

CLA Energy production and supply companies (hereinafter: CLA PLb) 2015 -2018



Definitions that are explained in the glossary or written in full in the list with abbreviations are provided with a pop-up with the definition in the website version.

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1. ABOUT THIS CLA

1.1 Duration

The term of validity of this CLA runs from 1 May 2015 until 30 April 2018.

1.2 Scope of application

This CLA's scope of application covers companies that carry out activities in the Netherlands relating to:

- a. the production of electricity, gas and/or heat which is supplied to customers via the public electricity, gas and heat transmission infrastructure;
- b. Electricity, gas and/or heat purchases and sales;
- c. The installation, managing and maintenance of public lighting;
- d. the provision of services related to these activities, such as meter services and energy consultancy.

1.3 Structure

1. This CLA applies to the employment contract between the employer and its employees. In this CLA, the employee is personally approached as reader and is therefore addressed directly.
2. The definitions can be accessed via links. They are also listed at the back of this CLA.
3. In addition to the CLA PLb the employers have their own company CLA. These contain the company-level arrangements between the parties to the CLA on the company salary scheme, the Benefit Budget, the standby duty and emergency maintenance service and the overtime threshold.
4. The company CLA can also list agreements regarding variable or result-based remunerations.
5. In the context of customization of the CLA, deviating agreements can be made about one or several of the following subjects:
 - Performance-based contracts (article 2.2);
 - Career policy (article 2.8)
 - Working times and working hours (articles 3.1 and 3.2);
 - Shiftwork (article 3.3);
 - Overtime and shifted working hours (article 3.5);
 - Study costs (article 4.7).

If a company uses this possibility to deviate, the CLA PLb no longer applies in this respect as from the commencement of the company CLA that regulates the deviation.

6. The company CLA is considered to be part of this CLA.
7. The annexes to this CLA and the company CLAs are part of this CLA or the company CLA in question.

1.4 Compliance

1. The employer applies this CLA and the company CLA to all of its employees (standard CLA). An exception is the salary table (annex 3) which has a minimum character.
2. However, a job contract can include agreements that deviate from this CLA and the company CLA.

2. WORK

2.1 Employment Contract

General

1. The employment contract is concluded in writing and will always state:
 - a. Your name, first name(s) and date of birth;
 - b. The name and location of your employer;
 - c. What you are hired for and your work location;
 - d. The date on which you entered service;
 - e. the duration of your employment contract;

- f. The number of hours per week that you are hired for;
 - g. Your initial salary;
 - h. The salary scale or group that belongs to your initial salary, if applicable;
 - i. the applicability of this CLA, the company CLA and the company schemes that apply to you;
 - j. possible special conditions.
2. Your employer gives you a copy of your employment contract. When changes or supplements are effected, these will also be provided in writing on paper.
 3. A fixed employment contract is the rule. A trial period can be agreed on.
 4. When a trial period has been agreed on, the statutory rules shall apply.

Termination of the employment contract

1. For termination of the employment contract, the statutory rules apply. If this CLA deviates from this, it is expressly stated.

Through termination

2. The employment contract must be terminated in writing and ends on the last day of the month.
3. You and your employer can make other agreements about this. The boundaries set by article 7:672 paragraph 6 of the Dutch Civil Code must be taken into account.

By operation of law

4. A (continued) employment contract for a fixed period of time ends automatically when the agreed period has ended.
5. Employment contracts for a fixed period of time are subject to article 7:668a of the Dutch Civil Code.
6. If you were already working for your employer for longer than six months prior to the employment contract, on the basis of one or more temporary employment contracts and/or secondment agreements, then these count as one employment contract for a definite period of six months.
7. You and your employer can terminate the employment contract for a fixed period of time early.

Upon pension or flexible retirement

8. Your employment contract will in any case end on the last day of the month after the month on which you have become entitled to your General Old Age Pension. You can also end your employment contract before that time subject to the rules of the ABP Multi-Option Pension.

2.2 Performance-based contracts

1. A performance-based contract can be concluded with certain employees. This can include the arrangements that deviate from the CLA.

Which employees?

2. A performance-based contract can be concluded with
 - a. Employees who earn a salary of €5,042 (standard 1 April 2016 €5,092, standard 1 January 2017 and €5,143 standard 1 December 2017) gross per month or more;
 - b. Employees who earn less, but have a certain commercial or specialistic (staff) position. If this is the case, this should have been agreed on with the trade unions at a company level;
 - c. Employees that report directly to the board.

Employment terms and conditions

3. Employees with a performance-based contract are always subject to the articles of this CLA that are mentioned in annex 2. The other employment conditions in this CLA and in the company CLA can be replaced by specific collective or individual arrangements at a corporate level. Any employment conditions that deviate from the CLA are described in a performance-based contract. This can concern all subjects in the CLA such as:
 - o working hours;
 - o Leave (reduction in working hours, purpose-related leave and extraordinary leave).In a performance-based contract, agreements can also be made about:
 - o The professional performances to be delivered by the employee in question;

- Systems for the establishing and assessment of these performances;
 - Variable or flexible remuneration and agreements about measuring moment and measuring instruments;
 - other specific agreements such as a representation and car arrangement.
4. In the context of customization, agreements can be made about performance-based contracts in the company CLA.
If a company uses this possibility, the CLA PLb no longer applies in this respect as from the commencement of the company CLA that regulates the deviation.

2.3 Work location and place of residence

1. Your employer can oblige you to live in or near your work location. This should of course be necessary for your work. Your employer will take into account the travel time which distance is reasonable. For this purpose general rules will be established on a company level.
2. When you have turned 55 years, you can no longer be obliged to move.

2.4 Other activities

1. Your employer can temporarily give you another position or assign you to other activities than your usual position or activities. Said assignment should be reasonable and necessary in the company's interest.
2. When a strike or lock-out occurs at another employer, you cannot be forced to carry out work or replace strikers or locked-out employees. An exception is made if your employer holds the opinion that this is necessary for the public safety or health or for the undisturbed public energy supply.
3. Your employer will always discuss the application of the previous paragraph with the works council as quickly as possible.

2.5 Time-independent work

Your employer determines if you qualify for time-independent work. If this is the case, agreements will be made with your superior in this respect. You will take into account the nature of your work and the agreements within the team.

2.6 Facilitating another workplace

After consultation with the works council, your employer will draw up an arrangement about the manner in which employees will be facilitated to work at another workplace than a workplace in employer's company.

2.7 Secondment

1. Your employer can second you to another company.
2. That other company determines your workplace and working hours during the secondment. If your working hours change, the secondment is considered a temporary transfer to another schedule.
3. You will keep your existing employment conditions. To take (special) leave, to report sick, safety etc. you should comply with the arrangements of the other company.
4. On a company level, implementing regulations will be discussed with the works council.

2.8 Career policy

In the context of customization, agreements can be made about career policy in the company CLA. If a company uses this possibility, article 2.8 will no longer apply after the commencement of the company CLA in which the deviation is regulated.

Career policy

1. In the first place you are responsible for the education and training that is required to keep yourself optimally suited for the jobs market.
2. Your employer will support you in this respect by making a personal education plan. You will make agreements about this on an annual basis.

3. Furthermore you will receive a personal development budget of €500 per year. With this budget you can improve your suitability for work. This can be the case for your current position but also for another job in or outside of the company you work for now. You are allowed to save the DI budget for a maximum of three years. It will expire when you do not use it within these three years.
4. Once every five years, you may ask your employer to have a career scan performed.
5. Your employer has drawn up guidelines regarding career policy. In these guidelines attention goes out to the sustainable employability of employees in every age group.

2.9. General rules of conduct

Representation of interests

You are entitled to inform your employer of your interests. You can have yourself assisted or represented in this respect.

Investigation in case of a strong suspicion of a criminal offence

When your employer seriously holds the opinion that you or other employees committed a crime, you must allow your clothes, baggage and vehicle to be inspected.

On a company level measures are established to prevent that you are treated unreasonably and improperly.

Confidentiality

1. During and also after a reasonable time after termination of your employment contract you cannot inform others about the company and the relations of your employer of which you know or can suspect that this should remain a secret.
This does not apply when a law or another provision obliges you to give this information to certain persons.
2. Your employer cannot give information about you to third parties of which employer knows or can suspect that it should remain confidential.
This does not apply when a law or another provision obliges your employer to give this information to certain persons.

No influence by others

Without the permission of your employer you cannot request or accept compensations, remunerations, gifts or promises from other parties in relation to your work.

Nor are you allowed to accept bribes.

No prejudice to your employer

You are not allowed to:

- a. Cooperate in a work your employer has invited tenders for;
- b. Cooperate in deliveries of goods or services for the benefit of your employer;
- c. Use materials of your employer for yourself or others;
- d. Have services carried out for you by colleagues or by others who work for your employer during working hours.

Ancillary activities

1. If you want to do other work in addition to your work with employer, you must report this to your employer.
2. Your employer can refuse permission or attach conditions to this. This will occur when your employer expects or when it turns out that the ancillary activities:
 - a. Have a negative effect on the performance of your activities or
 - b. If they are competitive for the company of your employer or
 - c. Inflict damage to the interests or the good name of the company of your employer.Your employer will inform you hereof in writing and in a substantiated manner.
3. In his decision, your employer will take into account if you work part-time and if so, how many hours per week.
4. Upon performance of ancillary activities you must ensure that you do not exceed the standards of the Working Hours Act.

Contagious diseases

Your employer can prohibit you to come to work if he suspects that you have a contagious disease. You will receive your salary for the period of this prohibition.

Temporary workers

Your employer will only have temporary workers work in his company when necessary.

2.10 Disciplinary measures

When you do not or do not properly comply with your obligations in respect of your employer, or if you do not behave in the way a proper employee should behave, your employer can impose disciplinary measures.

The following disciplinary measures can be imposed:

- a. a written warning;
- b. Skipping a periodical salary increase for two successive calendar years at most;
- c. In a lower function for a period of two years at most for an indefinite period of time, with or without reduction of salary;
- d. transfer;
- e. Suspension for a fixed period of time, either or not with (partial) continued payment of your salary.

Apart from the written warning, these measures can also be imposed in writing.

The measure will then still be carried out if you do something again or neglect to do something again within three years at most, on the basis of which your employer can impose a disciplinary measure.

This also happens when you do not comply with the conditions imposed in the conditional measure.

Defence and accountability

You will be given the opportunity to account orally or in writing to your employer or a representative appointed by employer before the disciplinary measure is imposed. You can have yourself assisted in this.

You must account for your actions as soon as possible. You will agree on a time with your employer.

Your employer will make a written report of the oral account within five working days. After you have read the report, it will be signed by you and the one(s) who were present during the account.

When you refuse to sign the report, this will be stated in the report, if possible with the reason(s) for this. Your employer will send a copy of the report by registered post.

At your request you and the person who assists you can inspect the documents that relate to the event. If these documents are confidential, the employer does not need to show these when this can in all reasonableness not be requested from him.

The above also applies if a conditionally imposed measure must still be carried out.

Notification

If your employer decides to impose a disciplinary measure, he will outline his decision in a substantiated manner in writing and you will be provided with a copy thereof as quickly as possible. This also applies if a conditionally imposed measure must still be carried out.

Performance

A disciplinary measure is not carried out as long as it has not become final, unless it has been determined upon the imposing of the measure that it is carried out immediately.

2.11 Suspension other than as a disciplinary measure**Reasons**

Your employer may suspend you from carrying out work for reasons other than as a disciplinary measure. These reasons are:

- a. if criminal proceedings are instituted against you for a criminal offence which could affect your performance;

- b. if it has become undesirable, for a special reason, to let you maintain your position, after a final decision has been taken regarding the date of the termination of your employment contract;
 - c. When this is deemed necessary in the company's interest.
- A suspension lasts no longer than one month. Said period can be renewed with one month at most.

Procedure

You are given the opportunity to provide an explanation to your employer before he decides to suspend. You can have yourself assisted in this. Your employer will draw up a written report of this interview within three working days. He will send this report to you or to the person who assists you.

Your employer will inform you of the decision for suspension as quickly as possible. You will also receive a written confirmation stating the reasons for the suspension, the date on which the suspension commences and the duration of the suspension.

Employment terms and conditions

When you are suspended, your rights from the employment contract are in principle upheld.

However, when you have been suspended because you are prosecuted for a crime, your employer can decide to withhold your salary (salary according to the salary scale plus fixed personal allowance) for a third at most.

Said deduction will be paid to you later on, if you have not been sentenced after the prosecution.

Rehabilitation

Upon your request you will be publicly rehabilitated by your employer when it turns out in retrospect that your suspension was wrongful.

3. WORK AND TIME

In the context of customization, agreements can be made about working hours and working times in the company CLA.

If a company uses this possibility, article 3.1 and 3.2 will no longer apply after the commencement of the company CLA in which the deviation is regulated.

3.1 Working hours

1. If you have a full employment contract, your working hours are an average of 38 hours per week on an annual basis.
2. When you normally work factually 40 hours per week, the average of 38 hours can be reached by accrual of or reduction in working hours.
3. In respect of determining your claim for reduction in working hours, leave taken for trade union activities qualifies as work.
4. If you qualify for time-independent work, you must ensure that on an average of a year, you work the number of hours per week agreed upon.

Part-Time

If you work part-time (less than the average 38 hours per week) you are entitled to the employment conditions laid down in the CLA, such in proportion to your working hours.

3.2 Usual working hours

1. The usual working hours are between 7:00 and 21:00 on Monday until Friday.
2. If changing working hours apply to you, you will work according to a schedule.
3. If you qualify for time-independent work, you will set up a schedule in consultation with your superior and the possible other members of your team.
4. If you have been instructed to work outside of the usual working hours, you are entitled to a surcharge. This does not apply for the situation in which you qualify for time-independent work and you work outside of the usual working hours on the basis of parts of your schedule.
5. For the hours worked within the usual working hours, no surcharge applies, except for: shiftwork (see article 3.3 and annex 6), overtime and shifted working hours.

Working on Saturdays, Sundays and holidays

On Saturdays, Sundays and on holidays work is only carried out if this is necessary in the company's interest. If you qualify for time-independent work, you will not receive an additional compensation if you choose to work on these days yourself.

Store or call centre

When you work in a call centre or a store of your employer, Saturdays are also usual working days for you. Therefore other reasons apply for the surcharges that you receive when you work on Saturday subject to schedule.

In a call centre you will work a maximum of 5 hours per Saturday without surcharge. In a store this is 8 hours. These hours should then be between 8:00 and 17:00 hours. This applies to 12 Saturdays a year at most. You and your employer can also agree that you will work more Saturdays. You will then receive the surcharge in this respect.

Change of schedule

Your employer is allowed to place you in another schedule. If you suffer financial loss as a consequence, your employer will compensate this loss.

Working from home

Working from home means that you travel directly from your home to and from various work places to do your work there.

If your travel time from your home to your first workplace and from your final workplace back to your home amounts to more than one hour on one day, you will receive compensation for the time that exceeds an hour.

Business trips

If you must travel for your work occasionally this can be done during working hours.

It could nevertheless be the case that your travel time for commuting increases if you have to work in place other than your work location. If your travel time on a day is more than 30 minutes longer than usual, your extra travel time will be compensated based on your salary per hour.

To receive such compensation you must however be entitled to compensation of overtime or shifted working hours.

3.3 Shift work

In the context of customization, agreements can be made about shiftwork.

If a company uses this possibility, article 3.3 will no longer apply after the commencement of the company CLA in which the deviation is regulated.

Working hours

If you do shiftwork, but not continuous shift work, the working hours in 3.1 apply to you.

The working hours for the 5 shifts of continuous shift work amounts to an average basis of (7 times 24 hours=) 168 hours per cycle.

If you work in 6, 7 or 8 continuous shifts, in comparison with the 5 continuous shifts the working hours are extended with 1, 2 or 3 day shifts.

If you work in the continuous shift, your employer can establish a number of attendance hours in your schedule. These cannot exceed 64 per year. Further agreements can be made about the number of days and the specifics of the attendance days in consultation with the works council.

For every scheduled attendance day (8 hours) you will receive 0.4 % extra shift work surcharge or a compensation day.

Allowance

If you are assigned to shift work you will receive an allowance. This consists of money and possibly time. The compensation in time reduces your average weekly working hours and will be scheduled. You will receive the compensation in money as a surcharge to your salary according to the salary scale.

The weight of your schedule determines the compensations in time and money. You can find the calculation in annex 6.

With 33.6 hours per week as average working hours, the surcharge for an employee in the 5 shifts continuous shift work is 30%.

Fill in for reserve days (No overtime)

If you have to work for someone else on a day that you have a reserve shift (the so-called reserve day shift) you will receive a compensation according to the scheme shifted working hours for hours outside of the 07:00 and 18:00 hours time span.

Transfer to another schedule

If you do shiftwork, your employer can temporarily or permanently transfer you to another schedule.

A temporary transfer will be for a period that has been agreed upon in advance. The agreement can also be made that the period will last until a certain situation or event occurs. In all other cases we speak of a permanent transfer.

You do not receive a compensation for a permanent transfer. For a temporary transfer to another shiftwork schedule (not to day shift or overtime therefore), you will possibly receive a compensation that is determined as follows:

Compensation for temporary transfer to another schedule

If the notification of the transfer is given 28 calendar days or longer in advance, you will receive no allowance.

When the notification of the transfer is given at least 7 calendar days in advance, you will receive an allowance for shifted working hours on no more than the first 2 shifts worked.

When the notification of the transfer is given less than 7 calendar days in advance, you will receive an allowance for shifted working hours on no more than the first 4 shifts worked.

When you work more or less hours in the period of the temporary transfer than in your original schedule, the (last) higher or lower number of working hours will be set off.

If you are temporarily transferred to day shift, your shiftwork surcharge will be fully maintained in the period of transfer. The higher or lower number of hours worked with regard to the normal average working hours of 38 hours per week are set off.

You will receive no compensatory time for the shift work as long as the period of transfer to day shifts or non-continuous shiftwork lasts.

If you have to do shiftwork in the period in which you temporarily work during the day shift, you will not receive an extra compensation.

You will not receive a compensation for the return to your original schedule.

Phase-out scheme after definitive exit from shiftwork

When you exit the shiftwork definitively because your employer has assigned you to another function, the following phase-out scheme will apply.

Years of shiftwork	Number of months				total
	80%	60%	40%	20%	
1	4	4	4	4	16
2	4	4	4	4	16
3	5	5	5	5	20
4	5	5	5	5	20
5	6	6	6	6	24
6	6	6	6	6	24
7	7	7	7	7	28
8	7	7	7	7	28
9	8	8	8	8	32
10	8	8	8	8	32
11	9	9	9	9	36
12	9	9	9	9	36
13	10	10	10	10	40
14	10	10	10	10	40
15	11	11	11	11	44
16	11	11	11	11	44
17	12	12	12	12	48
18	12	12	12	12	48
19	12	12	12	12	48
20 and more	12	12	12	12	48

The amounts established pursuant to this article will be adjusted subject to the general salary measures.

If you receive other salary increases, these will be deducted from the amounts on the basis of this phase-out scheme.

If you exit the shift work for reasons of medical necessity and you receive an invalidity benefit that compensates for the loss of the shift work allowance, this benefit is deducted from the phase-out amount.

For employees who had been assigned to shiftwork for 20 years or longer on 1 May 2013, the phasing-out arrangement will continue to apply, such within the meaning of article 8.10 of the CLA PLb 2011.

Phase-out scheme after definitive transfer to a schedule with a lower shiftwork surcharge

The phase-out scheme also applies when you are definitively placed in a schedule with a lower surcharge.

The phase-out scheme is then applied to the difference between your old and new shiftwork surcharge.

Shift transfer

If you carry out shift work, you cannot leave work until your colleague is there to take over the work.

Extraordinary leave and night duty

When you are entitled to extraordinary leave during night duty, you are in general also entitled to the night before this and in special cases also the night afterwards.

3.4 Standby duty and maintenance service

Your employer can order you to carry out standby duty and maintenance service.

Two types

There are two types of standby duty and maintenance service: shifts with standard binding force and shifts with strict binding force.

In case of standby duty or maintenance service with standard binding force, you should be accessible.

In case of standby duty or maintenance service with strict binding force you should be accessible at another location indicated by your employer.

A standby duty or breakdown service usually does not exceed more than 7 consecutive days.

Allowance

When you do standby duty or maintenance service, you will receive a compensation. This allowance is laid down in the company CLA of your employer.

When you are actually called to work on standby duty or carry out the maintenance service, this is overtime.

The compensation in time for overtime carried out during standby duty or maintenance service can be scheduled for the beginning of your next standby duty or maintenance service.

3.5 Overtime and shifted working hours

In the context of customization, agreements can be made about overtime and shifted working hours in the company CLA.

If a company uses this possibility, article 3.5 will no longer apply after the commencement of the company CLA in which the deviation is regulated.

Your can order you to work on other times than indicated in your schedule. This can concern overtime and shifted working hours.

Boundary compensation overtime and shifted working hours

On a company level it was determined which employees are entitled to compensation of overtime and/or working hours. In this context the work that you do is taken into account as well as the salary level of your position. The other employees receive no compensation.

Overtime compensation

The overtime compensation consists of a compensation in time for the duration of the overtime and an overtime allowance in money.

Compensation in time and Working Hours Act

Your employer schedules the compensation in time. In this respect he will take into account your desires as much as possible.

You can also ask your superior to pay these hours. However, when these hours must be scheduled to prevent violation of the Working Hours Act, this request is rejected.

If compensation hours are paid to you, you receive a once-only payment of your hourly salary for each hour worked.

If the compensation in time has not been included at the end of a calendar year, the balance is transferred to the next year up to a maximum of 120 hours. The hours exceeding the 120 hours are paid out.

If overtime links up with your normal working hours, it can prevent that the Working Hours Act prescribes a rest break. This rest break is considered overtime. Overtime surcharge in money

Overtime surcharge in money

The overtime surcharge is a percentage of your salary per hour and amounts to:

- 50% for the overtime hours on Monday through Friday;
- 100% for the overtime hours on Saturday, Sunday and holidays.

If you are a part-timer and you work outside of your own working hours, but within the usual working hours, you will be paid a surcharge for these hours. Said surcharge amounts to 25% of your salary per hour. This surcharge in any case compensates the holiday allowance and leave (both included in the benefit budget).

Surcharge shifted working hours

If your working hours have shifted with more than 30 minutes, you will receive a surcharge for the shifted hours. This surcharge equals the surcharge allowance.

Overtime and time-independent work

1. If you qualify for time-independent work, you are in principle not entitled to a surcharge.
2. In that case you will only receive a compensation for overtime if your superior has expressly ordered you to do overtime.
3. The hours of this overtime do not count for the average number of hours agreed on with you per week.

Overtime and shiftwork

If you do shift work, this chapter only applies to you if no specific rules are included in other places in this CLA.

3.6 Holiday Leave

Statutory holiday leave

With a full employment contract you are entitled to 160 hours of statutory leave per calendar year.

Taking holiday leave

As a rule, in one calendar year you should take at least 15 working days of continuous holiday leave. Your employer will only reject a request for holiday leave if the company interest requires this.

You will take holiday leave in hours. Your schedule determines the number of leave hours that can be taken.

Illness during a holiday

If you get ill during a holiday you will receive back the leave written off during the period of illness. In that case you should prove that you could not have worked due to illness if you would not have been on a holiday.

This does not apply during a leave period that precedes your retirement.

Holiday during illness

You can take a holiday during illness. For this purpose you must take leave. During your holiday you are exempted from re-integration obligations.

Withdrawing holiday leave

Your employer can withdraw allowed holiday leave again if this is necessary in the company's interest. If as a consequence you only had partial leave on a certain day, said day is not written off as leave.

If due to the withdrawal of previously allowed leave, you suffer financial loss, your employer will compensate this loss.

3.7 Purpose-related leave

As from your 55th birthday, you are entitled to purpose-related leave:

55-56 years:	24 hours a year
57-58 years:	48 hours a year
59 years and older :	96 hours a year

This leave is intended for recovery. Therefore you should take this leave within the calendar year. It is therefore not paid out and expires upon leaving employment.

You cannot use purpose-related leave to fully quit work directly prior to your retirement.

3.8 Working hours and leave plan

If you are 55 years of age and older, you will draw up a working hours and leave plan every year with your superior.

This is an individual annual schedule which includes your efforts and absence in the course of the year.

The working hours and leave plan aims to have you continue your work in a healthy and in a responsible manner until your retirement.

3.9 Part-time older employees

When you are 55 years of age or older, you can reduce your complete working hours (starting point is 38 hours) with at most:

55-56 years:	2 hours per week
57-58 years:	6 hours per week
59-64 years:	10 hours per week

For this purpose you should use your own time sources. Think for instance of the life-course savings scheme or vitality savings scheme and part-time pension.

If you want to work less hours without loss of salary, you must have accrued sufficient time or financing for this purpose. DTOs [part-time older employees] can be financed from the following sources:

- Purpose-related leave;
- the Benefit Budget;
- other leave.

4. WORK AND MONEY

4.1 Salary Scheme

1. Your salary is determined with the salary scheme.
2. The minimum and maximum salary of the sector salary table are taken into account in the determining of the company salary scheme.
3. The salary scheme is laid down in the company CLA.

4.2 Sector Salary Table

Reference jobs are determined in the job matrix. These reference jobs can deviate from the jobs or classification into the salary scales in the company scheme. In that case, not the sector salary table, but the company salary scheme shall apply.

Your employer will pay you a salary that suits the level of your position.

4.3 Study period

If you are in a study period and you do not yet meet the job requirements, your employer can classify you in a lower salary scale. Your employer will make written agreement with you about the duration of the study period and your salary development in this period. The study period shall not exceed 3 years.

4.4 Salary

On 1 April 2016, the salary will be increased structurally by 1%.

1 April 2016, the employees will receive a once-only payment of 1.2%.

For employees with a performance-based contract, the salary is increased as from 1 April 2016 with 0.8%. In April 2016, they receive a once-only payment of 0.2% (for the period 1 January through 1 April 2016)¹.

On 01 January 2017, the salary will be increased structurally by 1%.

01 June 2017, the employees will receive a once-only payment of 1.35%.

On 01 December 2017, the salary will be increased structurally by 1%.

4.5 Year-end bonus

1. You are entitled to a year-end bonus.
2. The year-end bonus amounts to 4.5% of your factual annual salary with the exception of the holiday allowance and the year-end bonus itself.
3. You will receive the year-end bonus in December of the year in respect of which the bonus is calculated.

The year-end bonus counts for the pension accrual.

4.6 Replacement allowance

If you take care of another, higher scaled job in full at the instruction of your employer, you will receive a compensation for this. Said compensation is the difference between your own salary and the salary you would receive when you would be appointed definitively in the job you take care of. The compensation is attributed as soon as you have taken care of the other job for more than one month.

If you work in shiftwork and replace a higher scaled employee in day shift, you will both receive the replacement surcharge and a surcharge according to the compensation scheme after definitively

¹ These agreements are a consequence of the release of 0.8% pension premium as from 1 January 2015.

leaving the shiftwork (article 3.3). Your income will not be below the salary that you deserved in your position, including the full shiftwork surcharge therefore.

4.7 Study costs

In the context of customization, agreements can be made about study costs in the company CLA. If a company uses this possibility, article 4.7 will no longer apply after the commencement of the company CLA in which the deviation is regulated.

If you follow a business-oriented study or education, your employer will pay it in full. In this respect you should in advance make a written agreement with your employer.

Both of you will also make a written agreement beforehand on any time that you must spend on your education or training during working hours. As a general rule this time will be for the account of your employer for 50%.

The time for sitting exams or a final examination which falls within your working time is fully for the account of your employer.

Your employer can withdraw an attributed compensation if you do not follow your courses regularly or if you have not studied sufficiently. However, this does not happen if this is not your fault.

Your employer can also claim back compensations paid to you when:

- a. you terminate your study or education early without a valid reason;
- b. your employment contract is terminated during your education or training;
- c. your employment contract is terminated within two years after completing your education or training. In this case, the amount that your employer claims back is proportional to the part of the period of two years that has not yet passed.

Your employer does not claim back compensations that have been paid out to you when you are entitled to an unemployment benefit after the end of your employment contract or when you retire.

4.8 Relocation expenses

If you have a personal household and you should move in the interest of the company, you are entitled to a compensation of the relocation expenses. Said claim expires if you did not move within two years after your employer asked you to move.

Relocation expenses

The relocation expenses to be compensated are:

- a. the costs for the transfer of the household effects, including the packing and unpacking are compensated in full;
- b. The refurbishment expenses: €7,750.

Repayment

If you have received a relocation expenses compensation upon your entry into service, you should pay this back if you are dismissed due to your own fault or if you resign within two years after your entry into service and within one year after the relocation.

4.9 Anniversary bonus

1. You will receive an anniversary bonus when you reach the length of service of 10, 20, 30, 40 and 50 years. The bonus is a percentage of your salary. The amount is as follows:

10 years	25%
20 years	100%
30 years	150%
40 years	200%
50 years	200%
2. When you work part-time or have worked part-time and this was for a period under 5 years, the bonus is calculated on the full salary.

3. If you have been unfit for work partially or if you are unfit for work, this has no negative effect on the amount of your anniversary bonus.

4.10 Proportional Anniversary Bonus

If you could have reached a service period of 10, 20, 30 or 40 years after the end of the employment contract but before reaching the age of 65, you are entitled to an anniversary bonus proportional to your factual length of service.

The condition is that your dismissal:

- coincides with the assignment of a benefit under the Full Invalidity Benefit Regulations (IVA benefit) or a contribution under the Return to Work (Partially Disabled Persons) Regulations (WGA benefit)
- is a consequence of redundancy. This also applies if you, as an older redundant employee use a scheme of which retirement with the use of the ABP Multi-Option Pension is part.

The anniversary bonus in proportion does not apply to a 50-year anniversary.

The amount of the proportionate anniversary bonus is determined by relating (dividing by) the years of service that have elapsed between the last anniversary bonus received by the employee and the date of termination of employment to the years of service between the last anniversary and the next anniversary, which can no longer be attained because of the termination of employment. If the anniversary of 10 years of service cannot be attained, the years of service to be taken into account are those that have elapsed since the start of the employment.

The years of service are rounded up in whole months.

The percentage that applies on the basis of Article 4.9, to the following – unattainable – anniversary is multiplied by the fraction thus calculated.

Example:

The employment of an employee aged 55 with 35 years of service (420 months) is terminated because of full occupational disability. Five years ago he received 1.5 months' salary on the occasion of his 30th anniversary. His proportionate anniversary bonus is calculated as follows:

- the years of service from the previous bonus to the end of his employment: 5 years (60 months)
- the time between the previous bonus and the following – unattainable – anniversary: 10 years (120 months)
- Anniversary bonus on a proportional basis: $60/120 * 2 \text{ month salaries} = 1 \text{ month salary}$.

4.11 Pension Benefit

When your employment contract terminates because you take an Abp Multi-Option Pension [*ABP Keuzepensioen*] or receive a Full Invalidity Benefit (hereinafter 'IVA') or a Benefit under the Return to Work (Partially Disabled Persons) Regulations [*WGA-uitkering*, hereinafter 'WGA-benefit'), you will receive a payment equal to 1.5 times your salary.

If you have been declared unfit for work partially upon the end of your employment contract and have not yet received a benefit upon retirement, the bonus is calculated as if you were not declared unfit for work partially.

Your employer owes you the transitional compensation if you leave the service of your employer due to illness or incapacity for work (WGA or IVA). In that case, the benefit of 1.5 month salaries is set off against the transition compensation.

5. WORK AND CHOICES

5.1 Benefit Budget

In addition to your salary you will receive a Benefit Budget. That is a gross amount that you can spend every month in addition to your salary.

Object

With the Benefit Budget you can customize your employment conditions, coordinated on your personal situation.

You can periodically choose for which non-monetary employment benefits you would like to use your budget. Periodically can be daily, weekly, monthly or annually. If you do not choose, the Benefit Budget is paid out every month with the salary.

Self-evidently, the Benefit Budget must be applied within the boundaries of the law, this CLA, the company salary scheme and other applicable rules.

This arrangement is a framework regulation which can be implemented further on a company level in consultation with the trade unions.

Trailer

The employment conditions regime mentioned below are included as a standard in the monthly Benefit Budget. The text of the original regulations was included in annex 7.

	% in Benefit Budget ¹⁾
Holiday allowance ²⁾	8.00%
contribution under the life-course savings scheme ³⁾	1.80%
Leave exceeding the statutory entitlement ⁴⁾	
Leave exceeding the statutory entitlement basis	2.00%
Above the overtime limit	0.80%
Age-related leave	0.40% - 1.60%
Transitional schemes for age-related leave	0.40% - 1.20%
Purpose-bound leave basis	0.40%

1) The percentages in this table are based on a 38-hour working week.

2) The holiday allowance is calculated on the salary excluding holiday allowance (former article 4.9 CLA Energy 2010 - 2011).

3) The contribution under the life-course savings scheme is calculated in respect of the salary (former article 4.8 CLA Energy 2010-2011).

4) The value of leave over and above the statutory minimum is calculated on the salary according to the salary scale plus the fixed personal allowance (salary per hour; articles 4.6 and 13.6 CLA Energy 2010-2011).

You will monthly receive the (monetary) value of the schemes mentioned above in your Benefit Budget.

Since some of the original employment conditions could differ between employees, the amount of the Benefit Budget could also differ from from employee to employee.

When you have a performance-based contract, self-evidently only the value of the employment conditions you previously had are made available in the Benefit Budget.

Extra accrual

On a company level the following can be added to the Benefit Budget in consultation with the trade unions, per job(category) among other things:

- the value of the monthly granted ADV hours;
- the value of the overtime hours in excess of 120 hours.

Products

You can spend your Benefit Budget on the following products on a monthly basis:

- money;
- extra hours of leave;
- life-course;
- tax-friendly payment of trade union contribution;
- reservation in the Benefit Budget;
- pension.

On a company level, other products can be added to this.

Exchange value

If you have a 38-hour working week, you can purchase an extra hour of leave for 0.6% (1/165) of your salary according to the salary scale, plus possible fixed personal benefit. If you have an employment contract for 40 hours, an extra hour costs 0.58% (1/173).

Leave

1. You can purchase extra leave hours in addition to your statutory leave per calendar year, up to a maximum of 216 extra leave hours.
2. If your employer chose to include other leave types (exceeding the minimum) in the benefit budget, a larger number of leave hours to be purchased can apply to you.
3. The goal is that you use the purchased leave hours during the calendar year in which you purchased them.
4. The purchased leave is added to your (digital) leave card. Using purchased leave is subject to the same rules as those for normal leave.
5. Once leave has been purchased it cannot be sold or resold for the benefit of the Benefit Budget).

Expense allowances

If certain costs decrease because you purchase leave, a compensation that you receive for said expenses will decrease in proportion.

Reservation

You can reserve your monthly Benefit Budget in full or partially. You can use the reserved amount later on in the calendar year to purchase, for instance, a more expensive employment condition or to have a once-only gross amount paid out.

Reserved budget that you do not use is paid out in money at the end of the calendar year.

Only when you have chosen to reserve budget for a lump-sum benefit of 8% in the month May (previously holiday allowance), this reservation continues to exist until the payment in May.

End of the employment contract

If there is still money in your Benefit Budget at the end of your employment contract, this is paid out to you as salary. Income tax and national insurance contributions deducted by the employer and social premiums are deducted from this.

Social Insurance premiums

When you opt for the product 'money' or if you have your reservation paid out, this constitutes salary. Income tax and national insurance contributions deducted by the employer and social premiums are deducted from the salary.

Pensionable Earnings

Only the part of the Benefit Budget that was pensionable previously is also pensionable upon payment. Of the schemes included as a standard in the Benefit Budget, only the holiday allowance was pensionable. This means that 8% of the Benefit Budget is pensionable.

5.2 Collective health insurance

Your employer has a collective healthcare insurance which you can participate in.

If you have retired, you and your family members can continue to participate.

Your employer strives for non-select access for his employees and their family members and non-select continuation of the insurance upon the end of the employment contract.

Employer's contribution

If you participate in the collective insurance of your employer and also effected an additional insurance, you will receive an employer's contribution of €360 gross per year or €30 per month.

When you work part-time, you will receive the employer's contribution in proportion to your part-time percentage. When that percentage, however, amounts to 50% or more, you will receive the full contribution of € 360 gross per year or € 30 per month.

5.3 Collective invalidity insurance

You can participate in a collective insurance that protects your income partially in the event you become partially unfit for work (In Dutch: invaliditeitspensioen aanvullingsplan and hereinafter: IPAP insurance). The premium for this should be paid by you.

If you take out this insurance you will receive an allowance in the premium of 0.25% point of your pensionable salary.

6. WORK AND CARE

6.1 Parental leave

Parental leave is regulated by the Work and Care act. The provisions of the law apply, unless deviated from below.

If your employment contract lasted for a year at least, your employer will pay you 70% of the statutory minimum salary that applies to you on the leave part during your parental leave. When you work part-time, your employer will pay you in proportion to your working hours.

You do not accrue holiday leave on taken parental leave.

If you want to take parental leave, you should report to your superior at least two months in advance.

Your employer pays the social premiums that have to be deducted on the difference between your original salary and 70% of the applicable minimum wage.

These (social) premiums are the contributions for ABP Multi-Option Pension and pre-retirement surviving dependant's pension and the WW contribution.

6.2 Palliative Leave

You can meet with your superior if your partner is terminally ill. The same applies to the care of a terminal parent or parent in law, daughter, son or daughter or son in law. Part of the agreement are in any case the maximum leave duration, the form of leave and the conditions for the leave.

6.3 Exceptional leave

You will be granted paid exceptional leave for the events listed in the table below, unless the company interest ranks in priority.

- a. On the day of a relocation to which article 4.8 applies;
- b. On your wedding day and the day after that;
- c. On the wedding day of your child;
- d. On the day of the childbirth of your partner and the day after;
- e. On the day of the death of your partner or foster children, stepchildren up until the day of the funeral or cremation up to a maximum of 5 days;
- f. on the day of the death of a parent, brother, sister, parent-in-law, brother or sister in law as well as on the day of the funeral/cremation;
- g. To comply with the statutory obligation, unless arisen due to your fault or negligence: the time required for this;
- h. To carry out activities for and to participate in meetings of bodies subject to public law to which you have been elected or appointed. You should not be able to do this in your own time and you cannot receive any income for this. Attendance fees and similar fees are not considered incomes in this context: maximum of 15 days per calendar year.

You can be granted paid exceptional leave to take care of a sick child, partner or parent. The condition is that this care cannot be arranged in any other manner. You make agreements with your superior about the duration and the scope of the leave.

Doctor consults

In principle you consult the doctor or specialist in your own time. When you demonstrate that this is not possible, you will be granted exceptional leave without loss of salary.

Your employer has possibly drawn up implementing guidelines for this.

Care leave

At your request you will be granted unpaid exceptional leave for a maximum period of two months, directly following the birth of a child that is part of your family. When you gave birth to a child, this unpaid leave can directly connect with your pregnancy leave.

Your employer pays the social premiums that must be paid in the period of the leave.

Special circumstances

Under special circumstances, your employer can either or not allow exceptional leave without loss of salary.

6.4 Medical Examinations

1. You are only examined medically upon your entry into service or a change of position if special requirements are to be met by you in respect of medical suitability.
2. During the medical examination, the employer will take into account the protocol pre-employment medical examination of the KNMG.
3. An examination to be carried out by a doctor appointed by the employer.
4. After you have been examined, you are the first person to receive the results.
5. If a job applicant withdraws before the outcome of the examination has been announced to the employer, he can request to keep the outcome confidential for the employer. This should be done in a timely manner.
6. The costs of the examination are paid by your employer.

6.5 Preventive medical examinations

1. Your employer offers his employees a PMO periodically.
2. If you are classified into the standby duty and maintenance service shift and you are 55 years or older, this will happen once every two years at least.
3. You are no longer obliged to carry out overtime or standby duty and maintenance service shifts if your health keeps you from doing so.

6.6 Company emergency response

1. Your employer can appoint you as a company emergency response team member in writing. A company emergency response team member
 - a. provides first aid in the event of accidents and limits the consequences of accidents;
 - b. limits and fights fire;
 - c. alarms and evacuates employees and other people present in the building in the event of emergency situations.
2. If you are appointed as a company emergency response worker you must follow the required lessons for this purpose and participate in the organized drills.
3. You are only appointed if your personal circumstances reasonably allow this.
4. For the organization and the compensation, the facilities that have been fixed on a company level apply.

7. WORK AND SECURITY

7.1 Sickness and occupational disability

Statutory provisions

If you are unfit for work, the statutory provisions of the Dutch Civil Code, the Sickness Benefits Act, the Work and Income (Capacity for Work) Act regarding 'suitable work' are applicable to you, unless explicitly provided otherwise in this chapter.

Working after the state pension age

When you have reached the state pension age, this chapter no longer applies to you. Instead Article 629 paragraph 2 of the Dutch Civil Code applies².

Entitlements during the first two years of illness

1. The full salary is paid during the first 26 weeks of illness.
2. From the 27th week to the end of the second year of illness, 85% of your salary is paid.
3. Your salary is once again paid in full with effect from the time at which you resume work.
4. The above applies proportionally in the event of a partial resumption of work.

Suitable work

During the first two years of illness, your employer does its utmost to have you do suitable work. This can be your own work under different conditions, but also other work.

If there is no suitable work for you in the company of your employer, your employer will look for suitable work at another employer.

You should accept all suitable work that you are offered.

Less than 35% unfit for work

If you are less than 35% unfit for work, you will remain in your employer's employment, unless a substantial business interest dictates otherwise. You will be reassigned to a suitable position if necessary.

Your employment contract and salary is adapted to your actual earning capacity.

You will receive a supplement equal to 70% of the difference between your former salary and your new salary.

In case of a loss of hours, your unemployment benefit is netted against the supplement.

In the event that your employment contract must be terminated on the grounds of a substantial business interest, you are entitled to one of the following supplementary benefits:

- If you are reassigned to a suitable position with another employer, your new salary will be supplemented to 90% of your former salary. The duration of the supplementary benefit is the same as the period over which he would have received an unemployment benefit in the event of unemployment.
- If you are wholly or partially unemployed, your unemployment benefit plus any salary received will be supplemented to 70% of your former salary.

Industrial Accident

You will also receive your full salary from the 27th week to the end of the second year of illness if the occupational disability is caused by an industrial accident.

If an industrial accident leaves you totally and permanently unfit for work, you will be entitled to a supplement to your IVA benefit and any AAOP that brings it to 90% of your most recently earned salary.

If an industrial accident leaves you partially unfit for work, you will be entitled, after the first two years of illness, to one of the following supplements.

During the (extended) salary-related WGA benefit, you will receive:

² Until such time as provided by Royal Decree, [transitory law](#) applies.

- a. if your residual earning capacity is fully utilised, a supplement of 90% of the difference between your most recently earned and your new salary;
- b. if your residual earning capacity is not fully utilised, a supplement of 80% of the difference between your most recently earned and your new salary.

For the duration of the WGA salary top-up benefit, you will receive a supplement equal to 90% of the difference between your most recently earned salary and your new salary that you would earn if you were to utilise your residual earning capacity fully.

During the WGA follow-up benefit, your benefit is supplemented to 75% of your most recently earned salary multiplied by your occupational disability percentage for a maximum of 10 years.

If you are less than 35% unfit for work as the result of an industrial accident, you are entitled to a supplement that brings the new salary up to 90% of the most recently earned salary. This supplement ends at the moment the employment contract is terminated. In the event of a loss of hours any unemployment benefit is netted against the supplement.

Any WGA and AAOP benefits will be deducted from the supplements.

Reassignment within two years

You can be reassigned to another position or to your own position with a lower salary already within the first two years of illness. Until the end of the second year of illness, this will not result in any financial disadvantage for you in comparison with the situation where you had not been reassigned.

Determining the period of illness

In order to determine the duration of the period of illness, periods in which you did not work due to illness are added together. However, if these periods are interrupted by four or more weeks of working, a new period of illness will start thereafter.

Salary adjustment

When the occasion arises, the amount of the most recently earned salary is adapted in accordance with a general salary change.

Second opinion (expert opinion)

When you and your employer differ in opinion, first the working conditions service of your employer will render an advice in this respect. If you still do not agree, you and the employer can request a non-binding expert opinion from the Dutch Employee Insurance Agency. The request can be made, among other things, if:

- a. you are or are not unfit for work;
- b. there is suitable work for you within the company of your employer;
- c. your employer did what it could to a sufficient extent to help you back to work and also if you did your best to return to work again.

Your employer will pay for the expert opinion.

End of continued payment or supplement

The continued payment of or supplement to your salary in this paragraph ends

- as soon as you have been reassigned or
- as soon as you no longer meet the conditions or
- as soon as your employment contract is terminated or
- As soon as you have become entitled to a benefit under the General Old Age Pensions act or
- As soon as you die.

Obligations

If illness prevents you from coming to work, you must report this to your employer as soon as possible. You must observe the relevant regulations for illness laid down by your employer.

Your employer may decide that you may resume your work only with the employer's explicit consent.

If you do not comply with your obligations or if you abuse the provisions, your employer can impose sanctions.

Your employer can refuse or suspend the continued salary payment and supplements referred to in this chapter if you:

- a. Intentionally became unfit for work or have continued to be unfit for work intentionally, unless you cannot be blamed for this on the basis of your psychological condition.
- b. You have pretended your illness or at least have exaggerated it to such an extent that it should not be presumed that you are unfit for work;
- c. Have become unfit for work as a consequence of a defect in respect of which you have provided false information in the context of a pre-employment medical examination and consequently, the review with regard to the workload capacity requirements set for the position, could not be carried out adequately;
- d. You obstructed or delayed your cure;
- e. Did not carry out suitable work without a proper reason;
- f. Did not cooperate in reasonable prescriptions or measures given by your employer to carry out suitable work and you did not provide proper reasons for this.
- g. Did not cooperate in the drafting, evaluation or adjustment of a plan of approach for re-integration and you did not state proper reasons for not doing so;
- h. You do not have regard to the rules and instructions for illness that apply to you (audit regulations);
- i. Refuse to grant cooperation to a second opinion of the Dutch employee Insurance Agency requested by your employer;
- j. Refuse to use security means that are present or if you violate the security and health prescriptions and have become unfit for work as a consequence thereof;
- k. have provided incorrect information intentionally or if you intentionally withhold information;
- l. Did not request a WIA-benefit in a timely manner;
- m. You abuse the provision.

The rejected or suspended continued payment of wages or supplement is continued as soon as you comply with the prescription in question again.

If any obligations or sanctions are imposed on you in connection with your WIA benefit, your employer will as much as possible impose on you the same obligations or sanctions in connection with your supplement to the WIA benefit.

If as a result of your acts or omissions the WIA benefit is reduced or the entitlement to it is wholly or partially refused, the employer will deem your WIA benefit to have been received in full for the determination of your entitlement to a supplement to the WIA benefit.

Dismissal for occupational disability

If your employer wants to dismiss you due to occupational disability or illness, he must follow the procedure applicable in that respect.

In this case, your employer may terminate your employment contract subject to a one-month notice period. This notice period deviates from the periods in the Dutch Civil Code.

Concurrence with other income

Income under this chapter in combination with other income by virtue of statutory insurance or in connection with work that is deemed advisable for his recovery must not amount to more than 100% of the most recently earned salary.

Income from or in connection with work or activities are deducted from the amount to which you are entitled by virtue of this chapter, unless:

- a. you already had this income before becoming unfit for work due to illness; and
- b. you have not expanded this work.

Reimbursement of costs after an industrial accident

If your occupational disability is caused by an industrial accident, your employer will reimburse the costs of medical care or treatment at his/her discretion, which remain for your account.

Your employer may lay down additional rules for this.

7.2 A) Repair accrual and duration Unemployment Benefit**Repair of the accrual and duration of the Unemployment Benefit**

For employees who are under the service of an employer who is own-risk bearer under the Unemployment Benefits Act, the statutory accrual and the duration of the unemployment benefit are supplemented to the (statutory) accrual and the duration of the unemployment benefit as it was on 31 December 2015. Therefore, the maximum duration of this extended unemployment benefit is 38 months.

7.2 B) Supplement to Unemployment Benefit in case of unemployment due to reorganisation**Supplement to Unemployment Benefit due to reorganisation**

You are entitled to a supplement to your unemployment benefit if your employment contract ends because your position becomes redundant as a result of a reorganization, company closure or decline in work.

This scheme does not apply if the end of your employment contract coincides with a reorganization for a certain period of time.

Term of the supplement to the unemployment benefit

The supplement to the unemployment benefit enters into effect on the first day of the unemployment benefit. The term relates to the number of consecutive years of service in the sector, whereby one full year of service gives a right to one month of supplement. A year of service in the sector is a year during which you were continuously employed in the PLb sector based on an employment contract with any company. If you have been continuously employed in the broader sector of Energy-WENB within the same group of which your employer is part, the number of consecutive years of service in this broader sector counts. This means that your previous employers within the group must have been parties to the CLA PLb, the CLA NWb or the preceding CLAs.

The supplement ends no later than on the end date of the (extended) Unemployment Benefit (with a maximum of 38 months).

If the unemployment benefit is suspended for another reason than alternative employment, the supplement ends during the period of suspension. The payment of the supplement is continued as soon as the unemployment benefit is continued. The remainder of the supplement that has not been paid to you yet is then again awarded as supplement to the Unemployment Benefit.

The supplement ends in any case as soon as the entitlement to an unemployment benefit no longer exists.

Amount of the supplement to the unemployment benefit

The unemployment benefit is supplemented to 85% of the last-earned salary³. The salary on which the supplement is calculated amounts to no more than €85,000 gross per year.

When calculating the supplement, all income (such as salary, unemployment benefit and sickness benefit) is counted.

³ In deviation of the salary definition included in the CLA, article 7.2 includes the year-end bonus in the salary.

Expiry of the supplement to the unemployment benefit

As long as you are entitled to an unemployment benefit from the UWV, you must observe the UWV's instructions and regulations.

If the statutory unemployment benefit is fully or partially refused by the UWV because you fail to comply with the obligations to prevent or end unemployment, the supplement to the unemployment benefit is in any case terminated in full or in part, to the same extent as the penalty of the UWV. This also holds when you temporarily do not receive, or receive a lower, unemployment benefit as a consequence of a cut in benefits for which you are culpable.

In addition, you must observe instructions given by or on behalf of the employer both during the unemployment benefit period and during the extended unemployment benefit period. If you fail to do so, the employer may decide to terminate (the supplement to) the (extended) unemployment benefit either entirely or partially, either or not definitively. During the statutory unemployment benefit period, the employer may only do so if UWV - despite requests thereto by or on behalf of the employer - refuses to impose measures on the employee.

In any event you definitively and completely lose your eligibility for the supplement to the unemployment benefit if you:

- a. refuse a reasonable offer for a suitable position,
- b. insufficiently cooperate in finding suitable employment, or
- c. agree with your employer in writing that you are not entitled to the supplement.

Supplement to a sickness benefit

If you become unfit for work during a period in which you receive a (statutory) unemployment benefit, you receive a sickness benefit from the UWV. This (statutory) benefit is also supplemented to the percentage mentioned above.

A female employee who becomes unfit for work because of her pregnancy receives a supplement to 100% during the period until the start of the maternity benefit.

When calculating the supplement, all your income (such as salary and unemployment benefit) is counted.

If you temporarily receive no benefit or a benefit that is lower because of a cut that is imputable to you, the supplement is based on the amount of benefit that you would have normally received. If the sickness benefit is fully or partially refused by the UWV because you fail to comply with your obligations, the supplement is in any case terminated in full or in part, to the same extent as the penalty of the UWV.

The supplement ends at the moment that the supplement to the unemployment benefit would have ended, or at the moment that the sickness benefit ends.

7.3 Death Benefit

In the event of your death, your salary will be paid up to and including the month in which death occurs.

After death, a benefit of three times your most recently received salary is paid as soon as possible to the following person(s):

- a. your spouse from whom you do not live apart permanently; or
- b. if you have no spouse: your under-age lawful, natural and foster children; or
- c. if you have no under-age children: your parents, children of age, brothers or sisters if you are their breadwinner.

If you are not the breadwinner for these persons, your employer may use the benefit in whole or in part to pay the cost of your final sickness and the undertaker's fees if your estate is insufficient.

If there is a claim on a death benefit based on the WIA or another arrangement, this will be deducted from the benefit payable by your employer.

Death resulting from an industrial accident

If you die as a result of an industrial accident that you did not deliberately cause, the persons that are entitled to a surviving dependant pension under the ABP are granted a benefit payment of 18% of the surviving dependant's pension.

This benefit will end as soon as you would have been entitled to an old-age pension. If the benefit is paid to your spouse, it will also end in the month following the month in which he or she remarries.

7.4 Liability insurance

Your employer is obliged to take out an insurance against the risks of third-party liability. In addition, your employer must insure the risk of third-party liability for any damage that you inflict on others, including colleagues, during your work.

If the insurance does not cover the damage, your employer may recover the damage from you if the damage was caused by your deliberate intent or wilful recklessness.

7.5 Job level adjustment (demotion)

You could agree with your employer that you will be reassigned to a less taxing, lower paid position. In that case you will also receive a lower salary. If in that case there are 10 years or less between your age and the retirement age applicable to you, you could ask your employer to continue your pension accrual on the basis of your former salary.

7.6 Pension

The pension scheme of the Stichting Pensioenfondsen ABP will apply. On the website of the ABP (www.ABP.nl) you find elaborate information about the pension scheme.

8 WORK AND TRADE UNIONS

8.1 Contribution to the trade unions

1. An employer will pay the trade unions €16 per employee per year. The number of employees on 1 January of the year is the determining factor.
2. The contribution for each trade union that is a party to the CLA, is determined in proportion to the number of trade union members employed in the sector. The distribution of the amounts is arranged by the trade unions in mutual consultation.

8.2 Leave for trade union activities

Unless it is contrary to the business interest, you will receive paid leave to, at the written request of a trade union:

- a. take part, as a board member or representative, in courses and meetings of the bodies referred to in the Articles of Association of the trade unions: max. 26 days per calendar year;
- b. take part in training and socio-cultural education sessions given by the trade union, insofar as this is not provided for in the previous paragraph or the Works Councils Act: max. 5 days per calendar year.

8.3 Reorganization

1. An employer who intends to implement a reorganisation, requests the advice of the Works Council in a timely manner.
2. The employer will also inform the trade unions if the existing employment conditions do not cover the consequences of a proposed reorganization or company closure.
In that case, the redundancy package agreed upon between parties is applied. This redundancy package regulates the social consequences arising from reorganisations at companies operating in the Production and Supply sector that are members of employers' organisation WENB and are own-risk bearer for the Unemployment Insurance Act. The redundancy package applies to reorganisations for which a request for a recommendation was submitted to the works council in the period 1 January 2016 through 30 April 2018 in conformity with article 25(1) under c, d, e or f of the Works Councils Act.
3. Information submitted in relation to the above, will be assessed in a confidential manner upon request by any of the parties or both parties.

PROTOCOL

Development and employability

The transition to a sustainable energy supply, the competition in the energy market and the technological developments have significant consequences for the employment in the sector and the requirements set on the employees. These developments require flexibility and mobility of employees. It is the responsibility of both employees and employers to invest in the continuous employability and development of employees.

Social partners want to make agreements to arrive at a situation wherein employees, facilitated by employers, feel ownership of and take responsibility for their own development and career. By continuously developing themselves, employees remain 'in position' for the changing labour market requirements within or outside of the own company and remain attractive for employers both internally and externally. Strategic staff planning without the companies plays an important role in identifying where challenges will arise in the near future. For this purpose, parties to the CLA PLb apply a sector view. They include the coming years in the calculation in order to arrive at an integral approach per company related to the sector view.

If this approach is successful, employees can always be deployed, within or outside of their own organisation.

The implementation of this vision is not free of obligation. Parties realize that time is required in this respect, but their ambition is high.

The employee participation in the sector will be involved, same as the social partner, in the development and implementation of the vision.

In that respect, it is important for employees to work on their employability and thus on their mobility. What is more, the support of the organisation is preconditional in this context. Employees will then be able to prepare themselves for any future circumstances by developing themselves with the help of counselling, retraining and training. Employees who have a lot of knowledge can also transfer that knowledge onto others.

Various initiatives have already been launched within the companies. These initiatives in the terrain of enhancing the labour market position in the sector and in the companies will be analysed. It will be assessed whether they can be combined in order to enhance each another. What works and what does not work? Which parties are involved in these initiatives? Another important step in this respect is the Sectorplan PLb realized between Social Partners further to an agreement in the collective bargaining.

The companies will be offered a scan with which the labour market mobility on a market level, and of (groups) of employees, can be established after which improvement can be strived for, both in the short and in the long term.

The implementation of aforementioned measures can be commenced with in places where they are most necessary, with groups of employees for whom redundancy looms within the coming years.

Parties will assess whether other branches and sectors can be also be approached by means of sector funds.

Parties have agreed to invest a part of the employment conditions margin, arising from the premium reduction following the transfer from wage indexation to price indexation in the ABP scheme, in these activities.

As soon as the CLA PLb 2015 is definitive, social partners in the sector shall convert aforementioned arrangements and intentions into an action plan holding arrangements regarding concrete measures as well as a time line. Social partners will monitor the progress, as well as the agreed investment of employment conditions margin.

Additional employment measures

Employers and unions consider it important, particularly in these economically difficult times, that people who are at a disadvantage on the labour market get an opportunity in the sector. In order to enhance their positions, employers and the unions already made agreements in recent years about additional employment measures. In that context, the employers have taken various actions in that regard, including:

- offering extra work experience placements with training, counselling and coaching, whereby youngsters receiving Wajong (invalidity) benefit are considered a special target group in this respect;
- training and appointing instructors;
- training employees to counsel and coach youngsters on a work experience placement;
- offering internships: the energy companies offer internships to students on vocational education courses; These internships are also open to school leavers who have not found a job yet within three months of finishing their education;
- appointing internship coaches: the energy companies will appoint employees as internship coach and/or contact person for outside vocational education.

The WENB promises that the employers will continue their efforts in this respect. The production and delivery companies will do their utmost to use 0.5 - 1.0 % of the wage bill for this purpose every year during the term of the CLA.

Inflow of people with a disadvantage on the labour market

Parties endorse the objectives of the social agreement 2013. It has been agreed in this social agreement that the business sector and the (semi) government should employ a certain amount of people with an occupational disability (SW/Wajong/WIA/WAO). The WENB/WWb project 'Samenwerken en verbinden ['Cooperate and Connect'] stimulates and supports the members to comply with this arrangement. A report will be drawn up in July of 2016. Parties will discuss this report.

In conformity with the recommendation of the Joint Industrial Labour Council (letter of 21 February 2014) it will be assessed whether it is necessary to set up a separate salary scale for employees from this target group.

Discussing labour relations in the PLb sector

Parties have agreed to jointly discuss the labour relations - such in the broadest sense of the word - in the sector, immediately after realization of the CLA PLb.

In these discussions, the option to make arrangements regarding 'tailor-made work' in the CLA (article 1.3 paragraph 5) with the (central) works council will also be discussed, as well as the efforts of trade union consultants and the efforts of temporary workers (article 2.9).

Investigation into target group bound schemes

Parties have agreed that they will identify and list the collectively agreed schemes aimed at specific target groups (such as 'cushioning' measures and paid parental leave), and investigate whether any amendments are desirable.

Investigation into shift work flexibilisation

As a consequence of the economical circumstances, the PLb companies encounter standstills of production units (either lengthy or not) more and more often. In addition, employees are deemed to be employable for work longer, which possibly results in older employees working adjusted shifts (lighter, for example with less night shifts). This requires a more flexible employability of employees in shift work.

The shift work scheme was created in a time when the business operations of stations had a more regular pattern. In the revisions department, a unit was inactive for a number of weeks and some personnel was exempted from shift work for a brief period of time. Based on (almost) constant and continuous rosters, the shift allowance is a fixed percentage.

CLA parties recognize how the situation has changed and agree to jointly investigate, over the course of the CLA, the possibilities to have the allowance relate more to the actually worked (inconvenient) hours.

In this investigation, it is also assessed whether the maximum of 120 overtime compensation hours booked onto the next year is met. If not, the cause thereof is investigated.

Also assessed are:

- whether an employee can be given more control with respect to the timetabling of his overtime compensation (article 3.5);
- to what degree shifting of working hours over the day- and week limit is possible with shifted working hours,
- and whether 15 working days equals 3 weeks (article 3.6).

Training & Development fund PLb

The foundation Stichting Opleidings- & Ontwikkelingsfonds production and delivery companies (PLb) stimulates and (co) finances the regular T&D-policy for the PLb sector, which includes the development of industry-wide training programmes (inter alia, those relating to safety at work), image campaigns etc.

The payment of social insurance contributions to the T&D fund is continued: 0.1% in 2016 and 0.1% in 2017.

CLA renewal

Parties have completely renewed the text of the CLA PLb 2013. The employee is addressed directly, in an understandable way. The structure of the CLA has been made more clear and the text will be made available digitally, including references through internal and external hyper links.

CLA parties did not feel the need to make substantial changes. However, if one of the parties nevertheless observes a substantial difference between the old text and this text, the old text shall prevail. CLA parties will then clarify this text in joint consultation.

The CLA changes following from the negotiation agreement regarding the CLA 2015 have been processed directly in the new text.

Declare universally binding

For the new CLA, a request to declare universally binding (Dutch: AVV) will be submitted.

ABBREVIATIONS USED

AAOP	ABP ArbeidsongeschiktheidsPensioen [Occupational Disability Pension]
ABP	Algemeen Burgerlijk Pensioenfonds [General Pension Fund for Public Employees]
ADV	Arbeidsduurverkorting [Reduction of Working Hours]
ATW	Arbeidstijdenwet [Working Hours Act]
BW	Burgerlijk Wetboek [Dutch Civil Code]
CAO	Collectieve Arbeidsovereenkomst [Collective Labour Agreement]
IPAP	Invaliditeitspensioen Aanvullingsplan [Invalidity Pension Supplement Plan]
IVA	Regeling Inkomensvoorziening Volledig Arbeidsongeschikten [Fully Disabled Persons Income Scheme]
PAS	Partiële Arbeidsparticipatie Senioren [Partial Work Participation for Older Employees]
UWV	Uitvoeringsinstituut Werknemersverzekeringen [Employee Insurance Administration Institution]
WAA	Wet Aanpassing Arbeidsduur [Working Hours Amendment Act]
WGA	Regeling Werkhervatting Gedeeltelijk Arbeidsgeschikten [Resumption of Work (Partially Disabled Persons) Regulation]
WIA	Wet Werk en Inkomen naar Arbeidsvermogen [Work According to Labour Capacity Act]
WOR	Wet op de Ondernemingsraden [Works Councils Act]
WW	Werkloosheidswet [Unemployment Insurance Act]
ZW	Ziektewet [Sickness Benefits Act]

DEFINITIONS USED

Scheduling ADV	Your employer schedules ADV in your roster, as a result of which the average working hours you actually worked in the roster period is 38 hours per week.
Accrual of reduction in working hours (ADV)	If you actually work more hours than the average 38 hours (no overtime) according to your roster or working hours scheme, you accrue (prorated) compensatory time. This is referred to as ADV. Therefore, if you actually work 40 hours a week, you accrue 2 hours of ADV per week. Accrued ADV does not expire due to illness. Accrued ADV that is not scheduled in the roster is treated as leave over and above the statutory minimum. Your employer may have agreed with the trade unions that ADV that is not scheduled is added to the Benefit Budget.
totally and permanently unfit for work:	The person who, as a result of illness, ailment, pregnancy or childbirth established by a direct and objective medical diagnosis, is capable of earning only a maximum of 20% of the average wage per hour from work, on a permanent basis (Article 4 paragraph 1 WIA);
partially unfit for work:	The person who, as a result of illness, ailment, pregnancy or childbirth established by a direct and objective medical diagnosis, is capable of earning only a maximum of 65% of the average wage per hour from work, but is not totally and permanently unfit for work (Article 5 WIA);
Business interest	Any situation that relates to the safety or continuity of the business process and situations in which interests of a commercial, economic or (technical) operational nature of the employer's business are at issue. When the business interest relates to interests of a commercial, economic or (technical) operational nature, any interests of the employee that are at issue will be taken into consideration.

Industrial Accident	an accident caused to a substantial degree by the nature of the work assigned to the employee or by the special circumstances under which that work had to be carried out, and that cannot be imputed to his fault or negligence.
Representation of interests ('assist or represent')	For example, by a lawyer or someone from your trade union
Company salary scheme	The salary scheme applicable for your company or business unit.
Assistance	For example, by a lawyer or someone from your trade union
Parties to the CLA	Parties to the CLA PLb: the trade unions FNV, CNV Publieke Diensten part of CNV Connectief and VMHP-N and the WENB.
Years of service	<p>a. the number of consecutive years of service with your current employer and its legal predecessor (s);</p> <p>b. the number of consecutive years of service spent with your current employer before you resigned to take care of a child up to the age of 4 that belongs to your family;</p> <p>If you were in the service of your current employer on 1 April 2002 and the sector CLA Production applied to you, your service record is construed in accordance with the definition of service record within the meaning of article 23 of part II of the Collective Labour Agreement for Energy and Utility Companies 2000-2001.</p>
Spouse	<p>Under this CLA, a spouse is equated with a life partner</p> <ul style="list-style-type: none"> - with whom you have entered into a registered partnership (article 1:80a DCC) or - with whom you live together without being married and - with the intention of living together - conduct a joint household with, which is evident from a written statement. A life partnership declaration is specified in annex 8 of the CLA.
Own-risk bearer for the Unemployment Insurance Act	<p>The employer is own-risk bearer under articles 72a and 79 Unemployment Insurance Act for the unemployment benefit costs of his former employee, and who is responsible for the reintegration of his former employee.</p>
Public holidays	<ul style="list-style-type: none"> - New Year's Day; - Easter Monday; - Ascension Day; - Whit Monday; - Christmas Day and Boxing Day; - King's Day and - 5 May, once every five years in years ending in a 5 or a 0, (anniversary of National Liberation Day 1945).
Actual annual salary	<p>The salary you actually receive in a calendar year. In the event of a part-time employment, calculations are made proportionally. In the event of entry into employment in the course of the year, calculations are made proportionally, according to the formula (number of days in employment/number of calendar days).</p>

Financial loss	<p>Example 1: You cannot return theatre tickets that have already been paid for.</p> <p>Example 2: You cannot cancel a booked holiday.</p>
Job matrix	The whole of job profiles and the accompanying salary scales; see annexes 3, 4 and 5 to the CLA PLb.
Job profile	A brief description of the main tasks for the job (see annex 5) included in the job matrix. These profiles form the reference framework.
Pension	In addition to the ABP Multi-Option Pension, pension is also taken to mean the AAOP.
Overtime	<p>If your supervisor asks you to work more hours on one day or in one shift than your normal hours, this qualifies as overtime. Less than half an hour per day of extra work does not count as overtime.</p> <p>If you spend half an hour a day working extra, the first half hour also counts as overtime.</p> <p>If the overtime does not link up with your normal working hours, so in case of extra attendance, the travel time also counts as overtime.</p>
The Parties	Parties to the CLA PLb: the trade unions FNV, CNV Publieke Diensten part of CNV Connectief and VMHP-N and the WENB.
Partner	<p>Under this CLA, a spouse is equated with a life partner</p> <ul style="list-style-type: none"> - with whom you have entered into a registered partnership (article 1:80a DCC) or - with whom you live together without being married and - with the intention of living together - conduct a joint household with, which is evident from a written statement. A life partnership declaration is specified in annex 8 of the CLA.
Partner (2)	The partner within the meaning of article 7.1 of the Pension Scheme Rules.
Suitable work	All work that is appropriate to your strengths and skills, unless you cannot be forced to accept it for reasons of a physical, intellectual or social nature.
Pension Scheme Rules	The Pension Scheme Rules of the Stichting Pensioenfonds ABP
Shiftwork	Shift work is taken to mean a working hours regulation in accordance with a roster established at a company level, under which employees take over from colleagues in turn in the performance of one and the same position, and under which it is normal for the work to be carried out outside Monday to Friday from 07.00 to 18.00.
Reorganisation	Reorganisation within the meaning of article 25, paragraph 1, under c,d,e and f of the Works Councils Act.
Salary	<p>The salary scale (possibly multiplied by the part-time percentage), plus:</p> <ul style="list-style-type: none"> a. any fixed personal allowance(s) per month b. 8% (the former holiday allowance per month referred to in annex 7); c. the monetary allowance for standby duty or emergency maintenance service, averaged per month over the preceding 12-

	month period;
	d. the monetary allowance for shift work (see paragraph 3.3).
Hourly salary	<ol style="list-style-type: none"> 1. Hourly salary is taken to mean 1/165th of the scale salary plus the fixed personal allowance. 2. If you have a performance-based contract with a standard working week of 40 hours, 'hourly salary' is taken to mean 1/173rd of the scale salary plus the fixed personal allowance.
Salary scheme	A salary scheme is a system used to determine the salary scales. It includes, among other things, the salary scales, the system of job classification and a system that establishes the link between job classification and the salary scales.
Salary scale	A salary oftentimes consists of a series of amounts (steps or periodic). It may also consist of a given range with a minimum amount and a maximum amount per month.
Salary according to the salary scale	The amount per month you receive based on your classification in the company salary scheme.
Sector salary table	The table with the salary scales as included in annex 3 to the CLA PLb.
Work location	The place designated by the employer as the place where you generally carry out your work, or the place at which your work generally starts.
Trade Union	Trade unions that are parties to the CLA PLb: FNV in Amsterdam, CNV Publieke Diensten in Utrecht and VMHP-N in Arnhem.
Fixed personal allowance	<p>A fixed monthly allowance to the salary scale. This can be expressed as an amount or as a percentage of that salary scale, A fixed personal allowance is granted for an indefinite period of time only if:</p> <ol style="list-style-type: none"> a. you perform your job excellently; b. as a guarantee because you are classified in a lower-rated position; c. if you are special requirements are imposed on you. <p>All allowance to the scale salary granted for any other reason, are not regarded as a fixed personal allowance.</p>
Shifted working hours.	If your supervisor asks you to work at hours outside your standard working hours, the hours that are not regarded as overtime and that do not correspond with your working hours or roster are shifted working hours.
Continuous shift work	Continuous shift work is taken to mean a form of shift work in which the changeover times are arranged in such a way that the work process continues 24 hours a day, 7 days a week.
Standby duty and emergency maintenance service	Being available according to the roster to perform activities outside the working hours applicable to you.
WENB	Werkgeversvereniging voor Energie, Kabel & Telecom, Afval & Milieu
Employer	Any company with its own legal entity which mainly carries out



activities that fall within the scope of this CLA and is a member of the WENB. A company mainly carries out activities that fall under the scope of this CLA if more than 50% of the agreed working hours of the employees is spent to these activities.

Employee

All persons in the employment of the employer with the exception of:

- members of the executive board and members of the management board (including company, corporate service and deputy directors);
- interns and holiday workers;
- those who are working under the terms of social legislation or within the framework of an employment project subsidised by third parties;
- trainees;
- those who are working temporarily within the framework of an action learning project.

Wherever used in this CLA, a pronoun in the masculine gender shall be considered as including the feminine gender.

Substantial business interest

A substantial business interest definitely exists if:

1. the current workplace and the work cannot in all reasonableness and fairness be altered in such a way that the employee who is unfit for work is able to continue doing his job satisfactorily, and
2. there there is no alternative, suitable work within the organisation of the employer.

ANNEX 1**List of companies that are parties to the CLA PLb****BioMassaCentrale Moerdijk****DELTA NV, Middelburg**

- DNWG Staff BV
- DELTA Comfort BV

Emmtec services BV**NV ENECO Groep, Rotterdam**

- Enatec Micro-Cogen BV
- Eneco Beheer NV
- Eneco Zakelijk BV
- Eneco Holding NV
- Eneco Consumenten BV
- Eneco Services BV
- Eneco installatiebedrijven BV

Enecogen, Rotterdam Europoort**ENGIE Energie Nederland NV, Zwolle**

ENGIE Portfolio Management BV
ENGIE Global Developments BV

Ennatuurlijk BV, Best**E.ON Business Services Benelux B.V.****NV EPZ, Borssele****Essent NV, Den Bosch**

- Energy Resources Holding
- Essent Personeel Services BV
- Gaswacht Friesland Facilities BV
- VOLTA Limburg BV
- Westland Energie Services BV

BV Gemeenschappelijke Kernenergiecentrale Nederland, Dodewaard**NV Nuon Energy, Amsterdam****PVNED Holding BV, Middelburg****Reggestroom, Nijverdal****Sloe Centrale BV, Vlissingen****Stadsverwarming Purmerend, Purmerend****Uniper Benelux NV, Rotterdam****Uniper Energy Trading NL Staff Company, Rotterdam****Uniper Technologies BV, Rotterdam****USG Industrial Utilities, Geleen**



Veolia Energie Netwerken BV, Nieuwegein

Ziut BV, Arnhem



ANNEX 2

Provisions applicable to the performance-based contracts

- 1.1
- 1.2
- 1.3
- 1.4
- 1.5
- 1.6
- 1.7
- 2.1
- 2.2
- 2.3
- 2.4
- 2.5
- 2.6
- 2.7
- 2.9
- 2.10
- 2.11
- 5.1
- 6.4
- 6.5
- 6.6
- 7.1
- 7.2
- 7.4
- 7.5
- 7.6
- 8.1
- 8.2

ANNEX 3
Salary table
Salary table PLb as of 1 April 2016

Job scale	Minimum (€)	Maximum (€)
1	*Statutory minimum youth wage 18 years	1416
2	1256	1524
3	1437	1729
4	1512	1851
5	1718	1974
6	1862	2120
7	2027	2305
8	2276	2529
9	2457	2829
10	2671	3160
11	2929	3551
12	3233	4031
13	3531	4441

Salary table PLb as of 01 January 2017

Job scale	Minimum (€)	Maximum (€)
1	*Statutory minimum youth wage 18 years	1430
2	1269	1539
3	1452	1746
4	1527	1870
5	1735	1993
6	1881	2141
7	2047	2328
8	2298	2554
9	2482	2857
10	2698	3192
11	2958	3587
12	3265	4071
13	3566	4485

Salary table PLb as of 01 December 2017

Job scale	Minimum (€)	Maximum (€)
1	*Statutory minimum youth wage 18 years	1444
2	1282	1555
3	1466	1764
4	1542	1889
5	1753	2013

6	1900	2163
7	2067	2351
8	2321	2580
9	2507	2886
10	2725	3224
11	2988	3623
12	3298	4112
13	3602	4530

* Minimum youth wage for employees aged 18: the amount is annually adjusted to the minimum, as of 1 January and 1 July. The monthly statutory minimum youth wage for employees aged 18 amounts to:

1 January 2016: €693,70

1 July 2016: €699.45

1 January 2017: €706.00



**ANNEX 4
Job matrices**

Class	Management	Staff	Technology	Facilities	Administrative/ Economic	Information/Automation	Commercial market/customers
3				Facilities Employee			
4			Installation engineer / Fitting mate	Warehouse worker Archive Employee	Meter reader		
5			Service technician		Administrative Employee Accounts payable Employee Customer administration Employee		Call Center Agent
6		Employee Personnel administration	Mechanic (E) Maintenance engineer (E or W)				
7			Stations technician Production technician Maintenance technician W or E	Management assistant	Bookkeeping Employee	Helpdesk Employee (ICT)	Customer Service Employee (Call center)
8			Supervisor / Planning Engineer Installations (E) Measurement and Security Technician Public Transport Engineer Chief Maintenance Engineer W or E		Financial Accounts Employee (bookkeeper)		



9		PR and Communications Employee	Network Designer (E)				
10					Financial Reporting and Management information Employee	Applications Manager	Account Manager (medium-sized accounts)
11		HR Adviser QHSE & Safety Adviser	Shiftleader/Team Leader Production Dispatcher	Senior Buyer		Information analyst company systems	Marketing adviser
12	Maintenance & Breakdown Manager		Asset Manager Reliability Engineer			Project Manager ICT	Product Manager Trader Senior Account Manager
13	Chief Business Operations		Project leader Technology Business planner				

ANNEX 5 Job profiles

Sectie 1.01 lass	Sectie 1.02 Job Name	(a) Executive Tasks Sectie 1.03	Core tasks	Sectie 1.04 Indication education Level
3	Facilities Employee	Not applicable	Fulfills the role of facilities concierge on the designated locations; entailing: 1. the monitoring of facilities by means of a checklist and taking action if necessary, and 2. the performing of all occurring facilities activities (both planned and requested). Carries out preventive and corrective civil engineering maintenance. Documents performed activities. Supervises and inspects activities of third parties.	Pre-vocational secondary education
4	Installation engineer / Fitting mate	Not applicable	Assists Engineer E,G/W and technicians in implementing tasks. Performs excavation work. Performs simple survey and inspection activities.	Senior secondary vocational education level 1 BBL (Junior secondary technical school + AMLN)
4	Warehouse worker	Not applicable	Performs warehouse activities. Receiving, sorting, inspecting, storing, conditioning and issuing warehouse goods	Pre-vocational secondary education & business-oriented education
4	Archive Employee	Not applicable	Systematically archives documents, inspects documents for completeness and registers the documents in the archive register. Orders and regulates issue of office supplies. Provides documents for inspection and makes copies of digitally stored documents.	Senior secondary vocational education level 1 BBL (ECABO administration, archive) SOD1
4	Meter reader	Not applicable	Reads the meter, possibly with a handheld computer. Identifies irregularities. Informs and reports. Inspects the placement and operation of meters. Performs disconnections and connections in case of, for instance, removals and relocations. Performs inspections in case of vacancy. Exchanges information with customers.	Pre-vocational secondary education VILS VIAG

5	Service technician	Not applicable	Installs (secondary) connections E (LS), gas (LD), heat and water. Performs activities in the meter cupboard. Identifies leakages. Performs primary emergency maintenance service (main fuse, gas complaints, leaking main valves, exchanging meters).	Senior secondary vocational education level 2 BBL (Senior secondary vocational education level 1 plus function-oriented programmes)
5	Administrative Employee	Not applicable	Supports the administrative process. Enters data in the system. Guards the progress of the requests for an offer, etc. Holds the archive: types correspondence.	Senior secondary vocational education level 3 BBL
5	Employee Accounts Payable	Not applicable	Holds the accounts payable (registration, inspection, recording and making payable of invoices). Registers turnover tax for the benefit of TT tax returns.	Senior secondary vocational education level 3 with Practical Certificate in Bookkeeping
5	Employee Customer Administration	Not applicable	Processes the daily stream of transactions in various customer databases. Performs invoicing activities for energy supply and other claims.	Senior secondary vocational education level 2 BBL (administrative)
5	Call Center Agent (customer process)	Not applicable	Provides general information to customers about products and services, a.o. about supply, cancellation, relocation. Performs outgoing calls about service, after sales, etc. with the help of a script. Performs administrative activities.	Pre-vocational secondary education Senior secondary vocational education level 3 or ROC Training Call Center Employee
6	Personnel administration Employee	Not applicable	Holds the personnel administration and correspondence regarding entry into service, appointment, and dismissal. Processes mutations in personnel information system. Supports the personnel consultant administratively. Provides information to employees regarding application of company schemes.	Senior secondary vocational education level 3 BBL (Secretary with personnel administration elective course)
6	Mechanic (E)	Not applicable	Performs activities in the distribution network MS/LS for the benefit of installation, management and maintenance. Makes connections in the network. Sets up MS stations. Performs primary breakdown service. Informs customers about delivery interruptions. Provides instructions to contractor's employees.	Senior secondary vocational education level 3 BBL (1st mechanic MS installations) (LTS and VEV)

6	Maintenance engineer (E or W)	Not applicable	Performs maintenance activities and remedies failures in mechanical systems and components of energy conversion installations, in accordance with established standards of quality, safety and timeliness, in order to realize a maximum availability.	Senior secondary vocational education level 3 BBL (1st mechanic MS installations) (LTS and VEV)
7	Stations technician	Not applicable	Performs switching actions in HS and LS installation. Performs quality checks, sets up and tests equipment. Performs maintenance and construction work to primary, secondary and tertiary installations. Perform breakdown service.	Senior secondary vocational education level 4 BBL (technician MS installations)
7	Production technician	Not applicable	Contributes to an uninterrupted electricity production (under the responsibility of a Senior Production Technician) performing operating and inspection activities in the control station and on location (power house, turbine hall and other installations) including performance of primary maintenance activities.	Senior secondary vocational education AOT or Plants Engineer (Rewic)
7	Maintenance technician W or E	Not applicable	Prepares and performs maintenance activities. Remedies (complex) failures in EMRA systems and components of energy conversion installations, in accordance with established standards of quality, safety and timeliness, in order to realize a maximum availability of the energy conversion installations.	Senior secondary vocational education level 4
7	Management assistant	Not applicable	Provides secretarial support to manager and MT members. Handles received mail and ensures the handling hereof. Keeps the archive. Arranges internal and external meetings and makes arrangements.	Senior secondary vocational education level 4 BOL or School for senior general secondary education/pre-university education + Schoevers
7	Bookkeeping Employee	Not applicable	Performs accounting activities. Assists in drawing up reports. Guards the quality of the recording process. Performs administrative activities, such as settlements for work performed by third parties. Holds correspondence and maintains contacts with third parties, a.o. about damages.	Senior secondary vocational education or School for senior general secondary education + MBA Senior secondary vocational education level 4
7	Helpdesk Employee (ICT)	Not applicable	Provides primary support of PC end users. Identifies problem areas and makes proposals for the purpose of improvement.	Senior secondary vocational education level 4 BOL (Informatics)

7	Customer Service Employee (Call center)	Not applicable	Processes questions and complaints by telephone and deals with standard procedures where possible. Provides information and advice by telephone, about invoicing, reports, meter readings, payments and collection, products, rates, connections, energy savings, installations. Receives and analyses breakdown reports. Makes payment arrangements within the agreed frameworks. Conducts surveys by telephone.	Senior secondary vocational education level 4 BOL (technical and administrative) or School for senior general secondary education Specialized training with regard to Call center activities
8	Supervisor / Planning Engineer Installations (E)	Provides functional guidance to 1 – 5 employees Directs contractors	Sets out network plans for the realization of electro installations in detail and reserves materials. Leads the operation. Makes connections in the network. Performs calculations. Performs secondary breakdown service. Maintains contacts with customers, contractors and installers. Pays attention to the continuity of the energy provision.	Senior secondary vocational education level 4 BOL (MTS-E)
8	Measurement and Security technician	Not applicable	Manages security systems in 10 KV stations. Installs and manages compatible measuring systems. Analyses tension complaints.	Senior secondary vocational education level 4 BOL (electronics)
8	Public Transport Engineer	Not applicable	Responsible for projects, subsequent calculation and invoices of public transport projects in consultation with the principals and management unit. Responsible for project drawings. Maintains contacts with the principals. Holds correspondence.	Senior secondary vocational education level 4 BOL (MTS-E) Knowledge of public transport and illumination.
8	Chief Maintenance Engineer W or E	Is in charge of 1 - 5 employees. Directs contractors	Manages breakdown, maintenance, revision and modification activities and helps perform these. Performs logistics support activities as technical specialist.	Senior secondary vocational education level 4 (W or E) + course in the field of planning
8	Financial Accounts Employee (bookkeeper)	Not applicable	Guards integrity of the ledger and is responsible for payments. Draws up part of the annual accounts and performs internal audits. Performs subsequent calculations, analyses and sets standards.	Senior secondary vocational education level 4 BOL (MEAO)
9	PR and Communications Employee	Not applicable	Carries out project in the communications field. Develops documentation. Organizes promotion activities, for instance with product introduction.	Higher professional education (communication)

9	Network Designer E	Not applicable	Designs extensions and amendments of distribution networks, installations and connections (MS/LS). Draws up estimations and invoices for a.o. municipalities (reconstructions). Is responsible for part of the preparations and hands over the projects. Supports the coordinator and technical employees in the consultation with a.o. municipalities and property developers. Explains the plans, internally and externally.	Higher professional education level (MTS+)
10	Financial Reporting and Management information Employee	Not applicable	Carries out economic analyses and reports in this respect. Provides support in the drawing up of the business plan. Draws up monthly and quarterly reports.	Higher professional education (HEAO/SPD)
10	Applications Manager	Not applicable	Manages and maintains functional medium-sized applications and supports users hereof. Draws up the user manual. Carries out authorizations and administration. Provides assistance in the analysis of information requirements	Higher professional education level (business administration/informatics)
10	Account Manager (medium-sized accounts)	Provides functional supervision to several employees	Maintains the relations with allocated medium-sized accounts. Draws up account plans. Advises customers in respect of possible savings or products.	Higher professional education (technical/commercial)
11	HR Adviser	Provides functional supervision to administrative employees	Provides support and advice to the management in the operational performance of the personnel work. - recruitment and selection; - education and training - career policy; - rewards and job evaluation; - assessment. Advises the management in the analysis and changing of the policy. Provides information to managers and employees. Maintains contacts with institutions and agencies.	Higher professional education (APPB/Personnel work)
11	QHSE & Safety Adviser	Provides functional supervision in KAM projects (30-50% of the time)	Is responsible for development, implementation and realization of objectives in the field of KAM. Provides advice in this respect. Is responsible for coordination of KAM policy.	Higher professional education (HTO-E)
11	Shiftleader / Team Leader Production	Is in charge of 1 - 10 employees.	Manages one production team per generation unit, aimed at the realization of an optimal process yield whereby the safety and environmental provisions and/or operational standards are met.	Higher professional education AOT
11	Dispatcher	Not applicable	Sets the production units intraday and day ahead in an economically optimal manner, while taking into account the preconditions. Responds to possibilities (intraday) occurring during the entire day on the electricity and imbalance market. Same with interruptions and in the very short term. Drawing up E, T, and RRV programmes.	Higher professional education / university level
11	Senior Buyer	Not applicable	Carries out market research for the benefit of the purchase of strategic goods and services. Makes a choice from various invoices and concludes contracts or framework contracts with suppliers. Enters into negotiations with suppliers about products and prices.	Higher professional education (Commercial Economics)
11	Information analyst company systems	Not applicable	Analyses larger system's information requirements. Coordinates, manages or takes part in project groups. Identifies and lists user wishes. Offers implementation trainings.	Higher professional education (Informatics)

11	Marketing adviser	Not applicable	Supports Product Management and Sales Departments in approaching the market, or markets. Investigates into external market developments in various segments of the market. Draws up databases, makes analyses, supports the drawing up of marketing plans. Contributes to marketing strategy and policy.	Higher professional education (Commercial Economics + NIMA C)
12	Maintenance & Breakdown Manager	Is in charge of 50 employees on average.	Is responsible for the optimal and uninterrupted business operations of the distribution networks. Is responsible for the breakdown service crew and planning. Draws up long-term maintenance schedules and analyses the results of the maintenance. Enters into consultations with municipalities, contractors, suppliers and customers.	Higher professional education (HTS-E) HGT Modules
12	Asset Manager	Not applicable	Manages and optimizes part of the installations, while focusing on meeting safety, environmental and other legal requirements, and on optimization of the dependability of the installations and their maintenance costs.	Higher professional education level in engineering + business administration or business economics
12	Reliability Engineer	Not applicable	Realizes an optimal deployment of the generation unit in terms of safety, efficiency and availability by developing, implementing and improving/updating installation management concepts, consultancy and direct support of coordination of projects in the field.	HBO technology
12	Project Manager ICT	Manages project teams as a project manager (long-term projects)	Realizes considerable projects in the field of ICT by structuring, organizing and managing and evaluating. Implements new ICT developments and applications in the company processes.	Higher professional education or University level (informatics)
12	Product Manager	Manages complete product-life cycles as a product manager.	Contributes to the development of the product portfolio. Develops new products. Initiates the marketing of products. Manages projects with a focus on successful market development. Takes care of market introductions.	Higher professional education or University level (business studies)
12	Trader	Not applicable	Trades and arbitrates on the electricity markets that are decisive for the portfolio. Carries out assignments on the long term electricity market (equal to or longer than one day) in order to increase the value of the Assets, make hedging profits and to increase the liquidity of the market.	University level
12	Senior Account Manager	Manages several account managers in a market segment on an operational and a functional level	Manages large accounts. Consults and concludes contracts. Negotiates with free customers. Draws up account plans. Makes agreements with network companies. Participates in projects for new products.	Higher professional education (commercial technical) or Academic professional and intellectual capacity
13	Chief Business Operations	Manages team leaders and product engineers during the day shift	Takes care of the performance and surveillance of the production process and malfunction maintenance in conformity with the production planning, environment and security requirements and the requirements with regard to the performance of production resources in order to optimally realize the production of electric and thermal energy. Manages the starting and ending of production resources and warrants the quality.	Higher Professional Education in the field of technology or University level
13	Project leader Technology	Manages project teams as a project manager (long-term projects)	Translates policy choices in concrete project plans, sets up budgets and durations. Manages the realization of the considerable and special company-wide change projects.	Higher Professional Education and University level professional and intellectual capacity (technical business studies)



13	Business planner	Not applicable	Draws up policy proposals for the long-term planning of the company. Formulates proposals for improvements of the (main)processes within the company to increase the efficiency. Anticipates market developments by carrying out market analyses and high-quality studies.	University level
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ANNEX 6

Calculation of Shift Work Allowance

Allowance

1. If you are assigned to shift work, you will receive a monetary allowance, or compensatory time. The compensatory time is scheduled in the roster. The employee will receive the monetary allowance as a supplement to his salary according to the salary scale.
2. The compensatory time and the monetary allowance is determined on the basis of the inconvenience of the roster, expressed in points per hour and calculated over 52 weeks a year of working time.
3. The number of points per hour is determined by adding up the annual working hours in the shift work roster on Monday to Friday outside the standard working hours of 07.00 hours to 18.00 hours, using the percentages added of the monetary overtime allowance, as referred to in article 3.3, for the following hours:
 - Monday to Friday from 00.00 to 07.00 and from 18.00 to 24.00:
all hours 0.5 points per hour;
 - Saturday from 00.00 to 24.00 hours:
all hours 1.0 points per hour;
 - Sunday from 00.00 to 24.00 hours:
all hours 1.0 point per hour;
4. For hours scheduled in the roster on public holidays the roster inconvenience is set at 1.0 point per hour, minus the points already granted in the preceding article.
5. For continuous shift work the total number of points per hour per year corresponding to the calculation in paragraphs 3 and 4 is multiplied by a factor of 0.9574.
For non-continuous shift work this factor is 0.8050. The result of this multiplication is divided by the number of shifts.
6. The above allowances qualify as full compensation for all the aspects relating to the shift work or continuous shift work, including handover of duties.

Compensatory time

1. The compensatory time is the difference between the annual working time scheduled and the working hours referred to in Article 3.1, whereby the 1-hour compensatory time is equal to 1 point per hour.
2. The compensatory time will be scheduled or accordingly designated by your employer in the roster.

Monetary allowance

The monetary allowance is determined by dividing the difference between the number of points per hour, calculated above in accordance with the first article, and the compensatory time granted in the second article into the normal average working hours as provided in article 3.1.

Allowance for public holidays

1. This article applies to public holidays and does not apply to the employee assigned to shiftwork, if and insofar as the allowance referred to in this article is factored into the monetary allowance and compensatory time.
2. For every other public holiday the employee receives an allowance within the meaning of article 3.5, for every hour that he works according to the roster.
If the employee is not carrying out any actual work due to occupational disability, the allowance mentioned in the previous clause is not awarded.

Calculation of shift allowance

For the continuous five-shift work the points per hours are:

- Monday through Friday 13 hours * 0.5 point per day = $6.5 * 5 \text{ days} = 32.5 \text{ points}$;
 - plus 24 hours * 1.0 point on Saturdays = 24,0 points;
 - plus 24 hours * 1.0 point on Sundays = 24,0 points;
- Total per week 80.5 points;

Per year over a period of 52 weeks: $52 * 80.5 \text{ point} = 4.186 \text{ points}$. Plus 105 extra points for the public holidays occurring in the roster = a total of 4,291 points.

Allowance



After being multiplied by factor: 0.9574, the total value of this roster is 4108.2 points. This is an average of $(4,108.2 : 5 = 821.6$ points per shift. This is the total allowance per shift, which is split into compensatory time and in a monetary allowance.

Compensatory time

The compensatory time is the difference between a 38-hour working week and the actual working time per week.

The compensatory time in the continuous five-shift work on the basis of 52 weeks is: $52 * (38 - 33,6) = 52 * 4,4$ hours = 228,8 hours

Monetary allowance

The monetary allowance is calculated by deducting the compensatory time from the total number of points per shift and dividing the result thereof by the number of annual standard hours:

Therefore: $(821.6 - 228.8 =) 592.8$ points divided by $(52 * 38 =) 1,976$ hours.

For a working time of 33.6 hours in continuous five-shift work this represents an allowance of $(592.8 : 1,976 = 30$.

ANNEX 7

Sources Benefit Budget

The article references included in this Annex are references to the article of the last CLA this article was in.

The dated provisions are omitted and the relevant amounts have been adjusted to the current CLA agreements.

Article 4.8 (CLA Energy 2010-2011)

Contribution under the life-course savings scheme

The employee who was born after 1949 and the employee who was born before 1950, but who have not been in the continuous employment of an employer as of 1 April 1997, is entitled to an employer's contribution in the life-course savings scheme amounting to 1.8% of the salary. The employer's contribution is not pensionable.

The contribution under the life-course savings scheme is made available monthly in the Benefit Budget (article 5.1).

Article 4.9 (CLA Energy 2010-2011)

Holiday allowance

1. The employee is entitled to a holiday allowance for each period in which he is entitled to a salary.
2. The holiday allowance per calendar month is 8% of the employee's salary entitlement in that month (excluding holiday allowance), provided that the employee aged 21 or older in the applicable month is paid an amount that is at least equal to 8%:
€2.188 (salary level 1-4-2016),
€2.210 (salary level 1-1-2017),
€2.232 (salary level 1-12-2017),
which amount is reduced proportionally for part-time work.
3. The year over which the holiday allowance is calculated runs from 1 June through 31 May. The holiday allowance is paid annually in May.
4. If the employment contract is terminated during the course of the year, the holiday allowance paid out at that moment for the period between the end of the previous period for which the holiday allowance was paid out and the date of dismissal.

The holiday allowance is made available monthly in the Benefit Budget (article 5.1).

Article 9.1 (CLA Energy 2010-2011)

Duration of the holiday leave over and above the statutory minimum

On the basis of the situation on 1 January in the relevant calendar year, the duration of the holiday leave over and above the statutory minimum in case of a full-time employment contract is set annually at:

- 40 hours of leave over and above the statutory minimum; plus
- 16 hours of extra leave over and above the statutory minimum for employees exceeding the overtime threshold (see article 6.6 of the CLA Energy 2010-2011).

The monetary value of the holiday leave over and above the statutory minimum is made available monthly in the Benefit Budget (article 5.1).

Article 9.2 (CLA Energy 2010-2011)

Increase of the holiday leave

In the event of a full-time employment contract, the employee is furthermore entitled to extra hours leave on an annual basis as shown below. The age reached by the employee during the calendar year is decisive in that respect.

Age extra hours of leave

40 to 49 years of age: 8

50 to 54 years of age: 16



55 to 59 years of age:	24
60 years of age and older	32

The monetary value of the increase of the holiday leave is made available monthly in the Benefit Budget (article 5.1).

Please note: the transitional schemes for age-related leave are included in annex 9 to this CLA.

The monetary value of the transitional schemes for age-related leave is made available monthly in the Benefit Budget (article 5.1).

Article 11.1 (CLA Energy 2010-2011)

Entitlements targeted leave

The employee is entitled to 8 hours of targeted leave per year.

The monetary value of these 8 hours of basic targeted leave is made available each month in the Benefit Budget (article 5.1) **ANNEX 8.**

Life partnership declaration

1. The undersigned
 - name :
 - First names :
 - date of birth :
 - address :
 - Place of residence :

hereby declares

- a. the co-signatory, with whom he/she cohabits with effect from at the above-mentioned address, is the person, with whom he/she - with the intention of living together - runs a joint household;
- b. that he/she will inform the employer as soon as possible of the termination of the joint household with the co-signatory.

2. Co-signatory
 - name :
 - First name :
 - date of birth :

confirms that the undersigned, with whom he/she cohabits with effect from on the above-mentioned address, is his/her life partner.

- Date :
- The undersigned:
(signature)
- Co-signatory :
- (signature)

Note: only one person can be regarded as a life partner at the same time.

ANNEX 9

Transitional and guarantee schemes

The article references included in this Annex are references to the article of the last CLA this article was in.

Guarantee under shift work system

Production

The (old) percentage allowance within the meaning of chapter 5A of the Sector CLA Production 2001-2003 is guaranteed for existing shift work for the employee who was in employment on 1 January 2002 and to whom the CLA for the Production Sector applied. The increase of € 22.69; the minimum qualifying wage of € 1,905.88 and the two extra days per year (part II of the Collective Labour Agreement Energy and Utility Companies, Article 37 paragraphs 4 and 5; article 38 paragraph 1) are to be taken into account in this respect.

Distribution

The (old) percentage allowance within the meaning of chapter 7 of the Sector CLA Distribution 2005-2007 is guaranteed for the employee who was in employment and carrying out shift work on 31 May 2007 and to whom the CLA for the Distribution Sector applied with respect to the roster in which he was scheduled on 31 May 2007.

Transitional scheme, shorter working hours for older employees and PAS scheme

1. The employee who was in employment on 31 March 2007 and who was aged 55 or older on 1 April 2007 may make use or continue making use of the PAS scheme and/or reduction in working hours for older employees. However, they can opt only once for the new scheme. Additionally, a working hours and leave plan is drawn up with these employees.
2. The employee who was aged 53 or 54 on 1 April 2007 may from the age of 57 make use of the transitional scheme, which will remain in force for their remaining years of service according to the individual reduction phase-out level:
 - aged 53: 170 hours a year
 - aged 54: 210 hours a year

This transitional scheme replaces the targeted leave to be granted in accordance with chapter 11 of the CLA Energy 2010-2011.

Shorter working hours for older employees

This Article is in force until 1 April 2007.

1.
 - a. With effect from his 57th birthday every employee is entitled to shorter working hours, in accordance with the provisions below.
 - b. Agreements about the way in which shorter working hours referred to in paragraph 2 are granted
 - may be made by each individual company for employees who carry out in continuous shift work.
2. Shorter working hours as referred to in paragraph 1 under a. mean reducing the full daily working hours by one hour for employees aged 57 to 62 and one and a half hours for employees aged 63 and older.

At the employee's request it is permitted, instead of the above-mentioned daily reduction in working hours and provided the work schedule allows, to reduce the working hours by two days a month plus two days a quarter for employees aged 57 to 62 and by three days per month plus three days per quarter for employees aged 63 and older. This will be applied to the part-time employee subject to the provisions of Article 5.6 of the CLA Energy 2010-2011.

3. During any period in which shorter hours are worked on medical grounds, the entitlement to shorter working hours as referred to in paragraph 2 lapses.
4. If the employee to whom the provisions of paragraph 2 apply does not exercise his entitlement, it lapses until the day he informs the employer in writing that he wishes henceforth to exercise his entitlement.
5. An entitlement to shorter working hours may not be replaced by a cash payment.

PAS-scheme

This Article is in force until 1 April 2007.

Employees aged 55 and older are offered the opportunity on a voluntary basis to make use of the Partiele Arbeidsparticipatie Senioren (PAS) scheme.

The scheme is as follows:

1. Employees aged 55 and 56 may work half a day less per week whilst retaining 97.5% of their salary but surrendering 13 ADV days and 1/10th of the holiday leave* provided for in Article 9.1 of the CLA Energy 2010-2011;
2. Employees aged 57 and 58 may work one day less per week whilst retaining 95% of their salary but surrendering 13 ADV days and 1/5th of the holiday leave* provided for in Article 9.1 of this CLA and half an hour shorter working hours (scheme for shorter working hours for older employees);
3. Employees aged 59 and older may work two days less per week whilst retaining 90% of their salary but surrendering 13 ADV days and 2/5th of the holiday leave* provided for in Article 9.1 of this CLA and one hour shorter working hours (scheme for shorter working hours for older employees).

The remaining half an hour shorter working hours per day as provided for in paragraphs 2 and 3 is converted into 16 days leave per year. Paragraphs 3, 4 and 5 of this scheme for shorter working hours for older employees continue to apply to these 16 days.

** Before the introduction of the Benefit Budget statutory and non-statutory holiday leave were referred to in Article 9.1 of the CLA Energy 2010-2011. Since the introduction of the Benefit Budget the part over and above the statutory minimum is included in the Benefit Budget and the relevant text in Article 9.1 has been moved to the annex "Sources Benefit Budget (the current annex 7). When making use of the PAS scheme the employee must use, in addition to the part of the statutory holiday leave mentioned, a part of the Benefit Budget that corresponds to the old holiday leave over and above the statutory minimum.*

The following guidelines apply to the implementation of the PAS scheme:

- in the PAS scheme 'salary' is taken to mean the salary as referred to in Article 4.4 paragraphs 2 of the CLA Energy 2010-2011 with the exception of the provisions under sub b, c and d. The salary reduction affects the holiday allowance referred to in Article 4.9 of the CLA Energy 2010-2011;
- expense payments that have a direct relation to the number of working days are adjusted pro rata;
- reducing the salary has no effect on the official income.
Pension and VUT (early retirement scheme) contributions are calculated (and remitted) using the official income on the basis of the unreduced salary (100%). The recovery of these contributions is calculated using the official income on the basis of the unreduced salary.

Transitional arrangement Age-Related Leave (CLA Energy 2010-2011)**Distribution**

Employees who were in the employer's employment on 31 March 2001 and who reached the age of 50 in 2001, are entitled to an increase of 40 hours basic leave and also retain the entitlement to an increase of 48 hours basic leave when they reach the age of 55, according to the old scheme.

The employees who were in the employer's employment on 31 March 2001 and who reached the age of 55 in 2001 retain the age-related entitlement to an increase of 48 hours basic leave.

Employees who were in the employer's employment on 31 March 2001 and who did not reach the age of 50 in 2001 retain the age-related entitlement to an increase in basic leave of the number of days (hours) to which they were entitled on 31 March 2001:

- Aged between 30 and 34 in 2001: 1 day (8 hours);
- Aged between 35 and 39 in 2001: 2 days (16 hours);
- Aged between 40 and 44 in 2001: 3 days (24 hours);
- Aged between 45 and 49 in 2001: 4 days (32 hours);

There is no further accrual under the old scheme; only when the employee becomes entitled to more hours leave than those to which he was entitled in 2001 in accordance with Article 9.2 of the CLA Energy 2010-2011 is the leave entitlement increased in accordance with the new scheme.

Production

1. Employees to whom the CLA for the Production Sector applied on 31 December 2007 and who reached the age of 50 in 2007 are entitled to an increase in the statutory leave of 40 hours leave over and above the statutory minimum and also retain the future entitlement to an increase in the statutory leave by 48 hours leave over and above the statutory minimum when they reach the age of 55, according to the old scheme.
2. The employees to whom the CLA for the Production Sector applied on 31 December 2007 and who reached the age of 55 in 2007 retain the age-related entitlement to an increase in the statutory leave by 48 hours leave over and above the statutory minimum.
3. Employees to whom the CLA for the Production Sector applied on 31 December 2007 and who did not reach the age of 50 in 2007 retain the future age-related entitlement to an increase in the statutory leave by the number of days (hours) of leave over and above the statutory minimum to which they were entitled on 31 December 2007:
 - Aged between 30 and 34 in 2007: 1 day (8 hours);
 - Aged between 35 and 39 in 2007: 2 days (16 hours);
 - Aged between 40 and 44 in 2007: 3 days (24 hours);
 - Aged between 45 and 49 in 2007: 4 days (32 hours);
4. There is no further accrual under the old scheme. Only when the employee becomes entitled to more hours leave than those to which he was entitled in 2007 in accordance with Article 9.2 of the CLA Energy 2010-2011 is the leave entitlement increased in accordance with the new scheme.
5. For the categories of employees referred to, this transitional scheme replaces Article 9.2 of the CLA Energy 2010-2011.



ANNEX 10

Addresses

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6800 DL Arnhem
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Website www.WENB.nl

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2700 KT Zoetermeer

CNV Publieke Diensten
P.O. Box 84500
2508 AM The Hague

VMHP-N
P.O. Box 91460
2509 EB The Hague

Bedrijfscommissie Markt I
Secretariat
AWVN
P.O. Box 90405
2509 LK The Hague
Telephone 070 – 3499 561



The undersigned

the **Employers' Association WENB**

Amsterdam

FNV

with its registered office in

CNV Publieke Diensten, part
of CNV Connectief
with its registered office in Utrecht

the **VMHP-N**
with its registered office in Arnhem

each as party of the other part

HEREBY DECLARE

That they have entered into the accompanying Collective Labour Agreement CAO PLb, duration 1 May 2015 to 30 April 2016.

Thus agreed in Arnhem, dated 9 June 2016

Employers' Association WENB

FNV

.....

.....

A.A.E. Diels
Sectorhead PLb

R. Cornelisse

CNV Publieke Diensten, part of CNV Connectief

.....

B. Hoogendam

VMHP-N

.....

O. Hoole