



WENB **FNV**
Publiek Belang



CLA Energy and Supply companies (PLb) 2020 – 2022

The undersigned employer's association WENB, with its registered office in Arnhem, as the party on the one side, 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 a party on the other side

DECLARE

that they have entered into the following collective labour agreement (CLA) for energy production and supply companies (PLb)

Term 1 October 2020 up to 30 April 2022

Rights arising from provisions of previous collective labour agreements shall expire with the entry into effect of this collective labour agreement. The rights arising from the provisions of this collective labour agreement shall apply in lieu thereof. The current collective labour agreement takes precedence over the previous collective labour agreement(s) insofar as it assigns lesser rights. Individual rights that do not arise from a previous collective labour agreement remain in force.

Agreed on 14 April 2021

Disclaimer: In case of any dispute or disagreement about either the interpretation or implementation of the terms and conditions, stated in the collective agreement, the original document in Dutch will always prevail.



CLA PLb 2020 – 2022

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1. ABOUT THIS CLA

1.1 Definitions

Company interest	Company interest is any situation involving the safety or continuity of business processes and situations where the interests of the commercial, economic or operational nature (i.e., on a technical level) of the employer's company are at stake. If 'company interest' refers to interests of a commercial, economic or operational nature (on a technical level), the interests of the employee in question will be taken into account.
Spouse/Partner	In this CLA, the life partner is considered equal to a spouse <ul style="list-style-type: none">- with whom you have entered into a registered partnership (Article 1:80a Dutch Civil Code), or- with whom you live together without being married and – with the intention of living together sustainably – have a joint household, as evidenced by a written declaration.
Partner (ABP)	The partner as referred to in Article 7.1 of the pension scheme of the ABP pension fund company.
Actual annual salary	The salary that you actually receive in a calendar year. In the event of part-time work, the calculation is made on a pro rata basis. In case of commencement of employment during the year, calculation takes place pro rata, according to the formula (number of days in service / number of calendar days).
Job profile	A brief description of the main tasks for the job (see Appendix 3) that are included in the job matrix. These profiles form the reference framework.
Retirement with pension	A pension is defined both as the ABP Multi-Option pension and the disability pension (AAOP).
Schedule	Schematic representation of the employee's agreed working time. The scale salary (which may be multiplied by a part-time percentage), plus: <ul style="list-style-type: none">a. any fixed personal allowance(s) per month;b. 8% (former holiday allowance per month, see Appendix 5);c. cash compensation for on-call and repair service, on average per month over the preceding 12-month period;d. compensation in cash for shift work (see Article 3.8.2).
Hourly wage	<ol style="list-style-type: none">1. 1/165 of your scale salary plus fixed personal allowance.2. If you have a performance-based contract with a standard working week of 40 hours, 'salary per hour' is 1/173 of your scale salary plus the fixed personal allowance.
Salary scheme	A salary scheme is a system for determining the scale salaries. It consists of the salary scales, the



job classification system and a system that establishes a link between the job classification and the salary scales.

Salary scale	A salary scale often consists of a series of gross amounts (steps or increments). It may also consist of a specified bandwidth comprising a minimum gross amount and a maximum gross amount per month.
Scale salary	The amount per month that you receive based on your classification in the salary scheme.
Sector salary table	The table containing the salary scales as included in Appendix 1 to the CLA PLb.
Fixed personal allowance	A fixed monthly supplement to the scale salary. This can be an amount or a percentage of that scale salary. A fixed personal allowance is granted for an indefinite period, exclusively: a. as a guarantee because you have been placed in a less qualified position; b. if special requirements are imposed on you. All allowances on the scale salary awarded for other reasons do not count as a fixed personal allowance.

1.2 CLA parties

This CLA has been concluded between the trade unions FNV Publiek Belang, CNV Publieke Diensten (part of CNV Connectief) and the employer's association WENB. Companies affiliated with WENB are listed on the WENB website.

1.3 Duration

This CLA is valid for 19 months from 1 October 2020 to 30 April 2022.

1.4 Scope

The scope of this CLA applies to companies that carry out activities in the Netherlands relating to:

- production of electricity, gas and/or heat supplied to customers via the public electricity, gas and/or heat transmission grid;
- purchase and sales of electricity, gas and/or heat;
- installation, management and maintenance of public lighting;
- provision of products and services associated with these activities.

1.5 Structure

- This CLA applies to the employment contract between the employer and its employees. In this CLA, the employee is personally approached as a reader and is therefore directly addressed as "you".
- Employee: "you", the person who has an employment contract with the employer and to whom this CLA applies. This CLA does not apply to the following persons:
 - members of the Board of Directors and executives (including company, staff and deputy directors);
 - interns and holiday workers;
 - persons working under social legislation or in the context of an employment project subsidized by third parties;
 - trainees;
 - those who are temporary employees in the context of a work/study project.When the term "employee" is used in this CLA, this is also intended to mean the worker.
- Employer: any company with its own legal entity that primarily performs activities that fall within the scope of this CLA and is a member of WENB. A company



primarily performs activities that fall within the scope of this CLA when more than 50% of the agreed working hours of the employees in service are spent on these activities.

4. The sector for production and supply companies is developing rapidly. The nature of the CLA is in line with this. This CLA is a minimum CLA, meaning that the companies have the space to develop their own schemes. Company specific regulations should never be more limited in scope than the provisions agreed in this CLA. If companies with trade unions make agreements in addition to this CLA, these agreements are set out in a company CLA.

1.6 Function contract

1. The employer may conclude a performance-based contract with certain employees who fall under the definition of "employee" within the scope of Article 1.5(2). A function 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 of more than €4643 gross per month (starting date 1 October 2018),
 - b. employees with a scale salary lower than the salary mentioned under a. who have a commercial or specialist (staff) role. This contract must be agreed with the trade unions at company level.
3. Employees with a performance-based contract are subject to the following CLA articles at the minimum:
 - chapter 1
 - chapter 2
 - Article 6.1
 - Article 7.3
 - Articles 8.3
 - Articles 9.1 and 9.2, 9.4 to 9.6
 - chapter 10.1 and 10.2

The other terms and conditions of employment in the CLA can be replaced at company level by specific individual or collective agreements.

1.7 Interim changes based on amended legislation and/or regulations

The parties agree that the CLA may be amended during its term with the consent of all parties to the CLA in the event that new legislation and/or regulations that affect the provisions of this CLA enter into effect during the term of the CLA. In that case, the parties shall consult on changes to these CLA provisions.

1.8 Disputes about interpretation of CLA

The explanation of the CLA lies with the parties to the CLA. If there is a dispute about the implementation of this CLA that is not an individual dispute between the employee and employer, the parties to the CLA shall consult with each other 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 always states:
 - a. your surname, first name(s) and date of birth;
 - b. your employer's name and location;
 - c. which you were hired for and your place of work;
 - d. the date on which you joined the company;
 - e. the duration of your employment contract;
 - f. the number of hours per week during which you are in service;
 - g. your initial salary;
 - h. the salary scale or salary group associated with your initial salary, if applicable;
 - i. the applicability of this CLA, the company CLA and the company regulations that apply to you;
 - j. any special conditions.
2. Your employer will give you a copy of your employment contract. When changes or additions come into effect later, you will also receive these in writing.
3. A permanent contract of employment is the rule. A probationary period can be agreed.
4. When a probationary period has been agreed with you, the statutory rules apply.

2.1.2 Termination of employment contract

1. The statutory rules apply to the termination of the employment contract. If this CLA deviates from this, this is explicitly stated as such.

by notice

2. The employment contract must be terminated in writing and ends on the last day of a month.
3. You and your employer can make other agreements about this. However, the limits set out in Article 7:672(6) of the Dutch Civil Code must be taken into account.

by operation of law

4. A (continued) fixed-term employment contract ends automatically when the agreed time expires.
5. Article 7:668a of the Dutch Civil Code applies to fixed-term employment contracts.
6. If, directly before the employment contract, you have already worked for your employer for more than six months as part of one or more temporary and/or secondment contracts, these count as one fixed-term employment contract for six months.
7. Both you and your employer may terminate the fixed-term employment contract prematurely.

on retirement or flexible retirement

8. Your employment contract ends when you reach retirement age. You can also terminate your employment contract earlier in accordance with ABP's rules on retirement pensions.

2.1.A Flexible jobs

The CLA parties agree that structural work should, in principle, be carried out as structurally as possible. Where the relationship between permanent and flexible contracts at company level gives rise to this, the employer and trade unions consult with each other on this. The reasons for hiring the employee are also discussed during this consultation. Trade unions, the works council and the employer have a joint responsibility in this regard.



2.2 Place of work

You do your work where you are required. Your place of work is set out in your employment contract. In some cases, your place of work is at home.

Your employer may require that you live in or close to your place of work if this is necessary for the proper performance of your job. If this obligation to live in or near your place of work 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) assign you to another position or (temporarily) has to do work other than your usual duties. However, this assignment must be reasonable and necessary for the company's interests.

2.4 Time-independent work

Your employer determines whether you are eligible for time-independent work. If this is the case, you will agree on provisions with your manager. By doing so, you take into account the nature of your work and agreements within the team.

2.5 Facilitating another workplace

After consulting with the works council, your employer can draw up an agreement on how they will facilitate their employees to work at a workplace other than one at their place of work.

2.6 Secondment

Your employer can second you to another company. During this secondment, your employment conditions will remain in place. The company where you are seconded determines your workplace and working hours. If your schedule changes as a result of the secondment, the secondment will be considered a temporary transfer to another schedule. For all matters regarding (special) leave, reporting sick, safety, etc., you must comply with the regulations of the other company.

2.7 Code of conduct

2.7.1 General remarks

1. You may not ask for or accept compensation, rewards, gifts or promises from others vis-à-vis your work without your employer's permission. You may not accept bribes.
2. You may not participate in any work or supply of goods or services contracted by your employer on behalf of your employer.
3. You may not use your employer's belongings for yourself or others.
4. You may not allow colleagues or others working for your employer to perform services for you during working hours.
5. If your employer has a serious suspicion that you or other employees have committed a crime, you must allow your clothing, baggage and means of transport to be examined.
6. You have the right to bring your interests to the attention of your employer, and you will have the opportunity to be assisted or represented. This also applies to situations other than those stated in Article 2.7.4 or Article 2.7.5.
7. Your employer will allow temporary workers to work at their company only if this is necessary.

2.7.2 Confidentiality

1. You may not pass on confidential information either during or after termination of your employment contract. This concerns information that you could understand to be confidential.
2. The employer likewise does not share any information about you with third parties that they should know must remain confidential.



2.7.3 Ancillary work

If you want to do other work in addition to the duties you perform for your employer, you must state this to your employer. Your employer may refuse permission or attach conditions to this, e.g., if it is expected or proven that the ancillary work will have or is having a negative impact on the performance of your work, or if it is in competition with your employer's business or harming the interests of your employer. Your employer will inform you of this in writing, stating the reasons for refusal. You must ensure that you do not violate the provisions of the Working Hours Act when performing any ancillary activities.

2.7.4 Disciplinary measures

1. If you fail to meet your obligations to your employer or act as a good employee, your employer may impose one of the following disciplinary measures on you:
 - a. issuing a written warning;
 - b. skipping a periodic salary increase for a maximum of two consecutive calendar years;
 - c. demotion to a lower position for a fixed term of no more than two years or for an indefinite period, with or without a reduction in salary;
 - d. a transfer;
 - e. suspension for a certain period of time, with or without (partial) continued payment of your salary.
2. Measures b. to e. may also be imposed on a conditional basis for a maximum period of three years.
3. Before your employer imposes a disciplinary penalty on you, you will be given the opportunity to justify yourself verbally or in writing. Your employer will prepare a written report of the verbal justification within five working days. You should sign this report on receiving it. If you refuse to do so, this will be mentioned in the report, along with any reason(s).
4. You can view the documents relating to the incident on request. If these documents are confidential, your employer does not have to give you access to them if they cannot reasonably be asked to do so.
5. A disciplinary measure shall be imposed in writing and substantiated.
6. The above also applies if a conditional measure is implemented after all.
7. A disciplinary action shall not be taken until such time as it has become final, unless the imposition of the action requires it to be implemented immediately.

2.7.5 Suspension other than as a disciplinary measure

1. Your employer may also suspend you for reasons other than as a disciplinary measure:
 - a. if you are prosecuted for a crime and this may affect your performance;
 - b. if it is undesirable for a special reason to remain in your position after the date on which the end of your employment contract has been definitively determined;
 - c. when this is deemed necessary in the interest of the company.
2. Before your employer suspends you, you will be given the opportunity to provide an explanation. Your employer will draw up a written report on this hearing within three working days. This report will be sent to you or your authorized representative.
3. Your employer will inform you verbally of the decision to suspend the contract as soon as possible. You will also receive a written confirmation with the reason, the time when the suspension starts, and how long the suspension lasts. A suspension lasts no longer than one month. If necessary, this period can be extended by a maximum of one month each time.
4. If you are suspended, your rights under the employment contract will, in principle, continue to exist.
5. In the event of suspension for criminal prosecution due to a crime, your employer may withhold your salary (scale salary plus fixed personal allowances) up to a maximum of one third of the amount. This deduction will still be paid to you if you have not been convicted after the criminal prosecution has ended.
6. At your request, your employer will openly rehabilitate you if it later proves that you have been unduly suspended.



3. WORK AND TIME

In the case of full-time employment, your working hours over a year average out at 38 hours per week. Your employment contract includes your average working hours per week. The working hours are regulated:

- in Article 3.1.1 for employees who do not work with changing schedules, in a customer service environment or shop, or in shifts;
- in Article 3.7.1 for employees who work with changing schedules, or in a customer service environment or shop;
- in Article 3.8.1 for employees who work in shifts.
- the other articles always indicate which target group they cover.

In determining working hours and rest periods, the operational management, range of work and standards of the Working Hours Act are all taken into account.

3.1 Working hours

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

You make sure that on average over a year, you work the number of hours agreed with you per week. In any case, you work your average working hours every year.

If you actually work 40 hours per week, the average of 38 hours can be achieved by building up or scheduling shorter working hours.

Target group

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

3.1.2 Part-time work

You can agree on lower average working hours with your manager. If you work part time (less than an average of 38 hours per week), you are entitled to the working conditions set out in the CLA in proportion to your working hours.

Target group

This rule applies to all employees.

3.2 Standard working hours

The standard working days are Monday through Friday. The standard working time is between 7 am and 9 pm. Working on Saturdays, Sundays, public holidays or other times is possible only if this is necessary in the interest of the company.

Target group

This rule applies to all employees, with the exception of employees who work in shifts.

3.3 Overtime

3.3.1 If your employer instructs you to work extra hours compared to your schedule, this is overtime if it is more than half an hour. If you work in a variable schedule, your manager can also expressly instruct you to work overtime. Your employer will discuss this with you in advance and in good time. The overtime allowance consists of compensation in the form of time covering the duration of the overtime and a supplement in cash.

If the overtime does not match your schedule, i.e., requiring additional specific attendance, the travel time is also overtime.

Target group

The overtime allowance applies to employees with a scale salary lower than €2,725 gross and who perform work on behalf of the employer beyond the agreed average weekly working hours.



In the company CLA, a higher scale salary can be agreed as a limit for the payment of overtime.

3.3.2 If overtime is in line with your usual working hours, the Working Hours Act may prescribe an extra rest break. This rest break is also considered to be overtime. This deviates from the regular rest period (e.g., for lunch), of which at least half an hour is taken on your own time.

3.3.3 Time for time

In consultation with your manager, you schedule the compensation in the form of time for the overtime performed. The time-for-time exchange must take place within the calendar year. If the compensation in the form of time is not taken at the end of a calendar year, the balance is transferred to the following year up to a maximum of 120 hours. Any hours in excess of 120 hours will be paid out.

3.3.4 Payment of overtime hours

You can also ask your manager to pay for the overtime. Your manager may refuse your request for economic and/or operational reasons. In view of the Working Hours Act, it may be necessary to schedule compensation in the form of time. In this case, the request for payment will not be honoured. When compensation hours are paid, you receive your hourly wage for each hour worked.

3.3.5 Overtime allowance in money

The overtime allowance is a percentage of your hourly wage:

Overtime pay	Monday to Friday	Saturday	Sunday	Public holidays
	50%	100%	100%	100%

No holiday allowance is accrued on overtime, insofar as the salary plus the overtime allowance exceeds 108% of the statutory minimum wage.

3.3.6 Part-time work and overtime

If you are a part-time employee and you work overtime outside your own schedule but within the standard working hours, you will receive a supplement of 25% of your hourly wage for those hours. This allowance includes holiday allowance and leave.

3.4 Working outside standard working hours

If you work according to the schedule at times other than the standard working hours mentioned in Article 3.2, you will receive a supplement for this. This allowance is the compensation for the inconvenience, i.e., working outside the standard working hours.

Target group

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

The allowance is a percentage of your hourly wage.

Allowance for inconvenience	Monday to Friday	Saturday	Sunday	Public holidays
7 am to 9 pm	-	100%	100%	100%
9 pm to 7 am	50%	100%	100%	100%



3.5 Rescheduled working hours

If your manager asks you to work at times other than your established working hours, the hours that are not considered overtime and do not coincide with your normal working hours or schedule are deemed as rescheduled working hours if the working hours shifted by more than half an hour. The allowance over the rescheduled hours is equal to the overtime allowance (Article 3.3.5).

Target group

The compensation for rescheduled hours applies to employees with a scale salary lower than €2725 and who perform work on behalf of the employer outside the standard working hours, with the exception of employees in a customer service environment or a shop, for whom Article 3.7.3 applies.

This arrangement may be set out in more detail in working time arrangements. In the company CLA, a higher scale salary can be agreed as a limit for the compensation of rescheduled hours.

3.6 On-call and repair service

3.6.1 Your employer may assign you to carry out on-call and repair duties. You are required to be available on demand and you must be reachable for this. You may also need to be reachable at home or at another place designated by your employer.

An on-call or repair service generally does not last longer than 7 consecutive days.

Target group

This rule applies to employees who are required to be available on demand on account of their position.

3.6.2 Allowance amount

When you perform on-call and repair duties, you receive an allowance of €112 gross for a full week (weekdays 10%, Saturday 20% and Sunday 30%).

If you are called to work as part of your on-call or repair duties, this counts as overtime.

In the company CLA, a higher fee may have been agreed for on-call and repair duties.

3.6.3 End of on-call and repair duties

The employee shall no longer be obliged to perform on-call duties;

- a. in the event that a targeted preventive medical examination (PME) indicates a medical need to do so.
- b. if, as a result of reorganisation, the on-call and repair service is terminated.

3.6.4 Compensation after permanently leaving the on-call and repair service

- a. If the on-call and repair service is terminated on the initiative of the employer pursuant to Article 3.6.4, the on-call and repair service allowance shall be reduced as follows:
 - if 10 years or more have been worked consecutively as part of on-call and repair duties, the supplement is reduced by 25% per year
 - if fewer than 10 consecutive years have been worked as part of on-call and repair duties, the supplement is reduced by 50% per year.
- b. The benefit shall be calculated based on the average cash compensation received over the two-year period preceding the termination of the on-call and repair service, or over a shorter period if the on-call and repair service has been provided for less than two years.
- c. The reduction amount referred to in this article is not considered as part of a salary.

3.7 Working with variable schedules, or in a customer service environment or in a shop

In 2019, companies introduced a system of standard annual hours in accordance with Article 3.7.1. The effective date can be 1 January 2019, 1 April 2019, 1 July 2019, 1 October 2019 or 1 January 2020



at the latest. Providing the new system of standard annual hours has not yet been introduced, the system applies in accordance with the CLA for production and supply companies 2015-2018.

Target group

This rule applies to employees with variable schedules, or in a customer service environment or shop.

3.7.1 Working hours

If you are in full-time employment, your average working time is 38 hours per week. The average of 38 hours is calculated over a period of one calendar year. The overtime you work does not count toward the agreed average number of hours on an annual basis. If you join the company during the calendar year, the average of 38 hours per week is calculated over the remaining period of this calendar year.

For each period of 13 weeks, you and your manager shall discuss how many hours you worked in this period that exceed or fall short of the total of 494 hours. You will make agreements about how to compensate for an excess or lack of hours worked over the next 13 weeks. You may also opt to have the excess hours paid out if you and your manager agree on this (business operations have an influence on this). You make sure that on average over a year, you work the number of hours agreed with you per week. Hours when you have been ill, holiday hours, leave hours and public holidays are included in this calculation only for the (fictitious) normal hours worked.

Companies may choose to agree on a period other than the 13-week period, whereby a period is at least one month. The allowances mentioned in Article 3.7.3 are paid per period of up to 13 weeks.

The starting point is that at the end of the calendar year, you have worked an average of 38 hours per week over this period.

If, at the end of the calendar year, you have worked more than the average of 38 hours per week over a period of one calendar year, these extra hours worked will be paid out at the applicable hourly wage plus a 25% supplement.

If, at the end of the calendar year, you have worked fewer than the average of 38 hours per week over a period of one year, this will be at your employer's expense.

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 until the end of the employment contract are paid out. If, over this period, fewer hours have been worked than an average of 38 hours per week and you have terminated the employment, these hours deducted from the final settlement at the end of the period of employment.

Min/max employment agreements

The system behind article 3.7.1 does not apply where companies have made internal agreements with the works council about schedules based on min/max employment contracts.

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

In a customer service environment, you work at most 60 hours per calendar year on Saturdays between 8 am and 5 pm without an additional allowance; in a shop, this is up to 96 hours per calendar year. You and your employer may agree on you working more hours on Saturdays per calendar year. On Saturdays, you work the number of hours proportionate to the scope of your employment contract. You will receive an allowance for the hours you worked on Saturdays that exceed the 60-hour (customer service environment) or 96-hour (shop) limit. This allowance is 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, a supplement will be due for the hours that exceed the agreed limits (Article 3.7.3).



Target group

This rule applies to employees in a customer service environment or shop.

3.7.3 For employees in a customer service environment or a shop, the following table applies:

Allowance for inconvenience	Monday to Friday	Saturday	Sunday	Public holidays
7 am to 8 am	-	100%	100%	100%
8 am to 5 pm	-	100%*	100%	100%
5 pm to 9 pm	-	100%	100%	100%
9 pm to 7 am	50%	100%	100%	100%

* this applies only if and insofar as more than 60 hours per calendar year (customer service environment) or 96 hours (shop) per calendar year are worked on Saturdays between 8 am and 5 pm. This allowance applies for the hours that exceed the 60 (customer service environment) and 96 (shop) hours worked on Saturdays in a calendar year.

3.8 Shift work

3.8.1 Working hours, continuous

If you work in continuous shifts, the working hours for the 5 shifts comprising continuous work are (7 x 24 hours =) 168 hours per cycle on average.

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

If you work full time, your employer may set a number of attendance hours in your schedule. This may not exceed a maximum of 64 hours per year. Each company can make further agreements on the number of days and how the attendance days are implemented in consultation with the works council. For each scheduled day of attendance (8 hours), you will receive an extra 0.4% shifts allowance or a day in compensation.

Target group

This rule applies to employees who work continuously in shifts.

3.8.2 Shift compensation

- a. If your work is divided into shifts, you will receive compensation in the form of time and/or money. Compensation in the form of time is scheduled and reduces your average weekly working hours. You will receive the compensation in cash in the form of a supplement to your scale salary.
- b. Compensation in the form of time and money is determined based on the weight of the schedule, expressed in points (hourly value) and calculated over a working period of 52 weeks per year.
- c. The number of points in terms of hourly value is determined by weighing the working hours in the shift roster that fall outside the annual standard working hours from 7 am to 6 pm on Monday to Friday using the supplement percentages of the inconvenience compensation in cash, as referred to in Article 3.4:
 - Monday to Friday between midnight and 7 am and between 6 pm and midnight: all hours have a 0.5-point hour value;
 - Saturday between midnight and 11 pm: all hours have a 1.0-point hour value;
 - Sundays between midnight and 11 pm: all hours have a 1.0-point hour value.
- d. For the hours in the schedule that fall on public holidays, the grid weight is determined at an hourly value of 1.0 point, after deducting the value already allocated in the previous article. The weight of your schedule determines the compensation in terms of time and money. The calculation of the shift allowance is explained in more detail in Appendix 4. For an average working time of 33.6 hours per week under the 5-shift continuous shift arrangement, the supplement is calculated based on the weight of that schedule (30%).

Target group

This rule applies to employees who work in shifts.



3.8.3 Standing in on reserve days (no overtime)

If you have to stand in for someone else on a day on which you have a reserve shift (the so-called reserve day shift), you will receive compensation for this in accordance with the rescheduled working hours arrangement for hours outside 7 am and 6 pm.

3.8.4 Transfer to another schedule

If you work in shifts, your employer may temporarily or permanently transfer you to another schedule in the interests of the company.

Temporary transfers will be for a period that has been agreed upon in advance. It may also be agreed that the transfer will last until a certain situation or event occurs. In all other cases we speak of a permanent transfer.

You will not receive compensation for a permanent transfer. Article 3.8.5 applies to temporary transfers to another shift schedule (i.e., not to day shifts or overtime).

3.8.5 Compensation for temporary transfer to another schedule

If the transfer is announced 28 calendar days or longer in advance, you will not receive any compensation.

If the transfer is announced at least 7 calendar days in advance, you will receive a rescheduled work allowance for the first 2 services performed at the maximum.

If the transfer is announced less than 7 calendar days in advance, you will receive a rescheduled work allowance for the first 4 services performed at the maximum.

If, during the temporary transfer, you work more or fewer hours than in your original schedule, these (last) hours worked (whether more or less) will be settled.

You can be transferred to the day shift for up to six months. During this temporary transfer for up to six months, your shift allowance will be fully maintained. After that, the phasing-out scheme set out in Article 3.8.6 will apply. Hours worked in excess of – or which are less than – the standard average working hours of 38 hours per week are compensated in the form of time. Compensation in the form of time for the shifts lapses for as long as the transfer to the day shift or non-continuous shift lasts.

If you have to work shifts in the period in which you are temporarily working in the day shift (while retaining your shift allowance), you will not receive an extra allowance for this.

You will not receive compensation for returning to your original schedule.

3.8.6 Reduction scheme after permanently leaving shift work

The following reduction scheme applies if you permanently leave the shift because your employer has been given you another position.



Shift years	Number of months (%)				Total
	80%	60%	40%	20%	
1	4	4	4	4	16
2	4	4	4	4	16
3	5	5	5	5	20
4	5	5	5	5	20
5	6	6	6	6	24
6	6	6	6	6	24
7	7	7	7	7	28
8	7	7	7	7	28
9	8	8	8	8	32
10	8	8	8	8	32
11	9	9	9	9	36
12	9	9	9	9	36
13	10	10	10	10	40
14	10	10	10	10	40
15	11	11	11	11	44
16	11	11	11	11	44
17 and over	12	12	12	12	48

The amounts determined in accordance with this article will be adjusted in line with the general salary policy.

If you receive other salary increases, these will be deducted from the amounts based on this reduction scheme.

If you leave shift work for medical reasons and you receive an invalidity benefit that compensates for the loss of the shift work allowance, this benefit will be deducted from the reduction amount.

For employees assigned to shift work on 1 May 2013 for 20 years or longer, the old reduction scheme continues to apply, as stated in Article 8.10 of the 2011 CLA PLb.

3.8.7 Phasing-out scheme after definitive transition to a schedule with a lower shift allowance

The reduction scheme also applies if you are permanently placed in a grid with a lower allowance.

In this case, the reduction scheme is applied to the difference between your old and new shift allowance.

3.8.8 Shift transfer

If you work in shifts, you can leave your work only when your colleague is present to take over the work.

3.8.9 Special leave and night shift

If you are entitled to special leave during the night shift, you are generally also entitled to the night before and, in special cases, to the night after.

3.8.A Flexible shift pilot

Modern scheduling techniques allow for flexible scheduling, which means more account can be taken of an employee's individual situation. This is important for employees in the context of their vitality and sustainable employability, and means that more account can be taken of



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personal circumstances and preferences.. The current CLA does not yet offer sufficient tools for setting up flexible scheduling. In case of flexible scheduling, the starting point is 'wage according to work', i.e., the inconvenience of the hours actually worked. During the term of this CLA and in consultation with the trade unions, it will be possible to experiment with flexibilization of shift work and the associated compensation on the basis of inconvenience in pilots. The results of these pilots are discussed between the parties to the collective labour agreement as input for a subsequent CLA.

3.9 Mobility and working hours

3.9.1 Working from home

Working from home means travelling directly from home to and from alternating workplaces in order to complete your work.

If your travel time from home to your first place of work and from your last place of work to home is more than one hour in total on one day, you will receive compensation in the form of time for the travel time exceeding one hour.

Target group

This rule applies to every employee who qualifies for compensation for overtime and has a home work location.

3.9.2 Travel for work (business trip)

If you have to travel for work, you are allowed to take this business trip during working hours.

However, your travel time may increase if you have to work at a location other than your usual place of work. If the travel time on a day is more than half an hour longer than usual, you will be reimbursed for the extra travel time based on your hourly wage per hour.

Target group

This rule applies to every employee who qualifies for compensation for overtime, with the exception of employees based at home.



4. WORK AND LEAVE

4.1 Holiday leave

Statutory leave is governed by the Dutch Civil Code. With full employment, you are entitled to 160 hours of statutory leave per calendar year.

Target group

This rule applies to all employees.

Taking holiday leave

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

Your employer will only reject a request for holiday leave if the company's interest calls for this. Your employer will motivate the company's interests to you in writing on request.

Sickness during a holiday

If you fall ill during a holiday, the leave booked over the period of illness will be returned to you. However, you need to prove that you could not have worked due to illness even if you had not been on holiday.

This does not apply during a leave period immediately preceding your retirement.

Holidays during illness

You can go on holiday during illness. You need to take leave for this. During your holiday, you are exempted from re-integration obligations.

Withdrawal of holiday leave

Your employer may withdraw allocated holiday leave if this is necessary in the interest of the company. Your employer will explain the company's interest to you in writing on request. If as a consequence you only had partial leave on a particular day, that day will not be booked as leave.

If you incur financial loss due to the withdrawal of previously allocated leave, your employer will reimburse you for this loss.

4.2 Public holidays

The following days are not considered as 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 work arrangement for senior employees

- a. Purpose-related leave will expire on 1 January 2019. See Appendix 7 for the text for expired Article 3.7 of the 2015-2018 CLA PLb.
- b. The work plan and leave plan will expire on 1 January 2019. See Appendix 7 for the text of expired Article 3.8 of the 2015-2018 CLA PLb.
- c. The part-time work arrangement for senior employees expires on 1 January 2019. See Appendix 7 for the text of expired Article 3.9 of the 2015-2018 CLA PLb.



WORK AND MONEY

5.1 Salary scheme

5.1.1 The employer determines the scope of your job based on a salary scheme.

5.1.2 Reference jobs are set out in the job matrix. The job matrix is included in Appendix 2. The salary level and prospect of salary growth depend on your job. Your employer will, at the minimum, pay you a salary that matches your job level.

5.1.3 At company level, a different job classification system with its own salary scales may apply for determining the salary per job. These salary scales are included in the company CLA. If a company uses this option, the job matrix with the associated salary scales of this CLA (Appendix 1) does not apply.

5.1.A Study agreement job evaluation and function-based contracts

To determine the ranking of jobs, the CLA includes job matrices and job profiles, with a link to 13 salary scales with a minimum and a maximum salary. Does this system still fit in with the current way of working? To be able to answer this question, the CLA parties will explore during the term of this CLA which job evaluation system is best suited to the PLb sector. This study also involves the usefulness and necessity of function-based contracts. The outcome of this study will have an effect on the negotiations for the forthcoming CLA. The CLA PLb is a minimum collective labour agreement, and deviating agreements may have been made in the company CLA, where the arrangements at company level are never less than those agreed in the CLA PLb. This survey relates only to the system which is relevant to the CLA PLb.

5.2 Salary scales

A salary table is included in Appendix 1 of the CLA. In this you will find a minimum and a maximum for each salary group. The minimum salary is the minimum salary earned by an employee in a certain position. The maximum salary is the maximum salary earned by an employee in a certain position.

5.3 Training period

If you are in a training period and do not yet meet all the job requirements, your employer can assign you to a lower salary scale than the scale that corresponds to your job for a maximum of three years. Your employer will make agreements with you in writing about the duration of the learning period and the development of your salary during that period.

5.4 Salary increase and one-off payment

The salaries applicable on 30 April 2021 will be structurally increased by 2% on 1 May 2021.

From 1 May 2021, you will receive a one-off payment of €400 gross, regardless of your working hours, if you have been employed by the same employer continuously from 1 January 2021. The actual payment will take place in June 2021.

5.5 Year-end bonus

5.5.1 You are entitled to an 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 on which the benefit is calculated.

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



5.6 Substitution allowance

5.6.1 If you take on another, higher-ranking position on the instruction of your employer, you will receive an allowance for this. The allowance is determined based on the regular promotion policy. In the event of a definitive appointment to the position in question, the allowance will be converted into salary. The allowance is granted once you have held the other position for more than one month.

5.6.2 If you work in shifts and replace an employee in a higher ranked job on a day shift, you will receive both the replacement allowance in accordance with article 5.6.1 and an allowance according to the compensation scheme after leaving the shifts permanently (Article 3.8.6). Your income will not fall below the salary you earned in your own role, i.e., it will include the full shift work allowance.

Target group

This rule applies to every employee working shifts.

5.7 Relocation expenses

When you are running your own household and you have to move in the interests of the company, you are entitled to a relocation expense allowance. This claim expires if you have not moved within two years of your employer informing you that you must move.

Relocation expenses allowance

The relocation costs to be reimbursed are:

- a. the costs of transporting household goods, including packing and unpacking, are fully reimbursed;
- b. refurbishment costs: €7,750.

The allowance is provided untaxed to the extent possible and based on the tax conditions applicable at that time.

Refund

If you have received a relocation expense allowance on commencement of employment, you must repay it if you resign or are made redundant due to your own fault within two years of commencement of employment and within one year of relocation.

5.8 Retirement benefit

If your employment contract ends because you are going to receive an ABP Multi-Option Pension or an IVA or WGA benefit, you will receive a benefit of 1.5 times your monthly salary.

If, at the end of your employment contract, you are partially declared unfit to work and have not yet received a pension benefit, the benefit will be calculated as if you had not been partially declared unfit to work

Your employer owes you a transitional allowance if you leave the company due to illness or disability (WGA or IVA). In that case, the payment of 1.5 month's salary will be offset against the transitional allowance.

5.9 Anniversary bonus and proportional anniversary bonus

- a. The anniversary bonus will expire on 1 January 2019. See Appendix 7 for the text of expired Article 4.9 of the 2015-2018 CLA PLb.
- b. The proportionate anniversary allowance will expire on 1 January 2019. See Appendix 7 for the text of expired Article 4.10 of the 2015-2018 CLA Pib.



6. WORK AND CHOICES

6.1 Benefit Budget

In addition to your salary, you will receive a Benefit Budget. This is a gross amount that you can spend on top of your salary each month.

Purpose

The Benefit Budget allows you to tailor your employment conditions to suit your personal situation.

You can choose periodically for which employment conditions other than money you wish to use your budget. Periodically can mean daily, weekly, monthly or yearly. If you do not make a choice, the Benefit Budget will be paid with your salary each month.

It goes without saying that the Benefit Budget must be applied within the limits of the law, this CLA and other applicable rules.

This scheme is a minimum scheme that can also be completed at company level in consultation with the trade unions. More schemes and products can be added to the Benefit Budget.

Structure

The following employment conditions are included as standard in the monthly Benefit Budget. The text of the original provisions is set out in Appendix 5.

	% in Benefit Budget ¹⁾
Holiday allowance ²⁾	8.00%
Life-course scheme contribution ³⁾	1.80%
Non-statutory leave ⁴⁾	
Basic non-statutory leave	2.00%
Above overtime limit	0.80%
Age-related leave	0.40% - 1.60%
Transitional arrangements for age-related leave	0.40% - 1.20%
Basic Purpose-related leave	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 of the 2010-2011 Energy CLA).
- 3) The life-course scheme contribution is calculated on the basis of the salary (Article 4.8 of the 2010-2011 Energy CLA).
- 4) The value of non-statutory leave is calculated on the scale salary plus the fixed personal allowance (salary per hour; Articles 4.6 and 13.6 of the 2010-2011 Energy CLA).

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

	% in Benefit Budget ¹⁾
Holiday allowance ²⁾	8.00%
Life-course scheme contribution ³⁾	1.80%
Non-statutory leave ⁴⁾	
Basic non-statutory leave	2.00%
Above overtime limit	0.80%
Age-related leave	0.40% - 1.60%
Transitional arrangements 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 of the 2010-2011 Energy CLA).
- 3) The life-course scheme contribution is calculated on the basis of the salary (Article 4.8 of the 2010-2011 Energy CLA).
- 4) The value of non-statutory leave is calculated on the scale salary plus the fixed personal allowance (salary per hour; Articles 4.6 and 13.6 of the 2010-2011 Energy CLA).

As of 1 January 2019, the basic purpose-related leave is part of the vitality budget and is no longer part of the Benefit Budget.



You will receive the (monetary) value of the aforementioned schemes in your Benefit Budget on a monthly basis. Because some of the original employment conditions could vary from one employee to another, the Benefit Budget amount may also vary from one employee to another. If you have a function-based contract, self-evidently only the value of the employment conditions you previously had will be made available in the Benefit Budget.

Target group

This rule applies until 1 January 2029 at the latest to all employees in service on 31 December 2018 who fall under the transitional arrangement of Article 7.5.2 c.

Benefit Budget as of 1 January 2019 for employees who joined the company on or after 1 January 2019

	% in Benefit Budget ¹⁾
Holiday allowance ²⁾	8.00%
Life-course scheme contribution ³⁾	1.80%
Non-statutory leave ⁴⁾	
Basic non-statutory leave	2.00%
Above overtime limit	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 of the 2010-2011 Energy CLA).
- 3) The life-course scheme contribution is calculated on the basis of the salary (Article 4.8 of the 2010-2011 Energy CLA).
- 4) The value of non-statutory leave is calculated on the scale salary plus the fixed personal allowance (salary per hour; Articles 4.6 and 13.6 of the 2010-2011 Energy CLA).

Target group

This rule applies to all employees who joined the company on or after 1 January 2019.

You will receive the (monetary) value of the aforementioned schemes in your Benefit Budget on a monthly basis. Because some of the original employment conditions could vary from one employee to another, the Benefit Budget amount may also vary from one employee to another.

Products

You can spend your Benefit Budget on the following products each month:

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

Exchange value

If you have a 38-hour working week, you can buy an extra hour of leave for 1/165 of your scale salary plus any fixed personal allowance. If you have an employment contract for 40 hours, an extra hour costs 1/173 of your scale salary.

Leave

1. In addition to your statutory leave, you can buy a maximum of 216 extra leave hours per calendar year.
2. If your employer has opted to include other types of leave (above the minimum) in the Benefit Budget, you may be entitled to a higher number of leave hours to be purchased.
3. The aim is that you take the leave hours you bought in the calendar year in which you bought them.
4. The purchased leave is credited to your (digital) leave card. Taking purchased leave is subject to the same rules as those for normal leave.
5. Once purchased, leave cannot be sold and resold (for the benefit of the Benefit Budget).



Cost reimbursements

If certain costs decrease because you buy leave, the reimbursement you receive for those costs is reduced proportionally.

Reservation

You can reserve all or part of your monthly Benefit Budget. You can use the reserved amount later in the calendar year, e.g., to buy a more expensive employment condition or to have a one-off gross amount paid out.

Any reserved budget that you do not use will be paid out to you in money at the end of the calendar year.

This reservation will remain in place until the payment in May only if you have chosen to reserve a budget for a payment of 8% in May (previously "holiday allowance").

Termination of employment

If there is still money in your Benefit Budget at the end of your employment, this will be paid to you as salary. Payroll tax and social security contributions are deducted from this amount.

Social insurance

If you opt for the product 'money' or to have your reservation paid out, this is considered salary. Payroll tax and social security contributions are deducted from the salary.

Pensionable salary

Only the part of the Benefit Budget that used to be pensionable is also pensionable upon payment. Of the standard schemes included in the Benefit Budget, only the holiday allowance was pensionable. This means the monetary value of the holiday allowance in the Benefit Budget is pensionable. The other sources are not.

6.1.A Benefit Budget study agreement

The CLA parties have found that implementing the Benefit Budget scheme is complex. The regulations differ at company level. The value of different types of leave is included in the budget. A working group made up of representatives of employers and employees is tasked with investigating whether the implementation of the scheme can be simplified. This study will also include what the impact would be if the value of ADV were to be included as a standard in the Benefit Budget.

Collective health insurance

Your employer has a collective health insurance policy in which you can participate. When you retire, you and your family members can continue to participate.

Your employer strives for non-selective access for its employees and their family members and non-selective continuation of the insurance at the end of employment.

Employer's contribution

If you participate in your employer's collective insurance and have taken out supplementary insurance as part of this, you will receive an employer's contribution of €360 gross per year (or €30 gross per month).

If you work part time, you will receive the employer's contribution in proportion to your part-time percentage. However, if this percentage is 50% or more, you will receive the full contribution of €360 gross per year (or €30 gross per month).

6.2 Collective invalidity insurance

You can participate in a collective insurance policy that protects your income or partially protects your income if you become partially incapacitated for work ('IPAP insurance'). You have to pay the premium yourself.



If you take out this insurance, you will receive a contribution of 0.25% of your pensionable salary.

7. WORK AND SUSTAINABILITY

7.1 Sustainable Employability

Our Vision

The energy market is and will continue to be in a state of flux. The transition to a sustainable energy supply, competition in the energy market, technological developments, the socio-political context, demographic developments and a rapidly changing labour market all have a significant impact on employment in the sector and the demands placed on employees and employers. These developments require employees and employers to be flexible and mobile. It is the responsibility of both employees and employers to invest in the continuous employability and development of employees, with each having their own roles and responsibilities as part of this. Without interaction and genuine cooperation based on a sense of responsibility, it will not be possible to take further steps toward sustainable employability or even make it a viable option. Working on sustainable employability is a continuous process where doing – learning by doing – is the key.

Definition of Sustainable Employability

Sustainable employability means that employees continuously have realizable opportunities in their working lives, as well as the conditions to continue to maintain their health and well-being while they work, now and in the future. This implies a work context that facilitates this, as well as the attitude and the motivation to actually seize these opportunities.

Sustainable employability is based on the joint responsibility of employers and employees. It is aimed at the present and the future and is based on the following two pillars:

1. **Employability:** The ability to have and maintain productive and rewarding work, now and in the future.
2. **Working capacity:** The extent to which employees can physically and mentally meet the demands of their work. Vitality means having the mental resilience and perseverance to perform the work with motivation and energy.

CLA parties have made agreements – at sector, company and employee level – to ensure that employees (facilitated by employers) feel ownership¹ and take responsibility for their own sustainable employability and vitality. By continuously developing themselves, employees remain 'in position' in the face of changing labour market requirements both within their own company and beyond. Employees who are and remain labour market fit² are attractive to employers.

Roles and responsibilities

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

- **CLA parties:** based on a joint vision, CLA parties bring sustainable employability to the attention of employers, managers and employees in the sector. They support them by making CLA agreements on instruments that allow employees to work on their sustainable employability in an accessible manner.
- **The works council** plays an active role in putting sustainable employability explicitly on the agenda and encouraging employees to make use of all facilities and resources. Social partners are the ambassadors for sustainable employability, with the aforementioned role of the works council and support of the trade unions.

¹ **Ownership** means that a) employees are aware of their qualities and potential, also previously acquired. b) knows where they want to achieve as a person in their working and active life, and c) have a personal plan for the future, with at least the following steps required to head toward the outlined future. Employees therefore need to have skills that make it possible to set a direction for their own career.

² By **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:** play a motivating role. They facilitate their employees by actively offering resources that provide insight into their sustainable employability and that increase the employability, vitality and working capacity of employees. They also ensure that managers can properly discuss (of: can have a good conversation about) sustainable employability with their employees and that development is given a permanent place in the ongoing performance management cycle. Finally, they encourage employees to discuss their future with their manager, create a personal development plan, and make use of the opportunities available to work on their sustainable employability.
- **Employees:** they actively use the facilities offered by the employer, discuss their sustainable employability with their manager, draw up a personal development plan, and act on it by taking concrete steps to strengthen their sustainable employability.

The parties to the CLA made the following agreements for the duration of this CLA

- **Sustainable employability** is a recognisable part of the HR policy of employers in the sector. Various tools are already being used to make and keep employees sustainably employable. The parties to the CLA have agreed that the employers will continue their efforts in this area and expand them where possible.
The current initiatives, the broad range of instruments and the good examples of the various companies in the sector (or elsewhere) are regularly discussed with each other to learn, share experiences and explore further steps that can be taken. The aim is to raise awareness among employees and managers that sustainable employability is important for everyone. Being employable is the new security for employees. Investing in your employability increases your value on the labour market.
- **Strategic workforce planning** is a tool to identify possible future bottlenecks so that adjustments can be made in a timely manner. During this CLA period, we expect companies to actively work with strategic workforce planning in order to gain insight into the necessary functions and skills of the future. This allows employees to better understand what the energy transition means, e.g., for their current position and their future job market position. Employees are included in these changes and can prepare for them.
- **The Education & Development Fund (In Dutch: O&O-fonds) of the PLb sector** plays a key role in strengthening sustainable employability by offering instruments that enable employees to take control of their careers. The extent to which employees experience ownership in order to get started with sustainable employability is answered by means of a zero measurement. Based on the results of this zero measurement, an action plan for a follow-up to the Talent Platform (which was part of the former PLb Sector Plan) is drawn up together with the working group named below.
- A working group to be set up consisting of representatives of employers and employees is tasked with researching and making concrete proposals on the following topics:
 - What do we need to do to encourage employees to take even more control over their career? How is ownership perceived by the employees and how can we increase it?
 - How can awareness be promoted among employees about the importance of working on sustainable employability? Identify the actions required to encourage the part of the target group that has not yet been reached to make use of the Talent Platform (part of the former PLb Sector Plan) or other available instruments.
 - How can employees be mobilised and encouraged to make use of the tools and opportunities in the sector, supported by ambassadors. This applies



in particular for employees in positions that are expected to disappear in the long term.

- One point for attention is the utilisation rate and the need for utilisation. Map out whether there are bottlenecks here and, if so, what is needed to solve them.
- What tools and products are needed for the next step and how do we finance them?
- What good examples do we see and what can we learn or take from this?

The working group is tasked with carrying out the survey in the first half of 2019 and will make concrete proposals based on this, with the first products being developed after the first six months of 2019.

7.2 Career policy

1. You are primarily responsible for the education and training you need to ensure you remain economically viable on the job market.
2. Your employer will support you in this by creating a personal training plan with you. You will make agreements about this each year.
3. You can ask your employer to perform an employability scan once every five years.
4. Your employer has drawn up guidelines for its career policy. In these guidelines attention is paid to the sustainable employability of employees in each age group.

Target group

This rule applies to all employees.

7.3 Personal Development Budget (POB)

You will receive a Personal Development Budget of €500 per year. This budget allows you to do activities that improve your employability.

- The Personal Development Budget can be spent on all activities whose aim is to work on sustainable employability. For example, the PDB can be used for an employability scan or other (internal or external) activities that contribute to this.
- The Personal Development Budget may also be used to receive financial advice on how financially resilient you are, using a preferred supplier selected by the employer.
- You may save up your Personal Development Budget for a maximum of three years.
- At company level, the spending options for the Personal Development Budget cannot be limited.

Target group

This rule applies to all employees.

7.4 Study costs

If you take a business-oriented study or training course, your employer will pay for it in full. You must conclude a written agreement with your employer about this in advance.

You should also make a written agreement in advance for any time you need to spend on your studies or training during working hours. As a main rule, your employer will pay for 50% of this time.

The time for taking an exam or a final exam that falls within your working hours is entirely at your employer's expense.

Your employer may withdraw an allocated allowance if you do not follow the lessons regularly or do not study sufficiently. However, this does not happen if you are not at fault for this.

Your employer can reclaim the compensation paid to you if:

- a. you terminate your studies or training courses without a valid reason;
- b. your employment contract is terminated during your studies or training;
- c. your employment contract is terminated within two years after you have completed your studies or training. In this case, the amount that your employer recovers is proportional to the part of the two-year period that has not yet lapsed.

Your employer will not reclaim the benefits paid to you if you are entitled to an unemployment



benefit after the end of your employment contract or if you retire.

7.5 Vitality scheme

The vitality scheme consists of the following 3 components:

1. vitality budget as of 1 January 2019;
2. transitional vitality budget schemes for employees in service on 31 December 2018;
3. vitality pact.

7.5.1 Vitality budget as of 1 January 2019

The vitality budget is a time-based budget; this time can be spent on vitality.

The vitality budget must be included in the calendar year in which it is built up. The vitality budget is not paid out and expires when the employee leaves the company.

The vitality budget can be converted into money, adding the monetary value of the budget to the Personal Development Budget (PDB). The monetary value is determined by the hourly wage at the time of conversion.

a. Employees hired on or after 1 January 2019

You receive an annual vitality budget of 2.5 days. If you have a part-time employment contract, you will receive the vitality budget as a proportionate amount. As of 1 January 2024, the number of days will be increased to 3.5 days per year.

Target group

This rule applies to all employees who joined the company on or after 1 January 2019.

b. Employees in service on 31 December 2018

You receive an annual vitality budget of 2 days. If you have a part-time employment contract, you will receive the vitality budget as a proportionate amount. As of 1 January 2024, the number of days will be increased to 3 days per year. The transitional arrangements in Article 7.5.2 apply until 1 January 2029 at the latest, after which you will receive a vitality budget of 3.5 days per year.

Target group

This rule applies to every employee 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 expiry of the anniversary bonus on 1 January 2019

If you are employed on 31 December 2018, you will keep the anniversary arrangement for a period of 10 years in accordance with the 2015-2018 CLA PLb (Articles 4.9 and 4.10; see Appendix 7 to this CLA). This transitional scheme shall apply until 1 January 2029 at the latest. Article 7.5.1. will then apply.

Target group

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

b. Transitional scheme due to expiry of purpose-related leave as of 1 January 2019

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

Based on this transitional arrangement, your vitality budget will be as follows as of 1 January 2019:

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

If you have a part-time employment contract, you will receive the vitality budget as a proportionate amount.



This transitional scheme shall apply until 1 January 2029 at the latest.

Target group

This rule applies to every employee in service on 31 December 2018 who is 55 years of age or older on 1 January 2019.

II. You are eligible for **extra days** in your vitality budget based on the regulation for purpose-related leave in accordance with the 2015-2018 CLA PLb (Article 3.7; see Appendix 7 to this CLA) if, on 1 January 2019, you

- are aged 53 or 54; your vitality budget will be increased by 3 days to a total of 5 days per year on 1 January 2021 or 1 January 2020, respectively
- are aged 55 or 56; your vitality budget will be increased by 3 days to a total of 7 days per year on 1 January 2021 or 1 January 2020, respectively
- are aged 57 or 58; your vitality budget will be increased by 6 days to a total of 13 days per year as of 1 January 2021 or 1 January 2020, respectively.

If you have a part-time employment contract, you will receive the vitality budget pro rata.

This transitional arrangement shall apply until 1 January 2029 at the latest.

Target group

This rule applies to every employee in service on 31 December 2018 who falls in the age category of 53 to 58 on 1 January 2019.

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

The frozen transitional scheme for age-related leave

If you fall under one of the transitional scheme for age-related leave (Appendix 9 of the 2015-2018 CLA PLb is Appendix 6 to this CLA), you will keep this transitional scheme for a period of 10 years from 1 January 2019. This transitional scheme for age-related leave has already been frozen. These days are added to the vitality budget. In companies where this leave has been added to the Benefit Budget, this remains in the Benefit Budget. If you have a part-time employment contract, you will receive the vitality budget pro rata.

This transitional scheme shall apply until 1 January 2029 at the latest.

Target group

This rule applies to every employee in service on 31 March 2001 (distribution) and on 31 December 2007 (production).

Age-related leave scheme

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

This transitional scheme shall apply until 1 January 2029 at the latest.

Target group

This rule applies to every employee in service on 31 December 2018 who is at least 40 years of age in the period from 1 January 2019 to 1 January 2029.

7.5.3 Shorter working 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 and with full pension accrual. You can do this by using your (time-based) vitality budget in combination with other forms of leave.



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7.6 Contribution to O&O fund

In this CLA period, the contribution to the O&O fund amounts to:

0.1% in 2021, based on the wage sum for 2020

0.1% in 2022, based on the 2021 payroll bill



8. WORK AND CARE

The Work and Care Act includes a number of forms of leave that contribute to the work-life balance. The law governs which forms of leave are partially and fully paid. For some forms of care leave, agreements have been made in this CLA that deviate from the statutory regulations. You will find these agreements below.

8.1 Parental leave

Parental leave is governed by the Work and Care Act. The provisions of the law apply, unless otherwise specified below.

If your employment has lasted for at least one year, your employer will pay you 70% of the statutory minimum wage that applies to you during parental leave. If you work part time, your employer will pay your wage in proportion to your working hours.

You do not accrue holiday leave on any parental leave taken.

If you wish to take parental leave, you must report this to your manager at least two months in advance.

Your employer pays and recovers the (social) contributions required to be withheld from the difference between your original salary and 70% of the applicable minimum wage, in accordance with the regular premium 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 and survivor's pension schemes, and the disability pension contribution (AAOP). The unemployment (WW) contribution is not withheld and is paid by a company that is self-insured. If a company is not self-insured, the unemployment (WW) contribution will be paid by your employer.

The CLA parties will discuss the impact of the Dutch Act on the Introduction of Extra Birth Leave (WIEG) on the parental leave scheme in the CLA PLb in preparation for the next CLA negotiations.

8.2 Extraordinary leave

You will receive paid extraordinary leave for the events listed in the table below, unless the company's interests prevail:

- a. on the day of a relocation to which Article 5.7 applies;
- b. on your wedding day/day of entering into a registered partnership and the following day;
- c. on the wedding day/day of your child's registered partnership;
- d. on the day of the death of your partner or children, foster or stepchildren up to and including the day of the funeral or cremation up to a maximum of 5 days;
- e. on the day of the death of a parent, parent-in-law, brother, sister, brother-in-law or sister-in-law and on the day of the funeral/cremation;
- f. the time required to comply with a legal obligation, unless this was your fault or due to your negligence;
- g. to work for and participate in meetings of public law bodies to which you have been appointed or elected. You should not be able to do this in your own time and you should not receive any income for it. Attendance fees and the like are not considered income in this regard: max. 15 days per calendar year.

Extraordinary paid leave can be taken to care for a sick child, partner or parent. The condition is that this care cannot be arranged in any other way. You make agreements with your manager about the duration and extent of the leave.

Physician visit

In principle, you should visit your general practitioner or specialist in your own time. If you show that this is not possible, your manager will give you special leave with retention of salary.

Your employer may have drawn up implementation guidelines for this.



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Care leave

At your request, you will receive unpaid extraordinary leave of up to two months immediately following the birth of a child in your family. If you have given birth yourself, you can immediately add this unpaid leave to your maternity leave.

Your employer pays and recovers 100% of the social contributions that must be paid during the period of unpaid leave. These contributions are the contributions for the ABP Multi-Option Pension and survivor's pensions schemes, and the disability pension contribution (AAOP). The unemployment contribution (WW) is not withheld and is paid out by a company that is self-insured. If a company is not self-insured, the unemployment contribution (WW) will be paid by your employer.

Special situations

In special situations, your employer may permit extraordinary paid or unpaid leave.

8.3 Medical examinations

You will only be examined on commencement of employment or a change of position if you are subject to special requirements in terms of medical fitness.

During the medical examination, the employer adheres to KNMG's pre-employment medical examination protocol. A doctor appointed by the employer will carry out the examination.

After the examination, you will be the first to receive the results. If an applicant withdraws before the outcome of the examination has been communicated to the employer, they may request that the results be kept confidential for the employer. They have to do this in good time.

The costs of the examination are paid by your employer.



9. WORK AND SECURITY

9.1 Illness and disability

Statutory provisions

If you are incapacitated for work, the statutory provisions of the Dutch Civil Code, the Dutch Sickness Benefits Act (ZW) and the Dutch Work and Income Act (WIA) apply, unless expressly stated otherwise in this chapter.

Working after retirement age

If you have already reached retirement age, this chapter no longer applies to you. Instead, [Article 7: 629, paragraph 2 of the Dutch Civil Code](#)³ applies.

Entitlements in the first two years of illness

1. Your salary will continue to be paid in full during the first 26 weeks of illness.
2. 85% of your salary will continue to be paid from the 27th week until the end of the second year of illness.
3. From the time you start working again, your salary will continue to be paid in full.
4. If you are partially back to work, the above applies proportionally.

Suitable work

During the first two years of illness, your employer will do its best to allow you to perform suitable work. This can be your own work under different conditions, but also other work. All work that is suitable for your strengths and abilities is suitable work, unless you cannot be asked to complete such work for reasons of a physical, mental or social nature.

If there is no suitable work for you in your employer's company, your employer will seek suitable work at another employer for you.

You must accept suitable work that you are offered.

Incapacity for work of less than 35%

If you are less than 35% incapacitated for work, you will remain in the service of your employer, unless this is not possible due to a compelling business interest. In any case, there is a compelling business interest if:

- the current workplace and work cannot be reasonably and equitably adapted in such a way that the employee who is unable to work can continue to perform their job properly;
and
- no other suitable work is present in the employer's organisation.

You will be reassigned to a suitable position if necessary.

Your employment contract and salary will be adjusted to your actual earning capacity. You will then receive a supplement of 70% of the difference between your old and your new salary. In the event of loss of hours, your unemployment benefit, if any, will be settled with the supplement.

If your employment contract must be terminated due to a compelling business interest, you are entitled to one of the following supplementary benefits:

- If you are reassigned to a suitable position with another employer, you will receive a supplement to your new salary of up to 90% of your old salary. You will receive this supplement for as long as the period for which you would have received the unemployment benefit.
- If you are wholly or partially unemployed, you will receive a supplement to your unemployment benefit and any salary up to 70% of your old salary.

Industrial accident

If an accident is caused primarily by the nature of the work assigned to the employee or by the special circumstances under which they were to be carried out, this is an industrial accident. The accident must not be

³ Transitional law applies until a time to be determined by [Royal Decree](#).



due to the fault and/or negligence of the employee.

You will also receive your full salary from the 27th week until the end of the second year of illness if the incapacity for work is caused by an industrial accident.

If you are fully and permanently unable to work as a result of an industrial accident, you are entitled to a supplement to your IVA benefit and, if applicable, your disability pension (AAOP) of up to 90% of your last salary.

If you are partially unable to work as a result of an industrial accident, you are entitled to one of the following supplements after the first two years of illness.

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

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

For the WGA wage supplement benefit, you will receive a supplement of 90% of the difference between your old and new salary that you would earn if you used your remaining earning capacity in full.

During the WGA follow-up benefit, you will receive a top-up of up to 75% of your old salary multiplied by your incapacity for work percentage for a maximum of 10 years.

If you are unable to work at less than 35% capacity due to an industrial accident, your new salary will be supplemented to 90% of your old salary. This supplement ends when the employment contract is terminated. In the event of a loss of hours, any unemployment benefit will be settled with the supplement.

Any WGA benefit or disability pension (AAOP) will be deducted from the supplements.

Reassignment within two years

Within the first two years of illness you can be reassigned to another position or to your own position with a lower salary. Until the end of the second year of illness, you will not experience any financial disadvantage compared to the situation in which you had not been reassigned.

Determining the period of illness

To determine the duration of the illness period, periods in which you did not work due to illness are added together. However, if these periods are interrupted by work for four weeks or more, this is considered to be a new period of illness.

Adjustment of salary

The old salary amount will be adjusted with a general salary change where applicable.

Expert opinion

If you and your employer differ in opinion, your employer's own health and safety service will first advise on this. If you are unable to reach an agreement, both you and your employer can request a non-binding expert opinion from UWV (Dutch Employee Insurance Agency). Amongst other things, it can be asked whether:

- a. you are or are not unfit for work;
- b. there is suitable work for you within your employer's company;
- c. your employer has done enough to help you go back to work and also whether you have done enough to go back to work.

Your employer pays the expert opinion.

Second opinion

The employee may ask the company doctor for a second opinion. The cost of this is generally borne by the employer.

End of continued payment or supplement

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



- once you have been reassigned or
- once you no longer meet the conditions or
- once your employment contract has ended or
- once you are entitled to a benefit under the General Old Age Pensions Act (AOW) or
- if you die.

Obligations

If you are unable to attend work due to illness, you must inform your employer as soon as possible. You must comply with your employer's regulations concerning illness. Your employer may stipulate that you may only return to work after they have given you express permission to do so.

If you do not meet your obligations or abuse the provisions, your employer may apply sanctions.

Your employer may refuse or suspend the continued payment of wages and supplements referred to in this chapter if you:

- have become or remained deliberately unable to work, unless you cannot be blamed for this because of your psychological condition;
- 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;
- ;
- have become unable to work as a result of a condition about which you provided false information during a pre-employment medical examination, and could therefore not be correctly assessed against the demands for the job;
- have hindered or delayed your recovery;
- fail to perform suitable work without a proper reason;
- fail to cooperate with reasonable instructions or measures given by your employer or an expert to perform suitable work without proper reason;
- fail to cooperate in drawing up, evaluating or adjusting a plan of approach to reintegration without proper reason;
- fail to comply with the rules and instructions applicable to you in the event of illness (control requirements);
- refuse to cooperate with a second opinion of the UWV (Dutch Employee Insurance Agency) as requested by your employer;
- refuse to use existing safety equipment or violate health and safety regulations and have become unable to work as a result;
- knowingly provide incorrect information or withhold information;
- have not applied for Dutch Work and Income Act (WIA) benefit on time;
- abuse the provision.

The continued payment of wages or supplements refused or suspended as a result of the above will be resumed once you comply with the relevant regulations again.

If an obligation or sanction is imposed on you in connection with your WIA benefit, your employer will, impose on you the same obligation or sanction as much as possible in relation to your supplement to the WIA benefit.

If the WIA benefit is reduced or fully or partially refused as a result of your actions,, your employer will notionally assume a full WIA benefit when determining your supplement to the WIA benefit.

Dismissal due to occupational disability

If your employer wants to dismiss you due to incapacity for work as a result of illness, they must follow the applicable procedure.

In this case, your employer may terminate your employment contract with a notice period of one month. This period differs from the periods in the Dutch Civil Code.



Concurrence with other income

Income received due to the stipulations of this chapter, together with income from statutory insurance or from work aimed at facilitating your recovery, cannot exceed your final salary when taken together.

When you have income from or in connection with work or your own business, that income will be deducted from the amount to which you are entitled under this chapter, unless:

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

Reimbursement of expenses after an industrial accident

If your incapacity for work is caused by a work-related accident, your employer will reimburse you for the necessary medical costs or care costs that remain at your expense.

Your employer may set out further rules for this.

9.2 A Repair accrual and duration of unemployment benefit

Repair accrual and duration of unemployment benefit

For employees who are under the service of an employer who bears the excess under the Unemployment Insurance 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. The maximum duration of this extended unemployment benefit is 38 months. The risk bearer is the employer who, based on Articles 72a and 79 of the Unemployment Insurance Act, bears the excess for the unemployment benefit costs of their ex-employee and is responsible for the reintegration of their ex-employee.

9.2 B Supplement to unemployment benefit in case of unemployment as a result of reorganisation

Supplement to unemployment benefit in the event of reorganisation

You are entitled to a supplement to your unemployment benefit if your employment contract ends because your job is made redundant as a result of a reorganisation, company closure, or reduction of work.

This arrangement does not apply if the end of your fixed-term employment contract coincides with a reorganisation.

Duration of supplement to unemployment benefit

The supplement to the unemployment benefit starts on the first day of the unemployment benefit. The duration depends on the number of uninterrupted years of service in the sector, where one full year of service entitles the employee to one month's supplement. A service year in the sector is a year in which you have worked continuously in the PLb sector based on an employment contract with any company. If you have worked continually in the wider sector of Energy-WENB within the same group to which your employer belongs, the number of uninterrupted years of service in this wider sector shall count. This means your previous employers within the group must have been affiliated with the CLA PLb, the CLA NWb or previous CLAs.

The supplement ends at the latest on the end date of the (extended) unemployment benefit (maximum 38 months).

If the unemployment benefit is suspended for a reason other than because you have another job, the supplement will stop during the period of suspension. The payment of the supplement is resumed when the unemployment benefit is resumed. The remainder of the supplement that you have not yet received is then again allocated as a supplement to the unemployment benefit.

In any case, the supplement ends once there is no longer any entitlement to an unemployment benefit.



Amount of the supplement to the unemployment benefit

The unemployment benefit is supplemented to 85% of your last-earned salary⁴. The salary on which the supplement is calculated amounts to a maximum of €85,000 gross per year.

All income (such as salary, unemployment benefit and sickness-related unemployment benefit) is included when calculating the supplement.

Expiry of supplement to unemployment benefit

Providing you are entitled to unemployment benefit from UWV, you must comply with its instructions and regulations.

If the statutory unemployment benefit is refused in whole or in part by UWV because you fail to comply with the obligations to prevent or terminate unemployment, the supplement to the unemployment benefit will, in any case, be stopped in whole or in part to the same extent as the sanction imposed by UWV.

This also applies if you temporarily receive no or a lower unemployment benefit as the result of a cut back attributable to you.

In addition, you must comply with the instructions given by or on behalf of the employer during both the statutory and extended unemployment benefit period. If you fail to do so, the employer may decide to terminate (the supplement to) the (extended) unemployment benefit in full or in part, either permanently or not. During the statutory unemployment benefit period, the employer can only take such action if UWV, despite a request thereto by or on behalf of the employer, refuses to impose a measure on the employee.

In any case, you will permanently and fully lose your entitlement to the unemployment benefit supplement if you:

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

Supplement to a sickness benefit

If, during the period in which you receive a (statutory) unemployment benefit, you will receive a sickness benefit from UWV. This (statutory) benefit is also supplemented up to the above-mentioned percentage.

An employee who becomes unable to work as a result of her pregnancy receives a supplement of up to 100% for the period until the start of the pregnancy and childbirth benefit.

When calculating the supplement, all the income you have (such as salary and unemployment benefit) is included.

If you temporarily receive no benefit or a lower benefit as the result of a cut back for which you may be blamed, the supplement will be based on the benefit amount you would have normally received. If the sickness benefit is refused in whole or in part by the UWV because you fail to fulfil your obligations, the supplement will also be stopped, whether in full or in part, to the same extent as the sanction imposed by the UWV.

The supplement ends when the supplement to the unemployment benefit is also terminated or when the sickness benefit ends.

9.3 Death benefit

In the event of your death, your salary will be paid up to and including the month of your death. The following person(s) will receive a payment of three times your last salary as soon as possible after your death:

⁴ Contrary to the salary concept in the CLA, article 7.2 includes the end-of-year bonus in the salary.



- a. ; or
- b. if you do not have a spouse, your underage legal, natural and foster children; or
- c. if you do not have any underage children, your parents, adult children, brothers or sisters if you are their breadwinner.

If you are also not the breadwinner for these persons, your employer can use the benefit in full or in part to cover the costs of your last illness and the funeral or cremation, insofar as these costs cannot be paid out of your inheritance.

If you are also entitled to a death benefit on the grounds of the WIA or another arrangement, the benefit payable by your employer will be reduced accordingly.

Death as the result of an industrial accident

In the event of your death as a result of an industrial accident that you did not cause intentionally, a benefit of 18% of the survivor's pension will be paid to those entitled to a survivor's pension from the ABP pension fund.

This benefit ends once you are entitled to a state 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 have insurance against the risks of third-party liability. In doing so, they must also insure the risk of third-party liability for any damage you inflict on others during your work, including colleagues.

If the insurance does not cover the damage, your employer can recover the damage from you if the damage was caused by you intentionally or due to intentional recklessness.

9.5 Adjustment of job level (demotion)

You can agree with your employer that you will be given a less taxing, lower-paid position. As a result, you will also receive a lower salary. If your age is less than or equal to 10 years before the applicable standard retirement age, you can ask your employer to continue your pension accrual based on your old salary.

9.6 Pension

The pension scheme of the ABP pension fund applies. You can find detailed information about the pension scheme on the ABP website (www.ABP.nl).



10. WORK AND TRADE UNIONS

10.1 Contribution to trade unions

10.1.1 An employer pays the trade unions €17 per employee per year. The number of employees on 1 January of the year is decisive.

10.1.2 The contribution per trade union that is party to the CLA is determined in proportion to the number of trade union members working in the sector. The trade unions mutually arrange the distribution of the contributions.

10.2 Leave for trade union activities

If the company's interests allow it, you will receive paid leave at the written request of a trade union:

- a. to participate as a board member or as a delegate in courses and meetings of the bodies governed by the trade unions' statutes (maximum 26 days per calendar year);
- b. to participate in training and educational meetings to be held by the trade union, insofar as the previous paragraph or the Works Councils Act does not provide for this (maximum five days per calendar year).

10.3 Reorganisation

10.3.1 An employer who intends to carry out a reorganisation requests timely advice from the Works Council.

10.3.2 The employer will also inform the trade unions if the consequences of the intended reorganisation or closure of the company cannot be offset by the existing employment conditions.

In that case, the social plan agreed between the parties will apply. This social plan regulates the social consequences resulting from the reorganisation at employers in the sector for production and supply companies that are affiliated with the WENB employers' organisation and bear the excess for the Unemployment Insurance Act. The social plan applies to reorganisations for which a request for advice has been submitted to the Works Council in the period from 1 November 2018 to 31 December 2021 in accordance with Article 25(1) under c, d, e or f of the Works Councils Act (WOR).

10.3.3 Information submitted in connection with the above will be treated confidentially at the request of one or both parties.



11. WORKING GROUPS

11.1 Working group RVU and Leave Saving

The CLA parties set up the joint working group for early retirement and leave saving. During the term of the CLA, this working group will study the effect of the pension agreement and the subsidy scheme Maatwerk Duurzame Inzetbaarheid en Eerder Uittreden (MDIEU) concerning sustainable employability and early retirement, which was initiated by the O&O fund PLb. The working group's task is to propose recommendations for frameworks relating to leave saving and early retirement. The working group also looks at the possibilities and frameworks to make use of the MDIEU scheme within the sector. The working group reports to the parties to the CLA.

At the start of the working group, the working group RVU and Leave Saving will make an estimate of the time required. The working group also sets the deadline for the completion of the assignment. The working group will present its advice to the parties to the CLA in good time so that the advice can be included in the next collective labour agreement consultations.

11.2 Working group CLA text

The CLA parties set up the joint working group CLA text. This working group will make recommendations for improving the CLA text so that it can be interpreted correctly, completely and unambiguously, and is readable by employers and employees. The CLA only contains texts for which the relevance for employers and employees is clear. As this working group works with the CLA text, the text of the 2020-2022 CLA PLb is virtually unchanged compared to the 2018-2020 CLA PLb.

At the start of the CLA text working group, the working group makes an estimate of the time required. The working group also sets the deadline for the completion of the assignment. The working group will present its advice to the parties to the CLA on time so that the advice can be included in the next collective labour agreement consultations.



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ABBREVIATIONS USED

AAOP	ABP Disability Pension
ABP	General Civil Pension Fund
RTW	Reduction in Working Time
ATW	Working Hours Act
CC	Civil Code
CLA	Collective Labour Agreement
DPSP	Disability Pension Supplementation Plan
IFO	Income Provision
IVA	Scheme for Fully Occupationally Disabled Persons
PES	Part-time Employment for Senior Citizens
UWV	Dutch Employee Insurance Agency
WAA	Working Time Adjustment Act
WGA	Regulation on Resumption of Work for Partially Disabled Persons
WIA	Law on Work and Income according to Ability to Work
WOR	Works Councils Act
WW	Unemployment Insurance Act
ZW	Sickness Benefits Act

**APPENDIX 1 SALARY TABLE****Salary table for PSC as of 1 May 2020**

Job scale	Minimum (€)	Maximum (€)
1	Minimum youth wage 18 through to 20 years of age	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

Salary table for PSC as of 1 May 2021

Job scale	Minimum	Maximum
1		
2	Youth minimum holiday allowance	1687
3	Minimum holiday allowance	1914
4	Minimum holiday allowance	2050
5	1902	2184
6	2062	2347
7	2243	2551
8	2518	2799
9	2720	3131
10	2957	3498
11	3242	3931
12	3578	4462
13	3908	4915



APPENDIX 2 JOB MATRICES

Class	Management	Staff	Technology	Facilities	Administrative /Economic	Information/Automation	Commercial Market/Customers
3				Facilities Employee			
4			Assembly Employee/ Installation Engineer	Warehouse Employee Archive Employee	Meter Reader		
5			Service Technician		Administrative Employee Creditor Administration Employee Customer Administration Employee		Call Centre Agent
6		Personnel Administration Employee	Technician (electrical) Service technician (electrical or mechanical)				
7			Station Technician Production Technician Service Technician (mechanical or electrical)	Management Assistant	Accounting Employee	Helpdesk Employee (ICT)	Customer Service Employee (Call Centre)
8			Supervisor/Work Planner for Installations (electrical) Measurement and Security Technician Public Transport Engineer Chief Technician for Maintenance (mechanical or electrical)		Financial Administration Officer (Accountant)		
9		PR and Communication	Grid Designer (electrical)				



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		Employee					
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10					Financial Reporting and Management Information Officer	Application Manager	Account Manager (medium-sized accounts)
11		HR Advisor Key Account Management & Security Adviser	Shift Leader/Production Team Leader Dispatcher	Senior Purchaser		Business Systems Information Analyst	Marketing Advisor
12	Maintenance & Faults Manager		Asset Manager Reliability Engineer			ICT Project Leader	Product Manager Trader Senior Account Manager
13	Head of Operations		Technology Project Manager Business Planner				

APPENDIX 3 JOB PROFILES

Section 1.01 Class	Section 1.02 Job Name	(a) Management Tasks Section 1.03	Core tasks	Training Indicator Level
3	Facilities Employee	Not applicable	Fulfills the role of facility manager at the assigned locations; this means: 1. Using a checklist to check various facility-related matters and take action if necessary, and 2. Carrying out all facility activities that occur (both planned and requested). Carries out preventive and corrective civil maintenance. Records the work performed. Supervises and controls the work of third parties.	Vocational education
4	Assembly Employee / Assistant Technician	Not applicable	Assists technician (electrical, mechanical) and technicians in execution tasks. Performs excavation work. Makes simple recordings and checks.	Secondary vocational education level 1, guided learning programme (lower technical college + assistant technician for low-voltage networks)
4	Warehouse Employee	Not applicable	Carries out warehouse work. Receives, sorts, checks, stores, conditions and issues warehouse goods	Pre-vocational education & industry-based training
4	Archive Employee	Not applicable	Systematically archives documents, checks for completeness and registers documents in the archive register. Orders and arranges the issue of office supplies. Provides documents for inspection and creates digitally recorded documents.	Secondary vocational education level 1, guided learning programme (knowledge centre administration, archive) SOD1
4	Meter Reader	Not applicable	Records meter readings, possibly with a handheld computer. Identifies irregularities. Informs and reports. Checks meters for placement and operation. Disconnects and connects devices, e.g. due to moving house. Carries out checks when empty. Exchanges information with customers.	Pre-vocational education in low voltage and gas safety instruction

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5	Service Technician	Not applicable	Makes (secondary) electrical connections (low voltage), gas (low pressure), heat and water. Completes tasks pertaining to the meter/control cabinet. Detects leaks. Perform 1 st -line fault service (main fuse, gas complaints, leaking main valves, exchanging meters).	Secondary vocational education level 2, guided learning programme (Secondary vocational education level 1 plus job-oriented training courses)
5	Administrative Employee	Not applicable	Supports the administrative process. Enters data into the system. Monitors the progress of requests for quotes, etc. Keeps track of the archive: types correspondence.	Secondary vocational education level 3, guided learning programme
5	Accounts Payable Employee	Not applicable	Carries out accounts payable (recording, checking, reporting and making invoices payable). Registers sales tax for VAT declarations.	Secondary vocational education level 3 with practical degree in accounting
5	Customer Administration Employee	Not applicable	Processes the daily mutation flow in various customer files. Carries out billing work for the energy supply and other receivables.	Secondary vocational education level 2, guided learning programme (administrative)
5	Call Centre Agent (customer process)	Not applicable	Provides general information to customers about products and services, including regarding delivery, termination and relocation. Performs outgoing calls about service, after sales, etc. using a script. Carries out administrative work.	Vocational education Secondary vocational education level 3 or call centre employee training, regional training centre



6	Personnel Administration Employee	Not applicable	Carries out personnel administration and correspondence before commencement of employment, appointment, transfer and dismissal. Processes changes in the personnel information system. Supports HR consultants on an administrative level. Informs employees about the application of company regulations.	Secondary vocational education level 3, guided learning programme (secretary with elective field personnel administration)
6	Technician (electrical)	Not applicable	Works in the medium-voltage/low-voltage distribution network for construction, management and maintenance. Switches on mains electricity. Sets up medium-voltage stations. Perform 1 st -line fault service. Informs customers about interrupting delivery. Gives instructions to contractors' employees.	Secondary vocational education level 3, guided learning programme (1 st technician for medium-voltage installations) (lower technical college and Association for the Promotion of Electrotechnical Vocational Education)
6	Service technician (electrical or mechanical)	Not applicable	Carries out maintenance work and corrects faults in mechanical systems and components of energy conversion installations, according to established standards of quality, safety and timeliness, in order to achieve maximum availability.	Secondary vocational education level 3, guided learning programme (1 st medium-voltage installation technician) (lower technical college and Association for the Promotion of Electrotechnical Vocational Education)
7	Station Technician	Not applicable	Performs switching operations in HV and LV installation. Performs quality checks, sets up and tests equipment. Carries out maintenance and new construction work on primary, secondary and tertiary installations. Performs repair service.	Secondary vocational education level 4, guided learning programme (technician for medium-voltage installations)
7	Production Technician	Not applicable	Contributes to uninterrupted electricity generation by performing operational and control activities (under the responsibility of a Senior Production Technician) at the control station and on site (boiler house, turbine room and other installations), including carrying out 1st-line maintenance work.	Secondary vocational education for all-round operational technician or Mechanical engineer at power plants (REWIC – electricity and heat)
7	Service Technician (mechanical or electrical)	Not applicable	Prepares and performs maintenance work. Remedies (complex) faults in electrical measurement and control automation technology systems and components of energy conversion installations according to established standards of quality, safety and timeliness, in order to maximise the availability of the	Secondary vocational education level 4

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			energy conversion installations.	
7	Management Assistant	Not applicable	Provides secretarial support to managers and management members. Handles incoming mail and monitors handling. Updates the archive. Arranges internal and external meetings and makes agreements.	Secondary vocational education level 4, school-based or advanced secondary education + Schoevers educational institution
7	Accounting Employee	Not applicable	Carries out accounting activities. Assists in preparing reports. Monitors the quality of the recording process. Performs administrative activities, such as offsetting work for third parties. Carries out correspondence and maintains contact with third parties, including for claims.	Secondary vocational education or advanced secondary education + MBA Secondary vocational education level 4
7	Helpdesk Employee (ICT)	Not applicable	Provides 1 st -line support to end users of PCs. Detects bottlenecks and makes proposals for improvement.	Secondary vocational education level 4, school-based (IT)
7	Customer Service Employee (Call Centre)	Not applicable	Handles questions and complaints by phone and handles them according to standard procedures where possible. Provides information over the phone and advice on invoicing, bills, meter readings, payments and collections, products, tariffs, connections, energy savings and installations. Receives error messages and analyses them. Draws up payment arrangements within agreed frameworks. Conducts phone surveys.	Secondary vocational education level 4, school-based (technical and administrative) or advanced secondary education Targeted training on call centre activities



8	Supervisor/Work Planner for Installations (electrical)	Provides functional leadership to 1 – 5 employees Manages contractors	Develops detailed network plans for the realisation of electrical installations and reserves materials. Oversees implementation of projects. Switches on mains electricity. Perform calculations. Performs 2 nd -line repair service. Maintains contacts with customers, contractors and installers. Observes the continuity of the energy supply.	Secondary vocational education level 4, school-based (secondary technical school, electronics)
8	Measurement and Security Technician	Not applicable	Manages security systems in 10 KV stations. Installs and manages accounting measurement setups. Analyses voltage complaints.	Secondary vocational education level 4, school-based (electronics)
8	Public Transport Engineer	Not applicable	Oversees projects, costing and quotations for public transport projects in consultation with clients and staff offices. Provides project drawings. Maintains contacts with clients. Takes care of correspondence.	Secondary vocational education level 4, school-based (secondary technical school, electronics) Knowledge of public transport and lighting
8	Chief Technician for Maintenance (mechanical or electrical)	Manages 1 – 5 employees. Manages contractors	Manages and co-executes repair, maintenance, overhaul and modification work. Performs management support activities as a technical specialist.	Secondary vocational education level 4 (mechanical or electrical) + course in work preparation
8	Financial Administration Officer (Accountant)	Not applicable	Monitors the integrity of the general ledger and handles payment transactions. Draws up parts of the annual accounts and carries out internal audits. Performs subsequent calculations and analyses and sets standards.	Secondary vocational education level 4, school-based (business and commerce)
9	PR and Communication Employee	Not applicable	Carries out projects in the field of communication. Develops documentation. Organises promotional activities (e.g. during product introduction).	Higher professional education (communication)
9	Grid Designer, Electrical	Not applicable	Designs expansions and modifications of distribution networks and installations and connections (MV/LV). Draws up budgets and quotations for municipalities (reconstructions, etc.). Arranges part of the preparations and transfers the projects. Supports the coordinator and technical staff in consultation with municipalities, project developers, etc. Explains the plans internally and externally.	Higher professional education level (secondary technical school +)
10	Finance Officer Reporting and management Information	Not applicable	Performs economic analyses and reports on them. Assists with drawing up the business plan. Draws up monthly and quarterly reports.	Higher professional education (higher economic and administrative)



				education/state exam)
10	Application Manager	Not applicable	Manages and maintains functional medium-sized applications and supports users with their usage. Draws up the user manual. Carries out authorisation and administration. Assists with analysing information requirements	Higher professional education level (business/IT)
10	Account Manager (medium-sized accounts)	Provides functional leadership to a number of employees	Maintains relationships with assigned medium-sized accounts. Draws up account plans. Advises the customer on potential savings or products.	Higher professional education (technical/commercial)



11	HR Advisor	Provides functional leadership to administrative employee(s)	Supports and advises management in the operational execution of personnel-related work. - recruitment and selection; - training and education; - career policy; - remuneration and job evaluation; - assessment. Advises the management on the analysis and adjustment of the policy. Gives information and instruction to managers and employees. Maintains contacts with institutions and agencies.	Higher professional education (personnel work)
11	Key Account Management & Security Adviser	Provides functional leadership for key account management (KAM) projects (30-50% of the time)	Is responsible for developing, implementing and achieving KAM objectives. Provides advice about this. Ensures alignment of KAM policy.	Higher professional education (higher technical school, electrical)
11	Shift Leader / Production Team Leader	Manages 1 – 10 employees.	Leads a production team for each generation unit, aimed at achieving optimum process efficiency while meeting the established safety and environmental requirements (in this case operational standards).	Higher professional education, all-round operational technician
11	Dispatcher	Not applicable	Uses the intraday and day-ahead production units with optimum economic efficiency, taking into account the preconditions. Responds to (intraday) opportunities that occur throughout the day in the electricity and balancing markets. This also applies in the event of disruptions and in the very short term. Setting up the electrical, technical and regulating & reserve capacity programmes.	Higher professional education / academic education
11	Senior Purchaser	Not applicable	Conducts market research for the purchase of (strategic) goods and services. Makes choices from offers and concludes (framework) contracts with suppliers. Negotiates products and prices with suppliers.	Higher professional education (commercial economy)
11	Business Systems Information Analyst	Not applicable	Analyses the information requirements for larger systems. Coordinates, leads or participates in project groups. Lists user preferences. Provides implementation training.	Higher professional education (IT)
11	Marketing Advisor	Not applicable	Assists Product Management and Sales in entering market(s). Researches external market developments in various segments of the market. Provides databases, performs analyses, and supports the creation of marketing plans. Contributes to marketing strategy and policy.	Higher professional education (commercial economy + marketing)
12	Maintenance & Faults Manager	Manages an average of 50 employees	Ensures optimum, uninterrupted operation of the distribution networks. Arranges planning and crew breakdown service. Draws up time schedules for maintenance and analyses the results of the maintenance activities. Consults with municipalities, contractors, suppliers and customers.	Higher professional education (higher technical school, electrical) Higher gas technology modules
12	Asset Manager	Not applicable	Manages and optimises part of the installations, aimed at meeting safety, environmental and other legal requirements and optimising the reliability and maintenance costs of the installations.	Higher professional education technology + business administration or business economics



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12	Reliability Engineer	Not applicable	Achieves optimal deployment of generation units in terms of safety, efficiency and availability by developing, implementing and improving/updating installation management concepts, advising and providing direct support and coordination for projects within the area of expertise.	Higher professional education technology
12	ICT Project Leader	In charge of project teams (long-term projects) as a project leader	Realises large-scale ICT projects by structuring, organising, steering and evaluating. Optimally implements new ICT developments and applications in the business processes.	Higher professional education or academic education (IT)



12	Product Manager	Leads the entire product life cycle as project leader	Contributes to the development of the product portfolio Develops new products. Initiates the launch of products on the market. Oversees projects toward successful market development. Ensures market introductions.	Higher professional education / academic education (business administration)
12	Trader	Not applicable	Trades and arbitrates in the portfolio-defining electricity markets. Carries out assignments from the long-term electricity market (equal to or longer than one day) in order to increase the value of assets, make hedging profit and promote market liquidity.	Academic education
12	Senior Account Manager	Provides operational and functional leadership to a few account managers in a market segment	Manages large accounts. Advises and concludes contracts. Negotiates with free customers. Draws up account plans. Makes agreements with network companies. Participates in new product projects.	Higher professional education (commercial/technical) or Academic level of working and thinking
13	Head of Operations	Leads team leaders and production engineers on the day shift	Ensures the execution and monitoring of the production process and fault maintenance in accordance with production planning, environmental and safety requirements and the performance requirements of the means of production in order to achieve optimum production of electrical and thermal energy. Leads the commissioning and decommissioning of production resources and ensures quality.	Higher professional education technology or academic education
13	Technology Project Manager	In charge of project teams (long-term projects) as a project leader	Translates policy choices into concrete project plans, draws up budgets and sets a schedule. Oversees the realisation of large-scale and special company-wide transformation projects.	Higher professional education or academic education for level of work and thinking (technical business administration)
13	Business Planner	Not applicable	Draws up policy proposals for the long-term planning of the company. Formulates proposals for improvements to the (main) processes within the company in order to increase efficiency. Anticipates market developments by carrying out market analyses and high-quality studies.	Academic education



APPENDIX 4 CALCULATION OF SHIFT ALLOWANCE

Compensation

1. Under a continuous shift arrangement, the total number of points in terms of hourly value per year – corresponding to the calculation in Article 3.8.2 – is multiplied by a factor of: 0.9574. Under a non-continuous shift arrangement, this factor is: 0.8050. The result of this multiplication is divided by the number of shifts.
2. The above allowance(s) is (are) considered full compensation for all aspects related to the shift work or continuous shift arrangement, including shift handover.

Time-based compensation

1. Time-based compensation is determined by the difference between the scheduled annual working hours and the working hours on an annual basis of an average of 38 hours per week in the case of full-time employment, where the time-based compensation of 1 hour corresponds to 1 point in terms of hourly value.
2. Time-based compensation is included or indicated by the employer in the schedule.

Cash-based compensation

Cash-based compensation is determined by dividing the difference between the number of points in the hourly value calculated in accordance with the first article above and the time-based compensation granted in the second article above over the working hours on an annual basis of an average of 38 hours per week (in the case of full employment).

Holiday allowance

1. This article is for public holidays, and is not applicable to employees classified as working in shifts if and insofar as the compensation referred to in this article is factored into time and cash-based compensation.
2. For every other public holiday, the employee receives compensation as defined in Article 3.3.5 for every hour they work according to the schedule.
If the employee does not actually provide a service, whether or not as the result of incapacity for work, the compensation in the previous paragraph will not be granted.

Calculation of shift allowance

The hourly value for the 5-shift continuous shift arrangement is:

-	from Monday to Friday, 1 pm * 0.5 points 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
	<u>points; total per week</u>	80.5
		points;

Per year over 52 weeks: 52 * 80.5 points = 4,186 points. Increased by 105 extra points for public holidays included in the schedule = 4,291 points total.

Compensation

After multiplying by the factor: 0.9574, the total value of this schedule is 4,108.2 points. Per shift, this amounts to an average of $(4,108.2 / 5 =) 821.6$ points. This is the total calculated compensation per shift, which is split into time-based compensation and cash-based compensation.

Time-based compensation

Time-based compensation is the difference between a working week of 38 hours and the number of actual working hours per week. Time-based compensation under the 5-shift continuous shift arrangement is based on 52 weeks: $52 * (38 - 33.6) = 52 * 4.4$ hours = 228.8 hours.

Cash-based compensation

Cash-based compensation is calculated by subtracting the time-based compensation from the total point value per shift and then dividing the result by the number of standard annual hours:

In other words: $(821.6 - 228.8 =) 592.8$ points to be divided by $(52 * 38 =) 1,976$ hours.

For a working time of 33.6 hours under the 5-shift continuous shift arrangement, this results in a supplement of $(592.8 / 1,976)$
= 30%.



APPENDIX 5 BENEFIT BUDGET SOURCES

Benefit Budget Sources

The article references included in this appendix refer to the article of the last CLA in which this article was mentioned.

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

Article 4.8 (2010-2011 Energy CLA)

Lifetime contribution

An employee who was born after 1949 and an employee who was born before 1950 but who was not continuously employed by an employer as of 1 April 1997 is entitled to an employer's contribution to the career savings scheme of 1.8% of their salary.

The employer's contribution is not pensionable.

The lifetime contribution is made available monthly in the Benefit Budget (Article 6.1).

Article 4.9 (2010-2011 Energy

CLA) Holiday allowance

1. The employee is entitled to a holiday allowance for each period in which they are entitled to a salary.
2. The holiday allowance per calendar month is 8% of the salary that applies to the employee in that month (excluding holiday allowance), on the understanding that for the employee who is 21 years of age or older in the applicable month, an amount is paid, at the minimum, 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),

with the amount being reduced proportionally when performing work on a part-time basis.

3. The year in which the holiday allowance is calculated runs from 1 June to 31 May. The holiday allowance is paid annually in May.
4. If the employment contract is terminated during the course of the year, payment of the holiday allowance will take place at that time and will take place over the period between the end of the last elapsed period for which the holiday allowance was paid and the date of dismissal.

The holiday allowance is made available monthly in the Benefit Budget (Article 6.1).

Article 9.1 (2010-2011 Energy CLA)

Duration of non-statutory leave

In view of the situation as at 1 January of the calendar year in question, the duration of non-statutory leave in the event of full-time employment on an annual basis is set at:

- 40 hours of non-statutory leave; plus
- 16 hours of extra non-statutory leave for employees above the overtime limit (see Article 6.6 of the 2010-2011 Energy CLA).

The monetary value of non-statutory leave is made available monthly in the Benefit Budget (Article 6.1).



Article 9.2 (2010-2011 Energy CLA)

Increase in holiday leave

In the event of full-time employment, the employee is also entitled to extra leave hours on an annual basis according to the schedule below. The age that the employee reaches in the calendar year is decisive.

Age for extra leave

hours 40 to 49:	8
50 to 54:	16
55 to 59:	24
60 and older	32

The monetary value of the increase in holiday leave is made available monthly in the Benefit Budget (Article 6.1).

NB: The transitional arrangements for age-related leave are included in Appendix 6 to this CLA.

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

Article 11.1 (2010-2011 Energy CLA)

Claims for leave for a purpose

The employee is entitled to 8 hours of leave for a purpose on an annual basis.

The monetary value of this 8-hour leave for a purpose is made available monthly in the Benefit Budget (Article 6.1).



APPENDIX 6 TRANSITIONAL AND WARRANTY ARRANGEMENTS

The article references included in this appendix refer to the article of the last CLA in which this article was mentioned.

Guarantee of new shift system for Production

For existing shifts, the (old) allowance percentage referred to in Chapter 5A of the 2001-2003 Sector CLA Production is guaranteed for employees who were in service on 1 January 2002 and for whom the sector CLA Production was applicable at that time. This takes into account the increase of €22.69; the minimum calculation basis of €1,905.88 and the two extra days per year (Article 37(4) and (5); Article 38(1) of Part II of the 2000-2001 Collective Labour Agreement for Energy and Utilities).

Distribution

The (old) allowance percentage as referred to in Chapter 7 of the 2005-2007 Sector CLA Distribution is guaranteed for employees who were employed and worked in shifts on 31 May 2007 and for whom the Sector CLA Distribution applied for the schedule in which they were classified on 31 May 2007.

Transitional scheme for reduced working hours for older employees and partial employment arrangement for senior citizens (PAS)

1. An employee who was in service on 31 March 2007 and who is 55 years or older on 1 April 2007 may (continue to) use the PAS scheme and/or the reduction in working time for older employees. They have a one-time opportunity to opt for the new scheme. A working hours and leave plan is also drawn up with these employees.
2. An employee who is employed on 31 March 2007 and who is 53 or 54 years of age on 1 April 2007 can, from the age of 57, make use of the transitional arrangement that continues to apply for the rest of their years of service for each reduction level:
53 year: 170 hours per year
54 year: 210 hours per year

This transitional arrangement replaces the purpose-related leave to be granted in accordance with Chapter 11 of the 2010-2011 Energy CLA.

Reduced working hours for older employees

This Article shall apply until 1 April 2007.

1. a. Every employee is entitled to a reduction in working hours, in accordance with the provisions below, with effect from the day on which they turn 57 years of age.
b. Company-wide agreements can be made for employees classified as full-time employees regarding how short-time work provided for in paragraph 2 is granted.
2. The reduction in working time referred to in paragraph 1(a) shall consist of a reduction in the daily total working time, with an hour for employees aged 57 to 62 and one and a half hours for employees aged 63 and over.
At the employee's request, instead of the aforementioned daily reduction in working hours, the employee shall be permitted to reduce their working hours by two days per month and two days per quarter for employees aged 57 to 62, and by three days per month and three days per quarter for employees aged 63 and older. For part-time employees, this application is made in accordance with the provisions of Article 5.6 of the 2010-2011 Energy CLA.
3. During the period in which short-time work takes place on medical grounds, the entitlement to short-time work as referred to in paragraph 2 shall lapse.
4. If the employee to whom the provisions of paragraph 2 apply does not exercise their right, this shall expire until the day on which they inform the employer in writing that they wish to exercise their right from now on.
5. Claims to short-time work may not be replaced by a payment in cash.



Partial employment arrangement for senior citizens

This Article shall apply until 1 April 2007.

Employees aged 55 and older are offered the opportunity on a voluntary basis to make use of a partial employment arrangement for senior citizens (PAS).

The scheme has the following content:

1. 55 and 56-year-olds can work a 1/2 day shorter per week while retaining 97.5% of the salary and by surrendering 13 days with reduced working hours and 1/10 holiday leave* as referred to in Article 9.1 of the 2010-2011 Energy CLA.
2. 57- and 58-year-olds can work 1 day a week less while retaining 95% of their salary and by surrendering 13 days with reduced working hours, 1/5 holiday leave* as referred to in Article 9.1 of this CLA and 1/2 hour less work (regulation for reduced working hours for older employees).
3. 59-year-olds and older workers can work 2 days a week less while retaining 90% of the salary and by surrendering 13 days with reduced working hours, 2/5 holiday leave* as referred to in Article 9.1 of this CLA and 1 hour less work (regulation for reduced working hours for older employees).

Any remaining instances of 1/2 hour less work per day under paragraphs 2 and 3 will be converted into 16 leave days per year. Paragraphs 3, 4 and 5 of the reduced working hours scheme for older employees shall continue to apply to these 16 days.

** For the introduction of the Benefit Budget, Article 9.1 of the 2010-2011 Energy CLA mentions the statutory and non-statutory leave entitlement. After the introduction of the Benefit Budget, the non-statutory part is included in the Benefit Budget and the relevant text of Article 9.1 is moved to the "Benefit Budget Sources" appendix (the current Appendix 7). If the PAS scheme is used, the employee must use part of the Benefit Budget corresponding to the old non-statutory leave in addition to the stated part of the statutory leave.*

The following implementing guidelines apply to the PAS scheme:

- "salary" in the PAS scheme means the salary as referred to in Article 4.4 paragraph 2 of the 2010-2011 Energy CLA, with the exception of the provisions of subsections b, c and d. The salary discount will continue to apply to the holiday allowance as referred to in Article 4.9 of the 2010-2011 Energy CLA.
- ;
- refunds of expenses that have a direct relationship with the number of working days are adjusted pro rata;
- the reduction in salary does not affect statutory income.
- Pension and early retirement contributions are calculated (and paid) on the basis of the full salary (100%). Recovery of these premiums is calculated based on the official income on the basis of the shortened salary.



Transitional scheme for age-related leave (2010-2011 Energy CLA) distribution

Employees who were employed on 31 March 2001 and who reached the age of 50 in 2001 are entitled to an increase in basic leave of 40 hours and will continue to be entitled to an increase in basic leave of 48 hours in the future when they reach the age of 55, in accordance with the older scheme.

Employees who were in service on 31 March 2001 and who reached the age of 55 in 2001 are entitled to an increase in basic leave of 48 hours. Employees who are employed by the employer on 31 March 2001 and who have not yet reached the age of 50 or older in 2001 are entitled to an increase in basic leave based on age by the number of days (hours) to which they were entitled on 31 March 2001:

- at an age of 30 to 34 in 2001: 1 day (8 hours);
- at an age of 35 to 39 in 2001: 2 days (16 hours);
- at an age of 40 to 44 in 2001: 3 days (24 hours);
- at an age of 45 to 49 in 2001: 4 days (32 hours).

Further accrual according to the older scheme does not take place; only when the employee is entitled to more leave hours than what they were entitled to in 2001 in accordance with Article 9.2 of the 2010-2011 Energy CLA will the leave entitlement be increased in accordance with the new scheme.

Production

1. Employees who were subject to the sector CLA on 31 December 2007 and who reached the age of 50 in 2007 are entitled to an increase in statutory leave with 40 hours of non-statutory leave and will continue to be entitled to an increase in statutory leave with 48 hours of non-statutory leave in the future when the employee reaches the age of 55, in accordance with the old regulations.
2. Employees who were subject to the sector CLA on 31 December 2007 and who reached the age of 55 in 2007 are entitled to an increase in statutory leave based on their age with 48 hours of non-statutory leave.
3. Employees who were subject to the Sector CLA Production on 31 December 2007 and who did not yet reach the age of 50 or older in 2007 are entitled to an increase in statutory leave on the basis of age by the number of days (hours) of non-statutory leave to which they were entitled on 31 December 2007:
 - at an age of 30 to 34 in 2007: 1 day (8 hours);
 - at an age of 35 to 39 in 2007: 2 days (16 hours);
 - at an age of 40 to 44 in 2007: 3 days (24 hours);
 - at an age of 45 to 49 in 2007: 4 days (32 hours).
4. Further arrangements according to the old scheme do not apply. Only when the employee is entitled to more leave hours than what they were entitled to in 2007 in accordance with Article 9.2 of the 2010-2011 Energy CLA will the leave entitlement be increased in accordance with the new regulation.
5. For the aforementioned employee categories, this transitional arrangement replaces Article 9.2 of the 2010-2011 Energy CLA.



APPENDIX 7 PACKAGES EXPIRED AS OF 1 JANUARY 2019

Special-purpose leave, working hours and leave plan, part-time work for senior employees

The schemes below from the 2015-2018 CLA for PSC are set to expire on 1 January 2019 in the 2018-2020 CLA for PSC.

3.7 Special-purpose leave

From the age of 55, you are entitled to leave for a specific purpose:

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

This leave is intended for recovery purposes. You must therefore take it within the calendar year. It is therefore not paid out and expires when the employee leaves the company.

You cannot use special-purpose leave to stop working completely immediately prior to your retirement.

3.8 Working hours and leave plan

If you are 55 or older, you and your manager will draw up a plan for working hours and leave each year.

This is an individual annual schedule in which your deployment and absence are included during the course of the year.

The working hours and leave plan aims to ensure you can continue to work in a healthy, responsible way until your retirement.

3.9 Part-time work for senior employees

If you are 55 or older, you may, in consultation with your manager, reduce your full working hours (starting point of 38 hours) by a maximum of:

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

You must use your own time sources for this. Examples include the lifetime arrangement or vitality scheme and semi-retirement pension.

If you want to work shorter hours while retaining your salary, you must have sufficient time or funding. Furthermore, part-time work for senior employees can be funded from the following sources:

- special-purpose leave;
- the Benefit Budget;
- other leave.

Transitional scheme for employees in service on 31 December 2018; this transitional scheme applies until 1 January 2029 at the latest

Anniversary and jubilee payments on a proportionate basis

4.9 Anniversary allowance

1. You will receive an anniversary bonus when you reach 10, 20, 30, 40 and 50 years of service.

This payment is a percentage of your salary. This is capped at:

10	25%
years	



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20 years old	100%
30 years old	150%
40 years old	200%
50 years old	200%



2. If you work or have worked part time and this lasted fewer than 5 years, the payment is calculated on the full salary.
3. If you are or have been partially unable to work, this will not have any adverse effects on the amount of your anniversary allowance.

4.10 Proportional anniversary allowance

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

The condition is that your dismissal:

- coincides with the granting of an IFO or WGA benefit or
- is a result of redundancy. This also applies if, as an older redundant employee, you make use of a scheme that includes retirement using the ABP pension scheme.

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

The anniversary bonus amount is determined proportionally by the length of service that has elapsed after the last anniversary bonus that an employee received up to the date of termination of employment divided by the length of service between the last anniversary and the next anniversary that can no longer be reached as a result of the end of employment. If the anniversary cannot be reached over 10 years of service, the years of service that have elapsed from the date of commencement of employment are taken into account.

Service time is rounded up in whole months.

The percentage that – pursuant to Article 4.9 – belongs to the next anniversary that can no longer be reached is multiplied by the fraction determined in this way.

For example:

The employment of an employee aged 55 with 35 years of service (420 months) is terminated due to full incapacity for work. Five years ago, they received 1.5 months of salary in conjunction with their 30th anniversary. The anniversary bonus is calculated pro rata as follows:

- from the previous gratuity to the end of the employment: 5 years (60 months);
- time between the previous bonus and the next anniversary that can no longer be reached: 10 years (120 months);
- proportional anniversary bonus: $60/120 * 2$ monthly salaries = 1 monthly salary.



WENB



Publiek Belang



The undersigned

the employer's association **WENB**

FNV Publiek Belang
based in Amsterdam

CNV Publieke Diensten, part of
CNV Connectief, based in Utrecht

each as a party to the other side

DECLARE

the accompanying Collective Labour Agreement PLb, with a term of 1 October 2020 to 30 April 2022.

Agreed in Arnhem, on 14 April 2021

Employers' association WENB

FNV Publiek Belang

.....
K.R. Buchel Sector
Chairman PSC

.....
J. Ton

CNV Publieke Diensten, part of CNV Connectief

.....
A. Reijgersberg