2019-2022

TSO CLA

TenneT

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TenneT TSO B.V., located in Arnhem

The employers' association WENB, located in Arnhem

on the one hand

and

FNV Publiek Belang, located in Utrecht

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

on the other hand, each for the employees

have jointly agreed on the following collective labour agreement:

Foreword

The 2019-2022 TSO CLA is the second TSO CLA. This CLA (Collective Labour Agreement) has been rewritten in accordance with the agreement in the 2018-2019 TSO CLA for the sake of readability and clarity. A different structure has been opted for in the approach. Appendix C contains a table of concordance that indicates which old and new articles correspond with each other.

Context

TenneT plays a driving role in the energy transition in the Netherlands and Germany. TenneT will continue to grow in the coming years with an ambitious agenda of guaranteeing security of supply, innovation, building and 'state of the art' managing. Developments will accelerate, both internally and in the world around us. In order to keep improving, the organisation, knowledge and expertise are continuously adapted to the changes. Everyone must continue to develop as part of a healthy company.

TenneT offers its employees work at attractive terms of employment. Cooperation within TenneT is intense: internally and externally, in the Netherlands and abroad, offshore and onshore. The agreements made by the CLA parties contribute to the goal *'energise our people and organisation'.*

Version: August 2020. In the previous version, an incorrect text was mistakenly included under Articles 4.1 and 5.1 of the Offshore Scheme (Appendix A). That has been adjusted in this version.

This 2019-2022 TSO CLA is the translation of the CAO TSO 2019-2022. In case of a discrepancy between these versions, the Dutch version shall prevail.

Abbreviations

AAOP	ABP Incapacity Pension
ABP	General Pension Fund for Public Employees
ADV	Reduction in working hours
AOW	General Old Age Pensions Act
ATW	Working Hours Act
BW	Dutch Civil Code
CLA	Collective Labour Agreement
DI	Sustainable employability
FNM	Job level matrix
FPU	Flexible Pension and Retirement Scheme
IPAP	Disability Pension Supplement Scheme
IP	Disability pension
IVA	Fully Disabled Persons Income Scheme
OR	Works council
SV wage	Wage for the purposes of wage tax/national insurance contributions
TSO	Transmission System Operator
UWV	Employee Insurance Agency
WAZO	Work and Care Act
WENB	Employers' association for the sectors Energy; Raw Materials, Energy and Environment; and Cable & Telecommunications
Wfsv	Social Insurance (Funding) Act
WGA	Return to Work (Partially Disabled Persons) Regulations
WIA	Work and Income (Capacity for Work) Act
WOR	Works Councils Act
WW	Unemployment Insurance Act
ZW	Sickness Benefits Act

Definitions

Incapacitated for work, fully and permanently
A person who is fully and permanently incapacitated for work is a person who, as a direct and objectively medically ascertainable consequence of illness, defect, pregnancy or childbirth, is permanently able of earning no more than 20% of the reference income per hour through work (Section 4, subsection 1 of the WIA).

Incapacitated for work, partially
A person who is partially incapacitated for work is a person who, as a direct and objectively medically identifiable consequence of illness, defect, pregnancy or childbirth, is able of earning up to 65% of the reference income per hour through work, but who is not fully and permanently incapacitated for work (Section 5 of the WIA).

Business interest
Every situation that concerns the safety or continuity of the business process and situations in which the commercial, economic or (technical) operational interests of the employer's company are at stake. If the 'business interest' relates to interests of a commercial, economic or (technical) operational nature, the employee's interests that are at stake will be taken into account.

Industrial accident
An accident which is largely due to the nature of the work assigned to an employee or the special circumstances under which the work had to be carried out. The accident must not have been caused by an act and/or carelessness on the part of the employee.

Calculation basis
The daily wage that applies to WW and ZW supplements. This is calculated on the basis of the non-maximised SV wage in the year prior to the first day of unemployment or sick day.

Years of service
The uninterrupted period of service with the employee's current employer and the employer's legal predecessor(s).

End-of-year bonus
A payment of 6% of the employee's annual salary.

Merger
A merger as referred to in the SER Resolution concerning the Merger Code 2000.

Annual salary
Twelve times the monthly salary .

Monthly salary
The employee's salary according to the salary scale (multiplied by the part-time percentage, if applicable) plus, if applicable:
a. the monthly salary allowance;
b. monetary allowance for standby and emergency repair service, on average per month over the previous 12-month period; and
c. monetary allowance for shift work.

Retirement
The ABP Multi-Option Pension or the ABP Incapacity Pension.

Overtime
Hours worked at the request of the manager over and above the normal hours to be worked per day or shift. If an employee stays on for less than half an hour per day or shift, this is not deemed overtime. If an employee stays on for more than half an hour per day or shift, the initial half hour IS deemed overtime. If overtime does not immediately follow on from the standard working hours (involving additional attendance), the travel time is deemed overtime as well.

Partner
a. the employee's spouse;
b. the person with whom the employee has entered into a registered partnership (Book 1, Section 80a of the BW), or;
c. the person with whom the employee cohabits and, with a view to long-term cohabitation, runs a joint household. This must be evident from a written statement.

Suitable position
A position that is different from the employee's own position, but in which the work can reasonably be assigned to the employee, taking into account experience and training. Suitable positions include those positions for which the employee can qualify within a period of approximately six months and in which the remuneration is equal to or one scale level higher or lower than the salary scale of the employee's own position and which will become available within three years.

Shift work
An arrangement of working hours according to a schedule established at company level, in which employees alternate in the performance of one and the same position. Working at hours outside the period 07:00 to 18:00 Monday to Friday forms part of the normal pattern.

Reorganisation
A reorganisation as referred to in Section 25(1)(c), (d), (e) and (f) of the WOR.

Salary allowance
A fixed monthly allowance on the scale salary regardless of the reason for granting, other than the end-of-year bonus and holiday allowance. This can be a fixed amount or a percentage of the scale salary.

Hourly salary
1/165th part of [the scale salary plus the salary allowance]. For employees on a performance-based contract for the standard 40 hours per week, the 'salary per hour' is 1/173rd part of [the scale salary plus the salary allowance].

Scale salary
The amount per month that the employee receives on the basis of his classification on the salary scale.

Work location
The place designated by the employer where the employee works as a rule or the place from which the employee, as a rule, starts his work.

Holiday allowance
An allowance of 8% of the employee's annual salary.

Shifted working hours
Hours worked at the request of the manager other than during the standard working hours, insofar as these are not classed as overtime and do not coincide with the standard working hours or the standard schedule.

Continuous shift work
A form of shift work in which the follow-up of shifts is organised in such a way that the work process continues 24 hours a day, 7 days a week.

Standby and emergency repair service
Availability according to schedule for carrying out work outside the working hours applicable to the employee.

Employer
Each company with its own legal entity that mainly carries out activities that fall within the scope of this CLA and that is a member of WENB. A company mainly carries out activities that fall within the scope of this CLA if more than 50% of the agreed number of working hours of the employees employed are spent on these activities.

Employee
All persons employed by the employer with the exception of:
- board members (including directors and associate directors);
- interns and holiday workers;
- hose working under social legislation or within the framework of an employment project subsidised by third parties (work experience place); and
- those working within the framework of a training employment programme.

Whenever this CLA uses the male form, the female form is deemed to be included.

1. About this CLA

Article 1.1 – Term
This CLA runs from Tuesday 1 November 2019 up to and including Tuesday 30 April 2022.

Article 1.2 – Scope
The scope of this CLA includes employers who have been designated as Transmission System Operator (TSO) in the Netherlands and Dutch territorial waters and who are responsible for transporting electricity, as well as for maintaining, developing and balancing the high-voltage grid from 110kV onward.

Article 1.3 – Affiliated companies
TenneT TSO B.V., established in Arnhem, is affiliated with this CLA.

Article 1.4 – Nature
1. This CLA is of a minimum nature.
2. Rights arising from provisions of previous CLAs lapse when this CLA comes into force. The rights arising from the provisions of this CLA apply instead. Insofar as entitlements are less, this CLA takes precedence over previous CLAs. Individual agreements not arising from a previous CLA remain in force.

Article 1.5 – Compliance
1. The employer applies this CLA to all his employees (in accordance with the definition of employee as set out in this CLA).
2. In certain situations, the employer and employee can conclude a performance-based contract. Further agreements for this are included in Article 2.8.

2. The employment contract

Article 2.1 – General

1. An employment contract is entered into in writing and always states:
   a. the employee's name, first name(s) and date of birth;
   b. the name and place of business of the employer;
   c. the employee's position and location(s) of employment, work location(s) or work area;
   d. the employee's date of commencement of employment;
   e. the employment contract term;
   f. the employee's contractual number of hours per week;
   g. the starting salary;
   h. the salary scale or group associated with the starting salary, if applicable;
   i. the applicability of this CLA and the company schemes the employee qualifies for.
2. The employee receives a copy of his employment contract.
3. The employer may subject the employee to screening prior to and during the employment contract. Depending on the position and role of the employee, this may include:
   a. Certificate of Good Conduct;
   b. Full Security Clearance (UVO) and/or;
   c. AIVD screening.
4. The employment contract is governed by Dutch law.

Article 2.2 – Commencement and term of the employment contract

1. It concerns a fixed-term or an open-ended employment contract.
2. Fixed-term employment contracts are subject to Book 7, Section 668a of the Dutch Civil Code.
3. If on the basis of one or more temporary employment agency contracts and/or secondment agreements, the employee worked for the employer for more than half a year immediately prior to commencement of the employment contract, these will count as a single employment contract within the context of Book 7, Section 668a of the Dutch Civil Code, for a fixed period of six months.

Article 2.3 – End of the employment contract

1. Both the employee and employer can terminate a fixed-term employment contract prematurely, with due observance of the notice period applicable to them.
2. The employment contract does, in any case, end on the first day of the month following the month in which the employee has become entitled to AOW benefits.

Article 2.4 – Obligation to perform other work

1. If deemed reasonable and necessary in the interest of the business, the employer can (temporarily) assign the employee to a different position or have the employee (temporarily) perform work other than the employee's usual duties.
2. In the event of a strike at another employer or a lock-out of employees during a strike, the employee cannot be obliged to do work to replace strikers or employees who have been locked out. This does not apply if the employer believes this is necessary for reasons of public safety or health or for the undisturbed public energy supply.
3. The employer will discuss the application of paragraph 2 with the works council as soon as possible.

Article 2.5 – Secondment

1. The employer has the option of seconding the employee to another employer.
2. During the secondment, the other employer determines the location of work and working hours. If the regular working hours deviate from this, the secondment will be regarded as a temporary transfer to a different schedule.
3. In the event of secondment, the existing terms of employment will continue to apply. For taking (special) leave, rules for reporting ill, safety, etc., the employee must comply with the regulations of the other employer.

Article 2.6 – Rules of Conduct

Article 2.6.1 – Secrecy

1. During and after termination of his employment contract, the employee, without the employer's permission, is not permitted to disclose or make statements about matters that are known to him on account of his employment contract and of which he understands or can reasonably suspect that secrecy is required. The foregoing does not apply if the employee is obliged to provide this information to certain persons on the basis of a statutory or other generally applicable regulation.
2. Without the employee's permission, the employer is not permitted to disclose or make statements about matters concerning the employee's private life of which he understands or can reasonably suspect that secrecy is required. The foregoing does not apply if the employee is obliged to provide this information to certain persons on the basis of a statutory or other generally applicable regulation.

Article 2.6.2 - No prejudice to the employer

1. Without the employer's permission, the employee is not permitted:
   a. to request or receive gifts from others in connection with his work;
   b. to be involved in work contracted out by the employer;
   c. to be involved in deliveries to the employer;
   d. to use property of the employer for himself or for others, other than within the framework of his work for the employer;
   e. to have services performed for himself during working hours by colleagues or others working for the employer, other than within the framework of his work for the employer.
2. Further rules on the subject of compliance and integrity have been laid down at company level.

Article 2.6.3 – Ancillary activities

If the employee wishes to perform paid ancillary activities, he must report this to the employer. The employer will give the employee permission to perform the aforesaid additional activities, unless these activities:

a. have a negative impact on the employee's performance of the work and/or;
b. are competing with the employer's business and/or;
c. harm the interests or reputation of the employer's business.

Article 2.7 – Medical examinations

1. Medical examinations will only be performed if, upon commencement of employment or a change of position, special requirements are attached to the employee's medical fitness needed for the relevant position.

2. The medical examination will be performed by a physician appointed by the employer.
3. The employee will be the first to receive the results of the medical examination.
4. If the employee withdraws before the result of the medical examination has been communicated with the employer, he can request that the result be kept secret from the employer. The employee must make that request in time.
5. The employer pays the costs of the medical examination.

Article 2.8 – Performance-based contracts

1. The employer can conclude a performance-based contract with certain employees (in accordance with the definition of employee as set out in this CLA). A performance-based contract may contain agreements that deviate from this CLA.
2. Performance-based contracts can be concluded with employees with job grades above scale 9.
3. The provisions or chapters of this CLA set out below apply to performance-based contracts. The other terms of employment in this CLA can be replaced by specific collective or individual agreements.

2.1 General
2.2 Commencement and term of the employment contract
2.3 End of the employment contract
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2.6 Rules of conduct
3.3 Workplace
3.4 Setting own working hours and workplace
4.6 Promotion and demotion
4.9 Anniversary bonus
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5 Reimbursements
6.4 Leave in accordance with the WAZO
7 Flexible terms of employment
8 Disciplinary action
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9.6 Adjustment of job level
10 Illness, incapacitated for work and death
11 Unemployment
12.1A Temporary one-time union contribution
12.2 Leave for union activities
12.3 Union facilities

3. Working hours and workplace

Article 3.1 – working hours

1. The employee's working hours in the case of full-time employment average 38 hours per week on an annual basis.
2. The average of 38 working hours can be achieved by accruing ADV, during which the employee effectively works 40 hours per week while accruing 2 hours time off in lieu per week.
3. Accrued ADV does not expire due to illness. Accrued ADV that has not been scheduled in is regarded as leave over and above the statutory minimum. No ADV is accrued during sickness hours.
4. Leave for the purpose of union activities is deemed hours worked when determining ADV entitlement.
5. If in accordance with Article 3.4, the employee qualifies for setting his own working hours, he will personally ensure that, on average over a year, he works the number of hours per week agreed with him.
6. The employee is deemed to work part-time if he averages less than 38 working hours per week on an annual basis. In that case, he is entitled to the terms of employment regulated in the CLA in proportion to his working hours.

Article 3.2 – Working hours and schedule

1. tandard working hours are between 07:00 and 21:00, Monday to Friday. Employees only work on Saturdays, Sundays and public holidays if business interests so dictate.
2. Public holidays are:
   - New Year's Day;
   - Easter Monday;
   - Ascension Day;
   - Whit Monday;
   - Christmas Day and Boxing Day;
   - King's Day; and
   - once every five years on Liberation Day, during anniversary years only.
3. If the employee works varying working hours, a schedule will be drawn up.
4. If the employee qualifies for setting his own working hours, he will draw up his own schedule in consultation with his manager and, if applicable, his team. To this end, the employer can agree on a 'self-scheduling' implementation regulation with the works council.
5. The employer is permitted to assign the employee to a varying schedule. If this causes the employee to incur costs, these costs will be reimbursed by the employer.
6. If the employee, on the instruction of the employer, works outside the standard working hours, he is entitled to an allowance. This does not apply to situations in which the employee qualifies for setting his own working hours and works outside standard working hours on this basis.
7. No allowance applies to hours worked within the standard working hours, with the exception of:
   a. shift work;
   b. overtime;
   c. shifted working hours; and
   d. offshore work.

For further rules on this subject, see Article 3.8 et seq. and Article 4.12 et seq. for the amount of the relevant allowances.

Article 3.3 – Workplace

1. If necessary for the employee's work, the employer can oblige the employee to live in or at a reasonable distance from his place(s) of employment, work location(s) or work area. The employee's travel time also plays a role in determining whether the distance is reasonable. General rules can be established for this at company level.
2. Employees aged 55 or over can no longer be obliged to move under the previous paragraph.
3. The employer appoints the employee's work location. Depending on his position, the employee's work location can be at home. In that case, the employee travels directly from home to and from varying workplaces to do his work there. If the employee qualifies for setting his own workplace, his work location does not change.
4. If the employee's work location is at home, his working hours start on arrival at the first workplace of the day and ends upon departure from the last. Working time is the time between arrival and departure from the workplace minus break time(s). If the travel time from home to the first workplace and from the last workplace back to home exceeds one hour in one day, the travel time exceeding this hour will be reimbursed on the basis of the hourly salary applicable to the employee. This only applies to employees eligible for overtime allowance.
5. After consultation with the works council, the employer may introduce an arrangement on how he facilitates employees to work at workplaces other than at a workplace at the employer.

Article 3.4 – Setting own working hours and workplace

1. The employer determines whether the employee is eligible to set his own working hours and workplace. If so, the employee and his manager will make arrangements about the degree of freedom that the employee will have in this and record these agreements. The nature of the employee's work and any agreements made in his team will be taken into account when making these arrangements.
2. If paragraph 1 of this article applies, a number of provisions of this CLA do not apply or apply differently, which in any case includes the provisions on overtime.
3. The employer consults with the works council on the provisions of paragraphs 1 and 2. The employer has agreed an implementation regulation with the works council in this respect.

Article 3.5 – Business trips

1. If the employee, for the purpose of his work, has to travel from his work location to another workplace, the travel time will, in principle, fall within the standard working hours.
2. If the employee has to work at a place other than his work location and this extends his regular commuting time per day by more than half an hour, he will be reimbursed the total additional travel time based on his hourly salary. This only applies to employees eligible for overtime allowance.

Article 3.6 – Shift work

1. If the employee works in shifts, the usual average of 38 working hours per week applies to him. This does not apply to continuous shift work.

2. The working hours for continuous shift work in five shifts basically averages (7 * 24 hours =) 168 hours per cycle.
3. If an employee works in six, seven or eight shifts of continuous shift work, the working hours are extended by one, two or three day shifts compared to working in five shifts of continuous shift work.
4. If the employee works in shifts, the employer may temporarily or permanently transfer him to another schedule if this is in the best interest of the business. A temporary transfer will be for a pre-agreed period or until a predetermined situation or event occurs. In all other cases, this will be referred to as a permanent transfer.
5. If the employee works in shifts, he can only leave the workplace when his colleague is present to take over the work.
6. If during the night shift, the employee is entitled to special leave, he is, in principle, also entitled to special leave during the night before and, in special cases, also during the night thereafter.
7. The shift work allowance is set out in Article 4.12.

Article 3.7 – Standby and emergency repair service

1. The employer can order the employee to be on standby and emergency repair service.
2. When on standby or emergency repair service, the employee is bound by a standard obligation. It means that the employee must be available for work.
3. In principle, standby and emergency repair service lasts no more than seven consecutive days.
4. The employee is no longer obliged to be on standby and emergency repair service if:
   a. the medical need for termination is demonstrated by a specific periodic medical examination;
   b. the standby duty is terminated as a result of incapacity for work; or
   c. the standby duty is terminated as a result of a reorganisation or at the request of the employer.
5. The allowance for standby and emergency repair service is set out in Article 4.13.

Article 3.8 – Overtime and shifted working hours

1. The employer can order the employee to work at times that vary from his schedule. This may include overtime and shifted working hours.
2. The overtime and shifted working hours scheme also applies if the employee works in shifts. Only if varying agreements for shift work are included elsewhere in the CLA, those agreements will take prevalence.
3. If the employee qualifies for setting his own working hours in accordance with Article 3.4, he is not entitled to an allowance for overtime and shifted working hours, unless his manager has explicitly instructed him to work overtime. Overtime hours worked on the instruction of the manager do not count towards the average number of hours per week agreed with the employee.
4. The allowance for overtime and shifted working hours is set out in Article 4.14.

4. Remuneration

Paragraph 1. Salary

Article 4.1 – Salary scheme

Article 4.1.1 – Salary

1. The salary structure consists of salary scales 1 to 9[1]. The salary scales can be found in Article 4.2. Each scale has a minimum and a maximum.
2. In the event of structural collective salary increases, the minimum and maximum amounts of the scales are adjusted by the relevant percentage and rounded up to whole Euros.

Article 4.1.2 – Assignment to a salary scale

1. The job grade is determined by the weight of the position.
2. Each job up to and including scale 9 is assigned to a salary scale in the job level matrix (FNM), where jobs of equal weight are assigned to the same job grade. The job grades are linked to salary scales. The FNM and the classification procedure are laid down at company level.
3. The employer informs the employee about his salary, the job grade and the salary scale of the position he holds.
4. If the employee has no or insufficient work experience or cannot yet fulfil all elements of the job, he can be assigned to a salary scale that is one scale lower than the salary scale applicable for his job, for a maximum of three years. If so, this assignment to a salary scale will be regarded as a preliminary salary scale.
5. The salary scale changes in the event of:
   a. a transfer to another job associated with a different scale;
   b. leaving the preliminary salary scale; and
   c. re-weighting of the position.

Article 4.1.3 – Objection

If the employee objects to the grading of his position, his salary adjustment or the bonus awarded to him, he can request a review of the decision taken by submitting a notice of objection, in accordance with the complaints procedure applicable at the employer.

[1] Historically, the employer still applies salary scales 10 to 13 as well. In the event of a collective salary adjustment, employees still classified in these scales will be treated in the same way as those in salary scales 1 to 9

Article 4.2 – Salary scales

The following salary scales apply as from 1 November 2019 (gross per month, excluding 8% holiday allowance and excluding 6% end-of-year bonus).

Scale	Scale minimum	Scale maximum
1	1,611	2,274
2	1,659	2,434
3	1,977	2,908
4	2,063	3,464
5	2,465	4,114
6	2,614	4,785
7	3,016	5,525
8	3,067	6,296
9	3,486	7,094
10	3,653	7,897
11	4,128	8,784

The following salary scales apply as from 1 February 2020 (gross per month, excluding 8% holiday allowance and excluding 6% end-of-year bonus).

Scale	Scale minimum	Scale maximum
1	1,668	2,354
2	1,718	2,520
3	2,047	3,010
4	2,136	3,586
5	2,552	4,259
6	2,706	4,953
7	3,122	5,719
8	3,175	6,517
9	3,608	7,343
10	3,781	8,174
11	4,273	9,092

The following salary scales apply as from 1 January 2021 (gross per month, excluding 8% holiday allowance and excluding 6% end-of-year bonus).

Scale	Scale minimum	Scale maximum
1	1,727	2,437
2	1,779	2,609
3	2,119	3,116
4	2,211	3,712
5	2,642	4,409
6	2,801	5,127
7	3,232	5,920
8	3,287	6,746
9	3,735	7,601
10	3,914	8,461
11	4,423	9,411

When applying for positions in salary scale 10 and higher, classification in Hay scales only applies.

Article 4.3 – Collective pay rise

1. The salaries and salary scales applicable on 31 January 2020 will be structurally increased on 1 February 2020, by 3.5%.
2. The salaries and salary scales applicable on 31 December 2020 will be structurally increased on 1 January 2021, by 3.5%.

Article 4.4 – Assessment and salary

1. Each year, the employee's performance is assessed based on the Performance Management system.
2. Insofar as the employee has not yet reached the maximum of his salary scale, a salary increase is granted to the employee, corresponding to his assessment rating. The employee's salary is adjusted on 1 January of the following year.
3. The assessment system distinguishes five assessment ratings with corresponding assessment percentages:

Assessment	Assessment percentage
Unsatisfactory	0%
Room for improvement	1.0%
Good	2.5%
Very good	4.0%
Excellent	5.5%

The percentage is calculated on the maximum of the employee's salary scale (see Article 4.2).

4. The employee's manager determines the assessment and proposes the individual salary increase based on the associated assessment percentage to the management board. =
5. Each year, the management board permanently adopts the individual salary increases on the basis of the managers' proposals.
6. If in the opinion of the employer, circumstances have arisen that make it impossible to assess the employee's performance, his assessment will be postponed by one year.
7. Upon commencement of employment on or after 1 July, the employee will not be granted an individual salary increase as of 1 January of the following year.

Article 4.5 – Bonus

The employer may decide to grant the employee a bonus. The bonus is a one-off payment based on special results, agreed in advance or otherwise. The bonus is a maximum of 50% of the employee's gross monthly salary.

Article 4.6 – Promotion and demotion (this scheme applies from 1 January 2020; the scheme from the 2018-2019 TSO CSA applied until 1 January 2020)

1. In the event of advancing to a position that corresponds with a higher scale or if a higher scale is assigned following a reassessment of the position, the employee will receive a promotion rise of:
   - 5% when advancing to a job or classification one scale higher;
   - 10% when advancing to a job or classification two or more scales higher.

   The percentage is calculated on the maximum of the new scale.
2. If the employee is placed in a preliminary salary scale (one scale below the actual classification), the employee will receive the aforesaid percentage on the maximum of the scale corresponding to the new position. No promotion rise will be awarded when leaving the preliminary salary scale.
3. In the event of a demotion to a position that corresponds to a lower scale, the new scale applies. If the most recent salary is higher than the maximum of the new scale, the new salary will be set at the maximum of the new scale. The difference between the new salary and the most recent salary is paid in the form of a salary allowance that is phased out over three years after the start of the new job as follows:
   - during the first year, 100%;
   - during the second year, 67%;
   - during the third year, 33%.

   The allowance is part of the employee's salary. This is pensionable, is indexed with the general CLA increases and forms part of the basis for calculating the holiday allowance and end-of-year bonus.
4. In the event of classification in a lower scale as a result of the position being reassessed, the phase-out scheme referred to in the Placement Regulations upon reorganisation applies. The Placement Regulations do not form part of the CLA.
5. The phase-out scheme does not apply if the employee is demoted to a lower position as a result of a disciplinary measure.
6. In the event of a demotion on account of medical limitations, bespoke agreements will be made.
7. No advancement rise is granted when advancing to a job in the same salary scale.

Article 4.7 – Holiday allowance

1. The employee is paid a holiday allowance of 8% on his annual salary.
2. The holiday allowance is paid monthly or once a year in May, depending on the employee's choice.
3. If the employee leaves the employment during the year and opted for the holiday allowance to be paid annually, the holiday allowance will be paid when he leaves and it covers the period starting from the end date of the most recent period for which holiday allowance was paid until the date of leaving the employment.

Article 4.8 – End-of-year bonus

1. The employee receives an end-of-year bonus of 6% on his annual salary.
2. The end-of-year bonus is paid monthly or once a year in December, depending on the employee's choice.
3. If the employee leaves the employment during the year and opted for the end-of-year bonus to be paid annually, the end-of-year bonus will be paid when he leaves and it covers the period starting from the end date of the most recent period for which the end-of-year bonus was paid until the date of leaving the employment.

Article 4.9 – Anniversary bonus

1. The employee is paid an anniversary bonus when he reaches 10, 20, 30, 40 and 50 years of service. The bonus is a percentage of the employee's monthly salary. The years of service and corresponding percentages are as follows:
   - 10 years 25%
   - 20 years 100%
   - 30 years 150%
   - 40 years 200%
   - 50 years 200%
2. If the employee works or worked part-time and this lasted less than 5 years, the anniversary bonus will be calculated on the basis of the full-time monthly salary.
3. If the employee is or was partially incapacitated for work, it does not have an adverse effect on the amount of his anniversary bonus.
4. If the employee does not complete his years of service as a result of dismissal and, without this dismissal, could have reached a period of service of 10, 20, 30 or 40 years before reaching the state pension age applicable to him, he is entitled to an anniversary bonus in proportion to his actual years of service:
   a. if the dismissal coincides with the granting of IVA benefits or WGA benefits; or
   b. if the dismissal is a result of redundancy.
   The proportional anniversary bonus does not apply to the 50th anniversary.
5. The amount of the bonus referred to in the previous paragraph is determined as follows. The years of service that have lapsed since the last anniversary bonus paid to the employee until the date of termination of employment are divided by the years of service between the last anniversary and the next that, as a result of termination of employment, is no longer reached. The result of this is multiplied by the bonus amount corresponding to the next anniversary that is no longer reached as a result of termination of employment. Years of service are rounded up in whole months. If the 10th anniversary can no longer be reached, the years of service that have lapsed from the date of commencement of employment will be used for the calculation instead.

Example calculation of proportionate anniversary bonus

The employment of an employee aged 55 with 35 years of service (420 months) is terminated on account of full incapacity for work. Five years ago, he was paid 1.5 monthly salaries in connection with his 30th anniversary. For his 40th anniversary, he would have been paid two monthly salaries (which he can no longer reach). His proportionate anniversary bonus is calculated as follows:

- years of service lapsed since the previous bonus until the end of the employment: 5 years (60 months)
- time between the previous bonus and the next anniversary that can no longer be reached: 10 years (120 months)
- Proportionate anniversary bonus: 60/120 * 2 monthly salaries = 1 monthly salary.

Article 4.10 – Set-off against salary payments

When paying the employee's salary, the employer is entitled to set off amounts that:

a. are due under this CLA and/or under the schemes established at company level; and
b. have been paid unduly with the salary payment.

Paragraph 2. Allowances

Article 4.11 – Deputising

1. The employee will receive an allowance if on the instructions of the employer, he has been deputising for another higher-scaled position for more than a month consecutively.
2. The allowance is the difference between the employee's salary and the salary he would receive if he were to be appointed to the position he is deputising on a permanent basis (based on the advancement rise as set out in the salary scheme).

Article 4.12 – Shift work

Article 4.12.1 – Shift work allowance

1. If the employee works in shifts, he will be paid a shift allowance. Part of this allowance consists of a monetary allowance and part of it is time off in lieu. Time off in lieu reduces the employee's average weekly working hours and is scheduled in. The monetary allowance is a supplement to the scale salary.
2. The allowance is determined on the basis of the intensity of the schedule, expressed in hourly value points and calculated on the basis of 52 working weeks per year.
3. The number of hourly value points is determined by weighing the working hours in the shift work schedule that fall outside the standard working hours from 07:00 to 18:00 Monday to Friday, with the following factors, per year:
   a. for hours between 00:00 and 07:00 and between 18:00 and 24:00 Monday to Friday, 0.5 points;
   b. for hours on Saturday between 00:00 and 24:00, 1.0 point;
   c. for hours on Sundays between 00:00 and 24:00, 1.0 point.
4. For hours in the schedule that coincide with public holidays as determined in Article 3.2, paragraph 2, the factor is 1.0 point, after deduction of the value already assigned in the previous paragraph.
5. The total number of hourly value points as calculated under paragraphs 3 and 4 is then multiplied by:
   a. in the case of continuous shift work, a factor 0.9574;
   b. in the case of shift work other than continuous shift work, a factor 0.8050.
   The result of this multiplication is divided by the number of shifts.
6. Time off in lieu is determined by the difference between the working hours determined in Article 3.1 and the average working hours of the schedule, in which time off in lieu of 1 hour corresponds to 1 hourly value point. The employer includes the time off in lieu in the employee's schedule.
7. The monetary allowance is determined by dividing the difference between the number of hourly value points calculated on the basis of paragraph 5 and the time off in lieu granted in the previous paragraph by the annual working hours specified in Article 3.1.
8. The allowance on the basis of this article counts as full compensation for all aspects related to shift work or continuous shift work, including the handover.
9. If the employee has to stand in on a day on which he is on backup shift duty, he is paid an allowance under the shifted working hours scheme for hours outside the period between 07:00 and 18:00.

Sample calculation shift work allowance

The hourly value for continuous shift work in 5 shifts:

- from Monday to Friday

13 hours * 0.5 points per day = 6.5 * 5 days = 32.5 points

- plus 24 hours * 1.0 point on Saturday = 24.0 points
- plus 24 hours * 1.0 point on Sunday =24.0 points

Total per week 80.5 points

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

Allowance

After multiplication by factor: 0.9574, the total value of this schedule is 4,108.2 points. The average per shift is (4,108.2 : 5 =) 821.6 points. This is the total calculated compensation per shift, which is divided into time off in lieu AND a monetary allowance.

Time off in lieu

Time off in lieu is the difference between a 38-hour working week and the actual hours worked per week.
Time off in lieu for continuous shift work in 5 shifts, based on 52 weeks, is:
52 * (38 - 33.6) = 52 * 4.4 hours = 228.8 hours.

Monetary allowance

The monetary allowance is calculated by subtracting time off in lieu from the total points value per shift and dividing the result by the number of standard annual hours:
So: (821.6 - 228.8 =) 592.8 points, divided by (52 * 38 =) 1,976 hours.
Based on 33.6 working hours of continuous shift work in 5 shifts, this results in an allowance of
(592.8 : 1,976) = 30%.

Article 4.12.2 – Transfer to another schedule

1. If the employee is permanently transferred to another shift work schedule, he will not receive any compensation for this.
2. If the employee is temporarily transferred to another shift work schedule (i.e. not a day shift or overtime), he will be paid an allowance which is determined as follows:
   a. if the transfer has been announced 28 calendar days or more in advance, the employee will not receive any compensation;
   b. if the transfer has been announced at least seven calendar days in advance, the employee will be paid an allowance for shifted working hours for the first two shifts at most;
   c. if the transfer is announced less than seven calendar days in advance, the employee will be paid an allowance for shifted working hours for the first four shifts at most;
3. If during the period of the temporary transfer, the employee works more or fewer hours than his original schedule, the more or fewer hours worked (last) will be set off.

4. If the employee is temporarily transferred to the day shift, the shift work allowance will be fully maintained during the transfer period. The hours worked more or fewer compared to the normal average of 38 working hours per week are set off.
5. Time off in lieu for shift work lapses as long as the transfer to day shift or non-continuous shift work lasts.
6. If an employee has to work shifts during the period in which he temporarily works a day shift, he will not receive any additional compensation for this,
7. nor does the employee receive compensation for returning to his original schedule.

Article 4.12.3 – Shift work allowance phase-out scheme

1. If an employee is (a) permanently taken out of shift work or (b) permanently placed in a schedule that corresponds to a lower allowance, a phase-out scheme applies. In the event of placement in a schedule that corresponds to a lower allowance, the phase-out scheme is applied to the difference between the old and the new shift work allowance.
2. If the employee stops working shifts permanently, the following phase-out scheme applies. The employee receives a non-revolving payment during a period that is calculated by the number of full years that he has worked in shifts, in accordance with the following schedule.

	Number of years of shift work				Payment
	1-4 years	**5-9 years**	**10-14 years**	**15 years or more**	
Phase-out in number of months after the end of shift work	0-4 months	0-8 months	0-12 months	0-18 months	**80%**
	5-8 months	9-16 months	13-24 months	19-36 months	**60%**
	9-12 months	17-24 months	25-36 months	37-54 months	**40%**
	13-16 months	25-32 months	37-48 months	55-72 months	**20%**
Total number of months of phase-out	**16 months**	**32 months**	**48 months**	**72 months**	

3. After having worked in shifts with the employer for ten full years, the employee accrues a guarantee percentage. The guarantee percentage is 4% for every full year that the employee has worked shifts in excess of these ten years. The phase-out percentage will not fall below the guarantee percentage accrued by the employee.
4. Salary increases are not deducted from payments under the phase-out scheme.
5. If the employee stops working shifts on medical grounds and is paid incapacity benefits by way of compensation for the discontinuation of the shift work allowance, the phase-out scheme does not apply (or no longer applies).
6. If the employee was employed by the employer on 30 October 2015, an individual guarantee percentage will be determined for him on the basis of the 2013-2015 NWb CLA, with a reference date of 1 November 2015. If subsequently, as a result of a reorganisation, the employee's allowance is reduced or discontinued and the individual guarantee percentage is higher than the percentage under the new scheme, the individually determined percentage that is higher applies to the employee.

Sample calculation shift work allowance phase-out

The employee has worked shifts for twelve full years. He stops working in shifts. His shift work allowance was € 500 per month. His phase-out is calculated as follows.

- During the first twelve months after he stopped working shifts: 80% of € 500 = € 400
- During months 13 to 24 after he stopped working shifts: 60% of € 500 = € 300
- During months 25 to 36 after he stopped working shifts: 40% of € 500 = € 200
- During months 37 to 48 after he stopped working shifts: 20% of € 500 = € 100

After 48 months, the employee continues to be entitled to the guarantee percentage, i.e. two (based on two full years of service in excess of the ten years) x 4% = 8%, which equates to 8% x € 500 = € 40.

Article 4.13 – Standby and emergency repair service

Article 4.13.1 – Standby and emergency repair service allowance

1. The employee is paid an allowance for being on standby and emergency repair service. Part of this allowance consists of a monetary allowance and part of it is time off in lieu. The time off in lieu consists of leave. The monetary allowance is a supplement to the scale salary.
2. If an employee is actually called up to perform work whilst on standby and emergency repair service, it is considered overtime. The employer may in the employee's schedule include time off in lieu for overtime hours worked whilst on standby or emergency repair service, before the start of the next standby or emergency repair service. This only applies to employees eligible for overtime allowance.
3. The employee is given four hours time off in lieu for every full week of standby and emergency repair service (with standard obligation). For standby and emergency repair service of less than a full week, the time off in lieu is assigned proportionally and rounded up to 30 minutes. Time off in lieu in compensation for standby and emergency repair service can be converted into a monetary allowance at the request of the employee, based on the hourly salary applicable to the employee.
4. The employee is paid a monetary allowance of € 123.40 for every full week of standby and emergency repair service, based on a compensation of:
   a. € 14.52[2] for a working day (from the end of the working day to the start of the next);
   b. € 21.76[2] for a Saturday (from 08:00 to 08:00 Sunday); and
   c. € 29.05[2] for a Sunday (from 08:00 to 08:00 Monday).
5. The employee will receive an additional allowance of € 15.094[2] for actual attendance whilst on standby and emergency repair service, per call-up.
6. The phase-out payments as referred to in paragraphs 4 and 5 will be indexed according to the structural collective salary increases.
7. If during a week in which the employee is on standby and emergency repair service (with standard obligation) there is a public holiday that does not coincide with a Saturday or Sunday, the employee will receive additional time off in lieu for this public holiday of four hours.

2 Price level of 1 February 2020 (indexation at 3.5%)

8. Leave accrued on account of standby and emergency repair service is carried over to the following calendar year, for up to 80 hours. Leave in excess of 80 hours will be paid out on the basis of the employee's hourly salary or added to the employee's flexible terms of employment.
9. If the employee has to work more than his usual hours whilst on standby and emergency repair service, the overtime allowance applies.
10. Additional rules can be laid down about the standby and emergency repair service allowance, at company level.

Article 4.13.1A – Standby and emergency repair service allowance

The employer inquires among the employees working standby and emergency repair service whether they have a preference for these services to be entirely compensated in the form of a monetary allowance. If a majority of this group is in favour, the allowance will be increased to € 275 for a full week of standby and emergency repair service (10% for working days and 25% for weekends and public holidays). In that case, time off in lieu no longer applies.

Article 4.13.2 – Standby and emergency repair service phase-out scheme

1. If the employee's standby and emergency repair service ends for the reasons referred to in Article 3.7, paragraph 4, a phase-out scheme in accordance with the following schedule applies. For a sample calculation, reference is made to the sample calculation referred to in Article 4.12.3 (shift work allowance phase-out scheme).

	Number of years of standby and emergency repair service				Payment
	1-4 years	**5-9 years**	**10-14 years**	**15 years or more**	
Phase-out in number of months after the end of standby and emergency repair service	0-4 months	0-8 months	0-12 months	0-18 months	**80%**
	5-8 months	9-16 months	13-24 months	19-36 months	**60%**
	9-12 months	17-24 months	25-36 months	37-54 months	**40%**
	13-16 months	25-32 months	37-48 months	55-72 months	**20%**
Total number of months of phase-out	**16 months**	**32 months**	**48 months**	**72 months**	

2. The allowance is calculated on the basis of the average allowance paid out over the period of two years prior to termination of the standby service or, if the employee has performed standby and emergency repair service for less than two years, over a shorter period.
3. If the employee is granted a salary increase other than the general salary increase, this salary increase will be deducted from the phase-out amount set out in this article.
4. If the employee stops working standby and emergency repair service on medical grounds and the ABP, after an examination, grants a redeployment allowance by way of compensation of the discontinuation of the standby and emergency repair service

allowance, the phase-out amount in accordance with this article will be fully or partially terminated with effect from the date on which the redeployment allowance is granted, depending on the amount of the latter.

Article 4.14 – Overtime

1. The employee is entitled to an overtime allowance if his job is in salary scale 7 or lower. This threshold does not apply if the employee:
   a. worked the hours as part of shift work;
   b. works the hours on account of actual attendance when on standby and emergency repair service; or
   c. works on installations or systems, which work may not or cannot be carried out during standard working hours.
2. The overtime allowance consists of time off in lieu equal to the duration of the overtime and a monetary overtime allowance.
3. When scheduling in the time off in lieu, the employee's wishes are taken into account as much as possible. The employee can also ask the employer to pay out the time off in lieu, unless the hours must be scheduled in within a certain period to prevent violation of the ATW.
4. If overtime follows on immediately after the standard working time, any rest break prescribed in the ATW will be considered overtime, with the exception of the lunch break, where at least half an hour is at the employee's own expense.
5. Leave accrued on account of overtime is carried over to the following calendar year, for up to 80 hours. Leave in excess of 80 hours will be paid out on the basis of the employee's hourly salary or added to the employee's flexible terms of employment.
6. The overtime allowance is a percentage of the hourly salary and amounts to:
   a. 50% for overtime hours from Monday to Friday; and
   b. 100% for overtime hours on Saturdays, Sundays and public holidays.
   If the employee works part-time and he works overtime outside his own yet within normal working hours, he will be paid a monetary allowance for those hours. This allowance amounts to 25% of the hourly salary. The holiday allowance is included in this percentage.
7. If working hours have shifted by more than half an hour, the employee will be paid an allowance over the shifted working hours. This allowance is equal to the overtime allowance.

Article 4.15 – Offshore

The allowance for offshore work is laid down in Appendix A.

Paragraph 3. Pension

Article 4.16 – Pension scheme

The employee accrues a pension during his employment. The pension scheme of Stichting Pensioenfonds ABP applies.

Article 4.17 – Payment upon retirement

1. If the employee's employment contract ends on account of receiving IVA or WGA benefits, he will receive a payment of 1.5 times his monthly salary.
2. If at the end of the employment contract, an employee is partially declared unfit for work and has not yet received a payment upon retirement, the payment will be calculated as if he had not been declared partially unfit for work.
3. If at the end of the employment contract, the employer owes the employee a transition payment that is higher than the payment referred to in paragraph 1, the employee is not entitled to the latter payment. If the transition payment is lower than the payment referred to in paragraph 1, it will be supplemented to 1.5 times the employee's monthly salary.

5. Reimbursements

Article 5.1 - Travel and accommodation expenses

The employee is reimbursed for travel and accommodation expenses when travelling for business purposes. The amount of the reimbursement is laid down at company level.

Article 5.2 – Study costs

1. If the employee attends job-oriented or career-oriented study or training, the full costs thereof will be paid by the employer, provided that written agreements have been made between the employer and the employee before the start of the study or training.
2. The employer may revoke an allowance granted previously if the employee does not regularly attend lessons or does not study sufficiently, unless the employee can demonstrate that he is not to blame for this.
3. The employer refrains from claiming repayment of reimbursements or costs paid to the employee if at the end of his employment contract, the employee is entitled to unemployment benefits or if he retires.
4. Further rules on study costs, study time and repayment have been laid down at company level.

Article 5.3 – Removal expenses upon commencement of employment

1. If the employee runs his own household and has to move within the framework of commencement of employment with the employer, he will be paid a relocation allowance as described in this article.
2. The following costs may be considered under the relocation allowance:
   a. the costs of the move itself, including packing and unpacking the household effects;
   b. a contribution of up to 12% of the employee's annual salary for the costs of refurnishing the home. The minimum contribution is € 4,665 (salary level 1 February 2020[3]). If within three years of the initial move, the employee has to move again in the interest of the business, he will receive a maximum reimbursement of 14% of his annual salary. The minimum for this is € 5,414 (salary level 1 February 2020[4]); and
   c. possible double housing costs, if unavoidable. This is taken to mean rent or mortgage interest. The employee will be reimbursed the housing costs of the old house insofar as these coincide with the housing costs of the new home, for the following duration:
      i. if the move is made upon commencement of employment, the corresponding reimbursement is limited to a maximum period of three months after the move;
      ii. if the move is made on account of a transfer, the employer and employee will agree on a reasonable period for this, in advance;

   all this insofar as this does not exceed the limits permitted under tax regulations (in 2020: a maximum of € 7,750 in addition to the reimbursement as referred to under a).
3. Contrary to paragraph 2, trainees who are subject to paragraph 1 will be reimbursed for the costs referred to in paragraph 2 under a, plus an amount equal to 50% of the minimum contribution referred to in paragraph 2 under b.

3 Indexation at 3.5%
4 Indexation at 3.5%

4. If the employee does not run his own household, he will be reimbursed for the costs as referred to in paragraph 2 under a and receive a contribution of 4% of his annual salary for the costs of furnishing the home.
5. If the employee has been paid a relocation allowance upon commencement of employment, he must repay it if he resigns or is dismissed on account of his own actions within two years after commencement of employment or within one year after the move.

Article 5.4 – Reimbursement in the event of a change in location of employment

Article 5.4.1 – Implementation of the scheme

1. If the employee's location of employment changes on the initiative of the employer and the employee must move as a result of this, the employee, depending on his situation, will receive a number of reimbursements as described in Articles 5.4.2 to 5.4.5.
2. The reimbursements referred to in paragraph 1 apply to employees who, on account of their position, have to change their location of employment on the instruction of the employer and who must therefore move. The reimbursements do not apply to:
   a. employees who change their location of employment on the basis of an application. The employer may deviate from this in the event of an application within the framework of a reorganisation; and
   b. trainees and expats. Agreements have been laid down for trainees and expats at company level.
3. The reimbursements referred to in paragraph 1 only apply if:
   a. the single trip travel distance between the old place of residence and the new location of employment is 70 km or more;
   b. the employee takes up a residence within a travel distance of 25 km from the new location; and
   c. the move is made within two years after a change in the location of employment or if a house has been purchased within two years after said change, but is not occupied until later.

   Reimbursements paid on the basis of paragraph 1 are made up to the limits permitted under tax regulations (in 2020: a maximum of € 7,750 in addition to the reimbursement of the actual costs of transferring the household effects). Any tax disadvantage as a result of changes in legislation is not compensated by the employer.
4. If the employee has been paid one or more reimbursement(s) as referred to in paragraph 1, he must repay it if he resigns or is dismissed on account of his own actions within two years after the change in location of employment or within one year after the move.
5. In cases not provided for by the reimbursements referred to in paragraph 1 or if the application thereof would lead to an unfair situation for the employee concerned or for the employer, the employer, insofar as this can reasonably be expected of it, can deviate from this.

Article 5.4.2 – Reimbursement of board and lodging

1. he reimbursement referred to in this article applies if the employee chooses to live in a boarding house during the period that he has not yet moved to a house in the vicinity of the new location of employment, for a maximum of two years after the change in location of employment.
2. The employee is paid:

a. reimbursement of the board and lodging expenses. This reimbursement amounts to € 700 per month, excluding energy and service costs for a single person;
b. a reimbursement for weekend trips to and from the boarding house on the basis of 1st class public transport.

3. During the period that the employee is paid a reimbursement as referred to in paragraph 1, he will not be eligible for commuting allowance as referred to in Articles 5.4.3 and 5.4.4.

Article 5.4.3 – Commuting allowance

1. The reimbursement referred to in this article applies during the period that the employee has not yet moved to a house in the vicinity of the new location of employment, for a maximum of two years after the change in location of employment. This article does not apply during the period that the employee is paid a reimbursement of board and lodging as referred to in article 5.4.2.
2. The employee is paid a commuting allowance on the basis of a 1st class public transport route pass (equal to the employer's regular travel allowance).
3. If the employee wishes to claim travel allowance but does not travel by public transport, the amount of the route pass referred to in the previous paragraph can, at his request, be paid on the basis of the applicable tax regulations.
4. The travel allowance referred to in this article does not apply if the employee drives a lease car and it is not accumulable with the employer's regular travel allowance.

Article 5.4.4 – Reimbursement for commuting hours travelled

1. The reimbursement referred to in this article applies during the period that the employee has not yet moved to a house in the vicinity of the new location of employment, for a maximum of two years after the change in location of employment. This article does not apply during the period that the employee is paid a reimbursement of board and lodging as referred to in article 5.4.2.
2. A transitional arrangement applies to the employee, during which the extra travel time per day is reimbursed as follows:
   a. during the first year, 100%;
   b. during the 13th to the 18th month inclusive, 75%; and
   c. during the 19th to the 24th month inclusive, 50%;
   all this at the hourly salary applicable to the employee.
3. The extra travel time per month is the extra travel time per day (i.e. the travel time to the new work location minus the travel time to the old one) multiplied by the number of days actually worked in that month (excluding leave days), rounded down to the nearest half an hour. The travel time is calculated as follows:
   a. when travelling by public transport, based on the public transport route planner;
   b. when travelling using private transport, based on the fastest route in the route planner.

Article 5.4.5 – Removal allowance

The removal allowance consists of a contribution towards a number of cost elements:

a. cost of transferring household effects;
b. refurnishing costs;
c. double housing costs;
d. contribution towards the costs of buying/selling a home (not applicable when renting);
e. travel expenses for the acquisition of a house; and
f. cost of children of school age.

Re a. Cost of transferring household effects
As a contribution towards the costs of transferring the household effects, the employee is reimbursed the costs of the move itself, including packing and unpacking the household effects;

Re b. Refurnishing costs
1. As a contribution to the costs of refurnishing the home, the employee is reimbursed up to 12% of his annual salary. The minimum contribution is € 4,665 (salary level 1 February 2020[5]). If within three years of the initial move, the employee has to move again in the interest of the business, he will receive a maximum reimbursement of 14% of his annual salary. The minimum for this is € 5,414 (salary level 1 February 2020[6]).
2. If the employee does not run his own household, he will receive a contribution of 4% of his annual salary for the costs of furnishing the home.

Re c. Double housing costs
1. The employee will be reimbursed the housing costs of the old house insofar as these coincide with the housing costs of the new home, for a maximum of three months after the move. Housing costs are taken to mean rent or mortgage interest.
2. In addition to the reimbursement referred to in paragraph 1, the employee is reimbursed for double housing costs:
   a. for a maximum period of nine months after the three-month period referred to in paragraph 1, to the amount of € 250 gross per month;
   b. and subsequently, for a maximum period of twelve months after the nine-month period referred to under a, to the amount of € 150 gross per month.
3. The reimbursement referred to in paragraphs 1 and 2 is subject to the employee producing documentary evidence of the double housing costs.

Re d. Contribution to the costs of buying/selling a home
1. If during the first year after a change in location of employment, the employee moves to:
   a. an existing owner-occupied home, he receives a net reimbursement of 60% of the transfer tax (up to a maximum purchase price of € 400,000);
   b. a newly-built home, he receives a net reimbursement of 60% of the fictitious transfer tax (up to a maximum purchase price of € 400,000);
   as a contribution to the costs of buying a new home.
2. In addition, the employee receives an incentive reimbursement as a contribution to other costs:
   a. of 3% gross of the purchase price (up to a maximum of € 400,000), if he moves within a year of a change in location of employment;
   b. of 2% gross of the purchase price (up to a maximum of € 400,000) if he moves more than a year after a change in location of employment.
3. Payment of the reimbursements as referred to in paragraphs 1 and 2 is made after transfer and delivery of the house.

5 Indexation at 3.5%
6 Indexation at 3.5%

Re e. Contribution towards travel expenses for a new home

1. The employee is paid a one-off gross reimbursement of € 500 for travel expenses he must incur in connection with a new home.
2. This reimbursement is paid at the time of the move.

Re f. Contribution towards the cost of children of school age.

1. The employee is paid a one-off gross reimbursement of € 400 gross per child for the costs he must incur in connection with the move of children of school age (3 to 21) living at home.
2. This reimbursement is paid at the time of the move.

Article 5.5 – Compensation of damage

1. Damage suffered by the employee during his work will be compensated (with the exception of damage to motor vehicles within the meaning of the Civil Liability Insurance (Motor Vehicles) Act), unless the employer demonstrates that he has complied with the obligations referred to in Book 7, Section 658 (1) of the BW or unless the damage has been caused by intent or deliberate recklessness on the part of the employee and insofar as the damage does not consist of normal wear and tear of goods.
2. If the employee is entitled to compensation from another party, he can transfer this right to the employer. In that case, he is entitled to an advance on the amount of compensation equal to the amount of the loss. If the employee does not transfer this right, he is not entitled to compensation from the employer.
3. If in connection with the transfer referred to in the previous paragraph, the employer incurs legal costs to recover the damage from the other party, he may not recover those costs from the employee.
4. The employer is obliged to be covered against the risks of third-party liability. The insurance must also provide coverage against the risk of third-party liability for any damage that the employee inflicts on other parties during his work, including colleagues. If the insurance does not cover the damage, the employer can recover the damage from him, provided the damage was caused by intent or deliberate recklessness.

Article 5.6 – Group insurances

1. The employer has introduced a group health insurance scheme in which the employee and his family members can participate. The employee can continue to participate in this after retirement.
2. The employee receives a gross employer contribution of € 360 per year (€ 30 per month), if he participates in the employer's group insurance scheme and has opted for a supplementary package. If the employee works less than 50% part-time, he will receive this employer contribution in proportion to his part-time percentage.
3. The employee can participate in a group insurance scheme that (partially) protects his income in case he becomes (partially) incapacitated for work ('IPAP insurance'). The employee pays the premium for this himself. If the employee takes out IPAP insurance, he will receive a contribution in the premium of 0.25% of his pensionable salary.
4. The employee can further participate in a group insurance scheme that supplements the income of his partner in the event of the employee's death (Anw shortfall insurance). The employee pays the premium for this himself.

6. Holiday and leave

Article 6.1 – Statutory holiday leave

1. The employee is entitled to 160 hours of statutory holiday leave per calendar year, based on full-time employment.
2. As a rule, the employee must take at least three weeks of uninterrupted leave in a calendar year.
3. The employer only rejects a request for leave if business interests so dictate.
4. The employee takes holiday leave in the form of hours. The employee's schedule determines the number of leave hours to be taken.
5. If the employee is ill during a holiday and would not have been able to work due to his illness if he had not been on holiday, he will be compensated any holiday leave deducted during the period of illness. This does not apply during a holiday period immediately prior to the employee's retirement.
6. he employee is entitled to go on holiday during a period of illness. He must take leave for this. During this holiday, the employee is exempt from any rehabilitation obligations.
7. The employer can revoke any holiday leave granted if business interests so dictate. If as a result of the above, the employee has only had a partial holiday on a certain day, that day will not be deducted as holiday leave. If the employee suffers financial damage or loss as a result of holiday leave granted and subsequently revoked, the employer will compensate this damage or loss.

Article 6.2 – Leave over and above the statutory minimum (until 1 January 2021)

Until 1 January 2021, the following scheme applies to leave over and above the statutory minimum.

1. The employee is entitled to the following types of leave over and above the statutory minimum per calendar year, based on full-time employment.
   - Leave over and above the statutory minimum 40 hours
   - Purpose-specific leave 8 hours
   - Leave over and above the statutory minimum for employees above the overtime threshold 16 hours
   - Extra age-related leave for employees aged
     - 40 to 49 8 hours
     - 50 to 54 16 hours
     - 55 to 59 24 hours
     - 60 and up 32 hours

     in which the age the employee reaches in the relevant calendar year is decisive.
2. Employees aged 55 and up are entitled to rest and recuperation leave per calendar year, based on full-time employment. The employee's age and corresponding leave entitlements are set out below
   - aged 55-56 24 hours
   - aged 57-58 48 hours
   - aged 59 and up 96 hours

   in which the age the employee reaches in the relevant calendar year is decisive. This extra leave is intended for the employee's recovery. The leave must be taken across the calendar year. Any unused leave will not be paid out and will lapse on termination of employment.

3. The purpose-specific leave, leave over and above the statutory minimum for employees above the overtime threshold and the extra age-related leave cease to exist with effect from 1 January 2021. From then on, the leave over and above the statutory minimum of Article 6.2A applies.

Article 6.2A – Leave over and above the statutory minimum (effective 1 January 2021)
With effect from 1 January 2021, the following scheme applies to leave over and above the statutory minimum.

1. The employee is entitled to 80 hours of leave over and above the statutory minimum per calendar year, based on full-time employment.
2. The following transitional arrangement applies to employees who are employed on the reference date of 31 December 2020 and who will be aged 55 or over on 1 January 2021. They will retain the purpose-specific leave scheme in accordance with the 2018-2019 TSO CLA (Article 3.7). The transitional arrangement applies up to the commencement date on which the employee reaches the legal state pension age.
3. The following transitional arrangement applies to employees who are employed on the reference date of 31 December 2020 and who will be aged 50 or over, but not yet 55, on 1 January 2021. They will receive an additional 16 hours of annual leave, for a maximum period of up to the legal state pension age.

Article 6.3 – Age-related policy

1. Based on full-time employment, the employee is entitled to save leave over and above the statutory minimum for a predetermined purpose for a maximum of 80 hours per year. If the employee saves for:
   - a gradual reduction in working hours until retirement, he can save a total of up to 1200 hours of leave on the basis of full-time employment;
   - other goals, he can save a maximum of 480 hours of leave on the basis of full-time employment.
2. The employee must coordinate taking this leave with his manager. He can only refuse the request for leave subject to a compelling interest as referred to in the Flexible Working Act. In case of refusal, the employee can object to this in accordance with the appeal procedure applicable at the employer. Taking leave has no consequences for the employee's pension accrual.
3. If the employee saves leave for a gradual reduction in working hours until retirement, he can commence this a maximum of 15 years prior to his retirement target date, in accordance with the pension rules. The Supplementary Vitality Savings Scheme as set out in Appendix B applies to employees born before 1 November 1957. If the employee participates in this scheme, he cannot save leave under this article at the same time.
4. In the event of circumstances that affect the employee and which necessitate, for example, informal care, extra care leave or palliative leave and in which circumstances the WAZO is insufficient for the employee, the employee may qualify for a supplement to the statutory care leave, in which case the costs are payable by the employer. It is up to the employee to submit a request for this to his manager. The assessment is made on a case-by-case basis and always takes place in consultation with HR. The supplement cannot be granted if the employee has called in sick and/or if he still has a balance of leave over and above the statutory minimum. The employer can establish further rules at company level for granting the supplement.

Article 6.4 – Leave in accordance with the WAZO

1. The employee is entitled to leave in accordance with the WAZO. This concerns leave for:
   a. pregnancy, childbirth, adoption and foster care;
   b. emergencies and other short-term absence, and birth;
   c. short-term and long-term care; and
   d. parenting.
2. If the employee qualifies for short-term care leave under the WAZO, the employer will continue to pay 70% of the employee's (maximum) daily wages during this leave, in accordance with the provisions of the WAZO. The employee must enter into agreements with his manager about the duration and extent of the leave.
3. In addition to maternity leave or (additional) birth leave in accordance with the WAZO, the employee, at his request, will be granted unpaid leave for a maximum of two months after the birth of a child belonging to his family. The employee can have this leave follow on immediately after the maternity leave or (additional) birth leave. The employer pays the (social insurance) contributions that must be paid during the period of leave.
4. If the employee has been employed for at least one year, the employer pays the employee 70% of the statutory minimum wage applicable to the employee during the parental leave. If the employee works part-time, this payment is proportional to the employee's working hours. No holiday leave entitlement is accrued during parental leave. The employer pays the compulsory (social insurance) contributions to be paid during the period of leave for the difference between the employee's original salary and 70% of the applicable minimum wage.
5. In the case of taking leave as referred to in paragraphs 2, 3 and 4, the employer will recover paid pension contributions from the employee, insofar as the normal distribution of contributions is maintained.

Article 6.5 – Special leave

1. The employee is granted special leave for the following events:
   a. on the day of the move, when moving in the interest of the business;
   b. on his wedding day and the day thereafter;
   c. on the wedding day of his child;
   d. on the day of death of his partner or (foster/step) children up to and including the day of the funeral or cremation, up to a maximum of five days;
   e. on the day of death of his parent(-in-law), brother(-in-law) or sister(-in-law) and on the day of the funeral/cremation;
   f. to comply with a legal obligation, unless this has arisen due to his fault or negligence, for the time needed;
   g. to perform work for and participate in meetings of public-law bodies in which he has been appointed or elected, unless he can do so in his own time and is paid for this, on the understanding that attendance fees etc. are not considered income within this framework, subject to a maximum of fifteen days per calendar year.
2. In principle, the employee must visit his general practitioner or specialist in his own time. If the employee demonstrates that this is not possible, he will be granted special leave without loss of salary.

7. Flexible terms of employment

Article 7.1 – Conversion of terms of employment

1. The employee can convert certain terms of employment into time and cash. This allows him to tailor his terms of employment.
2. If the employee does not make any conversions:
   - all cash benefits referred to in article 7.2 are paid to the employee monthly or annually, in accordance with this CLA and the applicable tax regulations and preconditions;
   - all time benefits referred to in article 7.2 are made available in time in accordance with this CLA, until the end of the calendar year. Leave hours over and above the statutory minimum not taken, as well as overtime and hours for standby and emergency repair service that exceed a total of 80 hours, are treated as gross wage in accordance with this CLA and are paid in February of the following calendar year.
3. The employee can choose to convert his terms of employment once or monthly.
4. The terms of employment that can be converted as referred to in Articles 7.2 and 7.3 can be supplemented by the employer with further terms of employment.

Article 7.2 – Sources

1. The employee can use the following terms of employment for conversion into other employment conditions:
   - cash benefits:
     - holiday allowance:
     - end-of-year bonus;
     - flexible terms of employment bonus;
     - the value of overtime hours and standby and emergency repair service exceeding 80 hours;
   - time benefits:
     - leave over and above the statutory minimum as referred to in Article 6.2 (until 1 January 2021) or Article 6.2A (from 1 January 2021 onward);
     - ADV;
     - accumulated unused leave.
2. The sales value of time benefits are determined as follows:
   - in the event of a 38-hour working week, one hour equals 1/165th part of the scale salary increased by the employee's salary allowance, if applicable;
   - in the event of a 40-hour working week, one hour equals 1/173rd part the scale salary increased by the employee's salary allowance, if applicable;

Article 7.3 – Objectives

1. The employee can convert the terms of employment as referred to in Article 7.2 for the following employment conditions:
   - (gross) salary;
   - extra leave hours;
   - life course (until 31 December 2021);
   - payment of union dues;
   - pension;
   - study[7];
   - private lease (in operation in the course of 2020)[8].
2. In addition to the leave to which he is entitled under this CLA, the employee may purchase a maximum of 208 additional hours of leave per calendar year on the basis of full-time employment. This concerns the maximum permitted under tax regulations without this affecting the employee's pensionable salary (10% of the annual hours).
3. The purchase value of time benefits are determined as follows:
   - in the event of a 38-hour working week, one hour equals 1/165th part of the scale salary increased by the employee's salary allowance, if applicable;
   - in the event of a 40-hour working week, one hour equals 1/173rd part the scale salary increased by the employee's salary allowance, if applicable;
4. The employee must take the purchased leave hours in the calendar year in which he purchased them.
5. The purchased leave will be added to the employee's leave balance. Taking purchased leave is subject to the same rules as taking regular leave. Once purchased, leave cannot be sold (back).

7 Subject to tax legislation. Any negative effects as a result of changes in tax legislation are not compensated by the employer.

8 Subject to tax legislation. Any negative effects as a result of changes in tax legislation are not compensated by the employer.

8. Disciplinary action

Article 8.1 – Investigation in the event of a strong suspicion of an offence

If the employer has a strong suspicion that the employee or other employees have committed an offence, the employee must allow his clothing, luggage and/or means of transport to be investigated. Measures are taken at company level to prevent employees from being treated unreasonably and/or improperly.

Article 8.2 – Disciplinary action

1. If the employee does not behave as befits a professional employee, the employer can impose a disciplinary measure on the employee.
2. The employer can impose the following disciplinary measures:
   a. a written warning;
   b. withholding a salary increment for a maximum of two consecutive calendar years;
   c. demotion to a lower position for a fixed period (a maximum two years) or open-ended period, with or without a reduction in salary;
   d. transfer;
   e. suspension for a fixed period of time, with or without continued payment of (part of the) salary.
3. The measures referred to in paragraph 2 under b to e may be imposed as a suspended sentence, for a maximum period of three years.
4. Before the employer imposes a disciplinary measure, the employee will be given the opportunity to account for his actions, verbally or in writing. In the event of a verbal account, the employer will prepare a written report of this as soon as possible. This report is signed by the employee after reading. If the employee refuses to sign it, this will be stated in the report, supported by the reason(s).
5. At the employee's request, the employee and his counsel may inspect the documents relating to the charges against him, unless the employer cannot reasonably be expected to do so on account of their confidential nature.
6. If the employer imposes a disciplinary measure on the employee, this will be communicated to the employee in writing as soon as possible, stating the reasons.
7. The provisions of paragraphs 4 to 6 also apply if the measure is imposed in the form of a suspended sentence.
8. A disciplinary measure will not be implemented until it has become final, unless the measure has been ordered to be implemented immediately when it was imposed.

Article 8.3 – Suspension other than a disciplinary measure

1. Without prejudice to the provisions of Article 8.2, the employer can also suspend the employee in the following cases:
   a. if the employee is prosecuted for a (serious) offence and this can affect his performance;
   b. if an extraordinary reason makes it is undesirable to retain the employee in his position after the date of termination of the employee's employment contract has become final; and/or
   c. if this is deemed necessary in the business' interest.
2. A suspension lasts no more than one month. If necessary, this period can be extended by a maximum of one month at a time.

3. Before the employer makes the decision to suspend, the employee will be given the opportunity to issue a verbal response, unless this is not possible. In the event of a verbal response, the employer will prepare a written report of this as soon as possible and send it to the employee.
4. At the employee's request, the employee and his counsel may inspect the documents relating to the charges against him, unless the employer cannot reasonably be expected to do so on account of their confidential nature.
5. The employer will notify the employee of the decision to suspend verbally, as soon as possible. The employee will receive written confirmation of this as soon as possible, stating the reasons, the time when the suspension comes into effect and the duration of the suspension.
6. If the employee is suspended, he continuous to be entitled, in principle, to the rights he has on the basis of his employment contract. If the employee is suspended on account of being prosecuted for a (serious) offence, the employer can withhold up to one-third of the salary (scale salary plus any salary supplements). The amount withheld will still be paid to the employee if the criminal prosecution did not result in a conviction.
7. If afterwards, it is found that the employee has been suspended wrongfully, the employee will be reinstated publicly and in writing, at the employee's request.

Article 8.4 – Representation of interests

The employee has the right to bring his interests to the attention of the employer. The employee can be assisted or represented when doing so.

9. Career

Article 9.1 – Sustainable employability

1. Sustainable employability is the ability to participate in the labour process up to the (rising) retirement age. The employee is personally responsible for remaining sustainably employable for work within the company of the employer or externally and continue to be fit, motivated and competent. The employer facilitates the employee in this by making resources available.
2. In order to encourage employees to work on their sustainable employability, the employer will introduce a sustainable employability programme during the term of this CLA. Every employee can make use of this according to personal preference.

Article 9.1A – Study agreement on sustainable employability for employees working continuous shifts/standby and emergency repair service

The employer, in conjunction with employees working continuous shift/standby and emergency repair service, investigates which measures are necessary to keep this specific group permanently employable. This investigation will be completed before the summer of 2020.

Article 9.2 – Personal development plan

Every year, the employee, in conjunction with the employer, makes a personal development plan. He can discuss what he wants to focus on within the framework his sustainable employability and which training courses are necessary or desirable within that framework or within the framework of his current position, among other things.

Article 9.3 – Career scan

Once every five years, the employee can ask the employer to have a career scan carried out at the expense of the employer.

Article 9.4 – Preventive medical examinations

1. The employer periodically offers employees periodic medical examinations.
2. If the employee is on standby and emergency repair service and is aged 55 or over, this is offered at least once every two years.

Article 9.5 – Leave plan 55+

If an employee is aged 55 or over, he will draw up an individual annual schedule together with his manager in which his efforts and absence are recorded during the year. This working hours scheme and leave plan are aimed at ensuring that older employees continue to work healthily.

Article 9.6 – Adjustment of job level

The employee can arrange with the employer that he will be assigned to a less-demanding, lower-paid position. In that case, the agreements described in Article 4.6 paragraph 3 et seq. apply with regard to his salary. If the transition to a less demanding position is made within 10 years prior to the state pension age applicable to the employee, he can ask the employer to continue his pension accrual on the basis of his old salary. This means that his pension contribution will rise proportionately.

10. Illness, incapacity for work and death

Article 10.1 – Illness and incapacity for work

Article 10.1.1 – Continued payment of wages during illness

1. If the employee is incapacitated for work, the statutory provisions of the Dutch Civil Code, the ZW and the WIA apply, unless explicitly stipulated otherwise in this chapter.
2. During the first 26 weeks of illness, the employee's salary is paid in full. From the 27th week until the second year of illness, the employee receives 85% of his salary, unless he is entitled to early IVA benefits. In that case, the employee's salary is also paid in full after 26 weeks of illness. From the moment the employee resumes his duties, he is paid a full salary again. In the case of a partial resumption of duties, the foregoing applies in proportion.
3. To determine the duration of the period of illness, the periods during which the employee did not work because of his illness are added together, unless those periods are interrupted for four weeks or more. In that case, a new period of illness is started.
4. If the employer reassigns the employee to another position or his own position but under different conditions within the first two years of illness, it will until the end of the second year of illness not result in a financial disadvantage for the employee compared to when he would not have been reassigned.
5. When appropriate, the extent of the most recent salary is adjusted in line with the structural collective salary increases.
6. The employer pays for an expert opinion, when issued.
7. The continued payment of or supplement to the employee's salary in this chapter ends:
   a. as soon as the employee is reassigned, other than in the situation referred to in paragraph 4;
   b. as soon as the employee no longer meets the conditions;
   c. as soon as the employment contract ends;
   d. as soon as the employee is entitled to AOW benefits; or
   e. with effect from the first day of the month following the month during which the employee dies.
8. Entitlements of the employee pursuant to Article 10.1 can, in combination with income pursuant to a statutory insurance or employment which has to promote the employee's recovery can in total amount to no more than 100% of the most recent salary.
9. If the employee has income from other employment or his own business, that income will be deducted from the amounts the employee is entitled to by virtue of this chapter, unless:
   a. he enjoyed this income before becoming incapacitated for work; and
   b. he did not expand that work or his own business.
10. The employer has prepared an implementation regulation for the implementation of the rules about continued payment of wages.
11. In the event of dismissal due to incapacity for work, the employer can terminate the employee's employment contract, subject to a notice period of one month. This term deviates from the statutory notice period.

Article 10.1.2 – Incapacity for work of less than 35%

1. If the employee is incapacitated for work for less than 35%, he remains employed by the employer, unless compelling business interests dictate otherwise. If necessary, the employee will be reassigned to a suitable position.
2. The employment contract and the salary will be adjusted in line with the employee's actual earning capacity.
3. The employee receives a supplement of 70% of the difference between his most recent and his new salary. If the new salary changes, the supplement is recalculated based on the changed salary. In the event of a loss of hours, any WW benefits will be deducted from this supplement.
4. If the employment contract must be terminated because of a compelling business interest, the employee is entitled to one of the following benefits:
   a. if the employee is reassigned to a suitable position at another employer, he will receive a supplement to his new salary up to 90% of his most recent salary. He will receive this supplement during the period over which he would have received (extended) WW benefits in the event of unemployment.
   b. if the employee is fully or partially unemployed, he will receive a supplement to his (extended) WW benefits and his salary, if any, up to 70% of his most recent salary.
5. A compelling business interest within the meaning of this article exists, in any case, if:
   a. the current workplace and the work can, in all reasonableness and fairness, not be adjusted to such an extent that the incapacitated employee can continue to perform his duties satisfactorily; and
   b. no other suitable position within the employer's organisation is available.

Article 10.1.3 – Wage-related WGA benefits

1. After 104 weeks of incapacity for work, the employee may qualify for wage-related WGA benefits. These benefits enjoy a similar system as the WW benefits in terms of accrual, extent and term.
2. On 1 January 2016, the maximum term of the WW benefits was, under a legislative change, gradually reduced and the accrual was decelerated. These measures also apply to the wage-related WGA benefits.
3. These adjustments to the wage-related WGA benefits are amended in the same way as the WW benefits in Article 11.1.

Article 10.1.4 – Industrial accident

1. If the incapacity for work is caused by an industrial accident, the employee's salary is also paid in full from the27th week until the second year of illness.
2. If the employee is fully and permanently incapacitated for work as a result of an industrial accident, he is entitled to a supplement to his IVA benefits and his AAOP, if any, up to 90% of his most recent salary.
3. If the employee is partially incapacitated for work as a result of an industrial accident, he is entitled to one of the following supplements after the first two years of illness:
   a. during the (extended) WGA wage-related benefits period, the employee receives:
      i. if he makes full use of his residual earning capacity, a supplement of 90% of the difference between his most recent salary and his new salary;
      ii. if he does not make full use of his residual earning capacity, a supplement of 80% of the difference between his most recent salary and his new salary;
   b. during the WGA wage supplement benefits period, the employee receives a supplement of 90% of the difference between his most recent and his new salary which he would earn if he made full use of his residual earning capacity;
   c. during the WGA follow-up benefits period, the employee, for a maximum period of ten years, receives a supplement up to 75% of his most recent salary, multiplied by his incapacity for work percentage;
   d. if the employee is incapacitated for work for less than 35% following an industrial accident, his new salary will be supplemented up to 90% of his most recent salary. The supplement referred to under d ends when the employee's employment contract ends. In the event of a loss of hours, any WW benefits will be deducted from this supplement.
4. Any WGA benefits and AAOP received by the employee are deducted from the supplements referred to in paragraph 3.
5. If the employee is incapacitated for work as a result of an industrial accident, the employer will reimburse the medical costs or care costs that remain at the expense of the employee and which the employer deems necessary. The employer may stipulate further rules for this.

Article 10.1.5 – Obligations

1. If the employee is unable to work due to illness, he has to notify the employer as soon as possible. The employee has to abide by the sickness regulations in force at the employer.
2. The employer may stipulate that the employee cannot resume his duties until the employer has given his explicit consent.
3. If an obligation or sanction is imposed on the employee in connection with his WIA benefits, the employer will, to the greatest possible extent, apply the same obligation or sanction to the supplement to the WIA benefits which the employee is entitled to.
4. If the actions of the employee cause his WIA benefits to be lowered or fully or partially refused, the employer will, when determining the supplement to the WIA benefits, assume full entitlement to the WIA benefits.

Article 10.2 – Death benefit

1. If the employee dies, his salary is paid up to the month in which he died.
2. If the employee dies, the benefit within the meaning of Section 7:674, subsections 2 and 3 of the Dutch Civil Code will be paid out as soon as possible.[9] The extent of the benefit is three times the employee's most recent salary. If there are no persons within the meaning of Section 7:674, subsection 2 of the Dutch Civil Code, the employer can use the benefit to pay the costs of any final illness and the funeral or cremation of the employee in full or in part, insofar as this cannot be paid from his estate.
3. If by virtue of the WIA or another statutory regulation, a right to a death benefit also exists, it will be deducted from the benefit due, referred to in paragraph 2.
4. If the employee dies as a result of an industrial accident which he did not intentionally cause, those who are entitled to an ABP surviving dependant's pension in connection with this death, are paid a benefit of 18% of the surviving dependant's pension accrued in accordance with the Pension Rules. This benefit ends as soon as the employee would have been entitled to AOW benefits. If the benefit is paid to the spouse of the employee, these payments also end in the month after the month during which he or she remarries.

9 Text Section 7:674 of the Dutch Civil Code:
1. The employment contract ends following the death of the employee.
2. Nevertheless, the employer is obliged to pay the surviving relatives of the employee a benefit to the extent of the wage which the employee was most recently entitled to by law and to pay this for the period from the day after the day on which he died until one month after the day on which he died.
3. For the application of this section, surviving relatives refers to the surviving spouse or registered partner from whom the employee was not permanently separated or the person with whom the employee cohabited, failing which it refers to the underage children whom the deceased was related to and failing that, the person with whom the employee was living as part of a family and for whom he largely provided the maintenance. Cohabiting within the meaning of the first sentence refers to the situation in which two single persons run a joint household, with the exception of blood relatives in the first degree. A joint household within the meaning of the second sentence refers to the situation in which the persons involved have their main residence in the same house and they indicate to take care of each other by contributing to paying the household costs or otherwise look after each other.
4. The death benefit referred to in subsection 2 can be reduced by the amount of the benefit that accrues to the surviving relatives in connection with the employee's death under a statutory medical or incapacity for work insurance and pursuant to the Supplementary Benefits Act.
5. Subsection 2 does not apply if immediately prior to his death, the employee, under application of Section 629, subsection 3, was not entitled to the wage within the meaning of Section 629, subsection 1 or if as a result of the employee's actions, he is not entitled to a benefit under a statutory medical or incapacity for work insurance.
6. This section cannot be deviated from to the detriment of the surviving relatives.

11. Unemployment

Article 11.1 – Unemployment benefits

On 1 January 2016, the maximum term of the WW benefits was, under a legislative change, gradually reduced from 38 to 24 months and the accrual of WW rights was decelerated. These changes are amended in the CLA as follows:

1. The accrual, extent and term of WW benefits are supplemented beyond the specified period up to the accrual, extent and term of the (statutory) WW benefits as they applied on 31 December 2015, hereinafter referred to as the extended WW benefits. This means that the employee continues to accrue one month of WW for every year of employment history. The employee can accrue a maximum of 38 months.
2. The employer and the employee do not pay any premium for this amendment.
3. The supplement to the WW benefits over and above the statutory minimum in the event of unemployment due to a reorganisation (Article 11.2) remains unchanged and as such, it will become a supplement to the WW benefits over and above the statutory minimum and a supplement to the extended WW benefits beyond the specified period with effect from 1 January 2016.

Article 11.2 – Supplement employment benefits in the event of unemployment due to a reorganisation

Article 11.2.1 – Application of the supplement

1. If the employee is fired due to his position being discontinued as a result of a reorganisation, business closure or a reduction of activities, he is entitled to a supplement to his (extended) WW benefits. This does not apply if a fixed-term employment contract terminates by operation of law.
2. After his dismissal, the Dutch Civil Code and the WW apply. This CLA includes several exceptions and additional provisions.
3. The employee is not entitled to a supplement if he:
   a. rejects a reasonable offer for a suitable position;
   b. insufficiently cooperates in finding a suitable position; or
   c. has agreed with the employer in writing that he does not qualify for a supplement to the (extended) WW benefits.
4. Within the framework of the reorganisation, a social plan may apply. This plan may also contain provisions about accepting a suitable position. In that case, those provisions serve as a starting point for the verification of the agreements set out in Article 11.2.
5. The employee and the employer may agree that he commutes the right to the supplement. In that case, he will receive a lump-sum payment. After that, the employee is no longer entitled to the agreements set out in Article 11.2.
6. The employee may have to move house for a new job. In that case, the employer can grant the employee a relocation allowance of € 2,269.

Article 11.2.2 – Term of the supplement

1. The employee is entitled to a supplement for the term of the (extended) WW benefits. This period starts on the first day of unemployment and ends no later than the original end date of the (extended) WW benefits.

2. When the (extended) WW benefits are interrupted because the employee finds a temporary job, for instance, the supplement is re-allocated after the (extended) WW benefits have resumed. The supplement does end on the original end date. The supplement does, in any case, end as soon as the employee is no longer entitled to (extended) WW benefits.

Article 11.2.3 – Extent of the supplement

1. The (extended) WW benefits are supplemented:
   a. during the first half of their term, 90% of the calculation basis; and
   b. during the second half of their term, up to 80% of the calculation basis.
2. If the UWV fully or partially refuses the WW benefits because the employee fails to fulfil his obligations to prevent or end unemployment, the former employer will stop all or part of the supplement. This is done on the same scale as the sanction imposed by the UWV.
3. In the calculation of the supplement, all income (such as salary, WW and ZW benefits) is included.

Article 11.2.4 – Supplement to ZW benefits

1. If the employee becomes incapacitated for work during the period in which he receives WW benefits, the UWV will pay ZW benefits. These benefits are also supplemented up to the percentages mentioned in Article 11.2.3, paragraph 1.
2. An employee who is incapacitated for work due to her pregnancy, receives a supplement up to 100% of the calculation basis for the period during which she is incapacitated for work until the start of the maternity benefit and maternity allowance.
3. In the calculation of the supplement, all of the employee's income (such as salary, and WW benefits) is included.
4. If the employee does not receive any benefits or lower benefits as a result of something that cannot be attributed to him, the supplement is based on the benefit amount he would normally have received.
5. The supplement ends when the supplement to the WW benefits would have ended.

Article 11.2.5 – Supplement to the salary from a new employment contract

1. If the employee starts working for another employer during the period over which he receives (extended) WW benefits, his new salary may be lower than his most recent salary. In that case, his new salary is supplemented up to the amount of the calculation basis, based on his most recent salary.
2. If the employee will work fewer hours than before, his former employer will pay the supplement for the number of hours he works.
3. The employee must apply for the wage supplement within four weeks of his first day at work. His former employer will pay the supplement as soon as the employee has submitted all the necessary documents (the employment contract, payslip, WW documents) to the employer.
4. In the calculation of the supplement, all income (such as salary, (extended) WW and ZW benefits) is included.
5. The right to a wage supplement ends:
   a. insofar as the employee loses working hours at his new employer and the continued payment over those working hours;
   b. as soon as the employee loses the right to wages from his new employment contract while that employment contract continues; and

c. as soon as the wages paid by the new employer are no longer lower than the calculation basis.

If as a result of this, the employee is no longer entitled to a wage supplement, he will be entitled to one again once the cause of his right to expire has been eliminated. In that case, the employee will have to comply with the other conditions again within the original term of the supplement.

6. The supplement ends when the supplement to the (extended) WW benefits would have ended.

Article 11.2.6 – New unemployment

1. If the employee is employed by another employer during the period in which he was entitled to (extended) WW benefits, there is a chance he may again lose his job. In that case, he can rely on the supplement again. This also applies when the employee is incapacitated for work at that time.
2. The extent of the supplement is determined based on the percentage the employee would have been entitled to if he had remained unemployed.
3. In the calculation of the supplement, all income (such as salary, (extended) WW and ZW benefits) is included.
4. The supplement ends when the supplement to the (extended) WW benefits would have ended.
5. The provisions referred to under ‘Supplement to the WW benefits’ above also apply in this case.

12. Trade unions

Article 12.1 – Contribution to the trade unions

1. The employer pays the collective trade unions € 16 per employee per year.
2. The number of employees on 1 January of any one year determines the number of employees referred to in paragraph 1.

Article 12.1A – Temporary one-off trade union contribution

Employees who became a member of one of the trade unions involved in this CLA between 1 November 2019 and 31 December 2020 will receive a one-off € 90 net towards the trade union contribution.

Article 12.2 – Leave for trade union activities

If business interests allow for it, the employee can go on paid leave in order to do any of the following at the written request of a trade union:

a. in his capacity of board member or representative, attend courses and meetings of the bodies set out in the articles of association of the trade unions for a maximum of 26 days per calendar year;
b. insofar as the provisions set out under a or the Works Councils Act do not provide for this, attend educational and training meetings organised by the trade union for a maximum of five days per calendar year.

Article 12.3 – Trade union facilities

The employer and the trade unions make agreements about the following on a corporate level:

a. communications by the trade unions via the employer's Intranet; and
b. the opportunity to provide new employees with information during their training activities.

Article 12.4 – Trade union consultant

1. During the term of this CLA, trade union consultants of FNV (the Dutch Trade Union Confederation) and CNV (the National Federation of Christian Trade Unions in the Netherlands) will be exempted from working for two hours per week to give employees advice and to assist them in matters concerning their terms of employment.
2. The trade union consultant will be given the opportunity to complete appropriate training at the trade union as soon as possible. The time needed for this falls within the aforementioned exemption.
3. he trade union consultant will be given the opportunity to announce messages about his activities (such as consultations, meetings) on the Intranet.
4. At the end of the term of this CLA, the parties will evaluate the efforts and time spent by the trade union consultant and they will discuss the continuation of this arrangement.

Article 12.5 – Reorganisation

If the consequences of an intended reorganisation or business closure cannot be absorbed by the existing terms of employment, the employer will notify the trade unions accordingly in time. In that case, the employer and the trade unions will draw up a social plan.

Protocol

Change in job evaluation system and salary scales

The current TSO CLA includes nine salary scales. These salary scales are based on the Berenschot job evaluation system. TenneT wishes to switch to the Hay methodology during the term of this TSO CLA. The reason for this is that TenneT wishes to apply one method for all its employees.

The transition to a new job evaluation system is subject to agreement with the works council.

The bandwidth of the Hay methodology is different from that of Berenschot. This results in a redistribution of the scales. The table below shows the new salary table with the minimum and maximum salary per salary scale. This will apply when the Hay methodology with job families is implemented. All jobs will be reclassified in the process. The following agreements apply during the transition to the Hay methodology.

Hay

Grade	Min	Max
7	22,810	32,197
8	23,490	34,463
9	27,992	41,174
10	30,047	45,762
11	32,252	50,767
12	34,619	56,487
13	37,160	62,922
14	39,888	70,072
15	42,815	78,228
16	45,959	89,144
17	49,358	100,443

Berenschot

Grade	Min	Max
1	22,810	32,197
2	23,490	34,463
3	27,992	41,174
4	29,210	49,047
5	34,902	58,250
6	37,012	67,751
7	42,704	78,228
8	43,426	89,144
9	49,358	100,443

The above tables state the annual salary as from 1 February 2020, including an 8% holiday allowance and a 6% end-of-year bonus, exclusive of any allowances and reimbursements.

Transitional arrangement

If the employee's most recent salary is higher than the maximum of the new scale, the employee will be paid the maximum salary that corresponds to the new scale, supplemented by a salary allowance. This salary allowance represents the difference between the most recent salary and the maximum of the new salary scale. The employee is paid this salary allowance as long as he is classified in this job scale. The salary allowance is indexed with the general CLA increases and is also part of the basis for calculating the holiday allowance, end-of-year bonus and pensionable earnings.

If the employee is going to be assigned to a different job that is classified in the same scale, the salary allowance will be retained. If the employee is going to be assigned to a job classified in a higher scale, the salary allowance will lapse. If the employee is going to be assigned to a job that is classified in a lower scale, the demotion as described above applies to the aforesaid salary allowance.

If the employee's salary perspective is affected negatively as a result of the introduction of the Hay methodology, the following transitional arrangement applies. For a period of up to four years after the year in which he reached the maximum salary corresponding to the new salary scale, the employee is eligible for the salary increase up to the maximum of the employee's salary scale applicable before the introduction of the Hay methodology.

Appendix A – Offshore Scheme

Article 1 – Scope

The Offshore Scheme applies to employees if and insofar as they perform work at sea ('offshore work').

Article 2 – Working Hours Act

1. Offshore work is governed by the regulations under the Working Hours Act and the Working Hours Decree with regard to wind farms.
2. The employee works in shifts of up to 12 hours per day, which comprises 11 hours of work and a total break time of 1 hour (unpaid). Breaks are taken during the course of the working day. The employee is personally responsible to ensure a healthy distribution of breaks over the day.

Article 3 – Registration

1. Records must be kept of the working hours on the platform. A copy of these records must be sent to the employer's head office within six weeks.
2. If an employee performs offshore work at the same location for less than six weeks, the records will be kept in accordance with the model prescribed for this by the Ministry of Social Affairs and Employment.

Article 4 – Structural work at sea

Article 4.1 – Definition

The provisions of Article 4 apply if the employee performs the work he performs in a period of 58 consecutive calendar days or more, in principle each time at sea.

Article 4.2 – Remuneration

1. The employee is paid a fixed allowance of 25% on his scale salary. This allowance is inconvenience pay for working at sea.
2. The shift work allowance described in article 4.12 of the CLA does not apply.
3. The overnight allowance that is in force at the employer does not apply.

Article 4.3 – Travel time

1. The travel time to and from the work location is the employee's own time. The location of employment can also be the take-off point of the helicopter or the departure point of the boat.
2. The travel time to the platform by helicopter or boat and vice versa forms part of the working time.

Article 4.4 – Travel expenses

1. The employer reimburses the travel expenses for the entire trip between the place of residence and the work location in accordance with the applicable amounts of the mobility scheme. The maximum of 50 kilometres does not apply to transport by car.
2. If the employee moves to a place of residence outside the Netherlands or Germany, the reimbursement will be based on the reimbursement that applied before the move.

Article 4.5 – Illness

In the event of illness, the responsible employee on this platform designated for these instances will contact a physician. If the period of illness is expected to be short, the employee will remain on the platform for recovery. In consultation with the doctor and supervisor, the employee can come onshore for medical treatment.

Article 5 – Occasional work at sea

Article 5.1 – Definition

The provisions of Article 5 apply if the employee does not fall within the definition of Article 4.1.

Article 5.2 – Remuneration

1. The employee is paid an allowance of 25% of his hourly salary calculated over the number of hours he performs offshore work. This allowance is inconvenience pay for working at sea.
2. The overnight allowance that is in force at the employer only applies to days on which the employee is not entitled to the allowance referred to in paragraph 1.
3. If the employee performs work outside the daytime window of 07:00 to 21:00 Monday to Friday, he is paid:
    - an allowance of 50% of his hourly salary for hours between 00:00 and 07:00 and between 21:00 and 07:00 Monday to Friday;
    - an allowance of 100% of his hourly salary for hours between 00:00 and 24:00 on Saturdays, Sundays and public holidays.

Article 5.3 – Travel time and travel expenses

1. Journeys to and from the work location are deemed business trips within the framework of travel time and travel expenses. This is subject to the provisions and allowances in accordance with the rules and regulations of this CLA and the employer's mobility scheme. The location of employment can also be the take-off point of the helicopter or the departure point of the boat.
2. Contrary to Article 3.5, paragraph 2, second sentence of the CLA, employees who are not eligible for an overtime allowance are entitled to time off in lieu equal to the total extra travel time referred to in that article.
3. The travel time to the platform by helicopter or boat and vice versa forms part of the working time.

Article 6 – Other

1. The employer pays for meals and accommodation on or near the platform. Any taxable corrections are paid by the employer and settled through the work-related expenses scheme.
2. The reimbursements as referred to in the Employer's Expat Scheme do not apply.

In special cases, the immediate superior can deviate from the TenneT Offshore Scheme in consultation with the People Director.

Article 7 – Standby and emergency repair service

1. Standby and emergency repair service is, in principle, land-based. The allowances for standby and emergency repair service are set out in Article 4.13.1.
2. The employer can determine that the employee must be at sea whilst on standby and emergency repair service. In that case, the employee who is on standby and emergency repair service works a maximum of 13 hours per period of 24 consecutive hours and 85 hours per week.

Appendix B – Supplementary Vitality Savings Scheme

The Supplementary Vitality Savings Scheme (hereinafter referred to as 'this scheme') is a supplement to the Age-Related Policy as described in Article 6.3 and applicable to employees born before 1 November 1957. Under the Age-Related Policy, employees can save up to 80 hours of leave per year. This leave can be used for various purposes, including working less before the retirement date or state pension age. Employees born before 1 November 1957 have fewer options of saving leave within the framework of the Age-Related Policy prior to their retirement date or state pension age. That is why they can make use of this scheme.

Participants in this scheme can work 80% on the basis of a 40-hour working week, while retaining 90% of their most recent salary and 100% of their pension accrual. This scheme comes into effect on 1 November 2019.

This scheme has been set up subject to the applicable tax and pension conditions.

Definitions

Participant:
The employee who has agreed in writing with the employer to participate in this scheme.
Most recent salary:
The salary that applied immediately prior to participation in this scheme, increased by any individual and structural pay rises since the effective date of participation.
Actual salary:
The part of the most recent salary that the employee earns during participation in this scheme.
Original working hours:
The agreed working hours immediately prior to participation in this scheme, expressed in hours per week.
Actual working hours:
The agreed number of (average) hours worked per week when participating in this scheme.
Pension accrual:
The accrual of pension in accordance with the ABP Pension Regulations.

Article 1 – Participation in the scheme

1. This scheme is open to every employee who, at the start of participation:
   a. was born before 1 November 1957;
   b. has an open-ended employment contract;
   c. has worked with the employer for at least one year; and
   d. did not increase his working hours one year prior to participation.
2. Participation is excluded for employees who are fully or partially incapacitated for work.
3. Participation is only possible starting from the first day of a calendar month.
4. A request to participate in this scheme must be submitted to the manager in writing at least two months before the desired commencement date.
5. The manager will process the request and decide no later than one month before the preferred commencement date.

6. The manager can postpone participation in this scheme for a maximum of six months or reject the request in the event of a compelling business interest in accordance with the criteria of the Flexible Working Act. If rejected, the employee can submit another request to participate after six months. In the event of a second rejection, the employee can appeal to the review committee, in which case the committee will review the manager's considerations and determine whether the request was rightly rejected.
7. The employer and employee agree to participate in this scheme in writing. This includes a digital recording of said agreement.

Article 2 – Duration of participation

1. Participation ends on the date on which the employment contract ends, but no later than on the date of reaching state pension age.
2. If his private situation gives cause to do so, the participant can submit a single request to terminate participation in this scheme and return to his original working hours. In that case, the criteria of the Flexible Working Act apply.
3. After premature termination, the employee cannot be reinstated in this scheme again.

Article 3 – Basic principles

1. Participants in this scheme whose original working hours amounted to 40 hours per week will be working 20% less. The participant's salary is cut by 10%.
2. The actual working hours when participating in this scheme is 32 hours per week. The original working hours of 40 hours per week are not adjusted.
3. Employees whose original working hours were between 32 and 40 hours per week can participate in this scheme as well. In that case, their actual working hours will be 32 hours per week as well and the 80% work / 90% salary / 100% pension accrual will be adjusted in accordance with the working hours on a pro rata basis.
4. Participants must schedule in hours off. To this end, the participant must have the work schedule application form signed by the manager and submit this to HR Services, together with the request for participation.
5. Contrary to paragraphs 1 to 4, the following applies to participants working continuous shifts. Within the framework of this scheme, a participant in full-time employment whilst working continuous shifts is scheduled to have 44 days off (20% of the 33.6-hour working week). These 44 days must be scheduled in on a structural basis. The hours can only be scheduled in to coincide with weekdays. Of these 44 days, the participant is granted 22 days in the form of special leave. The salary will be reduced in respect of the remaining 22 days.
6. Participants in this scheme cannot take life-course leave and/or take sabbatical leave at the same time.
7. When participating in this scheme, the additional purpose-specific leave is paid on the basis of an 80% employment contract.

Article 4 – Terms of employment

1. The actual salary forms the basis for salary-related terms of employment, such as flexible terms of employment, holiday pay, end-of-year bonus and the anniversary bonus.
2. Terms of employment related to working hours, such as statutory leave and the maximum hours of leave available for purchasing, are determined on the basis of the actual working hours of 32 hours per week.

3. Monetary allowances and time off in lieu, such as the standby and emergency repair service allowance and the shift work allowance, are granted on the basis of an 80% employment contract or the schedule.
4. As from the date of participation in this scheme, all leave entitlements and entitlements to the flexible terms of employment are recalculated in proportion to the remaining number of months in the calendar year.

Article 5 – Overtime and shifted working hours

1. Working overtime is not permitted when participating in this scheme. In consultation with the manager, the participant can occasionally shift scheduled hours off, except during public holidays.
2. If at the request of his manager, the participant shifts his working hours outside the standard working hours, the allowance applies as provided for in the TSO CLA.
3. Contrary to paragraphs 1 and 2, the following applies to participants working continuous shifts. If the participant works overtime during hours for which he is scheduled to be off within the framework of this scheme, he will be paid a monetary allowance of 25% of the hourly salary for those hours.

Article 6 – Standby and emergency repair service

1. The employer and the participant jointly decide on the concrete details of the standby and emergency repair service. The basic principle is that if the participant is called up when on standby and emergency repair service during hours for which he is scheduled to be off within the framework of this scheme, these hours can be taken up at a different time.
2. The participant is paid an allowance for the standby and emergency repair service as arranged in the TSO CLA.
3. Working whilst on standby and emergency repair service is deemed shifted working hours. The allowance as described in Article 5 paragraph 2 applies to this.

Article 7 – Pension

1. The participant's pension accrual is continued on the basis of a full-time employment contract.
2. The pension contribution is deducted from the employee's salary in accordance with the distribution formula laid down in the ABP Pension Regulations.

Article 8 – Illness and incapacity for work

1. As soon as a participant has been ill or incapacitated for work for more than 26 consecutive weeks, participation in this scheme is suspended. From the 27th week onward, the participant receives 85% of the full salary, whereas leave over and above the statutory minimum lapses.
2. Participation in this scheme will only be resumed in the event of a full reinstatement on the basis of the original working hours. The participant must report this to the payroll administration department.

Article 9 – Redundancy

Participation in this scheme ends in the event of redundancy. In that case, the employee's original working hours are reinstated.

Article 10 – Unforeseen circumstances

In situations for which this scheme does not provide, the employer and employee will agree on a suitable solution for both parties.

Article 11 – Financial advice

1. Employees who wish to participate in the Vitality Savings Scheme are given the opportunity to obtain advice on the financial consequences thereof by conducting a Financial Insight Interview based on the Personal Annual Report at EBC Netherlands. For more information on this, click this link. If the employee wishes to make use of this, he must register via TenneT Academy.
2. The fees for the advice referred to in paragraph 1 must be paid from the employee's training budget.

Article 12 – Laws and regulations

In the event that this scheme conflicts with (tax and pension) laws and regulations, the tax and pension laws and regulations take precedence. This may result in the suspension or termination of participation in this scheme.

Article 13 – Evaluation

1. The CLA parties will evaluate this scheme 14 months after 1 November 2019, i.e. by 1 January 2021. The evaluation will once again consider whether and if so, in what form this scheme will be continued.
2. If this scheme is changed or cancelled, current participants can continue to participate under the existing conditions.

Article 14 – Term

This scheme comes into effect on 1 November 2019 and continues until the commencement date of a new CLA to be agreed on by the parties.

Article 15 – Hardship clause

1. In cases in which the full application of this scheme leads to an unfair or unreasonable situation for an individual employee, the employer will deviate from the provisions of this scheme in favour of the employee. No rights can be derived from such a deviation by people other than this individual employee.
2. If the employee believes that he is eligible for the hardship clause, he can make a claim through the employer. The employer subsequently makes a decision in this respect. If the employee does not agree with the employer's decision, he can appeal to the review committee in accordance with the provisions of Article 16.

Article 16 – Objection and appeal

1. The employee can appeal to the employer's review committee if:
   a. he disagrees with how this scheme has been applied;
   b. the manager rejects a second request to participate as referred to in Article 1, paragraph 5;
   c. the employer and employee disagree on the application of the hardship clause.

Bijlage C – Transponeringstabel

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2.5	2.4
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From new to old

Article new CAO	Article old CAO
Abbreviations Definitions	Abbreviations used Terms used, occasional terms
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1.5	1.4
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4.3	4.3
4.4	Cancelled
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4.7	4.11
4.8	5.1
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4.10	5.2
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6.2.1	6.5
6.2.2	6.5
6.2.3	6.4

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Article new CAO	Article old CAO
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4.1.2	4.2, appendix 9
4.1.3	Appendix 9
4.2	Appendix 11
4.3	4.3
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4.5	Appendix 9
4.6	Appendix 9
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5.2	4.10
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6.4	9.4
6.5	Cancelled
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From new to old

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6.3	new
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9.2	9.2
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9.4	6.4
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From old to new

Article old CAO	Article new CAO
Abbreviations used Terms used Occasional terms	Abbreviations Definitions Definitions
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6	4.9
7	Cancelled
8	Cancelled
9	4.1.1-4.1.3, 4.4, 4.5, 4.6, 4.10, 7.1
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Appendices	
A	Appendix 12
B	new
C	new

Signatures

Employer

TenneT TSO B.V.
on its behalf,

drs. O. Jager CFA
CFO

Werkgeversvereniging WENB
on its behalf,

R.O.M. Rutjens
director

Vakbonden

FNV Publiek Belang
on its behalf,

J. de Vlieger
officer

CNV Publieke Diensten
part of CNV Connectief
on its behalf,

A. Reijgersberg
officer