



WENB **FNV**
Publiek Belang



CLA Energy production and supply companies (hereinafter: CLA PLb) 2018 – 2020

The undersigned Employees' association WENB, with its registered office in Arnhem, party of the first part and

FNV Publiek Belang, with its registered office in Utrecht
CNV Publieke Diensten, part of CNV Connectief, with its registered office in Utrecht
each as party of the other part

DECLARE

to have entered into the following CLA PLb.

Term 01 May 2018 through 30 September 2020

Any rights derived from earlier collective labour agreements (CLAs) lapse on the coming into effect of this collective labour agreement. The provisions of this collective labour agreement apply instead. Insofar as this collective labour agreement gives fewer rights, this collective labour agreement prevails over the previous collective labour agreement(s). Individual rights not arising from a previous collective labour agreement remain in effect.

Thus agreed on 31 October 2018



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Table of Contents

1. 1. ABOUT THIS CLA	1
1.1 Definitions	1
1.2 Parties to the CLA	2
1.3 Term	2
1.4 Scope of application	2
1.5 Structure	2
1.6 Performance-based contract	3
1.7 Interim amendments based on amended laws and/or regulations	3
1.8 CLA interpretation dispute	3
2. WORK	4
2.1 Employment contract	4
2.1.A Flexible jobs	4
2.2 Work location	4
2.3 Other activities	5
2.4 Time-independent work	5
2.5 Facilitating another workplace	5
2.6 Secondment	5
2.7 Rules of Conduct	5
3. WORK AND TIME	7
3.1 Working hours	7
3.2 Standard Working Hours	7
3.3 Overtime	7
3.4 Working outside the standard working hours	8
3.5 Shifted Working Hours	9
3.6 Standby duty and maintenance service	9
3.7 Working in variable schedules, customer service environment or shops	9
3.8. Shift work	11
3.8.A Shift work flexibilization pilot	13
3.9 Mobility and working hours	14
4. WORK AND LEAVE	15
4.1 Holiday Leave	15
4.2 Public holidays	15
4.3 Purpose-related leave, work plan and leave plan, part-time scheme for older workers (DTO)	15
WORK AND MONEY	16
5.1. Salary scheme	16
5.1.A Study arrangement job evaluation and performance-based contracts	16
5.2 Salary scales	16
5.3 Study period	16



5.4 Salary increase	16
5.5 Year-end bonus	16
5.6 Replacement allowance	16
5.7 Relocation expenses	17
5.8 Pension Benefit	17
5.9 Anniversary bonus and proportional anniversary bonus	17
6. WORK AND CHOICES	18
6.1 Benefit Budget	18
6.1.A Study Arrangement Benefit Budget	20
6.2 Collective health insurance	21
6.3 Collective invalidity insurance	21
7. WORK AND SUSTAINABLE EMPLOYABILITY	22
7.1 Sustainable employability	22
7.2 Career policy	24
7.3 Personal Development Budget	24
7.4 Study costs	24
7.5 Vitality savings scheme	24
7.6 Contributions to the T&D fund	26
8. WORK AND CARE	27
8.1. Parental leave	27
8.2 Exceptional leave	27
8.3 Medical Examinations	28
9. WORK AND SECURITY	29
9.1 Illness and occupational disability	29
9.2 A Repair accrual and duration of unemployment benefit	32
9.2 B Supplement to unemployment benefit in case of unemployment following reorganisation	32
9.3 Death Benefit	34
9.4 Liability insurance	34
9.5 Job level adjustment (demotion)	34
9.6 Pension	34
10. WORK AND TRADE UNIONS	35
10.1 Contribution to the trade unions	35
10.2 Leave for trade union activities	35
10.3 Reorganization	35
ANNEX 1 SALARY TABLE	37
ANNEX 2 JOB MATRICES	39
ANNEX 3 JOB PROFILES	41
ANNEX 4 CALCULATION OF SHIFT WORK ALLOWANCE	47
ANNEX 5 SOURCE BENEFIT BUDGET	48
ANNEX 6 TRANSITIONAL AND GUARANTEE SCHEMES	50
ANNEX 7 SCHEMES LAPSED EFFECTIVE 1 JANUARY 2019	53



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Purpose-related leave, working hours and leave plan, part-time older people (DTOs).....	53
Anniversary bonus and proportional anniversary bonus	54



1. 1. ABOUT THIS CLA

1.1 Definitions

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.
Spouse / Partner	Under this CLA, a spouse is equated with a life partner 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. - -
Partner (ABP)	The partner within the meaning of article 7.1 of the Pension Scheme Rules of Stichting Pensioenfonds ABP.
Actual annual salary	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).
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.
Schedule	Schematic overview of the agreed-upon working hours of the employee.
Salary	The scale salary (possibly multiplied by the part-time percentage), plus: any fixed personal allowance(s) per month; a. b. 8% (the former holiday allowance per month referred to in annex 5); 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 article 3.8.2).
Hourly salary	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 scale salaries. 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 gross amount and a maximum gross amount per month.
Salary according to the salary scale	The amount per month you receive based on your classification in the salary scheme.
Sector Salary Table	The table with the salary scales as included in annex 1 to the CLA PLb.
Fixed personal allowance	A fixed monthly allowance to the scale salary. This can be expressed as an amount or as a percentage of that scale salary. A fixed personal allowance is granted for an indefinite period of time only if: a. as a guarantee because you are classified in a lower-rated position; b. if you are special requirements are imposed on you. All allowance to the scale salary granted for any other reason, are not regarded as a fixed personal allowance.

1.2 Parties to the CLA

This CLA was entered into by the trade unions FNV Publiek Belang, CNV Publieke Diensten, part of CNV Connectief, and the employees' association WENB. A list of companies affiliated to the WENB can be found on the WENB website.

1.3 Term

This CLA is valid for a period of 29 months: from 01 May 2018 until 30 September 2020.

1.4 Scope of application

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

1.5 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 with the word "you".
2. Employee: "you", the person who has an employment contract with the employer and who is subject to this CLA. This CLA does not apply to the following persons:
 - 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.



3. 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.
4. The Production and Supply sector is undergoing strong development. The character of the CLA matches this. This CLA is a bare-bones CLA. This means that companies have room to develop company-specific schemes. Company-level schemes may never be less than what is agreed in this CLA. If companies make arrangements with trade unions in addition to this CLA, these arrangements will be recorded in a company CLA. The companies and trade unions registered with the WENB will, in the course of 2019, discuss whether the changes in the sector CLA PLb affect the company CLA and will, if necessary, engage in talks on this matter.

1.6 Performance-based contract

1. A performance-based contract can be concluded with certain employees, covered by the definition of employee within the meaning of article 1.5 paragraph 2. A performance-based contract can include agreements that deviate from this CLA and the company CLA.
2. A performance-based contract can be concluded with
 - a. employees with a scale salary exceeding €4643 gross per month (reference date 1 October 2018),
 - b. employees with a scale salary below the salary referred to under a. with a commercial or specialist (staff) position). This must be agreed upon with the trade unions at a company level.
3. Employees with a performance-based contract are subject to at least the following CLA articles:
 - chapter 1
 - chapter 2
 - article 6.1
 - article 7.3
 - article 8.3
 - articles 9.1 and 9.2, 9.4 to 9.6
 - chapter 10.1 and 10.2

The other employment conditions from the CLA can be replaced by specific individual or collective arrangements at a company level.

1.7 Interim amendments based on amended laws and/or regulations

The parties agree that the CLA can be amended before the end of its term with the consent of all CLA parties if new laws and/or regulations that influence the provisions of this CLA enter into effect during the term of the CLA. In that case, the parties will discuss amendments to those CLA provisions.

1.8 CLA interpretation dispute

The interpretation of the CLA lies with the CLA parties. If a dispute arises on the application of this CLA, not being an individual employee-employer dispute, the CLA parties will enter into discussions to resolve the dispute.



2. WORK

2.1 Employment contract

2.1.1 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. Any 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.
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.

2.1.2 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 end once you reach the state pension age. You can also end your employment contract before that time subject to the rules of the ABP Multi-Option Pension.

2.1.A Flexible jobs

The CLA parties concur that structural work must, in principle, be carried out on a structural basis as much as possible. If the ratio between fixed and flexible contracts on a company level gives reason to do so, the employer and trade unions will engage in talks on the matter. The reasons for hiring will also be discussed during these talks. Trade unions, the works council and the employer have a joint responsibility in this respect.

2.2 Work location

You will carry out your work where necessary. Your work location is stated in your employment contract. In some cases, your work location is at your home.

Your employer may require you to live in or near your work location if necessary for a proper



performance of your duties. If this obligation to live in or near your work location is necessary for your work, this obligation will be agreed in writing in your individual employment contract.

2.3 Other activities

Your employer can temporarily give you a different position or assign you to other activities than your usual position or activities. However, such instructions must be reasonable and necessary for the company's interest.

2.4 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.

2.5 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.

2.6 Secondment

Your employer can second you to another company. Your employment conditions will remain applicable during this secondment. The company to which you are seconded will determine your place of work and working hours. If your schedule changes as a result of the secondment, the secondment is considered a temporary transfer to a different schedule. To take (special) leave, to report sick, safety etc you should comply with the arrangements of the other company.

2.7 Rules of Conduct

2.7.1 General

1. Without the permission of your employer you cannot request or accept any fees, remunerations, gifts or promises from other parties in relation to your work. You are not allowed to accept bribes.
2. You are not allowed to cooperate in a work your employer has invited tenders for or in the supply of goods or provision of services for your employer.
3. You are not allowed to use materials of your employer for yourself or others.
4. You are not allowed to have services carried out for you by colleagues or by others who work for your employer during working hours.
5. When your employer has a strong suspicion that you or other employees committed a crime, you must allow your clothes, baggage and vehicle to be inspected.
6. You are entitled to inform your employer of your interests, optionally with assistance or through representation. This also applies for situations other than those mentioned in article 2.7.4 or article 2.7.5.
7. Your employer will only have temporary workers work in his company when necessary.

2.7.2 Confidentiality

1. During and after the termination of your employment contract, you are not allowed to pass on any confidential information, being information which you could understand to be confidential.
2. Your employer likewise will not share with third parties any information about you of which your employer knows that it should remain confidential.

2.7.3 Ancillary activities

If you want to do other work in addition to your work with employer, you must report this to your employer. Your employer can refuse permission or attach conditions to this, for example when it is expected or becomes apparent that the ancillary activities have a negative effect on the performance of your work or compete with the business of your employer or harm the interests of your employer.



Your employer will inform you hereof in writing and in a substantiated manner. You yourself must ensure that you do not exceed the standards of the Working Hours Act when performing the ancillary activities.

2.7.4 Disciplinary measures

1. When you do not or do not properly comply with your obligations towards your employer, or if you do not behave in the way a proper employee should behave, your employer can impose one of the following disciplinary measures on you:
 - a. a written warning;
 - b. skipping a periodical salary increase for two successive calendar years at most;
 - c. demotion to a lower function for a period of two years at most or 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.
2. Measures b. through e. can also be imposed conditionally for a period of at most three years.
3. Before your employer imposes a disciplinary sanction on you, you will be given the opportunity to give an oral or written account. Your employer will make a written report of the oral account within five working days. You must sign the report after receipt. If you refuse to do so, this will be stated in the report, if possible with the reason(s) for this.
4. You may inspect the documents relating to the incident on request. If these documents are confidential, the employer does not need to show these when this can in all reasonableness not be requested from him.
5. Disciplinary measures are imposed in writing and with substantiation.
6. The above also applies if a conditionally imposed measure must still be carried out.
7. 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.

2.7.5 Suspension other than as a disciplinary measure

1. Your employer may suspend you from carrying out work for reasons other than as a disciplinary measure:
 - 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.
2. Before your employer suspends you, you will be given the opportunity to give an explanation. Your employer will make a written report of this hearing within three working days. This report will be sent to you or your authorised representative.
3. 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. A suspension lasts no longer than one month. Said period can be renewed with one month at most.
4. When you are suspended, your rights from the employment contract are in principle upheld.
5. If you are suspended because you are prosecuted for a crime, your employer can withhold at most one third of your salary (according to the salary scale plus fixed personal allowance). Said deduction will be paid to you later on, if you have not been sentenced after the prosecution.
6. 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

If you have a full employment contract, your working hours are an average of 38 hours per week on an annual basis. Your employment contract states your average working hours per week. The working hours are regulated:

- in article 3.1.1 for the employee not working in variable schedules, customer service environments, shops or shifts;
- in article 3.7.1 for the employee working in variable schedules, customer service environments or shops;
- in article 3.8.1 for the employee working in shifts.
- the specific target group is specified in each of the other articles.

The business operations, work offer and standards from the Working Hours Act, among other things, are considered when determining the working hours and rest periods.

3.1 Working hours

3.1.1 If you have a full employment contract, your working hours are an average of 38 hours per week. The average of 38 hours is calculated over a period of one calendar year.

You yourself must ensure that on an average of one year, you work the number of hours per week agreed upon. You must in any event work your average working hours each year.

In case you actually work 40 hours per week, the average of 38 hours can be achieved by accrual of hours or by timetabling a reduction in working hours.

Target group

This rule applies to all employees who do **not** work in variable schedules, customer service environments, shops or shifts.

3.1.2 Part-time

You can agree to lower average working hours with your supervisor. 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.

Target group

This rule applies to all employees.

3.2 Standard Working Hours

The standard working days are Mondays through Fridays. The standard working hours are between 07:00 and 21:00 hours. Outside these hours and on Saturdays, Sundays and public holidays, work is only carried out if necessary in the company's interest.

Target Group

This rule applies to all employees with the exception of the employees working in shifts.

3.3 Overtime

3.3.1 If your employer orders you to work extra relative to your schedule, it will be considered overtime if the extra work is more than half an hour. Your supervisor may explicitly order you to work overtime even if you have a variable schedule. Your employer will discuss this with you in time beforehand. The overtime allowance consists of a compensation in time for the duration of the overtime and an allowance in money.

If the overtime does not link up with your normal schedule, so in case of extra attendance, the travel time also counts as overtime.

Target group

The overtime compensation applies to all employees with a scale salary under €2725 gross, performing work exceeding the agreed average weekly working hours at the instruction of the



employer.

A higher scale salary may be agreed as a limit for the overtime compensation in the company CLA.

3.3.2 If overtime links up with your normal working hours, it can prevent the Working Hours Act from prescribing a rest break. This rest break is considered overtime. By contrast, at least half an hour of any regular rest break (such as the lunch break) will always be for your account.

3.3.3 Equivalent time off

The overtime worked is compensated by scheduling equivalent time off in consultation with your supervisor. The equivalent time off must be taken within the calendar year. 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.

3.3.4 Payment of overtime hours

You can also ask your supervisor to pay the overtime hours. Your supervisor may refuse your request for economic and/or operational reasons. It is possible that the compensation in time must be scheduled given the Working Hours Act. In that case, the request for payment will be refused. If compensation hours are paid to you, you receive payment of your hourly salary for each hour worked.

3.3.5 Overtime allowance in money

The overtime allowance is a percentage of your hourly salary:

Overtime allowance	Mondays through Fridays	Saturdays	Sundays	public holidays
	50%	100%	100%	100%

No holiday allowance is accrued on overtime to the extent that the salary plus overtime allowance amounts to more than 108% of the statutory minimum wage.

3.3.6 Part-time and overtime

If you are a part-timer and you work overtime outside of your own schedule, but within the standard working hours, you will receive an additional allowance of 25% on those hours. This allowance includes the holiday allowance and leave.

3.4 Working outside the standard working hours

When you work according to schedule at times other than the standard working hours mentioned in article 3.2, you will receive an additional allowance. This allowance is the compensation for the inconvenience of working outside the standard working hours.

Target group

This rule applies to all employees who work according to schedule at times other than the standard working hours, with the exception of employees in the customer service environment or shops (to whom article 3.7.3 applies) and employees working shifts (to whom article 3.8.2 applies) and employees with a salary exceeding the overtime threshold.

The allowance is a percentage of your hourly salary.

Inconvenience allowance	Mondays through Fridays	Saturdays	Sundays	public holidays
07:00-21:00 hours	-	100%	100%	100%
21:00-07:00 hours	50%	100%	100%	100%



3.5 Shifted Working Hours

If your supervisor asks you to work at times outside your established working hours, the hours that are not regarded as overtime and that do not correspond with your normal working hours or schedule are considered shifted working hours if the working hours shifted by more than half an hour. The allowance for the shifted hours is equal to the overtime allowance (article 3.3.5).

Target group

The shifted hours allowance applies to all employees with a scale salary under €2725 who perform activities outside the standard working hours at the instruction of the employer, with the exception of employees in the customer service environment and shops (to whom article 3.7.3 applies).

This scheme may be detailed further in working hours schemes. A higher scale salary may be agreed as a limit for the shifted hours compensation in the company CLA.

3.6 Standby duty and maintenance service

3.6.1 Your employer can order you to carry out standby duty and maintenance service. You must be available on call, for which you must be reachable. It is also possible that you must be reachable at home or at another location specified by your employer.

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

Target group

This rule applies to all employees who must be available on call by virtue of their position.

3.6.2 Level of compensation

When performing standby duty and maintenance service, you will receive a compensation of €112 gross for a full week (10% on weekdays, 20% on Saturdays and 30% on Sundays).

When you are actually called to work during standby duty or maintenance service, it will be considered overtime.

A higher standby duty and maintenance service compensation may be agreed in the company CLA.

3.6.3 End of standby duty and maintenance service

The employee will no longer be obliged to perform standby duty:

- a. if a focused Preventive Medical Examination (PME) shows a medical need to stop performing standby duty;
- b. if the standby duty and maintenance service is terminated as a result of reorganisation.

3.6.4 Compensation after permanently leaving the standby duty and maintenance service

- a. If the standby duty and maintenance service is terminated at the employer's initiative pursuant to article 3.6.4, the standby duty and maintenance service compensation will be phased out as follows:
 - if the employee has worked in standby duty and maintenance service for ten years or more, the allowance will be phased out by 25% per year
 - if the employee has worked in standby duty and maintenance service for less than ten years, the allowance will be phased out by 50% per year.
- b. The benefit is calculated on the basis of the average monetary compensation for the period of two years preceding the moment of termination of the standby duty and maintenance service or for a shorter period if the standby duty and maintenance service was performed for less than two years.
- c. The phase-out amount referred to in this article is not considered salary.

3.7 Working in variable schedules, customer service environment or shops

Companies will implement the annual hours standard methodology in 2019 in conformity with article 3.7.1. The commencement date can be 1 January 2019, 1 April 2019, 1 July 2019, 1 October 2019 or 1 January 2020. The methodology of the CLA PLb 2015-2018 will continue to apply until the new annual hours standard methodology has been implemented.



Target Group

This rule applies to all employees working in variable schedules, customer service environments or shops.

3.7.1 Working hours

If you have a full employment contract, your working hours are an average of 38 hours per week. The average of 38 hours is calculated over a period of one calendar year. The hours of overtime worked by you do not count towards the average number of hours agreed on with you per year. If you enter employment during a calendar year, the average of 38 hours per week will be calculated over the remaining period of that calendar year.

You will discuss with your supervisor per period of 13 weeks how many hours you have worked in that period in excess or short of the 494 hours required for that period. You will make arrangements on how you will compensate for any missing or excess hours worked in the next period of 13 weeks. You may also opt to have the excess hours worked paid out if you and your supervisor agree on this. The business operations will factor into this decision. You yourself must ensure that on an average of one year, you work the number of hours per week agreed upon. Any hours you were sick, holiday hours, leave hours and public holidays are counted only for the calculation of the (notional) normal hours worked.

Companies can choose to use a different length of period than 13 weeks, as long as the period is at least one month.

The allowances mentioned in article 3.7.3 will be paid out per period of at most 13 weeks.

The basic principle is that you will have worked on average 38 hours per week during this period by the end of the calendar year.

If by the end of the calendar year you have worked more than the average 38 hours per week over a period of one calendar year, these additional hours worked will be paid out at your applicable hourly salary plus an allowance of 25%.

If by the end of the calendar year you have worked less than the average 38 hours per week over a period of one year, the missing hours will be for the account of your employer.

If the employment contract is terminated during the calendar year, the hours worked in excess of the average of 38 hours per week over the period of that year up to the end of the employment contract will be paid out. If the hours worked over this period are less than the average 38 hours and the employment contract was terminated by you, the missing hours will be deducted from the final settlement at the end of employment.

'Min-max' employment contracts

The methodology of article 3.7.1 does not apply where companies have made internal arrangements with the works council on schedules based on 'min-max' employment contracts.

3.7.2 If you work in a customer service environment or shop, Saturdays also count as standard working days for you.

In a customer service environment, you will work at most 60 hours per calendar year on Saturdays between 08:00 and 17:00 hours without allowance. In a shop, this will be at most 96 hours per calendar year. You and your employer can agree that you will work more hours on Saturdays per calendar year. Each Saturday, you will work the number of hours proportionate to the number of hours stated in your employment contract. You will receive an allowance for any hours worked on Saturdays in excess of the 60 hours (customer service environment) or 96 hours (shop). This allowance is the compensation for the inconvenience.

If it is agreed with the works council that employees must work more than 60 hours per calendar year (customer service environment) or 96 hours per calendar year (shop) on Saturdays, the employees will be entitled to an allowance on the hours worked in excess of the agreed limits (article 3.7.3).

Target Group



This rule applies to all employees working in customer service environments or shops.

3.7.3 The following table applies to employees working in a customer service environment or shop:

Inconvenience allowance	Mondays through Fridays	Saturdays	Sundays	public holidays
07:00-08:00 hours	-	100%	100%	100%
08:00-17:00 hours	-	100%*	100%	100%
17:00-21:00 hours	-	100%	100%	100%
21:00-07:00 hours	50%	100%	100%	100%

* this applies only if and to the extent that the employee works more than 60 hours per calendar year (customer service environment) or 96 hours per calendar year (shop) on Saturdays between 08:00 and 17:00 hours. The allowance applies to the actual hours worked in excess of the 60 (customer service environment) or 96 (shop) hours per calendar year on Saturdays.

3.8. Shift work

3.8.1 Working hours, continuous

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

If you work in 6, 7 or 8 continuous shifts, the working hours will be extended by 1, 2 or 3 day shifts compared to the 5 continuous shifts.

If you work in the continuous shift, your employer can establish a number of attendance hours in your schedule. These cannot exceed 64 hours 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.

Target Group

This rule applies to all employees who work continuous shifts.

3.8.2 Shift work compensation

- a. If you are assigned to shift work, you will receive a monetary compensation, or compensatory time. The compensatory time will be scheduled and will reduce your average working hours per week. You will receive the monetary compensation as an allowance on your salary according to your scale salary.
- b. The compensatory time and the monetary allowance is determined on the basis of the weight of the schedule, expressed in points and calculated over 52 weeks a year of working time.
- c. The number of points 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, weighted using the percentages added of the inconvenience allowance, as referred to in article 3.4, in the following manner:
 - Mondays to Fridays from 00:00 to 07:00 and from 18:00 to 24:00:
all hours 0.5 points per hour;
 - Saturdays from 00:00 to 24:00 hours:
all hours 1.0 points per hour;
 - Sundays from 00:00 to 24:00 hours:
all hours 1.0 points per hour.
- d. For the hours scheduled on public holidays, the schedule weight is set at 1.0 point per hour, minus the points already granted in the preceding article.

The weight of your schedule determines the compensations in time and money. The calculation of the shift work allowance is set out in more detail in annex 4. In case of an average working time of 33.6 hours per week in the continuous five-shift work, the allowance is calculated on the basis of the weight of that schedule 30%.

Target Group

This rule applies to all employees who work shifts.



3.8.3 Standing in on reserve days (no overtime)

If you have to stand in 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 hour time span.

3.8.4 Transfer to another schedule

If you do shift work, 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. Article 3.8.5 applies for temporary transfer to a different shift work schedule (so not to day shift or overtime).

3.8.5 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.

You may be transferred to the day shift for a period of at most six months. During this temporary transfer of at most six months, your shift work allowance will be maintained. After that period, the phase-out scheme of article 3.8.6 applies. The higher or lower number of hours worked with regard to the normal average working hours of 38 hours per week are compensated with time.

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

If you have to do shift work in the period in which you temporarily work during the day shift with retention of your shift allowance, you will not receive an extra compensation.

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

3.8.6 Phase-out scheme after definitive exit from shift work

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

	Number of months %	
--	-----------------------	--



Years of shift work	80%	60%	40%	20%	total
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 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 shift work for more than 20 years on 1 May 2013, the old phase-out scheme continues to apply as included in article 8.10 of the CLA PLb 2011.

3.8.7 Phase-out scheme after definitive transfer to a schedule with a lower shift work allowance

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 shift work surcharge.

3.8.8 Shift transfer

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

3.8.9 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.

3.8.A Shift work flexibilization pilot

Modern scheduling technologies allow for flexible scheduling, giving greater consideration to the individual situation of employees.

This is important to employees in the context of their vitality and sustainable employability and allows greater consideration to be given to personal circumstances and preferences.



The current CLA offers insufficient points of reference to set up flexible scheduling. The basic principle of flexible scheduling is 'fair wage', the inconvenience of the hours actually worked.

During the term of this CLA, it will be possible to experiment with flexibilization of shift work and the associated compensation on the basis of inconvenience in pilots in consultation with the trade unions.

The results of these pilots will be discussed between the parties to the CLA as input for subsequent CLAs.

3.9 Mobility and working hours

3.9.1 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 compensatory time for the traveling time that exceeds one hour.

Target group

This rule applies to all employees who qualify for overtime allowance and have a home work location.

3.9.2 Travel for work (business trip)

If you must occasionally travel for your work, you may undertake this business trip during working hours.

It could nevertheless happen that your travel time increases if you have to work somewhere other than your work location. If that travel time on one day is more than 30 minutes longer than usual, the extra travel time will be compensated per hour based on your hourly salary.

Target group

This rule applies to all employees who qualify for overtime allowance, with the exception of employees who have a home work location.

4. WORK AND LEAVE

4.1 Holiday Leave

The statutory leave is provided for in the Dutch Civil Code. With a full employment contract you are entitled to 160 hours of statutory leave per calendar year.

Target group

This rule applies to every employee.

Taking holiday leave

As a rule, you must take at least 3 calendar weeks of continuous holiday leave in a calendar year. You will take holiday leave in hours. Your schedule determines the number of leave hours that can be taken.

Your employer will only reject a request for holiday leave if the company interest requires this. Your employer will explain the company interest to you in writing on request.

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. Your employer will explain the company interest to you in writing on request. 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.

4.2 Public holidays

The following days are not considered working days:

- New Year's Day;
- Easter Monday;
- Ascension Day;
- Whit Monday;
- Christmas Day and Boxing Day;
- King's Day;
- 5 May, once every 5 years (from 1995).

4.3 Purpose-related leave, work plan and leave plan, part-time scheme for older workers (DTO)

a. The purpose-related leave lapses effective 1 January 2019, see Annex 7 for the text of the lapsed Article 3.7 CLA PLb 2015-2018.

b. The working hours and leave plan lapses effective 1 January 2019, see Annex 7 for the text of the lapsed Article 3.8 CLA PLb 2015-2018.

c. The part-time scheme for older workers (DTO) lapses effective 1 January 2019, see Annex 7 for the text of the lapsed Article 3.9 CLA PLb 2015-2018.



WORK AND MONEY

5.1. Salary scheme

5.1.1 The employer determines the weight of your position on the basis of a salary scheme.

5.1.2 Reference jobs are determined in the job matrix. The job matrix is included in Annex 2. The amount of the salary and the prospect of salary growth depend on your position. Your employer will pay you a salary that suits the level of your position.

5.1.3 At company level, a different job classification system with its own salary scales may apply to determine the salary per position. These salary scales are included in the company CLA. If a company uses this option, the job matrix and the associated salary scales of this CLA (Annex 1) will not apply.

5.1.A Study arrangement job evaluation and performance-based contracts

To determine the ranking of positions, job matrices and job profiles are included in the CLA, linked to 13 salary scales with minimum and maximum salaries. To answer whether this methodology still fits the current work method, the parties to the CLA will explore during the term of this CLA which job evaluation system best fits the PLb sector. This exploration also involves the use and necessity of performance-based contracts. The outcome of this exploration will be taken into account in the negotiations on the next CLA. The CLA PLb is a bare-bones CLA. The company CLA may contain deviating arrangements on the condition that the company-level arrangements may never offer less than the arrangements in the CLA PLb. This study pertains only to the methodology of the CLA PLb.

5.2 Salary scales

The CLA includes a salary table in Annex 1. This provides a minimum and maximum per salary group. The minimum salary is the lowest salary employees will earn in a certain position. The maximum salary is the highest salary employees can earn in a certain position.

5.3 Study period

If you are in a study period and do not yet meet all of the job requirements, your employer can classify you in a lower salary scale than the scale relevant to your position for at most three years. Your employer will make written agreement with you about the duration of the study period and your salary development in this period.

5.4 Salary increase

The salaries applicable on 30 September 2018 will be permanently increased by 2.5% on 01 October 2018.

The salaries applicable on 30 September 2019 will be permanently increased by 2.5% on 01 October 2019.

The salaries applicable on 30 April 2020 will be permanently increased by 1.25% on 01 May 2020.

5.5 Year-end bonus

5.5.1 You are entitled to a year-end bonus.

5.5.2 The year-end bonus amounts to 4.5% of your actual annual salary with the exception of the holiday allowance and the year-end bonus itself.

5.5.3 You will receive the year-end bonus in December of the year in respect of which the bonus is calculated.

5.5.4 The year-end bonus counts for the pension accrual.

5.6 Replacement allowance

5.6.1 If you perform another, higher scaled job in full at the instruction of your employer, you will receive a compensation for this. This allowance is calculated based on the regular promotion policy. In



case of a permanent appointment to the job performed, the allowance will be converted into salary. The compensation is attributed as soon as you have taken care of the other job for more than one month.

5.6.2 If you work shifts and replace a higher scaled employee in day shift, you will receive both the replacement allowance in conformity with article 5.6.1 and an allowance according to the compensation scheme after definitively leaving the shift work (article 3.8.6). Your income will not be below the salary that you deserved in your position, including the full shift work surcharge therefore.

Target Group

This rule applies to every employee that works in shifts.

5.7 Relocation expenses

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

The compensation is tax-free to the extent possible on the basis of the then applicable tax conditions.

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.

5.8 Pension Benefit

If your employment contract terminates because you take an ABP Multi-Option Pension or receive an IVA or WGA benefit, you will receive a bonus equal to 1.5 times your monthly 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.

5.9 Anniversary bonus and proportional anniversary bonus

- a. The anniversary bonus lapses as of 1 January 2019, see Annex 7 for the text of the lapsed Article 4.9 cLA PLb 2015-2018.
- b. The proportional anniversary bonus, lapses as of 1 January 2019, see Annex 7 for the text of the lapsed Article 4.10 cLA PLb 2015-2018.

6. WORK AND CHOICES

6.1 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 and other applicable rules.

This arrangement is a minimum regulation which can be implemented further on a company level in consultation with the trade unions. More schemes and products may be added to the Benefit Budget.

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 5.

	% 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⁾	
Basis leave exceeding the statutory entitlement	2.00%
overtime exceeding the threshold	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 (Article 4.9 CLA Energy 2010-2011).

3) The contribution under the life-course savings scheme is calculated in respect of the salary (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 scale salary plus the fixed personal allowance (salary per hour; Articles 4.6 and 13.6 CLA Energy 2010-2011).

Benefit Budget per 1 January 2019 for employees in service on 31 December 2018

	% 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⁾	
Basis leave exceeding the statutory entitlement	2.00%
overtime exceeding the threshold	0.80%
Age-related leave	0.40% - 1.60%
Transitional schemes for age-related leave	0.40% - 1.20%

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 (Article 4.9 CLA Energy 2010-2011).

3) The contribution under the life-course savings scheme is calculated in respect of the salary (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 scale salary plus the fixed personal allowance (salary per hour; Articles 4.6 and 13.6 CLA Energy 2010-2011).

As from 01 January 2019, the basic purpose-related leave is part of the vitality budget and no longer part of the Benefit Budget.

You will monthly receive the (monetary) value of the schemes mentioned above in your Benefit Budget. Since some of the original employment conditions can differ between employees, the amount of the Benefit Budget can also differ 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.

Target group

This rule applies until 01 January 2029 to all employees in service on 31 December 2018 who fall under the transitional scheme of article 7.5.2.c.

Benefit Budget per 1 January 2019 for employees who entered into service on or after 01 January 2019

	% 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⁾	
Basis leave exceeding the statutory entitlement	2.00%
overtime exceeding the threshold	0.80%

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 (Article 4.9 CLA Energy 2010-2011).

3) The contribution under the life-course savings scheme is calculated in respect of the salary (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 scale salary plus the fixed personal allowance (salary per hour; Articles 4.6 and 13.6 CLA Energy 2010-2011).

Target group

This rule applies to all employees that have entered service on or after 1 January 2019.

You will monthly receive the (monetary) value of the schemes mentioned above in your Benefit Budget. Since some of the original employment conditions can differ between employees, the amount of the Benefit Budget can also differ from employee to employee.

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.



Exchange value

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

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 the monetary value of the holiday allowance in the Benefit Budget is pensionable, the other sources are not.

6.1.A Study Arrangement Benefit Budget

The parties to the CLA have concluded that the implementation of the Benefit Budget scheme is too complicated. The schemes are different per company level. The value of the different forms of leave have been included in the budget. A work group comprising of representatives of the employees and employees will be given the assignment to investigate whether the implementation can be simplified. This investigation will also consider the impact of including the value of the ADV as a standard in the Benefit Budget.



WENB

FNV

Publiek Belang

cnv

PUBLIEKE DIENSTEN

6.2 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 gross 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 gross per month.

6.3 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.



7. WORK AND SUSTAINABLE EMPLOYABILITY

7.1 Sustainable employability

Our vision

The energy market is and will remain in a state of flux. The transition to a sustainable energy supply, the competition in the energy market, technological developments, the socio-political context, demographic trends and the rapidly changing employment market have significant consequences for the employment in the sector and the requirements that are placed on employees and employers. These developments require flexibility and mobility from employees and employers. It is the responsibility of both employees and employers to invest in the continuous employability and development of employees, each with their own role and responsibility to give substance to this. Without teamwork, really working together on the basis of one's own responsibility, improving sustainable employment will not be possible, or will at least have lesser results. Improving sustainable employability is an ongoing process in which practise makes perfect.

Definition of sustainable employability

Sustainable employability means that employees continuously have realisable opportunities during their professional life, as well as the conditions to continue to maintain their health and well-being while they work, now and in the future. This implies an employment context that allows for this, and also the attitude and motivation to actually utilise these opportunities.

Sustainable employability starts from the shared responsibility of employers and employees, is aimed towards the present and the future, and relies on the following two pillars:

1. **Employability:** The capacity to have and retain productive and rewarding work, now and in the future.
2. **Ability to work:** The extent to which employees can mentally and physically perform their work. Vitality means having the mental resilience and perseverance to perform the work in a motivated and energetic manner.

Parties to the CLA have made arrangements – on a sector, company and employee level – to realise that, facilitated by employers, employees feel a sense of ownership¹ and take responsibility for their own sustainable employability and vitality. By continuously developing themselves, employees remain 'in position' for the changing labour market requirements both within the own company and outside. Employees that are and stay labour market fit² are appealing to employers.

Roles and responsibilities

Employers, employees, unions and co-determination bodies all have their own roles and responsibilities with regard to sustainable employability:

- **Parties to the CLA:** based on a shared vision, the parties to the CLA bring sustainable employability to the attention of employers, managers and employees in the sector. They support them by making CLA agreements about instruments so employees can improve their sustainable employability in an approachable manner.
- The **Works Council** has an active role in putting sustainable employability on the agenda and in stimulating employees to utilize all available facilities and resources. Social partners are ambassadors of sustainable employability, together with the abovementioned role of the Works Council and the support of the unions.

¹ **Ownership** means that a) employees are aware of qualities and capabilities they might have acquired in the past, b) employees have their personal and labour goals in mind and c) employees have a personal plan for the future with at least the first steps for reaching those goals. Employees must therefore possess the skills that enable them to steer their own careers.

² **labour market fit** means that, when an employee has to or wants to change jobs, an employee can accept a job at least at the same level and with the corresponding terms and conditions of employment within a reasonable period of time.



- **Employers:** have a stimulating role. They facilitate their employees by actively offering resources that give them insight into their sustainable employability and that improve their employability, vitality and ability to work. They also ensure that managers can properly discuss sustainable employability with their employees and that improvement is given a permanent place in the ongoing performance management cycle. Finally, they stimulate their employees to discuss their futures with their managers, make a personal development plan and utilize the opportunities for improving their sustainable employability.
- **Employees:** they actively use the facilities offered by the employer, discuss their sustainable employability with their managers, make personal development plans and follow these plans by making concrete steps to improve their sustainable employability.

Parties to the CLA have made following arrangements for the duration of the CLA

- **Sustainable employability** is a recognisable part of the HR policy of the employers in this sector. Several instruments are used to make and keep employees sustainably employable. The parties to the CLA have agreed that the employers should continue their efforts in this area, and expand on them where possible.

The ongoing initiatives, the wide range of instruments and the good examples from various companies in this sector and outside it are discussed regularly. In order to learn, share experiences and study what further steps can be made in this regard. The goal is to create an environment where employees and managers are aware of the fact that sustainable employability is important for everyone. Employability is the new security for employees. By investing in your employability, you increase your value on the labour market.

- **Strategic personnel planning** is an instrument for mapping possible future problems, so adjustments can be made in a timely manner. In this term of the CLA, we expect companies to actively work on strategic personnel planning so insight can be gained about functions and skills that are needed in the future. This will provide employees with a better insight into what, for example, the energy transition means for their current position and their future position on the labour market. Employees are involved in the changes and can prepare for them.
- **The T&D fund for the PLb sector** plays an important role in bolstering sustainable employability by offering instruments that allow employees to take control of their own careers. The extent to which employees experience ownership for improving their sustainable employability, is determined by means of a zero measurement. Based on the results of this zero measurement, together with the work group described below, an action plan is drawn up that serves as a sequel to the Talent Platform (a component of the previous Sector Plan PLb).
- A work groups that can be established consisting of representatives of employers and employees which are given the assignment to research and propose concrete proposals on the following subjects:
 - What has to be done to stimulate employees to take more control of their careers? How do employees experience ownership and how can this be stimulated?
 - How can we improve employees awareness of the importance of improving sustainable employability? Identify the measures that need to be taken in order to encourage the part of the target group that has not yet been reached to utilise, for example, the Talent Platform (was component of the former Sector Plan PLb) or other available instruments.
 - How can employees be convinced and stimulated to utilise the instruments and possibilities in the sector, supported by ambassadors. This is especially relevant for employees in functions that are expected to disappear in time.
 - Points requiring attention are required headcount and actual headcount Identify if there are problem areas here and, if so, what must be done to resolve them.
 - What instruments and products are required for the next step and how will we finance them?
 - What are good examples and what can we learn from them or how can we utilise them.

The work group will be given the task to complete their research in the first half of 2019 and give concrete proposals based on this so the first products can be developed after the first half of 2019.



7.2 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. Once every five years, you may ask your employer to have an employability scan performed.
4. 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.

Target group

This rule applies to every employee.

7.3 Personal Development Budget

You receive a Personal Development Budget of € 500,- per year. This budget allows you to partake in activities that improve your employability.

- The Personal Development Budget can be used on all the activities that have to goal of improving your sustainable employability. The Personal Development Budget can for example be used for an employability scan or other internal or external activities that contribute to this.
- You may also use the Personal Development Budget to seek financial advice on how financially fit you are, using a preferred supplier selected by your employer.
- You are allowed to save the DI budget for a maximum of three years.
- At company level, the spending possibilities of the Personal Development Budget cannot be restricted.

Target group

This rule applies to every employee.

7.4 Study costs

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 you complete 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.

7.5 Vitality savings scheme

The vitality savings scheme consists of three parts:

1. vitality budget as at 1 January 2019



2. transitional schemes for vitality budget of employees in service on 31 December 2018.
3. vitality pact.

7.5.1 Vitality budget as at 1 January 2019

The vitality budget is a budget of time, this time can be spent on vitality.

The vitality budget must be used up in the calendar year in which it has accumulated. The vitality budget will therefore not be paid out and expires upon leaving employment.

The vitality budget can be converted into money, whereby the monetary value of the budget is added to the Personal Development Budget. The monetary value is calculated based on the hourly wage at the time of conversion.

a. Employees that have entered service on or after 1 January 2019

you will receive an annual vitality budget of 2.5 days. If you have a part-time employment contract, you will receive a proportional vitality budget. After 1 January 2024, the amount of days is increased to 3.5 days per year.

Target group

This rule applies to all employees that have entered service on or after 1 January 2019.

b. Employees that are in service on 31 December 2018

you will receive an annual vitality budget of 2 days. If you have a part-time employment contract, you will receive a proportional vitality budget. After 1 January 2024, the amount of days is increased to 3 days per year. The transitional schemes of Article 7.5.2 apply until 1 January 2029, after that you will receive a vitality budget of 3.5 days per year.

Target group

This rule applies to all employees that are in service on 31 December 2018.

7.5.2 transitional schemes vitality budget for employees in service on 31 December 2018

a. Transitional scheme due to the anniversary bonus lapsing on 1 January 2019

If you are in service on 31 December 2018, the anniversary scheme in accordance with the CLA PLb 2015-2018 will apply to you for a period of 10 years (Articles 4.9 and 4.10, see Annex 7 to this CLA). This transitional scheme is applicable until 1 January 2029. After that period, Article 7.5.1 applies.

Target group

This rule applies to all employees that are in service on 31 December 2018.

b. Transitional scheme due to the purpose-related leave being replaced on 1 January 2019!

If you are in service on 31 December 2018 and would be eligible for purpose-related leave on 1 January 2019 based on the purpose-related leave scheme in accordance with the CLA PLb 2015-2018 (Article 3.7, see Annex 7 to this CLA), this leave will be added to the vitality budget.

Based on the transitional scheme, your vitality budget as at 1 January 2019 will be:

- in total 4 days per year if you are 55 or 56 years old
- in total 7 days per year if you are 57 or 58 years old
- in total 13 days per year if you are 59 or older.

If you have a part-time employment contract, you will receive a proportional vitality budget.

This transitional scheme is applicable until 1 January 2029.

Target group

This rule applies to all employees that are in service on 31 December 2018 and that are 55 or older on 1 January 2019.

II. You qualify for **extra days** in your vitality budget based on the purpose-related leave scheme in accordance with the CLA PLb 2015-2018 (Article 3.7, see Annex 7 to this CLA), if on 1 January 2019:

- you are 53 or 54 years old; your vitality budget will be increased by 3 days on 1 January 2021 or on 1



January 2020 respectively, to a total of 5 days per year.

- you are 55 or 56 years old; your vitality budget will be increased by 3 days on 1 January 2021 or on 1 January 2020 respectively, to a total of 7 days per year.

- you are 57 or 58 years old; your vitality budget will be increased by 3 days on 1 January 2021 or on 1 January 2020 respectively, to a total of 13 days per year.

If you have a part-time employment contract, you will receive a proportional vitality budget.

This transitional scheme is applicable until 1 January 2029. Target group

This rule applies to all employees that are in service on 31 December 2018 and are in the age category of 53 to 58 on 1 January 2019.

c. transitional scheme based on the transitional scheme for age-related leave (Annex 6 to this CLA)

The frozen transitional scheme for age-related leave

If you fall under one of the transitional schemes for age-related leave (Annex 9 to CLA PLb 2015-2018 is Annex 6 to this CLA), this transitional scheme will remain in effect for you for a period of 10 years starting from 1 January 2019. This transitional schemes for age-related leave has already been frozen. These days will be added to your vitality budget. In the companies where this leave has been added to the Benefit Budget, this will stay in the Benefit Budget. If you have a part-time employment contract, you will receive a proportional vitality budget.

This transitional scheme is applicable until 1 January 2029.

Target group

This rule applies to all employees that were in service on 31 March 2001 (distribution) and on 31 March 2007 (production).

Age-related leave scheme

From the age of 40, you will receive age-related leave (Annex 7 of the CLA PLb 2015-2018 is Annex 5 to this CLA). For a period of 10 years starting from 1 January 2019 you will accrue age-related leave, as described in Annex 5 to this CLA, to a maximum of 4 days. These days will be added to your vitality budget. In the companies where this leave has been added to the Benefit Budget, this will stay in the Benefit Budget. If you have a part-time employment contract, you will receive a proportional vitality budget.

This transitional scheme is applicable until 1 January 2029.

Target group

This rule applies to all employees that are in service on 31 December 2018 and that are at least 40 years old in the period from 1 January 2019 to 1 January 2029.

7.5.3 Working less hours and pension

10 years before the target age included in the Pensions Act (as of 2019 this age is 68) you can work less hours based on leave while still building up a full pension. You can do this by using your vitality budget in combination with other forms of leave.

7.6 Contributions to the T&D fund

In this term of the CLA, the contribution to the T&D fund is:

0,1% in 2018, based on the wage sum of 2017

0,1% in 2019, based on the wage sum of 2018

In 2020, the parties will make an agreement for the contribution in 2020. This agreement will in principle be included in the next CLA PLb.



8. WORK AND CARE

Several forms of leave have been recorded in the Work and Care act which contribute to the work-private life balance. This act regulates which forms of leave are on full pay. In the case of some forms of care leave, this collective agreement contains provisions that deviate from the statutory regulations. These provisions are described below.

8.1. 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 will pay and recover the (social) contributions that have to be deducted on the difference between your original salary and 70% of the applicable minimum wage, in conformity with the regular distribution of contributions of 70% for the employer and 30% for the employee. These (social) contributions are the contributions for the ABP Multi-Option Pension, the pre-retirement surviving dependant's pension and the ABP Incapacity Pension. The WW contribution will not be deducted and paid in case of own-risk bearing companies. In case of own-risk bearing companies, the WW contribution will remain for the account of your employer.

The parties to the CLA will discuss with each other the impact of the Act Implementing Additional Paternity Leave (*WIEG*) on the parental leave scheme in the CLA PLb in preparation for the next CLA negotiations.

8.2 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 5.7 applies;
- b. on your wedding day/the day you enter into a registered partnership and the day after;
- c. on the wedding day of your child/the day your child enters into a registered partnership;
- d. On the day of the childbirth of your partner and the day after³; this paternity leave lapses as per 1 January 2019;
- 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. in order to comply with a statutory obligation, unless arisen due to your own fault or negligence: the time required for this;
- h. in order 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.

³ With effect from 1 January 2019, birth leave is equal to one times the weekly working hours, to be taken within four weeks after the birth (Additional Leave (Introduction) Act). The two-day paternity leave will therefore lapse on 1 January 2019;



WENB

FNV

Publiek Belang

cnv

PUBLIEKE DIENSTEN

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, and recoups 100% of, the social premiums that must be paid in the period of the unpaid leave. These (social) contributions are the contributions for the ABP Multi-Option Pension, the pre-retirement surviving dependant's pension and the ABP Incapacity Pension. The WW contribution will not be deducted and paid in case of own-risk bearing companies. In case of own-risk bearing companies, the WW contribution will remain for the account of your employer.

Special circumstances

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

8.3 Medical Examinations

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.

During the medical examination, the employer will take into account the protocol pre-employment medical examination of

the KNMG. An examination to be carried out by a doctor appointed by the employer.

After you have been examined, you are the first person to receive the results. 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. The costs of the examination are paid by your employer.



9. WORK AND SECURITY

9.1 Illness and occupational disability

Statutory provisions

If you are unfit for work, the statutory provisions of the DCC, WIA and the Sickness Benefit Act apply, unless this chapter expressly stipulates otherwise.

Working after the state pension age

When you have reached the state pension age, this chapter no longer applies to you. Instead, [Article 7: 629\(2\) of the Dutch Civil Code](#)⁴ applies.

Entitlements during the first two years of illness

1. Your salary will continue to be paid in full during the first 26 weeks of your illness.
2. Starting from the 27th week until the end of the second year of illness, you will be paid 85% of your salary.
3. Your salary will be paid in full the moment you start working again.
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. All work that takes your abilities and competencies into account is suitable work, unless acceptance cannot be required for reasons physical, mental or social in nature;

If there is no suitable work available for you at the company of your employer, your employer will find suitable work for you 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 service with your employer, unless this is not possible due to substantial business interests. There is a substantial business interest if:

- 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
- there is no alternative, suitable work within the organisation of the employer.

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

If an accident is largely caused by the nature of the work assigned to the employee or by the special circumstances under which it had to be performed, it is an industrial accident. The incident may not be

⁴ Until such time as provided by Royal Decree, [transitory law](#) applies.



the employee's fault and/or the result of the employee's negligence.

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:

- a. if you make full use of your residual earning capacity, a supplement of 90% of the difference between your old and your new wage;
- b. if you do not make full use of your residual earning capacity, a supplement of 80% of the difference between your old and your new wage.

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.

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 able to work;
- b. there is suitable work available at your employer's company;
- c. your employer has sufficiently tried to get you back to work and also whether you sufficiently tried to return to work.

Your employer will pay for the expert opinion.

Second opinion

The employee has the possibility to request a second opinion from the company physician. The costs in connection with this are in principal for the account of the employer.



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 reject or suspend the continued payment of wages or supplementation of wages described in this chapter if you:

- a. have deliberately become or remained unable to work, unless you cannot be blamed for this based on your mental state;
- b. have pretended to be ill, or if you have exaggerated your condition to such an extent that it should not be assumed that you are unable to work;
- c. have become unable to work due to a condition about which you issued false information in the context of the pre-employment medical examination, and as a result of which the assessment against the resilience requirements set for the position could not be carried out correctly;
- d. hindered or impeded your recovery;
- e. did not perform suitable work without a valid reason;
- f. refused to cooperate with the reasonable instructions and arrangements of your employer or an expert to perform suitable work, without a valid reason;
- g. refused to cooperate in the formulation, evaluation or adjustment of a plan of approach to reintegrate, without a valid reason;
- h. did not comply with the rules and instructions that apply to you in the event of an illness (verification requirements):
- i. refused to cooperate in the second opinion from the UWV requested by your employer:
- j. refused to use the safety equipment or violated the health and safety requirements, which resulted in you becoming unfit to work;
- k. deliberately supplied incorrect information or withheld information;
- l. did not apply for benefits under the WIA in a timely manner;
- m. abused this facility.

The continued payment of wages or supplementation thereof that was rejected or suspended as a result of the above will resume as soon as you comply with the relevant regulations.

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.

9.2 A Repair accrual and duration of 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.

The employer is own-risk bearer under articles 72a and 79 Unemployment Insurance Act for the unemployment benefit costs of his former employee, and is responsible for the reintegration of its former employee.

9.2 B Supplement to unemployment benefit in case of unemployment following reorganisation

Supplement to the unemployment benefit in the event of 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 salary⁵. 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.

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 your obligations to prevent or terminate the unemployment, the supplement to the unemployment benefit is in any case terminated in full or in part as well, 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 case 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.

⁵ In deviation of the salary definition included in the CLA, article 7.2 includes the year-end bonus in the salary.



9.3 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.

9.4 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.

9.5 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 standard retirement age applicable to you, you could ask your employer to continue your pension accrual on the basis of your former salary.

9.6 Pension

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

10. WORK AND TRADE UNIONS

10.1 Contribution to the trade unions

10.1.1 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. Effective 1 January 2019, the contribution the employer will pay the trade unions will be € 17 per employee per year.

10.1.2 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.

10.2 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.

10.3 Reorganization

10.3.1 An employer who intends to implement a reorganisation, requests the advice of the Works Council in a timely manner.

10.3.2 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 01 November 2018 through 31 December 2021 in conformity with article 25(1) under c, d, e or f of the Works Councils Act.

10.3.3 Information submitted in relation to the above, will be assessed in a confidential manner upon request by any of the parties or both parties.



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	Invalideitpensioen 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]



ANNEX 1 SALARY TABLE

Salary table PLb as of 01 December 2017

Job scale	Minimum (€)	Maximum (€)
1	*Minimum youth wage for employees aged 18 to 21	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

Salary table PLb as of 01 October 2018

Job scale	Minimum (€)	Maximum (€)
1	*Minimum youth wage for employees aged 18 to 21	1480
2	1314	1594
3	1503	1808
4	1581	1936
5	1797	2063
6	1948	2217
7	2119	2410
8	2379	2645
9	2570	2958
10	2793	3305
11	3063	3714
12	3380	4215
13	3692	4643

Salary table PLb as of 01 October 2019

Job scale	Minimum (€)	Maximum (€)
1	*Minimum youth wage for employees aged 18 to 20	1517
2	1347	1634
3	1540	1853
4	1620	1985
5	1842	2115
6	1996	2273
7	2172	2470



8	2439	2711
9	2634	3032
10	2863	3387
11	3139	3806
12	3465	4320
13	3784	4759

Salary table PLb as of 01 May 2020

Job scale	Minimum (€)	Maximum (€)
1	*Minimum youth wage for employees aged 18 to 20	1536
2	1364	1654
3	1559	1876
4	1640	2009
5	1865	2141
6	2021	2301
7	2199	2501
8	2469	2744
9	2667	3070
10	2899	3430
11	3179	3854
12	3508	4374
13	3832	4819



ANNEX 2 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 3 JOB PROFILES

Section 1.01 Class	Section 1.02 Job name	(a) Executive Tasks Section 1.03	Core tasks	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 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. <ul style="list-style-type: none"> - 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



ANNEX 4 CALCULATION OF SHIFT WORK ALLOWANCE

Allowance

1. For continuous shift work the total number of points per hour per year corresponding to the calculation in article 3.8.2 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.
2. 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 annual total of working hours on the basis of 38 hours per week on average in the event of full-time employment, 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 on the annual total of working hours on the basis of 38 hours per week on average in the event of full-time employment.

Allowance for public holidays

1. This article applies to public holidays and does not apply to the employee assigned to shift work, 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 3.3.5, 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 days = 32.5 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 $(4,108.2 : 5 = 821.6 \text{ points per shift})$. 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: $52 * (38 - 33,6) = 52 * 4,4 \text{ hours} = 228,8 \text{ hours}$

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

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



ANNEX 5 SOURCE BENEFIT BUDGET

Sources Benefit Budget

The article references contained in this annex refer to the article of the most recent CLA that this article appeared in.

The dated provisions have been 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 6.1).

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% of:

€2,232 (salary level 1/12/2017),

€2,288 (salary level 1/10/2018),

€2,345 (salary level 1/10/2019),

€2,374 (salary level 1/05/2020),

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 6.1).

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 6.1).



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 6.1).

Please note: the transitional schemes for age-related leave are included in annex 6 to this CLA.

The monetary value of the transitional schemes for age-related leave is made available monthly in the Benefit Budget (article 6.1).

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 target leave is made available monthly in the Benefit Budget (article 6.1).



ANNEX 6 TRANSITIONAL AND GUARANTEE SCHEMES

The article references contained in this annex refer to the article of the most recent CLA that this article appeared in.

Guarantee under shift work system

Production

The (old) percentage allowance is guaranteed, as referred to in chapter 5A of the CLA for the Production Sector 2001-2003, 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 (article 37 paragraphs 4 and 5; article 38 paragraph 1 of part II of the Collective Labour Agreement Energy and Utilities Companies 2000-2001) are to be taken into account in this respect.

Distribution

The (old) percentage allowance as referred to in chapter 7 of the CLA for the Distribution Sector 2005-207 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 employed at 31 March 2007 and 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:
53 years of age: 170 hours per years
54 years of age: 210 hours per years

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" (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 paragraph 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 scheme for age-related leave (CLA Energy 2010-2011)

Distribution

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 7 SCHEMES LAPSED EFFECTIVE 1 JANUARY 2019

Purpose-related leave, working hours and leave plan, part-time older people (DTOs)

The below schemes from the CLA PLb 2015-2018 have lapsed in the CLA PLb 2018-2020 effective 1 January 2019.

3.7 Purpose-related leave

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

55-56 years of age:	24 hours per years
57-58 years of age:	48 hours per years
59 years of age and older:	96 hours per years

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 people

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 of age:	2 hours per week
57-58 years of age:	6 hours per week
59-64 years of age:	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.

Transitional scheme for employees employed on 31 December 2018, this transitional scheme applies until 1 January 2029



Anniversary bonus and proportional anniversary bonus

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: $60/120 * 2 \text{ month salaries} = 1 \text{ month salary}$.



The undersigned

the Employees' association **WENB**

FNV Publiek Belang
with its registered office in Amsterdam

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

each as party of the other part

HEREBY DECLARE

That they have entered into the accompanying Collective Labour Agreement CAO PLb, duration 01 May 2018 to 30 September 2020.

Agreed upon in Arnhem, dated

Employees' association WENB

FNV Publiek Belang

.....
M. Spier
Sectorhead PLb

.....
R. Cornelisse

**CNV Publieke Diensten, part of CNV
Connectief**

.....
B. Hoogendam