

Your annual income divided by 12.

**Monthly salary \*)**

Your annual salary divided by 12.

**Partner**

The spouse or 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.

**Working hours**

The weekly working hours agreed with you.

\*) Annex 1 contains a list of income components

## 3 General obligations of the employer and the employee

### Employer's 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 applicable to you within your *employer's* organisation.

'Making available' is also understood to mean the possibility to be informed via electronic resources of the provisions of this CLA and of internal regulations of the *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 agent for others.

Approval will not be withheld, unless the *employer* can demonstrate that this employment 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, inasmuch 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 applicable at your *employer*. In addition, you should adhere to the applicable statutory rules.

## 4 **Sustainable employability**

### **Employees should – more than ever – be sustainably employable**

Well-trained and versatile staff are the joint responsibility of *employers* and *employees*.

In a rapidly changing economy new knowledge and skills are always in demand. More than ever before, banks and financial institutions also rely on their capability to work smartly and efficiently.

*Employees* need to be versatile and keep up to date. Not only in the interests of the continuity of the organisation in which you work but also in order to achieve ambitions in the future and last but not least for your personal development. For this reason sustainable employability is central to this CLA.

Investing in sustainable employability creates healthy, versatile and committed *employees* who can contribute to society both within and outside the organisation. The essence is to find a proper balance between work and private life and the health, competence and motivation of *employees*.

These days, doing more with fewer people is a necessity for many banks and financial institutions. Due to rapid developments in the financial sector the organisations and the jobs within it are continually open to change. This sometimes gives cause for concern about employment opportunities at your *employer*, but change also offers chances and new opportunities for you and your colleagues. To exploit these chances and opportunities, it is essential that together, you and your *employer* pay attention to your employability in the longer term.

The measures contained in this CLA improve the sustainable employability of you and your colleagues. The basic assumption here is always that you and your *employer* are both responsible.

Your *employer* provides the facilities and you apply yourself to your own training and development making use of the facilities provided.

These are:

- training and development;
- information on the employability website;
- exchange of vacancies and candidates;
- vitality leave;
- alternative for vitality leave (80-80-100 scheme).

CLA parties expressly undertake to draw this paragraph to the direct attention of their members and to support them in its effective realisation.

This is especially important with a view to the more stringent requirements which the supervisory authorities have placed on the knowledge and skills of *employees*.

### Training and development

In this CLA period, every *employer* will develop an individual employability policy together with the *employee representatives*.

The key issue here is the right of you and your colleagues to personal development possibilities.

To put the above into practice for the time and cost aspects of the training scheme, the below starting points will apply to the following situations:

- The costs of maintaining and increasing knowledge and skills for the present or next job are borne by your *employer*.
- Training courses needed directly for carrying out the job take place during hours of work.
- Training courses that are needed, according to expected developments, for your constant employability are, as a rule, taken for 50% in your own free time and the remaining 50% during hours of work.
- If your job becomes redundant as a result of restructuring, the costs of training for another job are for your *employer's* account.

Moreover, the training will, as far as possible, take place during hours of work.

- Where necessary, school and professional examinations will take place during hours of work.
- If you take training courses during the evening that in your *employer's* opinion are meaningful for developing professional skills within the organisation, you will during the normal term of the course be given the opportunity to end your daily work earlier if the required travel time calls for this. You keep your *monthly income*. The extent to which the work time is shortened and the frequency that this occurs will be determined by your *employer* in consultation with you.

Your *employer's* employability policy will pay extra attention to the schooling and career counselling of the older *employee*.

Non Dutch speaking *employees* are entitled to a Dutch language course.

Your *employer* will assess whether an EVC procedure (Competencies Acquired Earlier) is meaningful for *employees* educated up to and including Higher Vocational Education level. If this is the case your *employer* will cooperate with this. In an EVC procedure, you can have the knowledge and experience you have gained recognised and recorded in a certificate of accreditation of prior learning.

### Schooling

Since you are primarily responsible for your own employability you are entitled to schooling. You are expected to take your own initiatives for advancement. Your *employer* supports you in taking this responsibility and initiative, and is responsible for ensuring that you actually can benefit from training. It is ultimately your responsibility to seize these opportunities and to put them into practice in a personal development plan. In this way you make sure you can continue to perform your job and your employability remains the same or is even improved. So you can avoid potential negative consequences of reduced employability.

### Personal development plan

In consultation between you and your manager, you formulate a development plan together that is specifically tailored to you.

Once a year, an interview will take place during which your actual functioning, future developments in the work organisation and the possible effects of changes to your job and/or location will be discussed. Your *employer* takes into account your possibilities and wishes regarding your future functioning.

The following is recorded in writing in your personal development plan:

- taking part in schooling programmes, courses, training programmes, work placement, or other means of acquiring knowledge and experience either within or outside the organisation;
- the division between hours of work/free time;
- the costs;
- a timeframe, progression and evaluation.

When there is no clear picture of your potential for development, you can do a career check at the expense of your *employer*. This gives more clarity about your abilities and how you can best utilise them.

Your preference will in principle be the determining factor when discussing the choice of agency.

### Employability website

The parties to this CLA will make a website for the banking sector in this CLA period. This will contain practical help and information for *employer* and *employees*. The website will also offer tools to promote versatility. You as *employee* and your manager can use these tools.

### Exchange of vacancies and candidates

To ensure that after a reorganisation you are more likely to find a job elsewhere in the banking or financial sector, banks pay more attention to the mutual exchange of vacancies and candidates. For example, by placing vacancies on the above mentioned website.

### Vitality leave with effect from 1 January, 2015 and 80-80-100 scheme

From 1 January, 2015 you can take advantage of the vitality leave scheme. The objective is to promote your mental and physical health. CLA parties expect this to have a positive affect on your sustainable employability. This scheme includes an alternative form for the older *employee*: the 80-80-100 scheme. Both possibilities are detailed in the CLA, namely in Article 7.4 (80-80-100 scheme) and Article 8.6 up to and including 8.10 (vitality leave).

## 5 Commencement of employment and termination of employment

### Commencement of employment

#### 5.1 Content of the employment contract

When your employment at the *employer* commences you will receive written confirmation, stating:

- a the date the employment contract was entered into and the date employment commenced;
- b the number of *working hours* agreed to;
- 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 the job year assigned to you;
- i the *individual job salary* assigned to you;
- j admittance or non admittance to the pension scheme;
- k that employment terminates on the date the (pre)pension payment as specified in Chapter 11 commences;
- l whether you are bound to a non-competition clause and the content of this clause;
- m the applicability of this CLA and subsequent CLAs.

#### 5.2 Permanent and fixed term

An employment contract for an indefinite period of time is the rule. An employment contract for fixed term is the exception.

On concluding and renewing fixed term employment contracts your *employer* will apply the statutory rules (Article 7:668 and 7:668a of

the Dutch Civil Code). If however the employment contract covers a fixed period of time, this period may not exceed three years. CLA parties can grant dispensation.

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

From 1 January, 2015 no probationary period may be agreed in employment contracts with a duration of up to six months.

In all other cases, a probationary period of up to two months may be agreed. The duration of the employment contract does not affect this.

During the probationary period you and your *employer* can terminate the employment contract without notice and/or without observing a notice period.

#### 5.4 Non-competition clause

Your employment contract will not contain a non-competition clause as referred to in Article 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 the internal rules or regulations of your *employer* your *employer* can suspend you for up to seven workdays.

### Termination of employment

#### 5.6 Notice periods

Your employment contract should be terminated towards the end of the month.

Your notice period is one month. Your *employer's* notice period is two months and this does not depend on the duration of your employment contract (Article 7:672 paragraph 5 of the Dutch Civil Code).

Your *employer* can agree a longer notice period with 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 Article 7:672 paragraph 8 of the Dutch Civil Code.

5.7 **Notice periods in the event of reorganisation**

In the event of a reorganisation, the notice period for your *employer* takes:

Number of full years' employment after majority of employee	Notice period for employees aged	
	Up to and incl. 45 years	From 46 years
1 up to and including 3	2 months	2 months
4 up to and including 5	2 months	2 months + x weeks <sup>1)</sup>
6 up to and including 7	3 months	3 months + x weeks
8 up to and including 9	4 months	4 months + x weeks
10 up to and including 11	5 months	5 months + x weeks
12 or more	6 months	6 months + x weeks

<sup>1)</sup> x = the number of full service years with the employer after reaching the age of 45, with a maximum of 13.

5.8 **Termination of your employment contract on becoming eligible for a state pension (AOW)**

Your permanent employment contract terminates by operation of law no later than the day preceding the day on which you become eligible for a state pension.

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

In the event of partial incapacity for work your *employer* will do his utmost to continue the employment contract both in respect of the extent to which you are able to perform work and in respect of the extent to which you are declared to be occupationally disabled in order

to ensure optimal reintegration possibilities.

If you have a disability of less than 35% you will in principle remain employed. Your *employer* will create customised solutions – in accordance with the Statement of the Labour Foundation dated 5 November 2004 – at organisation level.

5.10 **Full incapacity for work and termination of the employment contract**

If you are aged 57.5 years on the first day of illness and you have been in service for at least five years, your employment contract terminates when you become eligible for a state pension, unless you communicate otherwise in writing.

## 6 Job and remuneration

### Job grading

#### 6.1 Job grading

Every *employer* uses a system of job grading recognised by the CLA parties in which the jobs are divided into job groups. Your *employer* will announce which system has been adopted for his organisation in such a way that all the *employees* are able to acquaint themselves with this.

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 system for job grading is 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 abovementioned systems for job grading. The CLA parties assess and establish whether this is complied with.

### Salary system and salary

#### 6.3 Salary system

Each *employer* must maintain 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* will announce which system has been adopted for his organisation in such a way that all the *employees* are able to acquaint themselves with this.

#### 6.4 Employers without a company salary system

*Employers* who do not opt for a company system have to apply the entire salary table in Article 6.8.

#### 6.5 Employers with a company salary system

*Employers* can create a company salary system with the approval of the *employee representatives* or the trade unions. The minimum and maximum amounts in your *employer's* salary table will never be lower than the corresponding amounts in the table in Article 6.8.

#### 6.6 Adjusting the company salary system

*Employers* who maintain higher salary scale amounts than those in the table in Article 6.8 can, against the background of the social context, adjust the salary scales in consultation with the *employee representatives* after 1 January 2015. If the *employee representatives* so choose, 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.

## 6.7 Structural salary adjustment

From 1 January 2015, *employees' job salaries* will be increased by 1% and from 1 January 2016 again by 1%. From the same dates the amounts in the salary table in Article 6.8 will also be increased by these percentages. The granting of these salary rises is subject to minimum amounts. From 1 January 2015, the increase in your *job salary* will be at least € 500 gross and from 1 January 2016 at least € 350 gross. This minimum amount includes the holiday allowance, the thirteenth month bonus and any other allowances (applying outside the scope of the CLA and which are increased on grounds of internal schemes as a result of collective increases).

For an employment contract that deviates from the average weekly *working hours* of 36 hours, these minimum amounts apply pro rata.

## 6.8 Salary scales

*Salary scale gross job salaries from 1 July 2014 based on a working week of 36 hours*

Salary scale	1	2	3	4	5	6	
Basys points	21-44	45-69	70-95	96-122	123-150	151-179	
Job starting salary	7,767.71	7,879.33	9,648.05	13,407.16	17,236.77	21,797.08	
Job year	1	8,981.08	11,143.59	11,143.59	15,020.06	19,041.31	22,577.76
	2	10,193.92	10,574.00	12,637.01	16,633.52	20,850.07	23,354.74
	3	11,405.74	11,921.08	14,129.91	18,246.44	21,544.40	24,134.88
	4	12,617.01	13,268.70	15,623.88	19,862.00	22,239.26	24,912.37
	5	13,830.91	14,614.21	17,116.77	20,481.58	22,934.14	25,689.86
	6	15,043.23	15,960.78	18,610.19	21,101.16	23,627.93	26,468.45
	7	16,256.08	17,308.37	20,103.08	21,720.76	24,324.37	27,248.05
	8	17,467.35	18,654.93	20,677.91	22,342.97	25,017.66	28,023.45
	9	17,952.18	19,171.33	21,251.72	22,963.59	25,711.48	28,804.13
	10	18,437.52	19,690.89	21,828.12	23,581.61	26,405.27	29,581.11
	11	18,920.77	20,208.90	22,400.34	24,204.34	27,101.71	30,360.71
Final job salary	12	19,167.05	20,725.31	22,976.75	24,832.94	27,795.00	31,138.22

7	8	9	10	11	12	13	14	15
180-209	210-240	241-272	273-305	306-339	340-374	375-410	411-447	448-485
24,498.63	27,582.86	31,116.64	35,680.64	40,850.51	47,478.52	55,139.91	64,596.88	75,917.86
25,373.50	28,569.35	32,227.91	36,995.08	42,310.77	49,150.40	57,084.48	66,880.45	78,605.71
26,248.93	29,554.27	33,337.56	38,288.46	43,771.03	50,823.34	59,032.72	69,164.53	81,295.66
27,124.36	30,538.65	34,449.34	39,501.84	45,210.22	52,495.23	60,976.75	71,450.77	83,982.99
27,999.24	31,523.57	35,561.65	40,776.28	46,648.39	54,167.63	62,922.91	73,732.72	86,671.38
28,874.66	32,510.07	36,671.85	42,049.67	48,084.96	55,873.94	64,868.50	76,017.87	89,358.70
29,747.44	33,494.97	37,784.70	43,322.01	49,522.58	57,509.29	66,815.18	78,300.38	92,046.54
30,623.41	34,479.35	38,895.42	44,854.34	50,960.73	59,183.80	68,758.15	80,586.06	94,734.40
31,500.40	35,465.84	40,004.55	45,838.76	52,399.44	60,854.61	70,703.24	82,869.10	97,423.31
32,375.28	36,450.23	41,115.81	47,094.78	53,836.53	62,527.56	72,650.44	85,154.25	100,111.16
33,248.61	37,435.68	42,226.54	48,349.75	55,274.67	64,197.85	74,596.58	87,437.29	102,798.49
34,123.51	38,421.11	43,339.36	49,603.12	56,712.31	65,870.80	76,541.64	89,723.50	105,487.90
34,998.92	39,406.56	44,443.24	50,859.66	58,150.47	67,542.15	78,487.28	92,007.60	108,173.13



*Salary scale gross job salaries from 1 January 2015  
based on a working week of 36 hours*

Salary scale	3	4	5	6	7	8
Basys points	70-95	96-122	123-150	151-179	180-209	210-240
Job starting salary				22,227.08	24,928.63	28,012.86
Job year	1		19,471.31	23,007.76	25,803.50	28,999.35
	2		21,280.07	23,784.74	26,678.93	29,984.27
	3	18,676.44	21,974.40	24,564.88	27,554.36	30,968.65
	4	20,292.00	22,669.26	25,342.37	28,429.24	31,953.57
	5	20,911.58	23,364.14	26,119.86	29,304.66	32,940.07
	6	19,040.19	21,531.16	24,057.93	26,898.45	30,177.44
	7	20,533.08	22,150.76	24,754.37	27,678.05	31,053.41
	8	21,107.91	22,772.97	25,447.66	28,453.45	31,930.40
	9	21,681.72	23,393.59	26,141.48	29,234.13	32,805.28
	10	22,258.12	24,011.61	26,835.27	30,011.11	33,678.61
	11	22,830.34	24,634.34	27,531.71	30,790.71	34,553.51
Final job salary	12	23,406.75	25,253.94	28,225.00	31,568.22	35,428.92

9	10	11	12	13	14	15
241-272	273-305	306-339	340-374	375-410	411-447	448-485
31,546.64	36,110.64	41,280.51	47,953.31	55,691.31	65,242.85	76,677.04
32,657.91	37,425.08	42,740.77	49,641.90	57,655.32	67,549.25	79,391.77
33,767.56	38,718.46	44,208.74	51,331.57	59,623.05	69,856.18	82,108.62
34,879.34	39,931.84	45,662.32	53,020.18	61,586.52	72,165.28	84,822.82
35,991.65	41,206.28	47,114.87	54,709.31	63,552.14	74,470.05	87,538.09
37,101.85	42,479.67	48,565.81	56,432.68	65,517.19	76,778.05	90,252.29
38,214.70	43,755.23	50,017.81	58,084.38	67,483.33	79,083.38	92,967.01
39,325.42	45,302.88	51,470.34	59,775.64	69,445.73	81,391.92	95,681.74
40,434.55	46,297.15	52,923.43	61,463.16	71,410.27	83,697.79	98,397.54
41,545.81	47,565.73	54,374.90	63,152.84	73,376.94	86,005.79	101,112.27
42,656.54	48,833.25	55,827.42	64,839.83	75,342.55	88,311.66	103,826.47
43,772.75	50,099.15	57,279.43	66,529.51	77,307.06	90,620.74	106,542.78
44,887.67	51,368.26	58,731.97	68,217.57	79,272.15	92,927.68	109,254.86

*Salary scale gross job salaries from 1 January 2016  
based on a working week of 36 hours*

Salary scale	3	4	5	6	7	8
Basys points	70-95	96-122	123-150	151-179	180-209	210-240
Job starting salary				22,527.08	25,228.63	28,312.86
Job year	1		19,771.31	23,307.76	26,103.50	29,299.35
	2		21,580.07	24,084.74	26,978.93	30,284.27
	3	18,976.44	22,274.40	24,864.88	27,854.36	31,278.34
	4	20,592.00	22,969.26	25,642.37	28,729.24	32,273.11
	5	21,211.58	23,664.14	26,419.86	29,604.66	33,269.47
	6	19,340.19	21,831.16	24,357.93	27,198.45	30,479.21
	7	20,833.08	22,450.76	25,054.37	27,978.05	31,363.94
	8	21,407.91	23,072.97	25,747.66	28,753.45	32,249.70
	9	21,981.72	23,693.59	26,441.48	29,534.13	33,133.33
	10	22,558.12	24,311.61	27,135.27	30,311.22	34,015.40
	11	23,130.34	24,934.34	27,831.71	31,098.62	34,899.05
Final job salary	12	23,706.75	25,553.94	28,525.00	31,883.90	35,783.21

9	10	11	12	13	14	15
241-272	273-305	306-339	340-374	375-410	411-447	448-485
31,862.11	36,471.75	41,693.32	48,432.84	56,248.22	65,895.28	77,443.81
32,984.49	37,799.33	43,168.18	50,138.32	58,231.88	68,224.75	80,185.68
34,105.24	39,105.64	44,650.83	51,844.89	60,219.28	70,554.74	82,929.70
35,228.13	40,331.16	46,118.95	53,550.38	62,202.38	72,886.93	85,671.05
36,351.57	41,618.34	47,586.02	55,256.40	64,187.66	75,214.75	88,413.47
37,472.87	42,904.47	49,051.47	56,997.01	66,172.36	77,545.83	91,154.81
38,596.85	44,192.78	50,517.98	58,665.23	68,158.17	79,874.22	93,896.68
39,718.67	45,755.91	51,985.04	60,373.39	70,140.19	82,205.84	96,638.56
40,838.90	46,760.12	53,452.67	62,077.79	72,124.38	84,534.77	99,381.52
41,961.27	48,041.39	54,918.64	63,784.36	74,110.71	86,865.85	102,123.39
43,083.11	49,321.58	56,385.69	65,488.23	76,095.97	89,194.78	104,864.74
44,210.48	50,600.14	57,852.23	67,194.80	78,080.13	91,526.94	107,608.21
45,336.55	51,881.94	59,319.29	68,899.75	80,064.87	93,856.95	110,347.41

## 6.9 Gross minimum (youth) wage

The gross minimum (youth) wage is, in the case of a full time employment contract, a percentage of the statutory minimum wage.

These percentages are set by the government and are as follows:

23 years and above: 100%

22 years: 85%

21 years: 72.5%

20 years: 61.5%

19 years: 52.5%

18 years: 45.5%

17 years: 39.5%

16 years: 34.5%

15 years: 30%

## 6.10 Job classification

You will be remunerated 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 growth

### 6.12 Appraisal system

Your work and your personal development are reviewed annually.

To this end, with the approval of the *employee representatives* or the trade unions, each *employer* maintains an appraisal system that should 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 manner in which you perform your job (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 **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 increment, insofar as you have not yet reached your job final salary. A standard increment 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 you a lower increment than expressed above, or no increment, 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 increment than expressed above, or several increments, resulting in a faster progression through the salary scale.

### 6.14 **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 his 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;
- the degree to which an *employee* develops in his 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.

Unless your *employer* opts to follow the scheme in this CLA, your *employer* will decide, with the approval of the *employee representatives*, how he will arrange:

- 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.

### 6.15 **Performance-related allowance**

Your *employer* will use an increase of up to 15% of the *individual job salary* to recognise the way in which you perform your job and to reward the result of this. For this the appraisal system referred to in Article 6.12 will be applied by *employers* without a company appraisal system.

The performance-related allowance will be fixed 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 scale will be scaled up to the next higher scale amount and increased by a job year.

If your *job salary* is less than two increments lower than the job starting salary (job year 0) of the new scale, you will be classified in job year 1.

If the difference between your *job salary* and the job starting salary is greater than two increments, classification in the job starting salary (job year 0) will take place.

### 6.17 Job downgrading

#### 6.17.1 *Job downgrading in the event of a reorganisation or review of the job grading system*

In the case of reorganisations, or the maintenance or review of job grading systems, each *employer* can make further arrangements for a prospective guarantee for its entire workforce, for one or more groups or for individual cases.

If you are assigned to a job group with a lower final job salary as the result of the application of a new job grading system, you will be classified in the accompanying lower *job salary* which may lead to exceeding the maximum grade. 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, higher salary scale in as far as there was room to do so in that scale.

#### 6.17.2 *Job downgrading as a result of performance*

In the annual performance or appraisal discussions, it may emerge that you are not – or no longer – functioning adequately in your current job.

Your *employer* will – where possible – offer you another job with an equal job level. If this is not feasible, your *employer* will seek placement in a lower job.

In addition, we distinguish the following situations:

- if you have been in service less than three years or if your promotion to a higher job took place less than three years ago, you will be paid the *job salary* that goes with the new 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 number of years' experience you have will be taken into account when you are classified in a lower salary scale;
- if you have been performing your current job for more than three years, if you are placed in a job to which a lower salary scale applies, you will be classified in the lower salary scale. As long as your current *job salary* exceeds the maximum of the lower salary scale, it will not be adjusted along with the collective income adjustments under this CLA;
- if you have been performing your current job for more than three years and you have seven years or less to go until you become eligible for a state pension at the time you are transferred to a new lower job, your current *individual job salary* is guaranteed. This *individual job salary* will then only be adjusted in conformity with any income adjustments under this CLA.

#### 6.17.3 *Job downgrading at your own request*

You can apply for a job classified in a lower salary scale at your own initiative. In this case, your *job salary* will be classified in that salary scale.

If your current *job salary* exceeds the maximum of the lower salary scale, you will be paid an individual allowance. This allowance is the difference between your current and the new *individual job salary* and will be decreased gradually. This will also affect the base amount for

pension accrual. More details about the individual allowance are provided in Article 9.5.

#### 6.18 **Deputation and compensation**

Your *employer* can instruct you, on a temporary basis and for reasons other than holiday, 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.

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 in base amount used for calculating any other compensation, allowance or payment specified in the CLA or 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 per year).

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

#### 7.2 **Longer working hours in the interest of the company**

In contravention of the *standard working hours* in the interests of the company, your *employer* can set the *working hours* to exceed an average of 36 hours per week, but not exceeding 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 declaring the longer *working hours* applicable to groups of *employees*, your *employer* will consult with the *employee representatives* about this. In this consultation, your *employer* will give his reasons for applying the longer *working hours* to the group(s) of *employees* or jobs in question.

If you are aged 58 or older you cannot be required to work longer than an average of 36 hours per week.

#### 7.3 **Adjusting the working hours**

You can agree upon different *working hours* with your manager. The employment benefits that are related to the *working hours* will then be adjusted pro rata.

In principle, all jobs are open for fewer *working hours* than an average of 36 hours per week.

Where career prospects are concerned, no distinction is made on the grounds of number of *working hours*. An *employee* who wishes to qualify for another job must meet the requirements of that job.

The procedure for adjusting the *working hours* pursuant to the Working Hours Adjustment Act applies.

#### 7.4 **Adjusting the working hours for older employees: 80-80-100 scheme (alternative to the vitality leave scheme)**

When you have less than seven years to go until you become eligible for a state pension and you have been employed for at least seven years, you can apply to join the 80-80-100 scheme (80% work-80% income-100% pension accrual) from 1 January 2015.

You can request your *employer* to reduce your *working hours* until you retire by no more than 20% while you continue to accrue pension for 100% within the applicable legislative framework. Your *working hours* up to two years before the scheme starts is decisive when calculating the above 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, on reaching the age of 60, you have not yet been employed for seven years, you can participate in this scheme for a term equivalent to no more than half the number of years you have been employed at the *employer* until you become eligible for a state pension.

The day on which the scheme commences is decisive for calculating the number of service years and the maximum duration of the scheme that applies in your case.

The procedure for requesting an adjustment to the *working hours*, which is applicable pursuant to the Working Hours Adjustment Act, applies.

If you participate in the 80-80-100 scheme you are not eligible for vitality leave. If you participate in the transitional arrangements for 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.

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 fixed in consultation with your manager.

When fixing 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 individualised hours of work will be decided in consultation between you and your *employer* on the basis of the *working hours* applicable to you.

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;
- working weeks, which vary in the number of days on a monthly, quarterly or half-yearly basis; In this case, timely arrangements must be made;
- 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 length of *working hours* can, for a period to be specifically defined, be added up. In that case, a maximum number of hours is fixed 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. 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. You are required to join in such a discussion. 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.

If your manager intends to give you mandatory overtime, he will weigh the company's interests against your personal interests. In doing so, he will take account of your individual strength and other serious interests including any care duties you may have. If you are being required to work overtime you will be notified as soon as possible. Only in the most urgent case can your manager require you to work on Sunday or on a *generally recognised public holiday*. If you are 55 years and older you cannot be required to work overtime.

#### 7.10 Allowance for overtime

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

The choice between compensation in time off or cash is left to the you, unless your *employer* has clear, motivated objections against this choice, based on organisational considerations.

#### 7.11 Maximum amount of overtime per quarter

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

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

If because of working overtime for two or more hours in the evening you are unable to have a warm meal at home then the cost 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.

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**

From 1 January 2017 *employees* with an employment contract for 36 hours per week on average are entitled to 144 statutory and to 57.6 extra statutory holiday hours each year. Exceptions are *employees* in the age group 55 up to and including 59 who were employed on 1 July 2014. Until 1 January 2018, they are entitled to 144 statutory and 72 extra statutory holiday hours each year.

Until 2018, the following transitional arrangements apply based on a 36 hour working week.

Age group	2014	2015	2016	2017	2018
Up to and including 34 years	180.0 hours	187.2 hours	194.4 hours	201.6 hours	201.6 hours
35 to and including 44 years	194.4 hours	194.4 hours	201.6 hours	201.6 hours	201.6 hours
45 up to and including 54 years	208.8 hours	208.8 hours	208.8 hours	201.6 hours	201.6 hours
55 up to and including 59 years (and employed on 01/07/2014)	216.0 hours	216.0 hours	216.0 hours	216.0 hours	201.6 hours
55 up to and including 59 years (and employed after 01/07/2014)	216.0 hours	216.0 hours	208.8 hours	201.6 hours	201.6 hours
60 and older	216.0 hours	201.6 hours	201.6 hours	201.6 hours	201.6 hours

The age reached in a particular year is decisive in determining your age.

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



If you agree different *working hours* or on commencement/termination of your employment contract during the course of a year, you will be granted the holiday hours pro rata. If you commence or terminate employment during the course of a month, this month will be disregarded when calculating the proportionate holiday hours.

#### 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. Extra statutory holiday hours will be paid at 116.33% of the *hourly wage*.

If your *employer* opts to pay the holiday hours in money (in part) you have the right each year to purchase at least the extra statutory 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 fix 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 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. You should also notify your *employer* of your illness immediately and comply with the instructions. 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. Your *employer* will determine the maximum number of holiday hours an *employee* is allowed to buy or sell each year after consulting the *employee representatives*.

When selling holiday hours, the statutory minimum number of holiday hours (four times the agreed to length of *working hours*) must at least remain. For a 36-hour working week this is 144 hours.

In addition to that provided in Article 8.2, each year you can buy the number of holiday hours that is equivalent to the agreed *working hours*.

Holiday hours will be bought and sold at 116.33% of the applicable *hourly wage*.

## Vitality leave

#### 8.6 **Arranging vitality leave**

After 1 January 2015, you can, if you have been employed for at least 7 years, request two consecutive months leave once every seven years. In the first month 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 a *hired personnel* is counted.

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 unpaid leave, to no more than three consecutive months. You cannot apply for less than two months vitality leave.

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.

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 off and you can derive no entitlement to compensation in money from this leave.

#### 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 come to a mutual agreement on whether or not the 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 to run. If because of illness you are unable to use the vitality leave (any longer) for the intended purpose, your *employer* will, within reason, cooperate to bring about an earlier return to work. The criteria for this include your interests when returning to the workplace, the replacement arranged by the *employer*, the amount of leave that has elapsed.

#### 8.8 **Limiting the amount 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* is understood to comprise 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 leave for seniors. 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 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

### 8.11 Public holidays

On *generally recognised public holidays*, you are entitled to a day-off with retention of income.

If a day-off is not possible because of work you can 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 part of the *generally recognised public holidays* then you have to take holiday hours, unless you and your *employer* opt for another solution.

### 8.12 Statutory leave under the Work and Care Act

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

### 8.13 Adoption leave

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

### 8.14 Parental leave

Supplemental to the statutory scheme during parental leave, you are entitled to 50% of your *monthly income* for a maximum of four weeks.

A week is understood to be the average length of *working hours* per week that was agreed with you. In addition the following applies:

- the employment contract will remain intact during the (un)paid leave period;
- the employment benefits during that period will be fixed proportionately to the (new) shorter length of *working hours*;
- staff provisions will remain fully applicable;
- the pension scheme will continue as if employment were continued without this leave being taken;
- upon termination of the leave period you will return to the last job held before the leave commenced, unless otherwise agreed to by mutual consent.

### 8.15 Short-term care leave

Supplemental to the statutory scheme during 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 the *monthly income*.

### 8.16 Special leave of absence

#### 8.16.1 *Special leave of absence up to 1 January 2015*

Until 1 January 2015, you are entitled to special leave of absence with retention of your *monthly income*, in accordance with the following table. If a specific situation is also arranged by law, the most favourable provision will apply for you. From 1 January 2015 the table in Article 8.16.2. applies.

Special leave of absence up to 1 January 2015:

Situation	Length of leave
Public notice of your intended marriage	1 day
Your marriage	3 days
The marriage of: – your child, step or foster child, grandchild; – your brother or sister (including brother and sister in law, half, step and foster brother/-sister); – one of your parents or grandparents or of your partner.	1 day, provided that you attend the actual ceremony.
The birth of your children	2 days (statutory parental 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 or cremation.
The death of: – one of your parents (including parents in law, step or foster parents); – one of your grandparents or of your partner; – your child not residing at home or child by marriage (including a step or foster child not residing at home); – your brother or sister (including brother and sister in law, half, step and foster brother/-sister); – a grandchild.	1 day, and for attending the funeral or cremation a second day.  If you have been appointed to arrange the funeral or cremation: from the day of decease up to and including the day of the funeral or cremation.
Your 25th employment or wedding anniversary	1 day
Your 40th employment or wedding anniversary	2 days
Your 50th employment anniversary	3 days
Your partner's 25th, 40th and 50th employment anniversary	1 day
25th, 40th and 50th employment or wedding anniversary of: – your grandparents or your partner's grandparents, – parents (including parents in law, step and foster parents), – children (including children in law, children by marriage and foster children)	1 day
For moving house	A maximum of 2 days per calendar year.

The above provisions in respect of family circumstances will also apply in situations of permanent cohabitation that are comparable to a marriage relationship. This is on condition that a partnership contract has been drawn up by a notary public.

8.16.2 *Special leave of absence from 1 January 2015*

From 1 January 2015 you are entitled to special leave of absence with retention of your *monthly income*, in accordance with the following table.

If a specific situation is also arranged by law, the most favourable provision will apply for you.

Special leave of absence from 1 January 2015:

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 grandchild; – 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.

8.17 **Leave for seniors**

If under the former arrangements in the General Bank CAO you have been granted leave for seniors, you can continue this. After 1 January 2015 you can also opt to convert your leave for seniors into vitality leave (Article 8.6) or, from your 60th birthday, you can participate in the 80-80-100 scheme (Article 7.4), subject to the conditions governing participation in these schemes.

### 8.18 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.

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

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 average of ten days per *employee* will not be exceeded as a result.

### 8.19 Pre-retirement leave

In the two year period prior to your retirement or your *partner's* retirement, you are entitled to a total of four days' pre-retirement leave to follow courses about this subject.

### 8.20 Unpaid leave

At your request in special circumstances your *employer* can grant you leave without *monthly income*.

## 9 Allowances

### 9.1 Holiday allowance

Each year you will be paid a holiday allowance of 8% of the *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 can be the same as the calendar year, but not necessarily.

Your *employer* will fix the payment date, which should be between 1 May and 1 July of a year. If the 12 months' 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 overtime. This allowance is a percentage of the *hourly wage*.

Allowance for overtime	Percentage of the hourly wage or of the hour worked		
	Sunday/ Public holiday	Mon through Fri	Sat
Hours			
00.00-07.00	200	150	150
07.00-08.00	200	125	150
08.00-17.00	200	125	150 (incl. any Saturday allowance)
17.00-21.00	200	125	200
21.00-24.00	200	150	200

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

The allowance for overtime on Saturday in conformity with this table includes the Saturday allowance as arranged in Article 9.3.

You can choose between compensation in time off or cash, unless the *employer* has clear, motivated objections against this choice, based on organisational considerations.

**9.5 Individual allowance**

In the event of job downgrading at your own request, as arranged in Article 6.17.3, you are eligible for an individual allowance. This individual allowance is the difference between your current and the new *individual job salary*. The individual allowance will be decreased during a period of three years. In the first year, the allowance is fixed at 75% of the difference, in the second year at 50% and in the third, and last year, at 25%. The amounts are fixed once and are not adjusted to CLA increases.

In this situation, the base amount for pension accrual after the job change is the new *individual job salary* in addition to the other employment benefits that are included when calculating the pension base. 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.

Your individual allowances and guarantees that are not included in your *individual job salary*, are not taken into account in this scheme.

**9.6 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 his 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 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*, any salary increases, set out in Article 6.7, are taken into consideration, unless a fixed percentage has been agreed to 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;
- b follow a retraining programme.

You will also be paid a supplementary payment 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 – inasmuch 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 there is discussion about the reintegration effort, you and your *employer* can at the end of the two year reintegration period, jointly decide to extend this period by a maximum of 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 Institute for Payment of *Employee Insurances (UWV)*, parties to the CLA recommend to continue the 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 on which the first day of illness commenced.

#### 10.3 **Supplementary payments from the third year onwards for employees with an permanent 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 a state 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 – inasmuch 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 an IVA benefit (Income Provision for Fully Disabled Employees) and if 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 of:

- 70% of the *annual income*, inasmuch as this exceeds the maximum IVA benefit entitlement threshold;
- 80% of the *annual income* decreased by the IVA payment, if you have reached the age of 57.5 years 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* can 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, set out 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 for employees with an occupational disability of less than 35% and for beneficiaries under the WGA scheme (Resumption of work by those who are partially incapacitated for work)**

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

1. with an occupational disability of less than 35%, a gradually decreasing supplement in the third, fourth and fifth year of occupational disability up to, respectively, 75% (3rd year), 50% (4th year) and 25% (5th year) of the *annual income*, multiplied by your disability percentage;
2. with a degree of disability between 35% and 80% or 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 a WGA benefit (Return to Work Scheme for the Partially Disabled) and if 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*, inasmuch as this exceeds the maximum WGA benefit entitlement threshold;
- 80% of the *annual income* decreased by the WGA benefit, if you are 57.5 years of age 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 are applicable.

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 bereavement allowance.

The allowance is three times the *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, then the above is not, or only for the part of the journey for which the *employer* does not provide transport, applicable.

Your *employer* will make deviating 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 make an effort to conclude a collective contract at the most favourable conditions with a 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 insurance for the WGA- (Regulation governing the re-employment of partially disabled workers) shortfall, he 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 payments to your account.

### 10.10 Life cycle

The life cycle saving options have been limited by law since 1 January 2012. Existing rights will be respected within the limits of tax legislation.

### 10.11 Trade union contribution

Your *employer* will cooperate in a tax-friendly payment of your trade union contribution.

## 11 Pensions

### Arrangements for employees born in 1950 or later

#### 11.1 Pension Protocol 2006

This protocol took effect on 1 January 2006 and is applicable to *employees* born in 1950 or later, or those who entered service on or after 1 January 2006.

For these *employees*, it replaces the provisions in the CLA

1 July 2004 - 1 January 2006 with regard to:

- pension provision 1998 with accompanying protocol;
- the VUT-regulation;
- the pension protocols I up to and including V.

This replacement follows from the introduction of legislation regarding VUT/prepension/life-course (VPL) as of 1 January, 2006.

The provisions in the above and the accompanying protocols will remain applicable for *employees* born before 1 January, 1950 – aside from any adjustments which ensue from the VPL-legislation – unless they have entered service on or after 1 January 2006.

The Pension Protocols I up to and including V can be obtained from the contact address of parties.

#### 11.2 Pension scheme and minimum requirements under the Pension Protocol 2006

Your *employer* will provide a pension scheme for all its *employees* born after 1949 or who entered service as of 1 January 2006, with no age threshold, which contains an old age pension, partner's pension and orphans' pension.

Your *employer* is obliged to apply pension schemes that at least fulfil the provisions of this protocol.

#### 11.3 Entry into the Pension Protocol 2006

You will be admitted to the existing or the still to be set up general pension schemes of your *employer*.

The pension scheme does not have a minimum admittance age.

If employment has lasted for a period of six months or less, the pension claim may lapse, subject to restitution of the premium paid by the employee. This does not apply after value-transfer.

#### 11.4 Forms of pension

The form of the pension scheme can be:

- a final salary scheme;
- an indexed average pay scheme (indexation ambition: wages or price index);
- a collective defined contribution scheme (CDC-scheme);
- an individual defined contribution scheme for *annual income* in excess of € 55,139.91 (the admittance salary is in job/salary group 13 or the nearest equivalent for *employers* with a company job/salary structure, unless a lower threshold has been agreed with the works council, the members' council or trade unions before 1 January 2006). This amount will follow the general wage development agreed in this CLA;
- or combinations thereof.

#### 11.5 Definitions and norms

A pension scheme of your *employer* must at least comply with the following norms:

- The pension base is equal to the pensionable salary minus the state pension offset. No pension entitlements are accrued on the state pension offset because the state pension (General Old Age Pensions Act) is taken into consideration.
- The pensionable salary is equal to the *annual salary*. The pensionable salary is capped at € 100,000 based on a full time employment contract (from 1 January 2015). This maximum is indexed annually on grounds of the law. Individual *employers* can make supplementary arrangements.

- The amount of the state pension offset with effect from 1 July 2014 is € 18,141.69 and will be adjusted to the wage development agreed in this CLA.
- The pension accrual percentages in the event of an indexed average pay scheme: 1.75% per year of participation and in the case of final pay: 1.5% per year of participation.
- The standard retirement age is 67 years.
- The lifelong (married) partner pension amounts to 70% of the old age pension reached or to be reached by the participant.
- The orphan's pension is, per child, equal to 14% of the old age pension reached or to be reached by the participant. The number of children that qualify for an orphan's pension may be limited to two.

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

Your *employer* can deviate from the minimum requirements per component if agreements are reached with the trade unions on a pension accrual percentage, state pension offset level, contribution amounts and employees' contribution that are equivalent to these elements.

#### 11.6 **Definitions of wage bill for contribution division of the service costs**

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

Pension administration/management costs are considered to be for the account of your *employer*.

#### 11.7 **Your contribution to the pension costs**

Your contribution is not determined individually but collectively and is for each *employee* of the *employer* concerned an equal percentage of his pension base.

Of the contribution costs in excess of 15% of the wage bill you pay up to one half, whereby for you a maximum own contribution applies of 5% of the pension base.

If you participate in the 80-80-100 scheme your contribution to the pension scheme will be calculated in the same way subject to the understanding that when calculating the maximum contribution a pension base is used that is associated with the *working hours* that applied prior to participation in the 80-80-100 scheme.

#### 11.8 **Employer's contribution to the pension**

Contributions (excluding administrative and management costs) up to 15% of the total annual wage bill are for your *employer's* account.

The limit of 15% of the wage bill specified above, is not applicable for *employers* who have prior to 10 March 2005 reached agreement with the *employee representatives* or the members' council on an own contribution with a lower limit.

#### 11.9 **Standard retirement age and part time pension**

The standard retirement age is 67 years.

After mutual agreement between you and your *employer*, a deviation can be made from the standard retirement age with an actuarial neutral recalculation of the payment.

By mutual consent you and your *employer* can agree to a part-time pension.

#### 11.10 **Supplements to the pension entitlements (active employees)**

With conditional indexed average pay schemes, an endeavour will be made to follow either the general wage development of the CLA Banks or the price index.

11.11 **Supplements to non-contributory entitlements (dormant rights) and pensions already in payment**

There is no right to supplements to non-contributory entitlements and pensions already in payment and it is uncertain whether and to what extent supplements will be granted in the future. No funds have been reserved for supplements. The maximum supplement is equal to the general price development.

Your *employer* will however, undertake to adjust the non-contributory pension rights of former participants and current pensions annually in accordance with general price developments. Your *employer* will take account of this intention when financing the pension scheme.

11.12 **Pension accrual entitlements in the first two years of occupational disability**

During the first two years of occupational disability you will continue to accrue pension entitlements on the basis of your most recently earned pensionable salary.

11.13 **Pension accrual entitlements after the first two years of occupational disability**

If you have an occupational disability of at least 65%, you are entitled to either an IVA or WGA benefit and you fall within the scope of the pension scheme, you will continue to accrue pension rights unchanged as long as you are paid an incapacity for work benefit.

Your pension base will be set when one year has passed since the incapacity for work started. It will be assumed that the pension base will no longer change, except for statutory changes. Your *employer* will endeavour to adjust the pension to the general wage development in the CLA Banks or the price index.

During this period you do not have to pay any membership contribution except for individual supplementary pension schemes.

11.14 **Voluntary supplementary pension scheme possibilities**

*Employers* will, within current legislation, make arrangements whereby their *employees* can participate voluntarily and for their own account in supplementary pension schemes.

11.15 **Changes in legislation**

This protocol will become inoperative if during the effective term of this CLA it appears that due to changes in the Dutch or European legislation or jurisprudence, continuance of this protocol cannot reasonably be expected from the *employers*. In this case, the CLA parties will meet to consult each other.

11.16 **Study agreement**

In this CLA period, parties will investigate the possibilities for more efficient pension management. As part of this investigation the possibility of establishing a General Pension Fund will be examined.

It will also be looked into whether the minimum scheme in the CLA can be adjusted with the target of a state pension offset of € 15,000 and pension accrual percentages for pension of 1.875% for average salary schemes and of 1.657% for final salary schemes.

11.17 **Transitional arrangement for pension protocol 2006 with respect to VUT (Early Retirement) and pension (VPL)**

There are transitional arrangements for VUT and pension (VPL) for *employees* born in 1950 or later. These transitional arrangements were most recently included in the CLA 1 January 2008 to 1 April 2009. The text of the transitional arrangements can be obtained from the contact address of parties.

## Arrangements for employees born before 1950 and in service on or after 31 December 1998

### 11.18 Pension Provision 1998

If you were born before 1950 and entered the service of an *employer* on or after 31 December 1998 you are admitted into a pension scheme provided by your *employer*, which at least complies with the standards set down in the Pension Protocol for Pension Provision 1998 concerning the testing of pension schemes within the banking industry. The pension schemes in question have been tested by parties to the CLA as specified in the Protocol, whereby they have been authorised by the CLA.

### 11.19 Standard retirement age Pension Provision 1998

For this category of *employees*, the standard retirement age is 62 years. By mutual consent, you and your *employer* can agree to an earlier or later retirement age in practice.

If you are thinking of continuing employment, you must inform your *employer* at least six months prior to the aforementioned standard retirement age.

If there is a deviation from the standard retirement age, the pension will be recalculated on an actuarial neutral basis.

By mutual consent you and your *employer* can agree to a part-time pension.

### 11.20 Reference to the Transitional Arrangement for 1998 and the Pension protocol 1998

The Transitional Arrangement for 1998 and the Pension Protocol for the Pension Provision for 1998, most recently included in the CLA of 1 January 2008 to 1 April 2009 and, if desired, can be obtained through the contact address of parties to the CLA.

## 12 Position of trade unions and employment

### Trade unions

#### 12.1 Trade union facilities

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

- Providing various publication means for the purpose of:
  - information concerning the *employer* itself or the branch;
  - publicising the names of representatives or contact persons of the trade unions;
  - posting forthcoming trade union meetings, where other interested *employees* can also be invited;
  - publicising summarised reports of these meetings;
  - posting the nomination of members of the *employee representatives*.
- A copy of notices and announcements to be posted will be handed to the *employer* for his information. Endeavours will be made to ensure a practical and flexible application of this facility.
- Providing conference rooms for meetings. The conference rooms can only be made available for use outside office hours or immediately following normal office hours.
- Making use of the organisation's internal post service, where appropriate.

#### 12.2 Protecting trade union representatives

- Trade unions will notify the *employer* in writing of the names of *employees* in his organisation who represent their trade union.
- The *employer* will ensure that 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 put 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 € 12.50 per *employee*.

In addition the trade unions will receive jointly from the *employers* the sum of € 20,000 intended for special trade union projects for smaller *employers* and their *employees*.

Trade unions will give insight beforehand into the allocation of this amount for special trade union projects.

## 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 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 also have the opportunity to decide to discuss the information with your *employer*. The outcome of these discussions can influence the final decision making process.

### 12.5 **Temporary staff**

Your *employer* may only engage temporary staff if there is:

- 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 in the organisation.

To restrict the deployment of external staff in permanent jobs the *employer* will endeavour to have on average 90% of the *employees* employed by the company. Temporary consultants are not considered to be temporary staff.

### 12.6 **Financing the third year of unemployment**

On 10 July 2013 the SER (Social-Economic Council) was requested to make recommendations regarding the funding of the WW (Unemployment Benefits Act). Once the SER has published its recommendations regarding the WW, parties will meet to discuss these.

## Reorganisation and social plan

### 12.7 **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 organisation – can result in considerable consequences for employment opportunities. Your *employer* will in this case inform the trade unions at the same time as the *employee representatives* and in the same manner, of the reasons underlying the decision and the social consequences anticipated for you and your colleagues.

### 12.8 **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.

### 12.9 **Social Plan**

Measures for guiding the reorganisation into the proper channels as regards the social aspects, which include provisions to prevent, reduce or remove any detrimental effects for you and your colleagues, will be laid down in a Social Plan. This Social Plan can apply to the consequences of a specific resolution, or all the proposed resolutions within a certain period.

## 12.10 Consultation

Your *employer* will consult with the trade unions on the contents of the Social Plan inasmuch 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 to 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 wish, 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, following the advice procedure with the works council in accordance with Article 25 of the Works Council Act, undergo any further changes.

If it is not possible to reach agreements within a reasonable term, then your *employer* will, following the advice procedure, make his decision proposals with respect to these arrangements regarding employment conditions known to the *employee representatives*, and state the viewpoints of the trade unions on these matters.

## 12.11 Supervising outplacements

Where the job losses are minor and/or no Social Plan is formulated, your *employer* will offer you, should you lose your job, an outplacement programme at a CEDEO certified company worth € 4000 (exclusive VAT).

## 12.12 Terms of notice during a reorganisation

In the event of a reorganisation, the graduated scale in Article 5.7 will apply for the notice period to be observed by your *employer*.

## Annexes

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

**Annex 2** Shift work scheme

**Annex 3** Court of Arbitration



## 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)	Salary exceeding grade maximum assigned to an employee	Shift work allowance/Allowance for shifted hours
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 bonus (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)	+	+	-
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 which CLA concepts are based

Adjustment allowance	Performance-related allowance	Holiday allowance	13th month bonus	Individual allowance	Saturday allowance	Labour market-related allowance	Overtime allowance	Deputation allowance
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
+	+	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
+	+	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-

**CLA concepts**

	Job salary (salary scale on an annual basis for a 36 hour working week)	Salary exceeding grade maximum assigned to an employee	Shift work allowance/Allowance for shifted hours
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	-
Hourly wage (is composed of)	: 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 which CLA concepts are based

\* 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 bonus and any performance-related allowance, shift work allowance and/or any adjustment allowance.

**Deputation allowance:** The allowance is not included in base amount used for calculating any other compensation, allowance or payment specified in the CLA or 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 assigned to an employee.

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

Adjustment allowance	Performance-related allowance	Holiday allowance	13th month bonus	Individual allowance	Saturday allowance	Labour market-related allowance	Overtime allowance	Deputation allowance
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
+	+	+	+	-	-	-	-	-
:12	:12	:12	:12	-	-	-	-	-
+	+	+	+	+	+	+	-	-
:12	:12	:12	: 12	:12	:12	: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 work scheme

### §1 Shift 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 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 is not applicable 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* can agree a different timetable period with the *employee representatives* or 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.

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. You will not normally be requested to work overtime. If, owing to exceptional circumstances this is required, then compensation will preferably take place in the form of time off. The basis for overtime compensation is in this case your *individual job salary* plus the average shift work allowance.

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. In addition, the *hourly wage*, including the shift work allowance, will be calculated as an average percentage of the salary on the basis of the complete cycle.

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. This allowance will be calculated as an average percentage of the *individual job salary* on the basis of the complete cycle.

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 warm 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*

Salary payment will be continued during holidays taking into account the shift work allowance.

§2 **Compensation (except for the 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*, calculated as follows:

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 uur	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%

You will be paid part of the allowance in money. The remaining part is included in the shift work timetable as compensation in time off. An endeavour is made to divide the allowance equally between time off and money.

To determine this compensation in time off, hours are weighted as shown in the table. The compensation in time off does not result in a different contractual *working hours*. If you have an employment contract for less than 36 hours a week on average you can be paid the full allowance in money.

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.

8 *Public holidays and shift work*

All *generally recognised public holidays* not coinciding with a Sunday and included in the timetable for shift work are valued 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* coinciding with a Saturday or Sunday you will also receive for the hours worked on Saturday up to 17.00 hours an extra allowance of 25% of the *hourly wage* rate and for hours worked on Saturday after 17.00 hours and on Sunday, an extra allowance of 50% of the *hourly wage* rate.

For the hours worked after 20.00 on New Year's Eve, an extra compensation will be given in order to bridge the difference in the valuing of these hours with those of New Year's Day. If the extra compensation for New Year's Day is 50%, then the extra compensation for New Year's Eve will be increased by 50%.

9 *Hourly wage for shift work*

The *hourly wage* rate that forms the basis for the allowance, will, for an *employee* of 23 years or older, be equal to at least the guaranteed *hourly wage* applicable to a 45 year old *employee* in group 2 (Article 8) (See CLA 1 July 2004 to 1 January 2006).

10 *Compensation in time off and/or money*

DCompensation will be given partly in the form of time off and partly in the form of cash compensation (shift work allowance).

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* rate. The compensation in time off specified here does not change the agreed to length of *working hours*. For *employees* with shorter *working hours*, after consultation, the possibility exists to consider a cash compensation of 100%. If by reason of the above-mentioned considerations, you *employer* requests that a shift ends earlier, the full work shift will be compensated.

11 *Built in time off*

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

12 *Shift work allowance as a base amount for other payments*

The shift work allowance forms the base amount for the holiday allowance as expressed in Article 9. Your *employer* can decide whether the holiday allowance is to be paid out on the payment date given in that chapter, or whether it will be paid out in the form of an increase in the cash compensation. Your *employer* will inform the *employee* of the method he 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*.

The shift work allowance forms the basis for the accrual of pension entitlements. For each year that the *employee* is assigned to shift work or shifted hours of work and is participating in an old age pension scheme, he will qualify for an extra pension payment of 1.75% of the shift work allowance received in that specific year.

Periods shorter than one year are negligible. 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 as stated in Pension Protocols I up to and including 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.

The shift work allowance forms the basis for payments by virtue of the voluntary early retirement scheme. This allowance is incorporated in the computation base of this scheme.

13 *Transitional arrangement for §2 Compensation, Article 10*  
 For *employees* who on the introduction of Article 10 (CLA 1995-1998), were already engaged in shift work or shifted hours of work, at that time applicable compensation arrangement based on at that time applicable time index will apply in full, in the sense that:

- if the reduction of *working hours* applies to these *employees*, the total amount of the *individual job salary* and allowances – if timetables are not changed – remains the same, just as the *individual job salaries* of other *employees* do not undergo any changes;
- if the *working hours* remain unchanged, these *employees* will be granted the extra hours with the value of a normal hour.

Inasmuch as these extra hours are actually compensated in time off, they are valued in accordance with the time index for hours worked applicable at that time.

Within the framework of this transitional arrangement the hourly wage is: the *individual job salary* divided by 2000. In case of fewer *working hours*, the basis for calculation is 50x the agreed to average number of hours of work per week.

### §3 Adjustment allowance

#### 14 *Adjustment allowance for shift work or shifted hours of work*

If you have worked during a shift or shifted hours of work, you can be paid an adjustment allowance if your shift work allowance exceeds 5% of your *individual job salary* and ceases or if your shift work allowance decreases in excess of 5% of your *individual job salary* due to a reorganisation within the company or to being found medically unfit.

This adjustment allowance is also applicable if a decrease in compensation of more than 5% of the *individual job salary* arises due to one of the aforementioned reasons. However, it is only applicable inasmuch as this decrease is not the result of replacing the cash compensation by compensation in time off.

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.

#### 15 *Calculating the adjustment allowance*

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

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

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 during the adjustment allowance period resulting from a shift work allowance received over a period of 10 years or more, then the adjustment allowance in force on your 60th birthday will remain unchanged up to the 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.

**16** *Adjustment allowance and structural salary adjustments*

The adjustment allowance is adjusted to the changes in the job salaries of *employees* by applying Article 6.7.

**17** *Terminating your employment contract*

If your employment contract is terminated, any adjustment allowance being paid to you will cease.

**18** *Adjustment allowance and shift work allowance in excess of 10%*

For *employees* aged 45 and above all forms of shift work and shifted hours of work in respect of which a shift work allowance is paid in excess of 10% of the *individual job salary*, an adjustment allowance is applicable in the event that the shift work allowance is discontinued for reasons other than those stated in Article 13. This adjustment allowance is also applicable if for any such reason a decrease in the shift work allowance occurs of more than 10% of the *individual job salary*, however, only inasmuch as this decrease is not the result of replacing the cash compensation by compensation in time off.

The adjustment allowance is dependent on the age of the *employee* and is fixed at the below percentages of the adjustment allowance, as expressed in Article 14:

45 up to and including 49 years: 12.5%

50 up to and including 54 years: 25.0%

55 up to and including 59 years: 37.5%

60 years and older: 50.0%

Articles 15 and 16 apply *mutatis mutandis*.

**19** *The adjustment allowance and increases in the individual job salary*

Both in the case of an adjustment allowance under Article 13 and an adjustment allowance under Article 17, your *employer* may deduct, either wholly or partially, any salary raises earned by the *employee* from these adjustment allowances. 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*.

## Annex 3 Court of Arbitration

Relevant provisions from the court of arbitration rules for the banking industry (as referred to in Article 1.10 of the CLA Banks 2014-2017).

### Article 8

- 1 Disputes can be brought before the Court of Arbitration by *employees* and *employers*, as defined in Chapter 2, Definitions of the CLA Banks.
- 2 *Employees* who hold a membership in one of the trade unions, can only bring a dispute before the Court through the mediation of that union.

### Article 9

- 1 A dispute will be regarded as having originated at the moment when the party, recognizing that a dispute exists, informs the other party by registered post accordingly and, in referring to Article 9 of the Rules, requests acknowledgement of receipt of this letter by return of post, giving the date that this letter was received.
- 2 The letter informing the other party of the dispute must be sent within six months after the action or omission leading up to the dispute has taken place.
- 3 From the date of receipt as expressed in paragraph 1, parties will for a period of three months be allowed time to reach an amicable settlement.
- 4 If acknowledgement of receipt as specified in paragraph 1, has not been received within fourteen days, the party recognizing the dispute, will again inform the other party by registered letter accordingly. A copy of the first letter must be attached. The period of three months specified in paragraph 3 will then commence on the date the second registered letter has been sent.

### Article 10

- 1 If and after disputing parties have within the period of amicable settlement as specified in the previous article, not been able to resolve their differences, each of the disputing parties is empowered to submit the dispute to the Court of Arbitration.
- 2 The dispute is placed before the Court by submitting a written and dated petition to the chairman of the Court of Arbitration.
- 3 The petition must be submitted within two months after termination of the period of amicable settlement specified in Article 9.
- 4 The petition states:
  - a surname, first name(s) and address of the petitioner;
  - b name and address of the opposing party;
  - c a clear description of the factual circumstances that have led to the dispute and, if necessary, an explanation and a clear well defined conclusion.
- 5 If the petition does not comply with the requirements specified in the previous paragraph, the chairman is entitled to inform the petitioner, thus giving him the opportunity to clarify and amplify his petition within a period of eight days.

The rules in full can be obtained from the secretariat of the Court of Arbitration for the Banking Industry, PO Box 7400, 1007 JK Amsterdam.





**Contact address of CLA parties**

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