CLA PLb 2025-2026



Energy production and supply companies









Contents

	Pref	ace	4		3.8	Shiftwork	16
	The	Production and Supply Companies sector has			3.9	Mobility and working hours	18
	an e	nergising effect on your future!	6				
				4.	Woi	rk and Leave	19
1.	Abo	out this CLA	7				
					4.1	Holiday leave	19
	1.1	Definitions	7		4.2	Public holidays	19
	1.2	Parties to the CLA	8		4.3	Accumulating leave from 1 January 2026	20
	1.3	Term	8				
	1.4	Scope	8	5.	Woi	rk and Money	21
	1.5	Structure	8			•	
	1.6	Performance-based contracts	9		5.1	Salary scheme	21
	1.7	Flexible jobs	9		5.2	Salary scales	21
	1.8	Interim amendments based on legislative and/or regulatory			5.3	Training period	21
		amendments	9		5.4	Salary increase	21
	1.9	Dispute on interpreting the CLA	9		5.5	Year-end bonus	22
					5.6	Substitution allowance	22
2.	Wor	rk	10		5.7	Relocation expenses	22
					5.8	Pension benefits	22
	2.1	Employment contract	10				
	2.2	Place of work	10	6.	Woi	rk and Choices	23
	2.3	Other work	10				
	2.4	Independent working time and/or location	10		6.1	Benefit Budget	23
	2.5	Facilitating another workplace	11		6.2	Group health insurance	24
	2.6	Secondment	11				
	2.7	Rules of conduct	11	7.	Woı	rk and Sustainable Employability	25
3.	Woi	rk en Time	13		7.1	Sustainable employability	25
					7.2	Career policy	26
	3.1	Length of the working week	13		7.3	Personal Development Budget (PDB)	26
	3.2	Standard working hours	13		7.4	Study costs	26
	3.3	Overtime	13		7.5	Vitality scheme	27
	3.4	Working outside the standard working hours	14		7.6	O&O contribution	27
	3.5	Shifted working hours	14				
	3.6	Standby and breakdown service	15				
	3.7	Working on alternating schedules, in a customer service					
		environment or shop	15				



8.	Wor	k and Care	28
	8.1	Parental leave	28
	8.2	Special leave	28
	8.3	Medical examinations	29
9.	Wor	k and Security	30
	9.1	Illness and occupational disability: statutory provisions	30
	9.2	Illness	30
	9.3	Incapacity for work	31
	9.4	Unemployment	32
	9.5	Survivor and death benefits	34
	9.6	Liability insurance	34
	9.7	Group disability insurance	34
	9.8	Adjustment in your job level (demotion)	34
	9.9	Pension	34
10.	Wor	k and trade unions	35
	10.1	Contribution to trade unions	35
	10.2	Leave for trade-union activities	35
	10.3	Restructuring	35
App	endi	ces	
	App	endix 1 / Salary Table	36
	App	endix 2 / Job Matrices	37
	App	endix 3 / Job Profiles	38
	App	endix 4 / Calculating the shift allowance	44
	App	endix 5 / Benefit budget sources	46
	App	endix 6 / Transitional and guarantee arrangements	47
	App	endix 7 / Arrangements that expired as of 1 January 2019	48
	App	endix 8 / Vitality budget transitional arrangements	50
	Арр	endix 9 / Dispensation from the ABP pension scheme	52



Preface

The undersigned

Employers' Association WENB, FNV Overheid, with its registered office in Utrecht

with its registered office in Arnhem CNV Overheid en Publieke Diensten, with its registered office in Utrecht

as the first party, and as the second party

HEREBY DECLARE

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

Term: 1 January 2025 through 31 December 2026

As from the effective date of this collective labour agreement (CLA), the arrangements and schemes under previous collective labour agreements will cease to apply. The arrangements and schemes of this collective labour agreement will apply instead. This collective labour agreement, insofar as it confers fewer entitlements, takes precedence over the previous collective labour agreement(s). Individual entitlements that do not arise from a previous collective labour agreement remain in effect.

Thus agreed on 1 April 2025

Disclaime

In case of any dispute or disagreement about the interpretation or implementation of the terms and conditions, stated in the Collective Labour Agreement for PLb, the original document in Dutch will always prevail.







The Production and Supply Companies sector has an energising effect on your future!

You rely on energy every day, and we make sure it's always there. In the Production and Supply Companies (PLb) sector, we work around the clock, without pause, to power the nation, ensuring an uninterrupted energy supply for the Netherlands. The Production Companies produce energy and the Supply Companies make sure the energy reaches your home. With 9,000 skilled professionals across 30 companies, the PLb sector is shaping a secure and sustainable energy supply for the present and the future. We are committed to keeping the lights 'on' for you, and with you.

Sustainable future

As a society, we face a critical challenge to adopt more sustainable ways of living to mitigate further climate change. This involves both conserving and using our current resources more efficiently while also embracing the transition to other renewable energy sources such as wind, solar and hydrogen. We are making this transition possible. This transition from fossil fuels to renewable sources is referred to as the Energy Transition. We're moving in the right direction, yet much remains to be done. Building a sustainable society means making conscious choices - and reimagining how we produce and use energy through new ideas and innovative techniques that unlock green energy. We support consumers in making more sustainable energy choices through advice and green products, working closely with partners across the energy chain. We are deeply committed to this, because we believe in a sustainable world for future generations, our children and grandchildren. This is not always easy, but it's always essential. As a sector, we also have to navigate uncertainties stemming from the energy crisis triggered by the war in Ukraine and subsequent government measures. We see energy supply security as a cornerstone of our responsibility. There is significant work to be done, and we are committed to making a meaningful impact.

Sustainable working practices

To ensure sustainable working practices, we invest in *professional skills* development and a safe working environment, empowering our professionals to adapt and be ready to meet your evolving needs. Professionalism is not just about what you know - it's also about who you are as a person. We believe this is important, because you can only give energy to others when you have enough yourself.

We therefore provide our colleagues with a strong foundation: a positive work environment with attractive employment conditions to actively shape the energy transition together. As innovative techniques reshape work in the sector, the people behind the work are also changing. Our career policy is designed to help our colleagues fulfil roles that fit them today and also prepare them for tomorrow, ensuring their long-term employability in our sector. Because everyone has different needs, we offer employees flexible options to support personal choice.

But we need more colleagues to make the transition to tomorrow. We carry a vital social responsibility, which is why we seek employees from different backgrounds; we are a *reflection of our society*. A *broader perspective* on energy combined with knowledge and experience delivers tomorrow's *innovation*.

Energy for you

Working in our sector has an energising effect! The PLb sector keeps you motivated and moving forward in your career. Social partners, employers and trade unions work together to build a pleasant and safe working environment, safeguarding well-being and sustainable employability and providing excellent employment terms that enable employees to face the challenges of today and tomorrow together.





1. About this CLA

1.1 Definitions

Business interest

Business interest is any situation affecting the safety or continuity of the business process and situations in which interests of a commercial, economic, operational or technical-operational nature of the employer's business are at stake. If the 'business interest' refers to interests of a commercial, economic, operational or technical-operational nature, the employee's interests at stake will be taken into account.

Partner (CLA PLb)

- The spouse to whom you are married
- The person with whom you have entered into a registered partnership (Section 1.80(a) of the Dutch Civil Code) or
- The person with whom you live unmarried and run a joint household, with the intention of living together on a long-term basis.

Child

Your biological child, foster child, step-child or the child who has been entrusted to your care on a long-term basis.

Partner (ABP)

The partner as referred to in Article 3.2 of Stichting Pensioenfonds ABP's Pension Regulations.

Actual annual salary

The salary that you actually receive in a calendar year.

Job profile

A brief description of the main duties for the position (see Appendix 3) included in the job matrix. These profiles form the reference framework.

Pensioned/Retired

Pension refers to the AAOP in addition to the ABP Multi-Option Pension.

Restructuring

The employer's intention to change, reorganise, reduce or terminate the activities of an organisation or part of an organisation and request an opinion on this from the Works Council under Section 25(1)(c) to (e) WOR.

Schedule

Schematic representation of the employee's agreed working hours.

Salary

The salary according to the salary scale (multiplied, if relevant, by the part-time percentage), plus:

- any fixed personal monthly allowance(s);
- b 8% (the former monthly holiday allowance, see Appendix 5);
- c the monetary allowance for the standby and breakdown service, averaged per month over the previous 12-month period;
- d the monetary allowance for shiftwork (see Article 3.8.2).

Hourly wage

- 1 1/165th of your salary according to the salary scale plus the fixed personal allowance.
- 2 If you have a performance-based contract with standard working hours of 40 hours per week, the 'salary per hour' is 1/173rd of your salary according to the salary scale plus the fixed personal allowance.

Salary scheme

A salary scheme is a system for setting salaries according to salary scales. Amongst other things, it consists of the salary scales, the job classification system, and a system linking the job classification and salary scales.

Salary scale

A salary scale often consists of a series of gross amounts (steps or increments). It can also consist of a range with a specified minimum monthly gross amount and a maximum monthly gross amount.

Salary according to the salary scale

The monthly amount you receive based on your classification in the salary scheme.



Sector salary table

The table of salary scales set out in Appendix 1.

Fixed personal allowance

A fixed monthly allowance on the salary according to the salary scale. This can be an amount or a percentage of that salary according to the salary scale.

A fixed personal allowance granted for an indefinite period, but only:

- as a guarantee because you have been placed in a lower qualified position;
- b if special requirements are placed on you.

All allowances on the salary according to the salary scale that are granted for other reasons do not count as fixed personal allowances.

Obligation to verify

The hirer receives a hirer's declaration from the temporary agency that lays down the agreements made and applicable terms and conditions of employment for the temporary worker. This allows the hirer to verify whether equal pay is properly applied to temporary workers.

Continuous shiftwork

A system of shiftwork in which work is performed uninterruptedly throughout the week.

Shift work

Working at different times according to an established duty schedule.

Abbreviations used

AAOP	ABP Incapacity Pension
ABP	General Pension Fund for Public Employees
AOW	General Old Age Pensions Act
AOV	Invalidity insurance
ADV	Reduction in working hours
ATW	Working Hours Act
BW	Dutch Civil Code
CLA	Collective Labour Agreement
IVA	Fully Disabled Persons Income Scheme
PAS	Partial participation in the labour force by senior citizens
POE	Periodic medical examination
UWV	Employee Insurance Agency

WAA	Working Hours (Adjustment) Act
WAA	Working Hours (Adjustment) Act

WAZO Work and Care Act

WGA Return to Work (Partially Disabled Persons) Regulations

WIA Work and Income (Capacity for Work) Act

WOR Works Council Act

WW Unemployment Insurance Act

ZW Sickness Benefits Act

1.2 Parties to the CLA

This CLA has been concluded between the trade unions FNV Overheid and CNV Publieke Diensten and the employers' association WENB. The WENB's website lists its member companies

1.3 Term

This CLA is valid for 24 months from 1 January 2025 through 31 December 2026.

1.4 Scope

The scope of this CLA covers undertakings that:

- produce electricity, gas and/or heat in the Netherlands that is delivered to customers through the public electricity, gas and/or heat transport network;
- b purchase and sell electricity, gas and/or heat;
- c install, manage and maintain public lighting;
- provide products and services relating to these activities.

1.5 Structure

- 1 This CLA applies to the employment contract between the employer and its employees. The employee is approached personally as a reader and therefore directly addressed as 'you'. No distinction is made between male, female or gender-neutral employees.
- 2 Employee: 'you', the person who has entered into an employment contract with the employer and to whom this CLA applies.
- 3 Employer: any undertaking with its own legal entity whose primary activities come under the scope of this CLA and which is a member of the WENB. An undertaking's primary activities come under this scope if more



- than 50% of the number of agreed working hours of its employees are spent on these activities.
- 4 This CLA is a minimum CLA. This means that companies have room to develop company-specific schemes. If companies make arrangements with trade unions in addition to this CLA, those arrangements are documented in a company CLA.
- As an exception to and to supplement the provisions of this CLA, an offshore scheme applicable to employees performing offshore work can be agreed at company level. The arrangements for this offshore scheme are made with the trade unions or the participation body of the company concerned.
- 6 This CLA does not apply to:
 - Management Board members and other officers (including business unit managers, staff managers and deputy managers);
 - interns and holiday workers;
 - those employed under social legislation or as part of an employment project subsidised by third parties;
 - trainees;
 - those employed temporarily as part of a work-training project.

1.6 Performance-based contracts

- The employer can enter into a performance-based contract with certain employees who come under the definition of employee as set out in Article
 1.5, paragraph 2. A performance-based contract can contain arrangements that differ from this CLA and the company CLA.
- 2 A performance-based contract can be concluded with:
 - α a employees whose gross monthly salary according to the salary scale exceeds €5,492 (reference date: 1 May 2025),
 - b employees whose salary according to the salary scale is lower than that mentioned under a. and who hold a commercial or specialist staff or other position. This must then have been agreed at company level with the trade unions.

- 3 At a minimum the following articles apply to employees with performancebased contracts:
 - Chapter 1
 - Chapter 2
 - Article 6.1
 - Article 7.3
 - Article 8.3
 - Articles 9.1 and 9.2, 9.4 through 9.6
 - Chapters 10.1 and 10.2

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

1.7 Flexible jobs

The CLA parties agree that, in general, structural work should be set up in structural terms as much as possible. Where the ratio of permanent and flexible contracts at the company level gives cause to do so, the employer and trade unions will discuss this. The reasons for external hiring will also be discussed in this meeting. Trade unions, the Works Council and the employer have a joint responsibility in this regard.

When deploying temporary employees, the employer as hirer has an obligation to verify.

1.8 Interim amendments based on legislative and/or regulatory amendments

The CLA may be amended before it ends with the CLA parties' consent if new laws and/or regulations take effect during the term of the CLA that affect its provisions. In that case, the parties will consult on amendments to these CLA provisions.

1.9 Dispute on interpreting the CLA

It is up to the CLA parties to interpret the CLA. If a dispute arises about the application of this CLA, other than individual disputes between the employee and employer, the CLA parties will consult with each other in order to resolve the dispute.



2. Work

2.1 Employment contract

2.1.1 Employment contract, general

- 1 The employment contract shall be laid down in writing. When you enter into the employment contract, your employer will ensure that the information that follows from Section 7.655 of the Dutch Civil Code is provided to you in the employment contract or in another manner.
- Your employer will give you a copy of your employment contract. If amendments or additions come into effect later, these will also be made available.
- 3 Permanent employment is the standard practice. A trial period can also be agreed.
- 4 If a trial period has been agreed with you, the statutory rules apply.

2.1.2 End of the employment contract

1 The statutory rules apply to termination of the employment contract. Whenever this CLA deviates from these rules, it explicitly states so.

Termination through notice

- 2 Notice of termination of the employment contract must be given in writing and the employment contract then ends on the last day of a month.
- 3 You and your employer can make other arrangements regarding notice. You must, however, keep within the limits set in Section 7.672(8) of the Dutch Civil Code.

Termination through operation of law

- 4 A fixed-term or extended fixed-term employment contract ends automatically when the agreed period ends.
- 5 Section 7.668(a) of the Dutch Civil Code applies to fixed-term employment contracts.
- 6 If you have worked for your employer for longer than six months under one or more temporary agency and/or secondment contracts immediately before the employment contract, these previous contracts count as one fixed-term employment contract of six months.
- 7 Either you or your employer can terminate the fixed-term employment contract early.

Termination through pension or flexible retirement

8 Your employment contract ends when you reach state pension age. You can also terminate your employment contract earlier under the ABP Multi-Option Pension rules.

2.1.3 Continuing to work after state pension age

If you take up employment after your state pension age, the provisions of the Working Beyond State Pension Age Act apply and take precedence over the CLA provisions.

2.2 Place of work

You will perform your work where you are needed; your employment contract specifies your place of work. In some cases, your place of work is at home. Your employer can require you to live in or near the neighbourhood of your place of work if this is needed for you to properly perform your duties. If this obligation to live in or near the neighbourhood of your place of employment is necessary for your work, it will be agreed in writing in your individual employment contract.

2.3 Other work

Your employer can (temporarily) give you a different job or (temporarily) have you perform work other than your usual work. But that assignment has to be reasonable and necessary for the business interest.

2.4 Independent working time and/or location

Your employer determines whether you are eligible for independent working time and/or location. If you are eligible, you will make the relevant arrangements with your manager. You both must take into account the nature of your work and existing team arrangements.



2.5 Facilitating another workplace

After consulting with the Works Council, your employer can draw up regulations on how to facilitate employees to work at a workplace other than at the employer's premises.

2.6 Secondment

- Your employer can send you on secondment to another company. During this secondment, you retain your employment conditions. The company you are sent to on secondment determines your workplace and working hours. If your schedule changes because of the secondment, the secondment is considered a temporary transfer to another schedule. You must comply with the rules of the other company where you are working when it comes to taking special or any other leave, reporting sick, security and so on.
- 2 If you are sent on secondment abroad for sixty days or longer, the provisions of this CLA will not apply during that secondment period. In that case, you will make arrangements with your employer. These arrangements will be similar in overall scope to those under this CLA.

2.7 Rules of conduct

2.7.1 General

- You must not ask for or accept compensation, rewards, gifts or promises from others in relation to your work without your employer's consent. You must not accept bribes.
- You must not participate in any work or supply contracts for goods or services awarded by your employer for the benefit of your employer otherwise than laid down in your employment contract.
- 3 You must not use your employer's items for yourself or others.
- 4 You must not have services performed for yourself during working hours by colleagues or others who work for your employer.
- 5 If your employer seriously suspects that you or other employees have committed a crime, you must allow your clothes, bags and vehicle to be searched.
- 6 You are entitled to bring your interests to your employer's attention and to be assisted or represented. This also applies to situations other than those mentioned in Article 2.7.4 or Article 2.7.5.
- 7 Your employer only allows temporary workers to work in its business when necessary.

2.7.2 Confidentiality

- 1 You must not pass on confidential information during and after the termination of your employment contract. This involves information that you could understand is confidential.
- 2 The employer also does not share information about you with third parties that it knows, or can know, must remain secret.

2.7.3 Ancillary activities

If you want to do other work besides the work you do for your employer, then you must notify your employer. Your employer can refuse to give consent or attach conditions to its consent if there is objective justification for doing so. For example, if the ancillary activities are expected or shown to have a negative effect on your work performance, or compete with your employer or harm your employer's interests. Your employer will inform you of this in writing and provide reasons. You must ensure that you do not exceed the standards of the Working Hours Act if you perform ancillary activities.

2.7.4 Disciplinary measures

- If you do not fulfil or properly fulfil your obligations to your employer or do not behave as a good employee should, your employer can impose one of these disciplinary measures on you:
 - a written warning;
 - b missing out on a salary increment for no more than two consecutive calendar years;
 - c a demotion to a lower position for a fixed period not exceeding two years or for an indefinite period, with or without a reduction in salary;
 - d a transfer:
 - e a suspension for a fixed period, with or without continued payment of all or part of your salary.
- 2 Measures b. to e. can also be imposed conditionally for a period of up to three years.
- 3 Before your employer imposes a disciplinary measure on you, you will be given the opportunity to answer orally or in writing. Your employer will issue a written report of the oral justification within five working days. After receiving the report, you sign it. If you refuse to sign it, this will be noted in the report, if possible with the reason(s).
- 4 On your request, you can see the documents relating to the incident. If these documents are confidential, your employer does not have to let you see them if this cannot reasonably be asked of it.
- 5 A disciplinary measure will be imposed in writing and reasoned.



- 6 This also applies if a conditionally imposed measure is implemented.
- 7 A disciplinary measure will not be implemented until it has become final unless it is stipulated when it is imposed that it will be implemented immediately.

2.7.5 Suspension other than as a disciplinary measure

- 1 Your employer can also suspend you for reasons other than as a disciplinary measure:
 - α if you are prosecuted for a crime and this can affect your performance;
 - b if it is undesirable for a special reason to keep you in your position after the end date of your employment contract has been finally determined;
 - c if it is deemed necessary in the business interest.
- 2 Before your employer suspends you, you will be given an opportunity to respond to the reason for your suspension. Your employer will provide a written report of the discussion stating both sides of the issue within three working days of both sides of the issue. You and/or your authorised representative will receive this report.
- 3 Your employer will communicate the decision to suspend you orally as soon as possible. You will also receive written confirmation stating the reason for your suspension, when it will take effect, and how long it will last. A suspension lasts for up to one month. If necessary, that period may be extended by up to one month each time.
- 4 If you are suspended, your rights under the employment contract remain in principle.
- 5 If you are suspended because of being prosecuted for a crime, your employer can deduct up to one-third of your salary (salary according to the salary scale plus fixed personal allowances). This deduction will be paid to you if you are not convicted after the prosecution proceedings.
- 6 Your employer will publicly reinstate you at your request if it later transpires that you were wrongly suspended.



3. Work en Time

If you are employed on a full-time basis, the length of your working week averages 38 hours over a year. Your employment contract specifies the average length of your working week. Working hours are regulated:

- in Article 3.1.1 for employees who do not work on alternating schedules, in a customer service environment, shop or on shifts;
- in <u>article 3.7.1</u> for employees working on alternating schedules, in a customer service environment or shop;
- in article 3.8.1 for employees working shifts.
- The other articles always specify the target group concerned. Business operations, workload and standards under the Working Hours Act, amongst other factors, are considered when determining working hours and rest periods..

3.1 Length of the working week

3.1.1

If you are employed on a full-time basis, the average length of your working week is 38 hours. The average of 38 hours is calculated over a period of one calendar year.

You must ensure that you work your agreed number of hours per week on average over a year. You will at least work your average working hours every year.

If you actually work 40-hour weeks, the average of 38 hours can be achieved by accruing or scheduling a reduction in working hours (ADV).

Your employer can create a company scheme to make ADV hours available as a payment in the Benefit Budget (Chapter 6).

Target group

This arrangement applies to employees who do not work on alternating schedules, in a customer service environment, shop or on shifts.

3.1.2 Part-time

You can agree a shorter average working week with your manager. If you work on a part-time basis (fewer than 38 hours per week on average), you are entitled

to employment conditions under the CLA in proportion to the length of your working week.

Target group

This arrangement applies to all employees.

3.2 Standard working hours

Standard working days are Monday through Friday. Standard working hours are between 7 am and 9 pm. Work is performed on Saturdays, Sundays, public holidays or other times only if it is necessary in the business interest.

Target group

This arrangement applies to all employees, with the exception of those who work shifts.

3.3 Overtime

3.3.1 Definition of overtime

If your employer instructs you to work longer than your schedule shows, this is considered overtime if it exceeds half an hour. Even if you work on an alternating schedule, your manager can also explicitly instruct you to work overtime. Your employer will discuss this with you in advance and in good time. Overtime pay consists of compensation in the form of time for the duration of the overtime and a monetary allowance.

If the overtime does not follow your schedule, i.e. requires your extra attendance at work, the travel time is also considered overtime.

Target group

Overtime pay applies to employees whose gross salary according to the salary scale is lower than $\[\le \]$ 3,005 (reference date: 1 July 2024) and who perform work on the employer's instructions in excess of the agreed average length of the working week. As of 1 May 2025, compensation for overtime applies to a salary scale wage lower than $\[\le \]$ 3,150, and as of 1 January 2026 to a wage of $\[\le \]$ 3,213. Other conditions may be agreed at the company level for employees who fall outside this target group.



3.3.2 Rest periods

If the overtime follows after your normal working hours, the Working Hours Act might prescribe an extra rest period. This rest period

is also considered overtime. This differs from the normal rest period (for lunch, for example), at least half an hour of which is at your own expense.

3.3.3 Time in lieu

In consultation with your manager, you schedule compensation in the form of time for overtime worked. The time-for-time exchange must take place within the calendar year. If the compensation in the form of time has not been taken by the end of a calendar year, the balance will be 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 Pay for overtime hours

You can also ask your manager to have the overtime hours paid. Your manager can refuse your request on commercial and/or operational technical grounds. It may occur that, given provisions in the Working Hours Act, this compensation might have to be scheduled as time off. If this happens, the request for payment will not be granted. When compensatory hours are paid, you receive your hourly wage for each hour worked.

3.3.5 Monetary allowance for overtime work

The overtime allowance is a percentage of your hourly wage:

Overtime allowance	Mondays to Fridays	Saturdays	Sundays	Public holidays
	50%	100%	100%	100%

Holiday allowance is not accrued on overtime insofar as the salary plus overtime allowance exceeds 108% of the statutory minimum wage.

3.3.6 Part-time employment and overtime

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

3.4 Working outside the standard working hours

If you work according to the schedule at times other than the standard working hours set out <u>article 3.2</u>, you will receive an allowance for this purpose. This allowance compensates you for the inconvenience of working outside standard working hours.

Target group

This arrangement applies to employees who work according to the schedule at times other than the standard working hours, except for employees in the customer service environment or shops (to whom <u>article 3.7.3</u> applies) and employees who work shifts (to whom <u>article 3.8.2</u> applies) and employees with a salary above the overtime limit.

The allowance is a percentage of your hourly wage:

Allowance for inconvenience	Mondays to Fridays	Saturdays	Sundays	Public holidays
7 am-9 pm	-	100%	100%	100%
9 pm-7 am	50%	100%	100%	100%

3.5 Shifted working hours

If your manager asks you to work at times other than your set working hours, the hours that are not overtime and do not coincide with your normal working hours or schedule are shifted working hours if the working hours are shifted by more than half an hour.

The allowance for the shifted hours is equal to the overtime allowance (Article 3.3.5).

Target group

The compensation for shifted hours applies to employees whose salary according to the salary scale is lower than €3,005 (reference date: 1 July 2024) and who perform work on the employer's instructions outside standard working hours; Article 3.7.3. applies to employees in the customer service environment and shops. As of 1 May 2025, compensation for shifted hours applies to a salary scale wage lower than €3,150, and as of 1 January 2026 to a wage lower than €3,213.



This scheme can be detailed further in working hour schemes. A higher salary according to the salary scale can be agreed as the limit for paying shifted hours in the company CLA.

3.6 Standby and breakdown service

3.6.1

Your employer can instruct you to work standby and breakdown service. You are required to be available on call and it must be possible to reach you for this purpose. You might also need to be available at home or at another place designated by your employer.

Standby duty or breakdown service usually lasts no longer than seven consecutive days.

Target group

This arrangement applies to employees whose work duties require them to be available on call.

3.6.2 Amount of compensation

If you work standby and breakdown service, you will receive a gross allowance of €112 for a full week (weekdays 10%, Saturdays 20% and Sundays 30%). If you are actually called to work during standby and breakdown service, this is considered overtime.

A higher allowance for standby and breakdown service can be agreed in the company CLA.

3.6.3 End of standby and breakdown service

The employee will no longer be required to perform standby service:

- α if a targeted Preventive Medical Examination (PME) indicates there is a medical necessity to stop working standby service;
- b if the standby and breakdown service ends because of restructuring.

3.6.4 Compensation after permanently leaving the standby and breakdown service

- a If the standby and breakdown service ends at the employer's initiative on the basis of Article 3.6.3, the standby and breakdown service allowance will be phased out as follows:
 - if you have worked on the standby and breakdown service for ten or more consecutive years,
 - your allowance will be reduced by 25% a year;

- if you have worked on the standby and breakdown service for fewer than ten consecutive years, your allowance will be reduced by 50% a year.
- b The payment will be calculated based on the average monetary allowance earned over the two-year period preceding the termination date of the standby and breakdown service or over a shorter period if you worked on the standby and breakdown service for fewer than two years.
- c The phasing-out amount referred to in this article is not considered salary. A higher phasing-out arrangement for the standby and breakdown service can be agreed in the company CLA.

3.7 Working on alternating schedules, in a customer service environment or shop

Companies can switch to the annual hours standard system under Article 3.7.1.

Target group

This rule applies to employees who work on alternating schedules, in a customer service environment or shop.

3.7.1 Working hours

If you are employed on a full-time basis, the average length of your working week is 38 hours. The average of 38 hours is calculated over a period of one calendar year. The overtime hours you work do not count towards the annual average number of hours agreed with you.

If you take up employment during the calendar year, the average of 38 hours per week is calculated over the remaining period of this calendar year.

For each 13-week period, you discuss with your manager how many hours you've worked more or less than the total of 494 hours allocated for this period. You agree on how to compensate for any excess or short hours worked in the next 13-week period. Alternatively, if you and your manager agree on this, you can opt to receive payment for the excess hours worked. Business operations will be a factor in this regard. You must ensure that you work your agreed number of hours per week on average over a year. Hours for days that you have been sick, on holiday leave, on leave or for public holidays count only for calculating the notional amount of normal hours worked.

Companies can choose to agree on a period other than the 13-week period, provided that such a period is at least one month long.



The allowances mentioned in Article 3.7.3 are paid in periods of up to 13 weeks.

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

However, if it is determined at the end of the calendar year that you have worked more than the average of 38 hours per week over that calendar year, you will be paid for these extra hours worked at your hourly wage plus an allowance of 25%.

If it is determined at the end of the calendar year that you have worked less than the average of 38 hours per week over that one-year period, this will be at your employer's expense.

If your employment contract is terminated during the calendar year, the hours you have worked in excess of the average 38 hours per week for the period of that year until the end of your employment will be paid. If you have worked fewer hours over this period than an average of 38 hours per week and you have terminated your employment, these hours will be deducted from the final settlement at the end of your employment.

Min-max employment contracts

The system of Article 3.7.1 does not apply if agreements have been made in companies with the Works Council regarding schedules based on min-max employment contracts.

3.7.2

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

In a customer service environment, you work a maximum of 60 hours per calendar year on Saturdays between 8 am and 5 pm without an allowance; in a shop this is a maximum of 96 hours per calendar year. You and your employer can agree to work more hours on Saturdays each calendar year. Each Saturday, you work the number of hours in proportion to the scope of your employment contract. You will receive an allowance on the hours you worked more on Saturdays than the 60 hours (customer service environment) or 96 hours (shop). This allowance compensates you for the inconvenience. If it is agreed with the Works Council that employees have to work more than 60 hours per calendar year (customer service environment) or 96 hours per calendar year (shop) on Saturdays, an allowance is payable on the hours above the agreed limits (Article 3.7.3).

Target group

This arrangement applies to employees who work in a customer service environment or shop.

3.7.3

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

Allowance for inconvenience	Mondays to Fridays	Saturdays	Sundays	Public holidays
7 am–8 am	-	100%	100%	100%
8 am–5 pm	-	100%*	100%	100%
5 pm-9 pm	-	100%	100%	100%
9 pm-7 am	50%	100%	100%	100%

^{*} this applies only if and insofar as you work more than 60 hours per calendar year (customer service environment) or 96 hours (shop) on Saturdays between 8 am and 5 pm; this allowance applies to the hours in excess of 60 (customer service environment) or 96 (shop) worked on Saturdays in a calendar year

3.8 Shiftwork

3.8.1 Shiftwork rules

The basic continuous shiftwork is five shifts with a cycle of 168 hours per week. Other variants are also possible.

If you work in a continuous shiftwork system, your employer may set a number of mandatory shifts in your schedule. This can be a maximum of 64 hours per year. For each scheduled mandatory shift, you will receive a 0.4% extra shiftwork allowance (8-hour shift) or time for time instead.

The allowances for shiftwork set out in the CLA apply as full compensation for all aspects related to shiftwork or continuous shiftwork, including the time required for a shift handover. If you work shifts, you cannot leave work until your colleague has arrived to take over.

3.8.2 Shiftwork allowance

a If you are assigned to shiftwork, you will receive an allowance that is an adjustment for the number of hours you work compared to standard working hours and compensation for the demands of the schedule determined by the times you have to work outside the normal working day. You will receive the monetary compensation in the form of an allowance on



- top of your salary scale wage. The compensation in time will be scheduled, reducing your average weekly working hours.
- b The demands of the schedule (inconvenience) are expressed in hourly value points and calculated over a working period of 52 weeks per year.
- c The number of hourly value points is determined by weighting the working hours in the shift schedule that fall outside the standard working hours of 7 am to 6 pm on Mondays to Friday each year based on the inconvenience matrix below:
 - Mondays to Fridays between midnight and 7 am and between 6 pm and midnight:
 - all hours have a 0.5 hourly value point;
 - Saturdays from midnight to midnight: all hours have a 1.0 hourly value point;
 - Sundays from midnight to midnight: all hours have a 1.0 hourly value point;
 - on public holidays all hours, regardless of the day or hours to be worked: 1.0 hourly value point.
- d To calculate continuous shiftwork, the total number of hourly value points per year corresponding to the calculation in this article is multiplied by a factor of: 0.9574. For non-continuous shiftwork, this factor is: 0.8050.

As an example, <u>Appendix 4</u> shows the calculation of the shift allowance for five-shift continuous shiftwork with a repeating schedule across the early, late and night shifts. For an average working week of 33.6 hours with five-shift continuous shiftwork, the allowance is set at 30%. Starting on 1 May 2025, this is 30.1%.

3.8.3 Substituting on standby shifts (not overtime)

If you are called to work a shift on a standby day, you will receive compensation for this standby day according to the shifted working hours scheme insofar as the hours worked do not count as overtime and these hours do not coincide with your normal working time or schedule and fall outside the period between 7 am and 6 pm.

3.8.4 Transfer to another schedule

If you work shifts, your employer can temporarily or permanently transfer you to another schedule in the business interest.

A temporary transfer lasts for a period agreed in advance. It can also be agreed to last until a certain situation or event occurs. In all other cases, we refer to it as a transfer for an indefinite period.

You will not receive compensation for a permanent transfer. The allowance below applies to a temporary transfer to another shift schedule (i.e. not to day shift).

Compensation for temporary transfer to another schedule

- If the transfer is announced 28 calendar days or longer in advance, you will not receive compensation for it.
- If the transfer has been announced at least seven calendar days in advance, you will receive a shifted working hours allowance for this purpose for a maximum of the first two shifts worked.
- If the transfer has been announced fewer than seven calendar days in advance, you will receive a shifted working hours allowance for this purpose for a maximum of the first four shifts worked.

If you work more or fewer hours in the temporary transfer period than in your original schedule, these latter more or fewer hours worked will be settled.

You can be temporarily transferred to the day shift for a period of up to six months. Your shift allowance will be maintained in full during this temporary transfer of up to six months. After this six-month period, the phasing-out arrangement of Article 3.8.5 applies. The more or fewer hours worked compared to the average length of your normal working week are settled against this. The compensation in the form of time for shiftwork ceases to apply as long as the transfer to day shift or non-continuous shiftwork lasts.

If you have to work shifts during the period in which you temporarily work day shifts while retaining your shift allowance, you will not receive additional compensation for this purpose.

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



3.8.5 Phasing-out arrangement after permanently leaving shiftwork If you permanently leave shiftwork because you start working day shifts, the following phasing-out arrangement applies.

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

The amounts determined according to this article will be adjusted by the general salary increases on the basis of this CLA.

If you receive a different salary increase, it will be deducted from the amounts under this phasing-out arrangement.

If you leave shiftwork for medical reasons and receive an invalidity benefit that compensates for the end of the shiftwork allowance, this benefit will be deducted from the phasing-out amount.

For employees who had been assigned to shiftwork for 20 years or longer on 1 May 2013, the old phasing-out arrangement, as included in Article 8.10 of the 2011 CLA PLb, will continue to apply if they meet all the conditions. If not, the phasing-out arrangement of this article will apply to them.

The phasing-out amount referred to in this article is not considered salary.

3.8.6 Phasing-out arrangement after a permanent transfer to a schedule with a lower shiftwork allowance

The phasing-out arrangement also applies if you are permanently placed in a schedule with a lower allowance.

The phasing-out arrangement is then applied to the difference between your old and new shiftwork allowance.

3.8.7 Special leave during night duty

If you are entitled to special leave during night duty, you will consult with your employer on whether the special leave to be taken concerns the night before and/or the night after.

3.9 Mobility and working hours

3.9.1 Travelling for work (business trip)

If you have to travel once for work, you may take this business trip during working hours. Your employer encourages you to travel in an environmentally friendly way.

If you have to travel extra before or after your normal working hours for work farther away than your place of work, the extra travel time on a day will be reimbursed if it is more than half an hour longer than normal. You will be reimbursed for the extra travel time per hour based on your hourly wage.

Target group

This arrangement applies to any employee who is eligible for compensation of overtime, with the exception of employees who work from home.

3.9.2 Working from a home base

Working from a home base refers to travelling directly from home to and from various workplaces to do your work.

If your travel time from home to your first workplace and from your last workplace back home in a day exceeds one hour in total, you will be given compensation in the form of time for the travel time in excess of one hour.

Target group

This arrangement applies to any employee who is eligible for the compensation of overtime and works from a home base.



4. Work and Leave

4.1 Holiday leave

Statutory leave is regulated by the Dutch Civil Code. In full-time employment, you are entitled to 160 hours of statutory leave each calendar year.

Target group

This arrangement applies to every employee.

Taking holiday leave

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

Your employer will reject a request for holiday leave only if the business interest necessitates this. Your employer will justify the business interest in writing to you on request.

Illness during a holiday

If you fall ill while on holiday, the leave deducted over your period of illness will be reversed. You must prove that you would not have been able to work because of illness if you had not been on holiday.

This does not apply if you fall ill during a leave period immediately before your retirement.

Holidays during illness

You can go on holiday while you are ill. You must take leave for this purpose. You are exempt from rehabilitation obligations during your holiday.

Cancellation of holiday leave

Your employer can cancel granted holiday leave if the business interest necessitates it. Your employer will justify the business interest in writing to you on request. If you only had partial leave on a particular day as a result, that day will not be deducted as leave.

If you suffer financial loss because of the cancellation of previously granted leave, your employer will compensate you for this loss.

4.2 Public holidays

You have the day off on public holidays with retention of your salary. Employees only work on public holidays if it is required for the business interest.

The Dutch public holidays are:

- New Year's Day;
- Easter Sunday and Easter Monday;
- Ascension Day;
- Pentecost Sunday and Whit Monday;
- Christmas Day and Boxing Day;
- King's Day;
- 5 May.

Other holidays or commemorations

If you are a member of a religion other than Christianity, you may take leave for your religious holidays instead of the Christian holidays listed above. Your employer will agree to give you leave, unless this conflicts with the business interest.

Swapping a public holiday

The recognised public holidays Easter Monday, Ascension Day and Whit Monday are flexible and may be used as leave days. You always have the option of taking these days off, but you can also choose to work on one of these days and to take another day off instead to celebrate a holiday of your choice within the same calendar year, unless this conflicts with the business interest. Swapping these days is arranged according to the principle of time-for-time exchange. It is naturally very important to consult with your manager if you want to swap.

If you decide you want to work on one of these public holidays, you will not be entitled to any allowance for working on holidays.



4.3 Accumulating leave from 1 January 2026

Context

You can accumulate leave to be taken at a later time for developing your sustainable employability. This gives you more control over your work-life balance, which can contribute to your vitality, health and development, so that you can continue to enjoy your work in good health.

Purpose

Option of accumulating leave over a longer period to be taken at a later time for developing sustainable employability. Discuss the possibilities for leave accumulation with your manager well ahead of time.

Sources

You can use your sources from the Benefit Budget (Article 6.1) for leave accumulation. The possibilities for leave accumulation can be expanded at the company level.

You are allowed to purchase a maximum of 10% of your total working hours in a calendar year. Otherwise it will impact your pension accrual.

Accrual

You can accumulate 600 hours if you are in full-time employment. A higher number of hours can be set at the company level.

Purpose

You can use the hours accumulated for such things as:

- Working fewer hours per week for a period of time (partial leave);
- Taking a sabbatical;
- Stopping work, fully or partially, before retirement.

Taking accumulated leave

Taking a longer period of leave will impact staffing and the organisation of your work. Your employer will have to make certain adjustments in order to facilitate your leave.

The conditions for taking leave depend to some extent on how long you will be off work and the number of hours you will be taking per week; these conditions are set out in the company regulations.

Any arrangements you make about accumulating and taking leave, and the applicable employment conditions, will be put into writing.

Termination or interruption

- If there is a compelling business interest that makes it temporarily impossible for you to take leave, your employer will consult with you about the possibilities of taking leave at a later time.
- If exceptional circumstances arise that lead you to decide not to take
 the leave after all, or to terminate it, discuss this with your employer in
 good time. Your employer has made adjustments to staffing and work
 organisation. The general rule is that your leave will go ahead, unless you
 make other arrangements in mutual consultation.
- This does not apply to taking leave prior to retirement. These arrangements cannot be changed.

Tax laws and regulations

When implementing this leave accumulation scheme, the parties will remain within the operative legal conditions, including tax laws and regulations. If there are changes to laws and regulations, the employer and employee will enter into negotiations to discuss the consequences.

Having leave hours paid out

The purpose of the accumulation scheme is that the hours you save up will be taken in time off. The general rule is that taking leave always takes place in consultation, even when you leave the employer. When an employment contract ends, you can make arrangements with the employer about taking any remaining leave hours or having them paid out.

Target group

This scheme applies to every employee.



5. Work and Money

5.1 Salary scheme

5.1.1

Your employer determines the weight of your position based on a job evaluation system.

5.1.2

The reference jobs are given in the job (see Appendix 2). Salary levels and prospects for salary growth depend on your position.

Your employer pays you at least a salary commensurate with your job level.

5.1.3

At company level, a different job classification system can be used to determine salary, with associated salary scales. These salary scales are included in the company CLA. If a company uses this option, the job matrix of this CLA, with the corresponding salary scales (*Appendix 1*) does not apply.

5.1.a A Study on job evaluation and performance-based contracts

To determine the ranking of jobs, the CLA includes job matrices and job profiles linked to 13 salary scales with a minimum and maximum salary. Does this system still fit the current way of working? To answer this question, during the term of this CLA, the CLA parties will explore which job evaluation system best suits the PLb sector. This survey will also include the usefulness and necessity of performance-based contracts. The outcome of this survey will be included in the negotiations for the next CLA. The CLA PLb is a minimum CLA; the company CLA can have different arrangements as long as the arrangements at company level are never less than what is agreed in the CLA PLb. This study relates only to the system of the CLA PLb.

5.2 Salary scales

This CLA includes a salary table in <u>Appendix 1</u>. For each salary group, you will see a minimum and a maximum salary. The minimum salary is the minimum salary that an employee earns in a particular position. The maximum salary is the maximum salary that an employee earns in a particular position. functie verdient.

5.3 Training period

If you are in an apprenticeship and do not yet meet all the job requirements, your employer can classify you in a lower salary scale than the scale corresponding to your position for up to three years. Your employer will make written arrangements with you about the length of the training period and how your salary will evolve during that period.

5.4 Salary increase

The applicable salaries will be increased by:

- 1.5% + €100 from 1 May 2025
- 2% on 1 January 2026

In May 2025, you will receive a one-off bonus of 750 euros gross for full-time employment if you were employed by the same employer continuously from at least 1 January 2025 through 1 May 2025. This bonus counts towards pension accrual.

If you started working for your employer after 1 January 2025 but before 1 May 2025, your bonus will be pro rated.



5.5 Year-end bonus

5.5.1

You are entitled to a year-end bonus of 4.5% of your actual annual salary excluding holiday allowance and the year-end bonus itself. The year-end bonus counts towards pension accrual.

5.5.2

You will receive the year-end bonus in December or immediately after leaving your employment in the year for which the bonus is calculated. Your employer can create a company scheme to also make the year-end bonus available in the Benefit Budget (Chapter 6)

5.6 Substitution allowance

5.6.1

If you substitute fully for another, higher-ranking position on your employer's instructions, you will receive an allowance for this purpose. The allowance is determined based on the regular promotion policy. If you are permanently appointed to the substituted position, the allowance will be converted into salary. The allowance is granted once you have held the other position uninterruptedly for longer than a month.

5.6.2

If you work shifts and replace a higher-ranking employee on day shift, you will receive both the substitution allowance in accordance with <u>article 5.6.1</u> and an allowance in accordance with the compensation arrangement after permanently leaving shiftwork (<u>article 3.8.5</u>). Your income will not fall below the salary you earned in your own position, i.e. including the full shiftwork allowance.

Target group

This rule applies to every employee assigned to shiftwork.

5.7 Relocation expenses

If you run your own household and have to move in the business interest, you are entitled to a relocation allowance. This entitlement ceases to apply if you have not moved within two years of your employer notifying you that you need to move.

Relocation allowance

The costs for relocation to be reimbursed are:

- α the costs of moving the household effects, including packing and unpacking;
- b the refurbishment costs: €7,750.

The allowance is given untaxed insofar as possible under the applicable tax conditions at the time.

Repayment

If you received a relocation allowance when you joined the company, you must repay it if you resign within two years of joining the company and within one year of moving house, or if you are dismissed for a reason attributable to you.

5.8 Pension benefits

If your employment contract ends because you retire with the ABP Multi-Option Pension or you receive IVA or WGA benefits, you will receive a benefit of 1.5 times your salary per month.

If you were declared partially unfit for work at the end of your employment contract and have not yet received any pension benefits, the benefit is calculated as if you had not been declared partially unfit for work.

If you receive a transition payment on leaving your employment because of illness or other incapacity for work, the transition payment will be deducted from the benefit of 1.5 times your salary per month.



6. Work and Choices

6.1 Benefit Budget

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

Purpose

You can use the Benefit Budget to tailor your employment conditions to your personal situation.

You can choose daily, weekly, monthly or yearly how you want to use your Benefit Budget. If you do not choose, the Benefit Budget will be paid with your salary every month. The Benefit Budget must obviously be applied within the limits of the law, this CLA and other applicable rules.

This arrangement is a minimum arrangement that can be further detailed at company level in consultation with the trade unions. More schemes and products can be added to the Benefit Budget. You can also opt for the original arrangements, as set out in *Appendix 5*, at company level.

Accrual

The employment conditions listed below are included in the monthly Benefit Budget. The text of the original arrangements is in *Appendix 5*.

Benefit Budget for employees employed on or after 1 January 2019

	% in Benefit Budget 1)
Holiday allowance 2)	8,00%
Benefit Budget contribution 3)	1,80%
Leave in excess of the statutory entitlement 4)	
Leave in excess of the statutory entitlement basis	2,00%
Above the overtime limit	0,80%

- 1) The percentages in this table are based on a 38-hour working week.
- The holiday allowance is calculated on the salary excluding holiday allowance (Article 4.9 CLA Energy 2010–2011).
- 3) The Benefit Budget contribution is calculated on the salary.
- The value of leave in excess of the statutory entitlement is calculated on the basis of your hourly wage.

Target group

This arrangement applies to employees employed on or after 1 January 2019.

Transitional arrangement for employees who entered employment before 1 January 2019

If you fall under one of the transitional arrangements for age-related leave (Appendix 6 to this CLA), and this age-related leave has been added to the Benefit Budget by your employer, this will stay in the Benefit Budget until 1 January 2029 at the latest. The structure of the Benefit Budget is included in Appendix 8 at c.

How the Benefit Budget works

You will receive the monetary value of the aforementioned arrangements in your Benefit Budget each month. If you have a performance-based contract, the value of the agreed employment conditions will naturally be made available in the Benefit Budget.

Products

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

- monev:
- additional leave hours;
- tax-efficient payment of union dues;
- budget reserves;
- pension.

Additional products may be added to the Benefit Budget at the company level.

Exchange value

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



Leave

- 1 You can purchase up to 216 additional hours of leave per calendar year as a supplement to your statutory leave, proportional to how long you have been employed.
- 2 If your employer has chosen to include other types of leave (above the minimum) in the Benefit Budget, a larger number of leave hours to be purchased can apply to you.
- 3 You are supposed to use additional leave hours in the calendar year in which you purchased them, unless you are making use of the possibility of accumulating leave.
- 4 The purchased leave is credited to your digital leave card. The same rules for taking purchased leave apply as for ordinary leave.
- 5 Once purchased, leave cannot be sold or sold back (as an addition to the Benefit Budget).

Expense allowances

If certain costs decrease because you purchase leave, any allowance you receive for those costs will be reduced proportionally.

Reserves

You can reserve all or part of your monthly Benefit Budget. The reserved amount can be used later in the calendar year, for example to purchase a more expensive employment condition or to have a one-off gross amount paid out. Earmarked budget that you do not use will be paid to you in money at the end of the calendar year.

End of employment

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

National insurance schemes

If you choose the product 'money' or you have your earmarked amount paid out, that is salary. Wage tax and social security contributions will be deducted from this salary.

Pension basis

Only the portion of the Benefit Budget that was previously pensionable is also pensionable when paid out. When it comes to the standard schemes included in the Benefit Budget, only the holiday allowance was pensionable.

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

6.2 Group health insurance

Your employer has a group health insurance scheme in which you can participate.

When you retire, you and your family members can continue to participate. Your employer seeks non-selective access for its employees and their family members and non-selective continuation of the insurance on termination of employment.

Employer's contribution

If you participate in your employer's group insurance and have also taken out supplementary insurance cover (with star), you will receive a gross annual employer's contribution of €380 (or gross monthly contribution of €31.67).

If you work part-time, you will receive the employer's contribution in proportion to your part-time percentage. However, if that percentage is 50% or more, you will receive the full gross annual contribution of €380 (or gross monthly contribution of €31.67).



7. Work and Sustainable Employability

7.1 Sustainable employability

Our vision

The energy market is in a state of flux and continues to evolve. Look at the energy transition, for example. It also has a major impact on employment in the sector and the demands placed on employees and employers. It requires flexibility and mobility from both parties. Each have their own role and responsibility for the employability and development of employees. Working on sustainable employability is an ongoing process in which doing is the key word: learning by doing.

Definition of sustainable employability

Sustainable employability means that you are given and use the opportunities during your career to function and continue to function healthily and with pleasure in your current and future work. This requires a working environment that gives you the opportunities to do this, while requiring an attitude and motivation from you to take advantage of these opportunities.

Both employers and employees are responsible for sustainable employability – it is about the present and the future and rests on these two pillars:

- 1 **Employability**: the ability to have and maintain productive and rewarding work now and in the future.
- Work ability: the extent to which you can physically and mentally meet the demands of your work. Vitality means having the mental resilience and perseverance to perform work with motivation and energy.

The CLA parties have made arrangements – at sector, company and employee level – on how employees feel ownership¹ and take responsibility for their own sustainable employability and vitality and how employers can facilitate this. It is crucial that you realise you need to keep developing to be ready for changes both within and outside your company. Employees who are and remain fit for

Ownership means that you a) are aware of the qualities and potential you have already acquired; b) know where you want to go in your working and active life; and c) have a personal plan for the future with at least the next steps needed to move towards that future. This requires you to have competences so you can manage your own career

the labour market² are attractive to employers.

Roles and responsibilities

Employers, employees, trade unions and participation bodies have their own role and responsibility in sustainable employability:

- CLA parties: from a common vision, they bring sustainable employability
 to the attention of employers, managers and employees in the sector.
 The CLA contains arrangements on tools that employees can use for their
 sustainable employability.
- Works Council puts sustainable employability on the agenda within companies wherever possible. It can help to encourage employees to use all available facilities and resources.
- Employers: have an encouraging and facilitating role by actively offering
 their employees resources to provide insight into their sustainable
 employability and enhance their employability, vitality and work ability.
 They also ensure that managers are able to properly discuss sustainable
 employability and development with their employees. This topic will have
 a permanent place in the ongoing interview cycle. Lastly, they encourage
 employees to talk to their manager about their future, make a personal
 development plan and take advantage of opportunities to work on their
 sustainable employability.
- Employees: they actively use the facilities offered by the employer, talk
 to their manager about their sustainable employability, make a personal
 development plan and act on it by taking specific steps to strengthen their
 sustainable employability.
- Sustainable employability is a distinctive part of HR policy. Several tools
 contribute to improving and maintaining the sustainable employability of
 employees. The CLA parties have agreed that the employers will continue
 and, where possible, expand their efforts in this area.
 - They regularly discuss ongoing initiatives, the wide range of tools and positive examples available from the various companies in the sector (or beyond). So that they can learn, share experiences and explore what further

Being fit for the labour market means that if you need or want to change jobs, you can accept a job with at least the same level and corresponding employment conditions within a reasonable time.



- steps can be taken. The aim is to create awareness amongst employees and managers that sustainable employability matters to everyone.

 Being employable is the new security for employees. Investing in your employability increases your labour-market value.
- Strategic personnel planning is a tool to identify possible future obstacles
 so that adjustments can be made in good time. With strategic personnel
 planning, you gain insight into the required positions and skills of the future.
 For example, this will help employees better understand what the energy
 transition means for their current position and their future labour market
 position. Because employees are included in the changes, they can prepare
 for them.

The CLA parties have made the following arrangements for the duration of this CLA:

• The PLb sector's Training and Development (O&O) fund plays a vital role in strengthening sustainable employability by offering tools that allow employees to take charge of their careers. The O&O fund supports the working group 'Energie van jou en energie voor jou' (Your energy and energy for you) in the further elaboration of proposals in the area of sustainable employability.

7.2 Career policy

- 1 You are primarily responsible for the education and training you need to keep yourself continually fit for the labour market.
- 2 You make your own personal training plan, while your employer supports your choices. You both make agreements on this plan each year.
- 3 You can ask your employer for an employability scan once every five years.
- 4 Your employer has drawn up career policy guidelines. These guidelines focus on the sustainable employability of employees in every age group.

Target group

This arrangement applies to every employee.

7.3 Personal Development Budget (PDB)

You will receive an annual Personal Development Budget (PDB) of €500. This budget allows you to engage in activities that enhance your employability.

 You can spend the PDB on any activities that aim to work on sustainable employability. For example, the PDB can also be used for an employability

- scan or other internal or external activities that contribute to this aim.
- You can also use the PDB to seek financial advice on how financially fit you are, using a preferred supplier that the employer has selected for this purpose.
- Depending on applicable tax regulations, your employer will deduct the compensation for the costs you make from your PDB budget as either taxed or untaxed deductions..
- The spending options of the PDB cannot be limited at company leve

Target group

This arrangement applies to every employee.

7.4 Study costs

Your employer will pay in full for training courses that it is obliged to offer by law (Section 7.611(a), paragraph 2, of the Dutch Civil Code). In these cases, training time also counts as work time and, if possible, such training takes place during working hours³.

Your employer can impose conditions for training not required by this Act. If you take a business-oriented study programme or training course, your employer will pay for it in full. You will make an arrangement in writing with your employer about this beforehand.

You will also make an arrangement in writing beforehand about any time you have to spend on your studies or training during working hours. As a general rule, your employer pays for 50% of this time.

The time for taking an end-of-course or other examination that falls during your working hours is fully at your employer's expense.

Your employer can cancel a granted allowance if you fail to attend classes regularly or study sufficiently. However, this will not happen if you are not to blame for this.

Your employer can reclaim the allowances paid to you if:

 α you terminate your study programme or training course early without a valid reason:

In accordance with the Transparent and Predictable Employment Conditions Act.



- b your employment contract is terminated during your study programme or training course;
- c your employment contract is terminated within two years of you completing your study programme or training course. In this case, the amount that your employer reclaims is proportional to the part of the two-year period that has not yet expired.

Your employer will not reclaim allowances paid to you for training courses required by law (Section 7.611(a), paragraph 2, of the Dutch Civil Code), if you are entitled to unemployment benefits after the end of your employment contract or if you retire.

7.5 Vitality scheme

The vitality scheme has the following three components:

- 1 1 vitality budget as of 1 January 2019;
- vitality budget transitional arrangements for employees employed on 31
 December 2018:
- 3 vitality pact.

7.5.1 Vitality budget as of 1 January 2019

The vitality budget is a budget in time; this time can be spent on vitality. The vitality budget must be used in the calendar year in which it is accrued. The vitality budget is not paid out and it expires if you leave your employment.

Employers may offer the option of cashing in the vitality budget and adding the monetary value to the Benefit Budget.

a. Employees employed on or after 1 January 2019

Starting 1 January 2024, you will receive an annual vitality budget of 3.5 days. If you have a part-time employment contract, you will receive a proportional vitality budget.

Target group

This arrangement applies to employees employed on or after 1 January 2019.

b. Employees employed on 31 December 2018

You will receive a vitality budget of 3 days per year starting 1 January 2024. If you have a part-time employment contract, you will receive a proportional vitality budget.

The transitional arrangements of <u>Appendix 8</u> apply until 1 January 2029, after which you will receive a vitality budget of 3.5 days per year.

Target group

This arrangement applies to employees employed on 31 December 2018. See <u>Appendix 8</u> for the vitality budget transitional arrangements for employees who were employed on 31 December 2018.

7.5.2 Working less and retirement

It is possible for employees to work less ten years before the target age in the then-applicable pension scheme but still accrue full pension. This can be done by using your vitality budget (in time) combined with other forms of leave.

7.6 0&0 contribution

The O&O contribution in this CLA period amounts to: 0.1% in 2025 and in 2026, based on the 2024 and 2025 wage bill respectively.



8. Work and Care

The Work and Care Act (WAZO) regulates which forms of leave are with full or partial pay. For some forms of care leave, this CLA includes arrangements that deviate from the statutory rules. These arrangements are set out below.

8.1 Parental leave

8.1.1 Paid Parental Leave Act

As from 2 August 2022, you can take paid statutory parental leave to care for a child in your family insofar as you are still entitled to parental leave. The condition for paid statutory parental leave is that you take the leave before your child turns one. If the child is a foster or adopted child, the leave must be taken in the first year the child joins the family. You can take nine times your average weekly working hours for each child as paid statutory parental leave. Your employer will apply for a benefit from the UWV for the paid statutory parental leave. The benefit is 70% of the maximum daily wage applicable to you.

8.1.2 Remaining parental leave

If your employment has lasted at least one year, your employer will pay you during the parental leave, or the remaining part of it, for which there is no entitlement to benefits under the Paid Parental Leave Act, 70% of the statutory minimum wage applicable to you over the part of the leave. If you work parttime, it will pay in proportion to the length of your working week.

You do not accrue holiday leave while on parental leave.

If you wish to take parental leave, you must notify your mar

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

Your employer pays and recovers the compulsory social security and other contributions to be withheld on the difference between your original salary and 70% of the applicable minimum wage, in accordance with the regular distribution of contributions.

These are the contributions for ABP Multi-Option Pension, the surviving dependants' pension and the AAOP contribution. The WW contribution is not withheld and paid at self-insured companies. At companies that are not self-insured, the WW contribution remains payable by your employer.

8.2 Special leave

You are entitled to paid special leave for following events:

- a on the day of relocation to which article 5.7 applies;
- on your wedding day/day of entering into a registered partnership and the following day;
- c on your child's wedding day/day of entering into a registered partnership;
- d on the day of the death of your partner, child (including foster children or stepchildren), parent or parent-in-law, brother or brother-in-law, sister or sister-in-law, grandfather or grandmother up to and including the day of the burial or cremation for a maximum of seven working days;
- to comply with a legal obligation (unless this has arisen because of your own fault or negligence): the time required for that purpose;
- f to perform work for and participate in meetings of public law boards to which you are appointed or elected. You must not be able to do this on your own time and you may not receive any income for it. Attendance fees and similar amounts are not considered income in this context: for a maximum of 15 days per calendar year.

If the business interest is at stake, the employer and employee will consult on the special leave to be taken.

Everyone experiences bereavement for a loved one differently, and everyone deals with it differently. How bereavement will impact your work is also different. You will make an agreement with your manager about what you need to process your grief.

Doctor's visits

In principle, you must visit your GP or specialist on your own time. If you can show that this is not possible, your manager will grant you paid special leave for this purpose.

Your employer may create a company scheme for this purpose.

Care leave

At your request, you will be granted unpaid special leave of up to two months immediately following the birth of a child in your family. If you have given birth yourself, you can link this unpaid leave directly to your post-natal maternity leave.



Your employer pays and recovers 100% of the social security and other contributions payable during the period of unpaid leave. These are the contributions for ABP Multi-Option Pension, the surviving dependants' pension and the AAOP contribution.

Your manager can give you special leave with retention of your salary to care for a sick child, partner or parent, depending on the specific situation. The condition is that this care cannot be arranged in any other way. You will make an agreement about the duration and scope of the leave with your manager.

Special situations

Your employer can grant paid or unpaid special leave in special situations.

8.3 Medical examinations

You will only have to undergo medical examinations at the start of your employment or when your position changes if special requirements are set for you in terms of medical fitness.

The employer will comply with the Royal Dutch Medical Association's pre-employment medical examination protocol for this purpose. The employer will pay the costs of the examination.



9. Work and Security

9.1 Illness and occupational disability: statutory provisions

If you are ill or unable to work so that you cannot perform your stipulated work, the statutory provisions of the Dutch Civil Code, the Sickness Benefits Act and the Work and Income (Capacity for Work) Act apply unless this chapter expressly states otherwise.

9.2 Illness

α Salary in case of illness

- 1 Your full salary is paid for the first 26 weeks of illness.
- 2 From the 27th week until the end of the second year of illness, 85% of your salary will continue to be paid.
- 3 Once you go back to work, your full salary will be paid again.
- 4 If you return to work on a gradual basis, the above applies proportionally.

b Illness resulting from an occupational accident

An occupational accident is an accident that is predominantly caused by the work you have to do or the special conditions under which you have to work. You must not have caused the accident through your own fault and/or your own carelessness as an employee. If you are ill as a result of an occupational accident, your full salary will be paid for the first two years of illness.

c Suitable work in case of illness

During the first two years of illness, your employer will try to get you suitable work. This can be your own work performed under different conditions but also other work. All work that is adapted to your strength and abilities is suitable work, unless you cannot be required to accept it for physical, mental or social reasons. If your employer's company has no suitable work for you, your employer will look for suitable work for you at another employer. You must accept suitable work offered to you.

d Reassignment within two years

You can be reassigned to another position within the first two years of illness or to your own position at a lower salary. Until the end of the second year of illness, you will not experience any financial disadvantage from this compared to the situation had you not been reassigned.

e **Determining the period of illness**

To determine the period of illness, periods during which you did not work because of illness are added together. However, if those periods are interrupted by work for four weeks or longer, a new period of illness then starts to count.

f Salary adjustment

Where appropriate, your former salary will be adjusted by the percentage of the formal collective salary increase.

g **Expert opinion**

If you and your employer disagree and this delays or stalls rehabilitation, your employer's own Occupational Health and Safety Service (OHSS) will first issue an opinion on the matter. If you still disagree, either you or your employer can request a non-binding expert opinion from the UWV.

An expert opinion can cover the following questions:

- whether you can fully do your own work;
- whether there is suitable work for you within your employer's company;
- whether your employer has made adequate efforts to help you return to work;
- whether you have made adequate efforts to return to work.

Your employer pays for the expert opinion.

h Second opinion

You have the option of asking the occupational physician for a second opinion. Your employer also pays these costs.



i End of continued payment or supplementation

The continuation or supplementation of your salary ends as soon as:

- you no longer meet the conditions;
- your employment contract has ended;
- you have become entitled to a state pension; or
- you die.

j Obligations during illness

If you cannot come to work because you are ill, notify your employer as soon as possible. You must abide by your employer's sickness regulations.

Your employer may stipulate that you can return to work only after it has explicitly given you permission to do so.

If you do not fulfil your obligations or abuse the arrangements, your employer can apply sanctions.

9.3 Incapacity for work

You are incapacitated for work if the UWV has determined a loss of earning capacity.

α Incapacity for work of less than 35%

If you are less than 35% incapacitated for work, you remain employed by your employer unless this is not possible because of a substantial business interest. If necessary, you will be reassigned to a suitable position. Your employment contract and salary will be adjusted to your actual earning capacity. You will receive a supplement of 70% of the difference between your old and new salary. Your former salary will also be adjusted by the percentage of the formal collective salary increase.

Any unemployment benefit will be deducted from the supplement if there is a loss of hours.

A substantial business interest justifying the termination of the employment contract always exists if:

- the current workplace and work cannot, in all fairness and reasonableness, be adapted so that the incapacitated employee can continue to properly perform their duties; and
- no other suitable work is available in the employer's organisation.

If your employment contract must be terminated because of a substantial business interest, you are entitled to one of the following additional benefits:

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

b Incapacity for work of 35%–80%

If you participate in the group insurance as referred to in <u>article 9.7</u>, the invalidity insurance will supplement your income in case of incapacity for work based on the policy conditions applicable to you.

c Incapacity for work of 80%–100%

If you participate in the group insurance as referred to in <u>article 9.7</u>, the invalidity insurance will supplement your income in case of incapacity for work based on the policy conditions applicable to you..

d Incapacity for work resulting from an occupational accident

If you are completely and permanently incapacitated for work because of an occupational accident, you are entitled to a supplement to your IVA benefit and any AAOP of up to 90% of your last salary.

If you are partially incapacitated for work because of an occupational accident, you are entitled to one of the following supplements after the first two years of illness.

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

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

During the WGA salary top-up benefit, you will receive a supplement of 90% of the difference between your old and new salary that you would earn if you fully used your residual earning capacity.



During the WGA follow-up benefit, you will receive a supplement to 75% of your former salary multiplied by degree of incapacity for work for a maximum of ten years.

If you became less than 35% incapacitated for work because of an occupational accident, your new salary will be supplemented to 90% of your former salary. This supplement ends if your employment contract is terminated. If there is a loss of hours, any unemployment benefit will be deducted from the supplement.

Any WGA benefit and AAOP you receive will be deducted from the supplements.

Reimbursement of expenses after an occupational accident

If your incapacity for work has been caused by an occupational accident, your employer will reimburse the medical or care costs it deems necessary that remain your responsibility.

Your employer may set further rules for this purpose.

e Obligations during incapacity for work

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

If your actions cause the WIA benefit to be reduced or fully or partially denied, your employer will still notionally assume a full WIA benefit for determining your supplement to the WIA benefit.

f Overlap with other income

Income received under this chapter combined with income from statutory insurance or work to aid your recovery cannot total more than your last salary.

If 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:

- 1. you already had this income before your illness or incapacity for work; and
- 2. you have not increased that work.

g Termination because of incapacity for work

If your employer wishes to terminate your employment on the grounds of incapacity for work, it must follow the applicable procedure. In this case, your employer may terminate your employment contract with a one-month notice period. This period differs from the notice periods in the Dutch Civil Code.

9.4 Unemployment

a Supplement to the WW benefit beyond the specified period

- The accrual and duration of WW benefits changed in the Act as of 1 January 2016. You will receive a supplement to your WW benefit beyond the specified period. The duration of the WW benefit and the supplement beyond the specified period equal the duration of the WW entitlements as these applied on 31 December 2015. This means that you will remain entitled to the accrual of one month of WW for each year worked up to a maximum of 38 months.
- 2. You and your employer will not pay a contribution for the post-statutory WW benefit. A private solution has been chosen for the supplement beyond the specified period.

b WW supplement exceeding the statutory minimum in case of a reorganisation

You are entitled to a supplement exceeding the statutory minimum to both your WW benefit and your post-statutory WW benefit if your employer terminates your employment contract because your position ceases to exist following a restructuring, company closure, or reduction of work. This rule does not apply if the end of your fixed-term employment contract coincides with the restructuring.

Duration of a supplement to the WW benefit

The supplement to the WW benefit starts on the first day of the WW benefit. The duration is linked to the number of uninterrupted years of service in the sector, for which purpose one full year of service confers the right to one month's supplement. A year of service in the sector is a year in which you have worked without interruption in the PLb sector under an employment contract with any company. If you have been employed without interruption in the wider Energy-WENB sector in the same group to which your employer belongs, the number of uninterrupted years of service in this wider sector counts. This



means that your previous employers in the group must have been signatories to the CLA PLb, the CLA NWb or the preceding CLAs.

The supplement ends no later than the end date of the WW benefit or the extended WW benefit (maximum 38 months).

If the WW benefit is suspended for any reason other than because you have other work, the supplement stops during the period of suspension. Payment of the supplement resumes when the WW benefit resumes. The remainder of the supplement you have not yet received will then be reinstated as a supplement to your WW benefit.

The supplement always ends as soon as there is no more entitlement to a WW benefit.

Amount of the supplement to the WW benefit

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

When calculating the supplement, all income (salary, WW and ZW benefits, etc.) is taken into account.

Expiry of the WW supplement

As long as you are entitled to a WW benefit from the UWV, you must comply with the UWV's instructions and rules.

If the UWV refuses to pay all or part of the statutory WW benefit because you fail to comply with the obligations to prevent or end unemployment, all or part of the supplement to the WW benefit will also be stopped, to the same extent as the sanction imposed by the UWV.

This also applies if you temporarily receive no or a lower WW benefit because of a reduction attributable to you.

During both the statutory and extended WW period, you must also comply with instructions given by or on behalf of the employer. If you fail to do so, the employer can decide to terminate all or part of the WW benefit, the extended

WW benefit or the supplement to them, permanently or otherwise. During the statutory WW period, the employer can do this only if the UWV refuses to impose a measure on the employee despite a request by or on behalf of the employer to do so.

You will always permanently lose your full entitlement to the WW supplement if you:

- a. refuse a reasonable offer of suitable employment;
- b. do not cooperate adequately in finding suitable employment; or
- c. agree in writing with your employer that you will not lay claim to the supplement.

Supplement to a ZW benefit

If you become incapacitated for work during the period in which you receive a statutory or extended WW benefit, you will receive a ZW benefit from the UWV. This statutory or extended benefit is also supplemented up to the aforementioned percentage.

An employee who becomes incapacitated for work because of pregnancy will receive a supplement of up to 100% for the period until the start of the maternity allowance.

When calculating the supplement, all of your income (salary and WW benefits, etc.) is taken into account.

If you temporarily receive no benefit or a lower benefit because of a reduction attributable to you, the supplement will be based on the benefit amount you would have normally received.

If the UWV refuses to pay all or part of the ZW benefit because you fail to comply with your obligations, all or part of the supplement will also be stopped, to the same extent as the sanction imposed by the UWV.

The supplement ends when the supplement to the WW benefit would also have ended or when the ZW benefit ends.

⁴ Notwithstanding how salary is defined in the CLA, Article 9.5 includes the year-end bonus in the salary.



9.5 Survivor and death benefits

If you die, your salary will be paid up to and including the month of your death. As soon as possible after your death, a benefit of three times your last salary will be paid to the following person(s):

- α your spouse from whom you are not permanently separated; or
- b if you have no spouse: your minor legitimate, natural and foster children; or
- c if you have no minor children: your adult children, parents, brothers or sisters if you were their main breadwinner.

If you were not a breadwinner for these individuals, your employer can use the benefit to pay all or part of the costs of your last illness and your burial or cremation to the extent that they cannot be paid from your deceased estate. If there is also an entitlement to a death benefit under the WIA or another scheme, the benefit payable by your employer will be reduced accordingly.

Death caused by an occupational accident

If you die because of an occupational accident that you did not cause intentionally, those entitled to a surviving dependants' pension from the ABP will be awarded a benefit of 18% of the surviving dependants' pension. This benefit ends as soon as you would have become entitled to a state pension. If the benefit is paid to your partner, it also ends in the month following the month in which they remarry.

9.6 Liability insurance

Your employer is obliged to have insurance against the risks of third-party liability. It must also insure the risk of third-party liability for any loss, damage or injury ('damage') you cause to others, including colleagues, while working. If the insurance does not cover this damage, your employer can recover the damage from you if it was caused by your intent or wilful recklessness.

9.7 Group disability insurance

As an employee, you can participate in a group insurance scheme that protects all or part of your income if you become fully or partially incapacitated for work ('AOV insurance'). You have to pay the premium for this insurance yourself. If you participate in this insurance, you will receive a contribution from your employer towards the premium of 0.25 percentage points of your pensionable salary.

9.8 Adjustment in your job level (demotion)

You can agree with your employer to move to a less demanding, lower-paid position. You will then also receive less salary. However, if you are then within ten years of the applicable retirement age, you can consult with your employer about continuing your pension accrual based on your old salary.

9.9 Pension

The Stichting Pensioenfonds ABP's pension scheme applies. You can find detailed information about the pension scheme on the ABP website (www.ABP.nl).

Under certain conditions, an employer can request dispensation from CLA parties for the application of the ABP pension scheme when it joins the CLA PLb. The conditions are included in <u>Appendix 9</u>. A request can be submitted through the WENB secretariat.



10. Work and trade unions

10.1 Contribution to trade unions

10.1.1

As of 1 January 2025, an employer will pay an annual contribution of €20 for each employee to the trade unions. As of 1 January 2026, an employer will pay an annual contribution of €21 for each employee to the trade unions. The number of employees on 1 January of each year is decisive.

10.1.2

The contribution each trade union that is a party to the CLA receives is determined in proportion to the number of trade-union members working in the sector. The trade unions arrange the distribution of contributions amongst themselves.

10.2 Leave for trade-union activities

If the business interest allows it, you will be given paid leave on written request from a trade union to:

- a participate as a board member or delegate in courses and meetings of the bodies regulated by the trade unions' charters: maximum of 26 days per calendar year;
- b participate in training and continuous professional development meetings to be provided by the trade union, insofar as the previous paragraph or the Works Councils Act does not provide for this: maximum of five days per calendar year.

10.3 Restructuring

10.3.1

An employer planning to restructure requests an opinion from the Works Council in good time.

10.3.2

The employer must also inform the trade unions if the impact of the planned restructuring or business closure cannot be absorbed with the existing employment conditions.

The redundancy plan agreed by the parties will be applied in that case. This redundancy plan governs the social consequences arising from restructuring at employers in the Production and Supply Companies sector that are members of the employer organisation WENB and self-insured for WW. The redundancy plan applies to restructuring for which a request for an opinion has been submitted to the Works Council in accordance with Section 25 (1)(c), (d), (e) or (f) WOR during the period 1 January 2025 through 31 December 2026.

10.3.3

Information submitted in connection with the above must be kept confidential at the request of one or both parties.



Appendix 1 Salary Table

Sector salary table

This table applies to employees who are full professionals. This classification has been determined on the basis of the job matrix (Appendix 2) and the corresponding job profiles (Appendix 3).

This table does not apply to students (BOL/BBL) or employees who are in their training period (article 5.3).

Sector salary table as of 1 July 2024

Job grade	Minimum (€)
1	
2	
3	
4	
5	2.525
6	2.525
7	2.573
8	2.888
9	3.120
10	3.391
11	3.719
12	4.104
13	4.482

Sector salary table as of 1 May 2025

Job grade	Minimum (€)
1	
2	
3	
4	
5	2.640
6	2.640
7	2.711
8	3.031
9	3.267
10	3.542
11	3.875
12	4.266
13	4.649

Salary table as of 1 January 2026

Minimum (€)
2.693
2.693
2.765
3.092
3.332
3.613
3.953
4.351
4.742



Appendix 2 Job Matrices

Class	Management	Staff	Technical aspects	Facilities	Administrative/ Economic	Information/ Automation	Commercial market/ customers
3				Facilities Assistant			
4			Assembly Worker/Assistant Mechanic	Warehouse Assistant Archives Clerk	Meter Reader		
5			Service Mechanic		Administrative Clerk Accounts Payable Clerk Customer Administration Clerk		• Call Center Agent
6		• HR Assistant	Mechanic (E) Maintenance Mechanic (E or W)				
7			Station TechnicianProduction TechnicianMaintenance Technician (E or W)	Management Assistent	Accounting Clerk	Help Desk Representative (ICT)	Customer Service Representative (Call centre)
8			Installations Supervisor/ Planner (E) Measurement and Security Technician Public Lighting Engineer Chief Maintenance Technician (W or E)		Financial Administration Assistant (accountant)		
9		• PR and Communication Officer	Network Designer (E)				
10					Financial Reporting and Management Information Assistant	Application Manager	Account Manager (medium-sized accounts)
11		HR Consultant QHSE & Security Consultant	Production Shift Leader/Team Leader Dispatcher	Senior Buyer		Business Systems Information Analyst	Marketing Consultant
12	• Maintenance & Faults Manager		Assetmanager Reliability Engineer			ICT Project Leader	Product ManagerTraderSenior Account Manager
13	• Head of Operations		Technology Project Leader Business Planner				



Appendix 3 Job Profiles

Section 1.01 Class	Section 1.02 Job title	(a) Managerial duties Section 1.03	Core duties	Indication of training Level
3	Facilities Assistant	Non-applicability	Fulfils the role of facilities caretaker at assigned locations; this involves: 1. inspecting against a checklist of various facility issues and taking action, if necessary and 2. performing all common facilities work (both planned and requested). Performs preventive and corrective civil-engineering maintenance. Keeps records of the completed work. Supervises and controls third-party work.	PREVOCATIONAL SECONDARY EDUCATION (VMBO)
4	Assembly Worker/ Assistant Mechanic	Non-applicability	Assists the Mechanic (electricity, gas and water) and technicians with tasks. Performs excavation work. Performs simple recordings and monitoring activities.	Senior secondary vocational education (MBO) level 1 basic vocational learning pathway (BBL) (Junior secondary technical school (LTS) + Assistant Mechanic Low Voltage Networks (AMLN))
4	Warehouse Assistant	Non-applicability	Performs warehouse work. Receives, sorts, checks, stores, conditions and issues warehouse goods	Prevocational secondary education (VMBO) & business- oriented education
4	Archives Clerk	Non-applicability	Systematically archives documents, checks documents for completeness and records them in the archive register. Orders and arranges issue of office supplies. Provides documents for inspection and prints digitally recorded documents.	Senior secondary vocational education (MBO) level 1 basic vocational learning pathway (BBL) (ECABO administration, archive) SOD1
4	Meter Reader	Non-applicability	Takes meter readings, possibly with a hand-held computer. Identifies irregularities. Informs and reports. Checks meters for placement and operation. Performs connections and disconnections, e.g. for relocations. Performs vacancy checks. Exchanges information with customers.	Prevocational secondary education (VMBO) VILS training VIAG training
5	Service Mechanic	Non-applicability	Makes primary and secondary connections E (LV), gas (LP), heat and water. Performs work in the meter cupboard. Identifies leaks. Performs first-line fault service (main fuse, gas complaints, leaking main taps, exchanging meters).	Senior secondary vocational education (MBO) level 2 basic vocational learning pathway (BBL) (MBO level 1 plus job-related training)
5	Administrative Clerk	Non-applicability	Supports the administrative process. Enters data in the system. Monitors the progress of requests for offers, etc. Keeps records: types out correspondence.	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL)
5	Accounts Payable Clerk	Non-applicability	Keeps the accounts payable records (records, checks, makes journal entries and makes invoices payable). Records turnover tax for the purpose of turnover tax returns.	Senior secondary vocational education (MBO) level 3 with a Certificate in Bookkeeping



Section 1.01 Class	Section 1.02 Job title	(a) Managerial duties Section 1.03	Core duties	Indication of training Level
5	Customer Administration Clerk	Non-applicability	Processes daily transaction flow in various customer files. Performs invoicing work for energy supply and other receivables.	Senior secondary vocational education (MBO) level 2 basic vocational learning pathway (BBL) (administrative)
5	Call Centre Agent (customer process)	Non-applicability	Provides general information to customers about products and services, including delivery, termination, relocation. Handles outbound calls about service, after-sales etc. using a script. Performs administrative work.	PREVOCATIONAL SECONDARY EDUCATION (VMBO) Senior secondary vocational education (MBO) level 3 or Call Centre Operator training at a regional training centre
6	HR Assistant	Non-applicability	Performs HR administration and correspondence for commencement of employment, appointment, changes and resignation/dismissal. Processes changes in personnel information system. Provides administrative support to the HR consultant. Provides information to employees on the application of company schemes.	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL) (secretary with HR administration as an optional subject)
6	Mechanic (E)	Non-applicability	Performs work in the MV/LV distribution network for construction, management and maintenance. Powers up the network. Sets up MV stations. Performs first-line breakdown service. Informs customers about supply interruptions. Instructs contractors' employees	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL) (Chief Mechanic for MV installations) (Junior secondary technical school (LTS) and Electrotechnical Vocational Education Association (VEV))
6	Maintenance Mechanic (E or W)	Non-applicability	Performs maintenance on and troubleshoots mechanical systems and components of energy conversion plants in accordance with established standards of quality, safety and timeliness in order to maximise their availability.	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL) (Chief Mechanic for MV installations) (Junior secondary technical school (LTS) and Electrotechnical Vocational Education Association (VEV))
7	Station Technician	Non-applicability	Performs powering up operations when installing HV and LV. Performs quality checks, sets up and tests equipment. Performs maintenance and new construction work on primary, secondary and tertiary installations. Performs a breakdown service.	Senior secondary vocational education (MBO) level 4 basic vocational learning pathway (BBL) (technician for MV installations)
7	Production Technician	Non-applicability	Contributes to uninterrupted electricity production by performing operation and control work (under the responsibility of a Senior Production Technician) in the control room and on site (boiler house, turbine hall and other installations) including performing first-line maintenance.	Senior secondary vocational education (MBO) for All-round Operations Technician (AOT) or Power Plant Engineer (Rewic)



Section 1.01 Class	Section 1.02 Job title	(a) Managerial duties Section 1.03	Core duties	Indication of training Level
7	Maintenance Technician (E or W)	Non-applicability	Prepares and performs maintenance. Performs complex and other troubleshooting on electrical measurement and control automation technology systems and components of energy conversion plants in accordance with established standards of quality, safety and timeliness to maximise their availability.	Senior secondary vocational education (MBO) level 4
7	Management Assistant	Non-applicability	Provides secretarial support to manager and management team (MT) members. Handles incoming post and monitors its processing. Keeps records. Arranges internal and external meetings and makes appointments.	Senior secondary vocational education (MBO) level 4 pre- vocational learning pathway (BOL) or senior general secondary education (HAVO)/preuniversity education (VWO) + Schoevers training institute
7	Accounting Clerk	Non-applicability	Performs bookkeeping work. Assists in preparing reports. Monitors quality of the documenting process. Performs business administration work, such as settling work for third parties. Handles correspondence and liaises with third parties, including in relation to claims.	Senior secondary vocational education (MBO) or senior general secondary education (HAVO) + MBA Senior secondary vocational education (MBO) level 4
7	Help Desk Representative (ICT)	Non-applicability	Provides first-line support to PC end-users. Identifies problems and makes suggestions for improvement.	Senior secondary vocational education (MBO) level 4 pre- vocational learning pathway (BOL) (Computer Science)
7	Customer Service Representative (Call centre)	Non-applicability	Handles telephone queries and complaints, following standard procedures whenever possible. Provides telephone information and advice on invoicing, bills, meter reading, payments and collections, products, tariffs, connections, energy savings and installations. Receives and analyses fault reports. Makes payment arrangements within the agreed frameworks. Conducts telephone surveys.	Senior secondary vocational education (MBO) level 4 pre-vocational learning pathway (BOL) (technical and administrative) or senior general secondary education (HAVO) Targeted training for call centre activities
8	Installations Supervisor/ Planner (E)	Functional management of up to five employees Manages contractors	Works out network plans for completing electrical installations in detail and reserves materials. Oversees execution. Powers up the network. Performs calculations. Performs second-line breakdown service. Liaises with customers, contractors and installers. Pays attention to the continuity of the power supply.	Senior secondary vocational education (MBO) level 4 pre- vocational learning pathway (BOL) (senior secondary technical school – electrical engineering course (MTS-E))
8	Measurement and Security Technician	Non-applicability	Manages security systems in 10 KV stations. Installs and manages metering set-ups. Analyses voltage complaints.	Senior secondary vocational education (MBO) level 4 pre- vocational learning pathway (BOL)(electronics)



Section 1.01 Class	Section 1.02 Job title	(a) Managerial duties Section 1.03	Core duties	Indication of training Level
8	Public Lighting Engineer	Non-applicability	Handles projects, subsequent costing and bids of public lighting projects in consultation with clients and management unit. Provides project drawings. Liaises with clients. Handles correspondence	Senior secondary vocational education (MBO) level 4 prevocational learning pathway (BOL) (senior secondary technical school – electrical engineering course (MTS-E) Knowledge of public lighting and illumination
8	Chief Maintenance Technician (W or E)	Manages up to five employees. Manages contractors	Oversees and also performs breakdown, maintenance, overhaul and modification work. Performs management support work as a technical specialist.	Senior secondary vocational education (MBO) level 4 (W or E) + planning course
8	Financial Administration Assistant (accountant)	Non-applicability	Monitors general ledger integrity and handles payment transactions. Prepares parts of the financial statements and performs internal audits. Performs subsequent costing, analysis and sets standards.	Senior secondary vocational education (MBO) level 4 pre- vocational learning pathway (BOL) upper secondary vocational education in business and administration (MEAO)
9	PR and Communication Officer	Non-applicability	Completes communication-related projects. Develops documentation. Organises promotional activities (e.g. at a product launch).	Higher professional education (HBO) (communication)
9	Network Designer (E)	Non-applicability	Designs extensions and adaptations of distribution networks, installations and connections (MV/LV). Prepares budgets and tenders for municipalities (reconstructions) amongst other parties. Organises part of the preparations and hands over projects. Supports the coordinator and technical staff in meetings with such parties as municipalities and project developers. Explains the plans internally and externally.	Higher professional education (HBO) level (senior secondary technical school (MTS+))
10	Financial Reporting and Management Information Assistant	Non-applicability	Performs and reports on commercial analyses. Provides support in preparing the business plan. Prepares monthly and quarterly reports.	Higher professional education (HBO) (School for higher education in economics and management (HEAO)/National Diploma in Business Studies (SPD))
10	Application Manager	Non-applicability	Manages and maintains functionally medium-sized applications and supports users in their application. Prepares the user manual. Performs authorisations and the administration. Assists in analysing information needs	Higher professional education (HBO) level (business administration/computer science)
10	Account Manager (medium-sized accounts)	Functional management of several employees	Maintains the relationship with assigned medium-sized accounts. Prepares account plans. Advises customers on possible savings or products.	Higher professional education (HBO) (technical/commercial)



Section 1.01 Class	Section 1.02 Job title	(a) Managerial duties Section 1.03	Core duties	Indication of training Level
11	HR Consultant	Functional management of administrative employee(s)	Supports and advises management in the operational implementation of personnel work. Recruitment and selection Education and training Career policy Remuneration and job evaluation Assessment. Advises management on policy analysis and adaptation. Provides information and education to managers and employees. Liaises with institutions and agencies.	Higher professional education (HBO) (Personnel and Work (APPB)/ Human Resources)
11	QHSE & Security Consultant	Functional management of QHSE projects (30–50% of the time)	Ensures development, implementation and achievement of QHSE objectives. Gives advice in this regard. Ensures alignment of QHSE policies.	Higher professional education (HBO) Higher education in engineering and technology – electrical engineering (HTO-E)
11	Production Shift Leader/ Team Leader	Manages up to ten employees.	Leads a production team for each generation unit, aimed at achieving an optimal process yield while meeting the set safety and environmental requirements and/or operational standards.	Higher professional education course in general operational technology (HBO AOT)
11	Dispatcher	Non-applicability	Uses production units for optimal economic results in intraday and day-ahead trading, taking preconditions into account. Responds to opportunities (intraday) that occur throughout the day in the electricity and imbalance market. 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 (HBO) / University bachelor degree education (WO)
11	Senior Buyer	Non-applicability	Conducts market research to procure strategic and other goods and services. Chooses from bids and concludes framework and other contracts with suppliers. Negotiates products and prices with suppliers.	Higher professional education (HBO) (Commercial Economics)
11	Business Systems Information Analyst	Non-applicability	Analyses the information needs for larger systems. Coordinates, leads or participates in project groups. Assesses user requirements. Provides implementation training.	Higher professional education (HBO) (Computer Science)
11	Marketing Consultant	Non-applicability	Supports Product Management and Sales Departments in approaching the market(s). Conducts research into external market developments in various market segments. Provides databases, makes analyses, provides support in drafting marketing plans. Contributes to marketing strategy and policy.	Higher professional education (HBO) (Commercial Economics + NIMA C Marketing Diploma)
12	Maintenance & Faults Manager	Manages 50 employees on average	Ensures optimal and undisrupted operation of distribution networks. Organises the scheduling and staffing of the breakdown service. Establishes maintenance schedules and analyses maintenance results. Consults with municipalities, contractors, suppliers and customers.	Higher professional education (HBO) Institute of technology – electrical engineering course (HTS-E) Higher Gas Technology (HGT) modules
12	Assetmanager	Non-applicability	Manages and optimises part of the installations aimed at meeting safety, environmental and other statutory requirements and optimising installation reliability and maintenance costs.	Higher professional education (HBO) engineering and technology + business administration or business economics



Section 1.01 Class	Section 1.02 Job title	(a) Managerial duties Section 1.03	Core duties	Indication of training Level
12	Reliability Engineer	Non-applicability	Achieves optimum use of generation units in terms of safety, efficiency and availability through developing, implementing and improving/updating installation management concepts, consulting and direct support, and coordinating projects in the field.	Higher professional education (HBO) engineering and technology
12	ICT Project Leader	Manages project teams as project leader (long-term projects)	Completes extensive ICT projects by structuring, organising, managing and evaluating them. Optimally implements new ICT developments and applications in the business processes.	Higher professional education (HBO) or university bachelor degree education (WO) (Computer Science)
12	Product Manager	As project leader, manages the entire life cycle of products.	Contributes to the development of the product portfolio. Develops new products. Initiates marketing of products. Leads projects on successful market development. Arranges market introductions.	Higher professional education (HBO) or university bachelor degree education (WO) (Business Administration)
12	Trader	Non-applicability	Trades and arbitrates in the electricity markets that are decisive for the portfolio. Performs transactions in the long-term electricity market (equal to or longer than one day) to increase the value of Assets, make hedging gains and enhance market liquidity.	University bachelor degree education (WO)
12	Senior Account Manager	Operational and functional management of several account managers in a market segment	Manages large accounts. Consults on and concludes contracts. Negotiates with potential customers. Prepares account plans. Makes arrangements with network companies. Participates in projects for new products.	Higher professional education (HBO) (commercial technical) or Academic professional and intellectual ability
13	Head of Operations	Manages team leaders and production technicians on day shift	Ensures the implementation and monitoring of the production process and fault maintenance in accordance with the production planning, environmental and safety requirements and the performance requirements of production equipment to achieve optimal electrical and thermal energy production. Manages the commissioning and decommissioning of production equipment and ensures quality standards are maintained.	Higher professional education (HBO) engineering and technology or university bachelor degree education (WO)
13	Technology Project Leader	Manages project teams as project leader (long-term projects)	Translates policy choices into concrete project plans, prepares budgets and sets term. Manages the completion of extensive and special company-wide change projects.	Higher professional education (HBO) or university bachelor degree education (WO) professional and intellectual ability (technical business administration)
13	Business Planner	Non-applicability	Prepares policy proposals for long-term business planning. Formulates proposals for improvements to main and other processes within the undertaking to increase efficiency. Anticipates market developments by conducting market analyses and high-level studies.	University bachelor degree education (WO)



Appendix 4 Calculating the shift allowance

Shift allowance calculation

The salary according to the salary scale is based on a 38-hour working week with the hours to be worked within standard working hours. The shift allowance is an adjustment to the salary according to the salary scale and compensates for:

- working hours in the shift schedule that fall outside standard working hours (for shift work, standard working hours are Mondays to Fridays from 7 am to 6 pm) and
- the difference between the total number of hours to be worked according to the duty schedule and the normal 38-hour working week.

The adjustment for the difference between the number of hours to be worked in relation to normal working time will be determined by the difference of the annual working time of the schedule and the annualised length of the working week of an average of 38 hours per week in full-time employment, with the compensation in time of one hour corresponding to one hourly value point. The adjustment for working outside standard working hours is determined based on the hourly values from the inconvenience matrix set out in *Article 3.8.2 under c*

If public holidays are scheduled as days to be worked in a continuous shiftwork schedule, 105 points per year divided by the number of shifts is added for determining the shift allowance.

As of 1 May 2025, 115 points will be added when determining the shift allowance because the 5th of May has been made a national public holiday.

Sample shift allowance calculation: Five-shift continuous shiftwork through 1 May 2025

1 Determining the value of inconvenience based on the inconvenience matrix

from Monday to Friday 13 hours x

 0.5 points per day = 6.5 x 5 days =
 plus 24 hours x 1.0 point on Saturday =
 plus 24 hours x 1.0 point on Sunday =

 Total per week
 32.5 points;
 24.0 points;
 80.5 points;

Per year over 52 weeks: 52×80.5 points = 4,186 points. Plus 105 additional points for scheduled public holidays = 4,291 points for the total inconvenience value.

After multiplying the inconvenience value by the adjustment factor for continuous shiftwork of 0.9574, the adjusted inconvenience value of this schedule is 4,108.2 points. The inconvenience value of each shift is $4,108.2 \div 5 = 821.6$ points.

2 Compensation in time

Compensation in time is the difference between a 38-hour work week and the actual time worked per week.

On a 52-week basis, the compensation in time for the five-shift continuous shift is: $52 \times (38 - 33.6) =$

52 x 4.4 hours = 228.8 hours.

3 Monetary compensation

Monetary compensation is calculated by subtracting the compensation in time from the total value of points

for each shift, and then dividing the result by the number of standard hours to be worked per year:

So: (821.6 - 228.8 =) 592.8 points to be divided by $(52 \times 38 =) 1,976$ hours. For a working time of 33.6 hours in five-shift continuous shiftwork, this results in an allowance of $(592.8 \div 1,976) = 30\%$.

Starting on 1 May, the 5th of May will count as a public holiday. A sample calculation as of 1 May 2025:

1 Determining the value of inconvenience based on the inconvenience matrix

• from Monday to Friday 13 hours x

0.5 points per day = 6.5 x 5 days = 32.5 points;
plus 24 hours x 1.0 point on Saturday = 24.0 points;
plus 24 hours x 1.0 point on Sunday = 24.0 points;
Total per week 80.5 points;

Per year over 52 weeks: 52×80.5 points = 4,186 points. Plus 115 additional points for scheduled public holidays = 4,301 points for the total inconvenience value.

After multiplying the inconvenience value by the adjustment factor for continuous shiftwork of 0.9574, the adjusted inconvenience value of this schedule is 4,117.8 points. The inconvenience value of each shift is 4,117.8 \div 5 = 823.6 points



2 Compensation in time

Compensation in time is the difference between a 38-hour work week and the actual time worked per week. On a 52-week basis, the compensation in time for the five-shift continuous shift is: $52 \times (38 - 33.6) = 52 \times 4.4$ hours = 228.8 hours.

3 Monetary compensation

Monetary compensation is calculated by subtracting the compensation in time from the total value of points for each shift, and then dividing the result by the number of standard hours to be worked per year.

So: (823.6 - 228.8 =) 594.8 points to be divided by $(52 \times 38 =) 1,976$ hours. For a working time of 33.6 hours in five-shift continuous shiftwork, this results in an allowance of $(594.8 \div 1,976) = 30.1\%$.



Appendix 5 Benefit budget sources

Benefit Budget Sources

The article references included in this schedule refer to the article of the last CLA in which this article appeared.

The dated provisions have been omitted and the relevant amounts updated to reflect current CLA arrangements.

Artikel 4.8 (CLA Energy 2010–2011)

Contribution under the life-course savings scheme

Employees born after 1949 and those born before 1950 but not employed without interruption by an employer as from 1 April 1997 are entitled to an employer's contribution under the life-course savings scheme of 1.8% of their salary. The employer's contribution is not pensionable.

The contribution under the life-course savings scheme is made available monthly in the Benefit Budget (*article 6.1*).

Article 4.9 (CLA Energy 2010–2011)

Holiday allowance

- 1 Employees are entitled to a holiday allowance for each period of entitlement to their salary.
- 2 The holiday allowance per calendar month is 8% of the employee's salary in that month (excluding holiday allowance), on the understanding that for employees aged 21 or older in the applicable month, at least an amount equal to 8% of:

€2,776 (salary level on 1 July 2024)

€2,918 (salary level on 1 May 2025)

€2,976 (salary level on 1 January 2026)

will be paid, which amount will be reduced proportionally for part-time work.

- 3 The year for 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 year, the holiday allowance will be paid at that time for the period between the end of the last period for which the holiday allowance was paid and the resignation/dismissal date.

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

Article 9.1 (CLA Energy 2010–2011)

Length of holiday leave in excess of the statutory minimum

According to the situation on 1 January in the relevant calendar year, the length of holiday leave in excess of the statutory minimum for full-time employment on an annual basis is set at:

- 40 hours of leave in excess of the statutory minimum; plus
- 16 hours of additional leave in excess of the statutory minimum for employees above the overtime limit (see Article 6.6 of the CLA Energy 2010–2011).

The monetary value of the holiday leave in excess of the statutory minimum is made available monthly in the Benefit Budget (article 6.1).

Article 9.2 (CLA Energy 2010-2011)

Increase in holiday leave

In full-time employment, employees are also entitled to additional leave hours on an annual basis according to the schedule below. This is determined by the age the employee turns in the calendar year.

Age additional leave hours:

40 t/m 49: 8 50 t/m 54: 16 55 t/m 59: 24 60 en ouder 32

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

Note: the transitional arrangements for age-related leave are set out 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 (CLA Energy 2010–2011)

Entitlements to special-purpose leave

Employees are entitled to eight hours of special-purpose leave each year.

The monetary value of these eight hours of special-purpose leave is made available monthly in the Benefit Budget (article 6.1).

As of 1 January 2019 the special-purpose leave has been incorporated into the Vitality Budget (*Appendix* 7).



Appendix 6 Transitional and guarantee arrangements

The article references included in this schedule refer to the article of the last CLA in which this article appeared.

Production

New shiftwork system guarantee

For existing shifts, employees who were employed on 1 January 2002 and to whom the CLA Production Sector applied at that time are guaranteed the old allowance percentage as referred to in Chapter 5A of the CLA Production Sector 2001–2003. This already takes account of the increase of €22.69, the minimum calculation basis of €1,905.88 plus the two additional days per year (Article 37, paragraphs 4 and 5; Article 38 paragraph 1 of Part II of the CLA Energy and Utilities Companies 2000–2001).

Transitional arrangements for age-related leave (CLA Energy 2010–2011) Production

- 1 Employees to whom the CLA Production Sector applied on 31 December 2007 and who turned 50 in 2007 are entitled to an increase in statutory leave by 40 hours of leave in excess of the statutory minimum and will continue to be entitled to an increase in statutory leave by 48 hours of leave in excess of the statutory minimum, according to the old arrangement, when they turn 55.
- 2 Employees to whom the CLA Production Sector applied on 31 December 2007 and who did not turn 50 or older in 2007 remain entitled to an increase in statutory age-related leave by the number of days (hours) of leave in excess of the statutory minimum to which they were entitled on 31 December 2007:
 - aged 30-34 in 2007: 1 day (8 hours);
 - aged 35-39 in 2007: 2 days (16 hours);
 - aged 40-44 in 2007: 3 days (24 hours);
 - aged 45-49 in 2007: 4 days (32 hours).
- 3 There is no further accrual under the old arrangement. The leave entitlement will be increased under the new arrangement only if the employee becomes entitled to more leave hours under Article 9.2 of the CLA Energy 2010-2011 than they were entitled to in 2007.
- 4 For the aforementioned categories of employees, this transitional arrangement replaces Article 9.2 of the CLA Energy 2010-2011.

Distribution

New shiftwork system guarantee

The old allowance percentage referred to in Chapter 7 of the CLA Distribution Sector 2005–2007 is guaranteed for employees who were employed and working shifts on 31 May 2007 and for whom the CLA Distribution Sector applied at that time for the schedule in which they were classified on 31 May 2007.

Transitional arrangements for age-related leave (CLA Energy 2010–2011) Distribution

Employees employed at the employer on 31 March 2001 who did not turn 50 or older in 2001 will remain entitled to an increase in basic age-related leave by the number of days (hours) to which they were entitled on 31 March 2001:

- aged 30–34 in 2001: 1 day (8 hours);
- aged 35–39 in 2001: 2 days (16 hours);
- aged 40–44 in 2001: 3 days (24 hours).

There is no further accrual under the older arrangement; the leave entitlement will be increased under the new arrangement only if the employee becomes entitled to more leave hours under Article 9.2 of the CLA Energy 2010-2011 than they were entitled to in 2001.



Appendix 7 Arrangements that expired as of 1 January 2019

Special-purpose leave, working hours and leave plan, part-time older employees

The arrangements listed below from the CLA PLb 2015–2018 expired in the CLA PLb 2018–2020 as of 1 January 2019.

3.7 Special-purpose leave

You are entitled to special-purpose leave from the age of 55:

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

This leave is intended for recovery. You must take it within the calendar year. It therefore is also not paid out and it ceases to apply when you leave the employer.

You cannot use special-purpose leave to stop working entirely immediately before you retire.

3.8 Working hours and leave plan

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

This is an individual annual schedule that includes your periods of service and absence during the year.

The working hours and leave plan aim to keep you healthy and working responsibly until you retire.

3.9 Part-time older employees

If you are 55 or older, you can reduce the length of your full working week (starting point is 38 hours) in consultation with your manager by no more than:

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

You must use your own time sources for this purpose. Examples include the lifecourse savings scheme or vitality scheme and part-time retirement.

If you wish to work shorter hours with pay, you must have accumulated adequate time or funding to do this. Part-time older employees can also be funded from the following sources:

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

Transitional arrangements for employees employed on 31 December 2018. This transitional arrangement applies until 2029 at the latest.

Anniversary bonus and pro-rated anniversary bonus

4.9 Anniversary bonus

1 You will receive an anniversary bonus if you reach 10, 20, 30, 40 and 50 years of service. The bonus is a percentage of your salary. It amounts to:

10 years 25% 20 years 100% 30 years 150% 40 years 200% 50 years 200%

- If you work or have worked part-time and this has lasted less than five years, the bonus is calculated on your full salary.
- If you are or have been partially incapacitated for work, this will not adversely affect the amount of your anniversary bonus.



4.10 Pro-rated anniversary bonus

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

The termination of your employment must:

- coincide with the granting of an IVA or WGA benefit; or
- be a consequence of redundancy. This also applies if you use a retirement scheme as an older redundant employee that includes the ABP Multi-Option Pension.

The pro-rated anniversary bonus does not apply to a 50th anniversary.

The amount of the pro-rated anniversary bonus is determined by dividing the years of service that have passed since an employee received their last anniversary bonus up to the date of retirement by the years of service between the last anniversary and the next anniversary that can no longer be reached because of the end of the employment. If the ten-year anniversary cannot be reached, the period of service that has passed since the start of the employment will be taken into account.

The period of service is rounded up in whole months.

The percentage that belongs to the next anniversary under Article 4.9 that can no longer be reached is multiplied by the fraction so determined.

Example:

The employment of an employee aged 55 with 35 years of service (420 months) is terminated because of full incapacity for work. Five years ago, the employee received 1.5 months' salary in connection with their 30th anniversary. Their pro-rated anniversary bonus is calculated as follows:

- length of service since the previous anniversary bonus until the end of employment: 5 years (60 months);
- time between the previous anniversary bonus and the next anniversary that cannot be reached: 10 years (120 months);
- pro-rated anniversary bonus: 60/120 x 2 monthly salaries = 1 monthly salary.



Appendix 8 Vitality budget transitional arrangements

Vitality budget transitional arrangements for employees employed on 31 December 2018

a Incapacity for work of less than 35%

If you were employed on 31 December 2018, you remain entitled to the anniversary scheme in accordance with the CLA PLb 2015–2018 (Articles 4.9 and 4.10, see <u>Appendix 7</u> to this CLA) for a period of ten years. This transitional arrangement applies until no later than 1 January 2029. Article 7.5.1 then applies.

Target group

This arrangement applies to every employee employed on 31 December 2018.

b Transitional arrangement because the special-purpose leave expired as of 1 January 2019

 If you were employed on 31 December 2018 and would have been eligible for special-purpose leave on 1 January 2019 based on the special-purpose leave scheme under the CLA PLb 2015–2018 (Article 3.7, see Appendix 7 to this CLA), this leave will be added to the vitality budget.

Under this transitional arrangement, your vitality budget as from 1 January 2019 will be:

- a total of 4 days per year if you are 55 or 56 years of age
- a total of 7 days per year if you are 57 or 58 years of age
- 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 a proportional vitality budget.

This transitional arrangement applies until no later than 1 January 2029.

Target group

Deze regel geldt voor iedere werknemer in dienst op 31 december 2018 en op 1 januari 2019 55 jaar of ouder is.

- II. You are eligible for extra days in your vitality budget based on the special-purpose leave scheme under the CLA PLb 2015–2018 (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 three days

- to a total of five days per year as from 1 January 2021 and 1 January 2020 respectively
- you are aged 55 or 56: your vitality budget will be increased by three days to a total of seven days per year as from 1 January 2021 and 1 January 2020 respectively
- you are aged 57 or 58: your vitality budget will be increased by six days to a total of 13 days per year as from 1 January 2021 and 1 January 2020 respectively

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

This transitional arrangement applies until no later than 1 January 2029.

Target group

This arrangement applies to every employee employed on 31 December 2018 and who is in the 53–58 age category on 1 January 2019.

c Transitional arrangement based on the transitional arrangements for age-related leave (Appendix 6 to this CLA)

The frozen transitional arrangements for age-related leave

If you come under one of the transitional age-related leave arrangements (Appendix 9 to the CLA PLb 2015–2018; *Appendix 6* to this CLA), you will remain entitled to this transitional arrangement for ten years as from 1 January 2019. This transitional age-related leave arrangement has already been frozen. These days are added to the vitality budget. In companies where this leave has been added to the Benefit Budget, it remains in the Benefit Budget. If you have a part-time employment contract, you will receive a proportional vitality budget.

This transitional arrangement applies until no later than 1 January 2029.

Target group

This arrangement applies to every employee employed on 31 December 2001 (distribution) and on 31 December 2007 (production).



Age-related leave arrangement

From the age of 40, you will receive age-related leave (Appendix 7 to the CLA PLb 2015–2018; <u>Appendix 5</u> to this CLA). For a period of ten 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 four days. These days are added to the vitality budget. In companies where this leave has been added to the Benefit Budget, it remains in the Benefit Budget. If you have a part-time employment contract, you will receive a proportional vitality budget.

This transitional arrangement applies until no later than 1 January 2029.

Target group

This arrangement applies to every employee employed on 31 December 2018 who is aged at least 40 during the period from 1 January 2019 to 1 January 2029.

Age-related leave in the Benefit Budget as of 1 January 2019 for employees employed on 31 December 2018

	% in Benefit Budget 1)
Holiday allowance ²⁾	8,00%
Benefit Budget contribution 3)	1,80%
Leave in excess of the statutory entitlement 4)	
Leave above the basic statutory entitlement	2,00%
Above the 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.
- Holiday allowance is calculated on your salary excluding holiday allowance (Article 4.9 CLA Energy 2010–2011).
- 3) The Benefit Budget contribution is calculated on the salary (Article 4.8 CLA Energy 2010–2011).
- 4) The value of leave in excess of the statutory minimum is calculated on the salary according to the salary scale plus the fixed personal allowance (salary per hour; Articles 4.6 and 13.6 of the CLA Energy 2010–2011).



Appendix 9 Dispensation from the ABP pension scheme

The CLA PLb includes compulsory participation in the ABP pension scheme. Participation in the ABP pension scheme is formulated as a standard provision. Although the CLA makes the ABP pension scheme mandatory, the ABP has an independent test for entry to the scheme. Applying the CLA PLb combined with WENB membership is not a decisive condition to pass the entry test. The ABP can refuse the entry of a new company. As a consequence, this company could then not come under the scope of the CLA PLb. A dispensation – subject to conditions – from the pension scheme in the CLA then offers a solution. The company aiming to join must then put forward a pension scheme equivalent to the ABP scheme in terms of costs. Such a provision allows further growth of the WENB's PLb sector under clear conditions.

An alternative to the mandatory ABP pension scheme

By using the following assessment criteria for the alternative pension scheme, CLA parties prevent competition on pension costs and ensure proper employment practices.

The CLA PLb parties can decide to grant dispensation if:

- The employer offers its employees a pension scheme consisting of a retirement pension and a surviving dependants' pension;
- The cost of the alternative pension scheme to the employer remains at least equal to the cost that the employer would pay with the ABP scheme. If the alternative pension scheme is better value for the employer than the ABP scheme, the pension contribution saved by the employer can be used to reduce the employee's pension contribution or as an additional contribution to the employee's Benefit Budget; and
- The division of contributions between the employer and employee remains the same as in the ABP scheme. A deviation that benefits the employee is allowed.

The CLA parties will decide on the request for dispensation from the obligation to place the pension scheme with the ABP. They assess this request against the above criteria.



The undersigned

the Employers' Association WENB,	FNV Overheid	CNV Overheid en Publieke Diensten
HEREBY DECLARE		
They have entered into the attached collective	e labour agreement CLA PLb for the term 1 January	2025 through 31 December 2026
Agreed in Arnhem on 1 April 2025		
Employers' Association WENB	FNV Overheid	CNV Overheid en Publieke Diensten
T. de Wolff	Ö. Colak	I. Kahil
PLb Sector Chair	General Secretary	General Secretary