

CLA PLb 2022 – 2023

**The undersigned Employers' Association WENB, with its registered office in Arnhem,
as the first party, and**

**CNV Publieke Diensten, part of CNV Connectief, with its registered office in Utrecht,
as the second party**

STATE / Declare

that they have entered into the following CLA PLb.

Term: 1 May 2022 to 30 June 2023

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

Agreed on 5 July 2022

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

CLA PLb 2022 – 2023

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1. ABOUT THIS CLA

1.1 Definitions

Business interest	Business interest is any situation affecting the safety or continuity of the business process and situations in which interests of a commercial, economic, operational or technical-operational nature of the employer's business are at stake. If the 'business interest' refers to interests of a commercial, economic, operational or technical-operational nature, the employee's interests at stake will be taken into account.
Spouse/Partner	In this CLA, a spouse is considered equivalent to a domestic partner <ul style="list-style-type: none"> - with whom you have entered into a registered partnership (Section 1:80a of the Dutch Civil Code) or - with whom you live unmarried and – with the intention of living together on a long-term basis – run a joint household, as evidenced by a written declaration. -
Partner (ABP)	The partner as referred to in Article 3.2 of Stichting Pensioenfonds ABP's Pension Regulations.
Actual annual salary	The salary that you actually receive in a calendar year.
Job profile	A brief description of the main duties for the position (see Appendix 3) included in the job matrix. These profiles form the reference framework.
On pension/Retired	Pension refers to the AAOP in addition to the ABP Multi-Option Pension.
Restructuring	The employer's intention to change, reorganise, reduce or terminate the activities of an organisation or part of an organisation and request an opinion on this from the Works Council under Section 25(1)(c) to (e) WOR.
Schedule	Schematic representation of the employee's agreed working hours.
Salary	The salary according to the salary scale (multiplied, if relevant, by the part-time percentage), plus: <ol style="list-style-type: none"> a. any fixed personal monthly allowance(s); b. 8% (the former monthly holiday allowance, see Appendix 5); c. the monetary allowance for the standby and breakdown service, averaged per month over the previous 12-month period; d. the monetary allowance for shiftwork (see Article 3.8.2).
Hourly wage	<ol style="list-style-type: none"> 1. 1/165th of your salary according to the salary scale plus the fixed personal allowance. 2. If you have a performance-based contract with standard working hours of 40 hours per week, the 'salary per hour' is 1/173rd of your salary according to the salary scale plus the fixed personal allowance.
Salary scheme	A salary scheme is a system for setting salaries according to salary scales. Among other things, it consists of the salary scales, the job

	classification system, and a system linking the job classification and salary scales.
Salary scale	A salary scale often consists of a series of gross amounts (steps or increments). It can also consist of a range with a specified minimum monthly gross amount and a maximum monthly gross amount.
Salary according to the salary scale	The monthly amount you receive based on your classification in the salary scheme.
Sector salary table	The table of salary scales set out in Appendix 1.
Fixed personal allowance	A fixed monthly allowance on the salary according to the salary scale. This can be an amount or a percentage of that salary according to the salary scale. A fixed personal allowance is granted for an indefinite period, only: <ul style="list-style-type: none"> a. as a guarantee because you have been placed in a lower qualified position; b. if special requirements are placed on you. All allowances on the salary according to the salary scale that are granted for other reasons do not count as fixed personal allowances.
Continuous shiftwork	A system of shiftwork in which work is performed uninterruptedly throughout the week.
Shift work	Working at different times according to an established duty schedule.

ABBREVIATIONS USED

AAOP	ABP Incapacity Pension
ABP	General Pension Fund for Public Employees
AOW	General Old Age Pensions Act
Disability Insurance	Invalidity insurance
ADV	Reduction in working hours
ATW	Working Hours Act
BW	The Dutch Civil Code [Burgerlijk Wetboek].
CLA	Collective Labour Agreement
IVA	Fully Disabled Persons Income Scheme
PAS	Partial participation in the labour force by senior citizens
UWV	Employee Insurance Agency
WAA	Working Hours (Adjustment) Act
WGA	Return to Work (Partially Disabled Persons) Regulations
WIA	Work and Income (Capacity for Work) Act
WOR	Works Council Act
WW	Unemployment Insurance Act
ZW	Sickness Benefits Act

1.2 CLA parties

This CLA has been concluded between the trade union CNV Publieke Diensten, which is part of CNV Connectief, and the employers' association WENB. The WENB's website lists its member companies.

1.3 Term

This CLA is valid for 14 months from 1 May 2022 to 30 June 2023.

1.4 Scope

- a. The scope of this CLA covers undertakings that:
produce electricity, gas and/or heat in the Netherlands that is delivered to customers through the public electricity, gas and/or heat transport network;
- b. purchase and sell electricity, gas and/or heat;
- c. install, manage and maintain public lighting;
- d. provide products and services relating to these activities.

1.5 Structure

1. This CLA applies to the employment contract between the employer and its employees. The employee is approached personally as a reader and therefore directly addressed as 'you'. No distinction is made between male, female or gender-neutral employees.
2. Employee: 'you', the person who has entered into an employment contract with the employer and to whom this CLA applies. This CLA does not apply to:
 - Management Board members and other officers (including business unit managers, staff managers and deputy managers);
 - interns and holiday workers;
 - those employed under social legislation or as part of an employment project subsidised by third parties;
 - trainees;
 - those employed temporarily as part of a work-education project.
3. Employer: any undertaking with its own legal entity whose primary activities come under the scope of this CLA and which is a member of the WENB. An undertaking's primary activities come under this scope if more than 50% of the number of agreed working hours of its employees are spent on these activities.
4. This CLA is a minimum CLA. This means that companies have room to develop company-specific schemes. If companies make arrangements with trade unions in addition to this CLA, those arrangements are documented in a company CLA.
5. As an exception to and to supplement the provisions of this CLA, an offshore scheme applicable to employees performing offshore work can be agreed at company level. The arrangements for this offshore scheme are made with the trade unions or the participation body of the company concerned.

1.6 Performance-based contract

1. The employer can enter into a performance-based contract with certain employees who come under the definition of employee as set out in Article 1.5, paragraph 2. A performance-based contract can contain arrangements that differ from this CLA and the company CLA.
2. A performance-based contract can be concluded with:
 - a. employees whose gross monthly salary according to the salary scale exceeds €5,012 (reference date: 1 May 2022),
 - b. employees whose salary according to the salary scale is lower than that mentioned under a. and who hold a commercial or specialist staff or other position. This must then have been agreed at company level with the trade unions.
3. At least the following articles apply to employees with performance-based contracts:
 - Chapter 1
 - Chapter 2
 - Article 6.1
 - Article 7.3
 - Article 8.3
 - Articles 9.1 and 9.2, 9.4 to 9.6
 - Articles 10.1 and 10.2.

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

1.7 Interim amendments based on legislative and/or regulatory amendments

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

1.8 Dispute on interpreting the CLA

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

2. WORK

2.1 Employment contract

2.1.1 Employment contract, general

1. The employment contract is concluded in writing. When you enter into the employment contract, your employer will ensure that the information that follows from Section 7:655 of the Dutch Civil Code is provided to you in the employment contract or in another manner.
2. Your employer will give you a copy of your employment contract. If amendments or additions come into effect later, these will also be made available.
3. Permanent employment is standard practice. A trial period can also be agreed.
4. If a trial period has been agreed with you, the statutory rules apply.

2.1.2 End of the employment contract

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

through notice

2. Notice of termination of the employment contract must be given in writing and the employment contract then ends on the last day of a month.
3. Although you and your employer can make other arrangements in this regard, the limits set in Section 7:672(6) of the Dutch Civil Code must be observed.

by operation of law

4. A fixed-term or extended fixed-term employment contract ends automatically when the agreed period ends.
5. Section 7:668a of the Dutch Civil Code applies to fixed-term employment contracts.
6. If you have worked for your employer for longer than six months under one or more temporary agency and/or secondment contracts immediately before the employment contract, these previous contracts count as one fixed-term employment contract of six months.
7. Either you or your employer can terminate the fixed-term employment contract early.

through pension or flexible retirement

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

2.1.3 Continuing to work after state pension age

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

2.1.A Flexible jobs

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

2.2 Place of work

You will perform your work where you are needed; your employment contract specifies your place of work. In some cases, your place of work is at home.

Your employer can require you to live in or near the neighbourhood of your place of work if this is needed for you to properly perform your duties. If this obligation to live in or near the neighbourhood of your place of employment is necessary for your work, it will be agreed in writing in your individual employment contract.

2.3 Other work

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

2.4 Independent working time

Your employer determines whether you are eligible for independent working time. If you are eligible, you will make relevant arrangements with your manager, taking into account the nature of your work and existing team arrangements.

2.5 Facilitating another workplace

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

2.6 Secondment

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

2.7 Rules of conduct

2.7.1 General

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

2.7.2 Confidentiality

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

2.7.3 Ancillary activities

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

2.7.4 Disciplinary measures

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

2.7.5 Suspension other than as a disciplinary measure

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

3. WORK AND TIME

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

- in Article 3.1.1 for employees who do not work on alternating schedules, in a customer service environment, shop or on shifts;
- in Article 3.7.1 for employees working on alternating schedules, in a customer service environment or shop;
- in Article 3.8.1 for employees working shifts.
- The other articles always specify the target group concerned.

Business operations, workload and standards under the Working Hours Act, among other factors, are considered when determined working hours and rest periods.

3.1 Length of the working week

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

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

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

Target group

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

3.1.2 Part-time

You can agree a shorter average working week with your manager. If you work on a part-time basis (fewer than 38 hours per week on average), you are entitled to employment conditions under the CLA in proportion to the length of your working week.

Target group

This rule applies to every employee.

3.2 Standard working hours

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

Target group

This rule applies to every employee, with the exception of those who work shifts.

3.3 Overtime

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

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

Target group

Overtime pay applies to employees whose gross salary according to the salary scale is lower than €2,725 and who perform work on the employer's instructions in excess of the agreed average length of the working week.

A higher salary according to the salary scale can be agreed as the limit for overtime pay in the company CLA.

3.3.2 If the overtime follows your normal working hours, the Working Hours Act might prescribe an extra rest break. This rest break is also considered overtime. This differs from the normal rest break (before lunch, for example), of which at least half an hour is at your expense.

3.3.3 Compensation for overtime

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

3.3.4 Paying overtime hours

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

3.3.5 Monetary allowance for overtime work

The overtime allowance is a percentage of your hourly wage:

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

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

3.3.6 Part-time employment and overtime

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

3.4 Working outside the standard working hours

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

Target group

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

The allowance is a percentage of your hourly wage.

Allowance for inconvenience	Mondays to Fridays	Saturdays	Sundays	Public holidays
07:00-21.00 hours	-	100%	100%	100%
21:00-07.00 hours	50%	100%	100%	100%

3.5 Shifted working hours

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

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

Target group

The compensation for shifted hours applies to employees whose salary according to the salary scale is lower than €2,725 and who perform work on the employer's instructions; Article 3.7.3. applies to employees in the customer service environment and shop.

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

3.6 Standby and breakdown service

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

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

Target group

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

3.6.2 Amount of the allowance

If you work standby and breakdown service, you will receive a gross allowance of €112 for a full week (weekdays 10%, Saturdays 20% and Sundays 30%).

If you are actually called to work during standby and breakdown service, this is considered overtime. A higher allowance for standby and breakdown service can be agreed in the company CLA.

3.6.3. End of standby and breakdown service

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

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

3.6.4 Compensation after permanently leaving the standby and breakdown service

- a. If the standby and breakdown service ends at the employer's initiative under Article 3.6.3, the standby and breakdown service allowance will be phased out as follows:
 - if you have worked on the standby and breakdown service for ten or more consecutive years, your allowance will be reduced by 25% a year;
 - if you have worked on the standby and breakdown service for fewer than ten consecutive years, your allowance will be reduced by 50% a year.
- b. The payment will be calculated based on the average monetary allowance earned over the two-year period preceding the termination date of the standby and breakdown service or over a shorter period if you worked on the standby and breakdown service for fewer than two years.
- c. The phasing-out amount referred to in this article is not considered salary.

A higher phasing-out arrangement for the standby and breakdown service can be agreed in the company CLA.

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

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

Target group

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

3.7.1 Length of the working week

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

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

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

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

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

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

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

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

Min-max employment contracts

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

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

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

Target group

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

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

Allowance for inconvenience	Mondays to Fridays	Saturdays	Sundays	Public holidays
07:00-08.00 hours	-	100%	100%	100%
08:00-17.00 hours	-	100%*	100%	100%
17:00-21.00 hours	-	100%	100%	100%
21:00-07.00 hours	50%	100%	100%	100%

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

3.8 Shiftwork

3.8.1 Shiftwork rules

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

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

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

3.8.2 Shiftwork allowance

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

As an example, Appendix 4 shows the calculation of the shift allowance for five-shift continuous shiftwork with a repeating schedule across the early, late and night shifts. For an average working week of 33.6 hours with five-shift continuous shiftwork, the allowance is set at 30%.

3.8.3 Substituting on standby shifts (no overtime)

If you are called to work a shift on a standby day, you will receive compensation for this standby day according to the shifted working hours scheme for the hours worked outside 7 am and 6 pm.

3.8.4 Transfer to another schedule

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

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

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

Compensation for temporary transfer to another schedule

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

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

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

The compensation in the form of time for shiftwork ceases to apply as long as the transfer to day shift or non-continuous shiftwork lasts.

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

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

3.8.5 Phasing-out arrangement after permanently leaving shiftwork

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

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

15	11	11	11	11	44
16	11	11	11	11	44
17 and longer	12	12	12	12	48

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

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

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

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

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

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

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

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

3.8.7 Special leave and night duty

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

3.8.A Pilot project on shiftwork flexibility

Modern scheduling techniques allow for flexible scheduling, allowing for more consideration to be given to employees' individual situations. This is important to employees in terms of their vitality and sustainable employability, so more account can be taken of their personal circumstances and preferences. The current CLA does not yet provide sufficient tools for setting up flexible schedules. During the term of this CLA, pilot projects will be held, in consultation with the trade unions, to experiment with making shiftwork flexible with the corresponding compensation based on inconvenience and hours worked. The CLA parties will discuss the results of these pilot projects as input for the next CLA.

3.9 Mobility and working hours

3.9.1 Travelling for work (business trip)

If you have to travel once for work, you may do this business trip during working hours.

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

Target group

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

3.9.2 Working from home

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

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

Target group

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

4. WORK AND LEAVE

4.1 Holiday leave

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

Target group

This rule applies to every employee.

Taking holiday leave

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

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

Illness during a holiday

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

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

Holidays during illness

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

Cancellation of holiday leave

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

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

4.2 Public holidays

These days are not considered working days:

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

5. WORK AND MONEY

5.1 Salary scheme

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

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

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

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

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

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

5.2 Salary scales

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

5.3 Training period

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

5.4 Salary increase

The salaries applicable on 30 April 2022 will formally increase by 4% on 1 May 2022.

The increase does not apply to employees who left their employment before 1 July 2022.

5.5 Year-end bonus

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

5.5.2 You will receive the year-end bonus in December or immediately after leaving your employment in the year for which the bonus is calculated.

5.6 Substitution allowance

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

5.6.2 If you work shifts and replace a higher-ranking employee on day shift, you will receive both the substitution allowance in accordance with Article 5.6.1 and an allowance in accordance with the compensation arrangement after permanently leaving shiftwork (Article 3.8.6). Your income will not fall below the salary you earned in your own position, i.e. including the full shiftwork allowance.

Target group

This rule applies to every employee assigned to shiftwork.

5.7 Relocation expenses

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

Relocation allowance

The costs for relocation to be reimbursed are:

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

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

Repayment

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

5.8 Pension benefits

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

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

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

6. WORK AND CHOICES

6.1 Benefit Budget

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

Purpose

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

You can choose to receive it daily, weekly, monthly or annually. If you do not choose, the Benefit Budget will be paid with your salary every month.

The Benefit Budget must obviously be applied within the limits of the law, this CLA and other applicable rules.

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

Accrual

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

	% in Benefit Budget ¹⁾
Holiday allowance ²⁾	8.00%
Benefit Budget Contribution ³⁾	1.80%
Leave in excess of the statutory entitlement ⁴⁾	
Leave in excess of the statutory entitlement basis	2.00%
Above the overtime limit	0.80%
Age-related leave	0.40% – 1.60%
Transitional arrangements for age-related leave	0.40% – 1.20%
Special-purpose leave basis	0.40%

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

2) The holiday allowance is calculated on the salary excluding holiday allowance (Article 4.9 CLA Energy 2010–2011).

3) The Benefit Budget contribution is calculated on the salary (Article 4.8 CLA Energy 2010–2011).

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

Benefit Budget as at 1 January 2019 for employees employed on 31 December 2018

	% in Benefit Budget ¹⁾
Holiday allowance ²⁾	8.00%
Benefit Budget Contribution ³⁾	1.80%
Leave in excess of the statutory entitlement ⁴⁾	
Leave in excess of the statutory entitlement basis	2.00%
Above the overtime limit	0.80%
Age-related leave	0.40% – 1.60%
Transitional arrangements for age-related leave	0.40% – 1.20%

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

2) The holiday allowance is calculated on the salary excluding holiday allowance (Article 4.9 CLA Energy 2010–2011).

3) The Benefit Budget contribution is calculated on the salary (Article 4.8 CLA Energy 2010–2011).

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

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

You will receive the monetary value of the aforementioned arrangements in your Benefit Budget each month. Because some of the original employment conditions of each employee could differ, the amount of each employee's Benefit Budget can also differ. If you have a performance-based contract, obviously only the value of the employment conditions that you had before will be made available in the Benefit Budget.

Target group

This rule applies until no later than 1 January 2029 for any employee employed on 31 December 2018 who comes under the transitional arrangement of Article 7.5.2c.

Benefit Budget as at 1 January 2019 for employees employed on or after 1 January 2019

	% in Benefit Budget ¹⁾
Holiday allowance ²⁾	8.00%
Benefit Budget Contribution ³⁾	1.80%
Leave in excess of the statutory entitlement ⁴⁾	
Leave in excess of the statutory entitlement basis	2.00%
Above the overtime limit	0.80%

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

2) The holiday allowance is calculated on the salary excluding holiday allowance (Article 4.9 CLA Energy 2010–2011).

3) The Benefit Budget contribution is calculated on the salary (Article 4.8 CLA Energy 2010–2011).

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

Target group

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

You will receive the monetary value of the aforementioned arrangements in your Benefit Budget each month. Because some of the original employment conditions of each employee could differ, the amount of each employee's Benefit Budget can also differ. If you have a performance-based contract, obviously only the value of the employment conditions you had previously will be made available in the Benefit Budget.

Products

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

- money
- additional leave hours
- tax-efficient payment of union dues
- earmarking in the Benefit Budget
- pension.

Exchange value

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

Leave

1. You can purchase up to 216 additional hours of leave per calendar year as a supplement to your statutory leave.
2. If your employer has chosen to include other types of leave (above the minimum) in the Benefit Budget, a larger number of leave hours to be purchased can apply to you.

3. If you purchase leave hours, the intention is for you to take them in the calendar year in which you purchased them.
4. The purchased leave is credited to your digital leave card. The same rules for taking purchased leave apply as for ordinary leave.
5. Once purchased, leave cannot be sold or sold back (for the purpose of the Benefit Budget).

Expense allowances

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

Earmarking

You can earmark all or part of your monthly Benefit Budget. The earmarked amount can be used later in the calendar year, for example, to purchase a more expensive employment condition or to have a one-off gross amount paid out.

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

However, if you have chosen to earmark budget for a lump-sum payment of 8% in May (formerly holiday pay), this earmarking will remain until the payment in May.

End of employment

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

National insurance schemes

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

Pension basis

Only the portion of the Benefit Budget that was previously pensionable is also pensionable upon payment. Because only the holiday allowance of the standard schemes included in the Benefit Budget was pensionable, the monetary value of the holiday allowance in the Benefit Budget is pensionable; the other sources are not.

6.1.A Study on the Benefit Budget

The CLA parties have noted that the Benefit Budget scheme is complicated to implement. The schemes differ at company level. The value of different types of leave is included in the budget. A working group comprising employer and employee representatives has been tasked with exploring whether the scheme can be made simpler to implement. This study will also consider the effect if the value of ADV were to be included as standard in the Benefit Budget.

6.2 Group health insurance

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

When you retire, you and your family members can continue to participate.

Your employer seeks non-selective access for its employees and their family members and non-selective continuation of the insurance on termination of employment.

Employer's contribution

If you participate in your employer's group insurance and have also taken out supplementary insurance in it, you will receive a gross annual employer's contribution of €360 (or gross monthly contribution of €30).

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

7. WORK AND SUSTAINABLE EMPLOYABILITY

7.1 Sustainable Employability

Our vision

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

Definition of sustainable employability

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

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

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

The CLA parties have made arrangements – at sector, company and employee level – on how employees feel ownership¹ and take responsibility for their own sustainable employability and vitality and how employers facilitate this. It is crucial that you realise you need to keep developing to be ready for changes both within and outside your company. Employees who are and remain fit for the labour market² are attractive to employers.

Roles and responsibilities

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

- **CLA parties:** from a common vision, they bring sustainable employability to the attention of employers, managers and employees in the sector. The CLA contains arrangements on tools that employees can use for their sustainable employability.
- **Works Council:** puts action on sustainable employability on the agenda within companies. It encourages employees to use all available facilities and resources.
- **Employers:** have an encouraging and facilitating role by actively offering their employees resources to provide insight into their sustainable employability and enhance their employability, vitality and work ability. They also ensure that managers are able to properly discuss sustainable employability and development with their employees. This topic will have a permanent place in the ongoing interview cycle. Lastly, they encourage employees to talk to their manager about their future, make a personal development plan and take advantage of opportunities to work on their sustainable employability.
- **Employees:** they actively use the facilities offered by the employer, talk to their manager about their sustainable employability, make a personal development plan and act on it by taking specific steps to strengthen their sustainable employability.

¹ **Ownership** means that you a) are aware of the qualities and potential you have already acquired; b) know where you want to go in your working and active life; and c) have a personal plan for the future with at least the next steps needed to move towards that future. This requires you to have competences so you can manage your own career.

² Being **fit for the labour market** means that if you need or want to change jobs, you can accept a job with at least the same level and corresponding employment conditions within a reasonable time.

- **Sustainable employability** is a distinctive part of HR policy. Several tools contribute to improving and maintaining the sustainable employability of employees. The CLA parties have agreed that the employers will continue and, where possible, expand their efforts in this area. They regularly discuss ongoing initiatives, the wide range of tools and good examples from the various companies in the sector (or beyond) with each other to learn, share experiences and explore what further steps can be taken in this regard. The aim is to create awareness among employees and managers that sustainable employability matters for everyone. Being employable is the new security for employees. Investing in your employability increases your labour-market value.
- **Strategic personnel planning** is a tool to identify possible future obstacles so that adjustments can be made in good time. With strategic personnel planning, you gain insight into the required positions and skills of the future. For example, this will help employees better understand what the energy transition means for their current position and their future labour market position. Because employees are included in the changes, they can prepare for them.

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

- **The PLb sector's Training and Development (O&O) fund** plays a vital role in strengthening sustainable employability by offering tools that allow employees to take charge of their careers. The extent to which employees experience ownership to work on their sustainable employability is answered using a baseline measurement. Based on the results of this baseline measurement, an action plan will be drawn up with the working group referred to below for a follow-up to the Talent Platform (part of the former PLb Sector Plan).
- A working group to be set up consisting of employer and employee representatives will be tasked with examining and making specific proposals on these topics:
 - What do we need to do to encourage employees to take even more control of their careers? How do employees experience ownership and how can we increase it?
 - How can we make employees more aware of the importance of working towards sustainable employability? List the actions needed to still encourage the part of the target group that has not yet been reached to use the Talent Platform (part of the former PLb Sector Plan), for example, or other available tools.
 - How can workers get moving and be encouraged to use tools and opportunities in the sector, supported by ambassadors? This applies especially to employees in positions expected to disappear over time.
 - One concern is staffing rates and staffing requirements. Identify whether there are obstacles here and, if so, what is needed to solve them.
 - What tools and products are needed for the next step and how do we finance them?
 - What good examples do we see and what can we learn or use from them?

7.2 Career policy

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

Target group

This rule applies to every employee.

7.3 Personal Development Budget (PDB)

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

- You can spend the PDB on any activities that aim to work on sustainable employability. For example, the PDB can also be used for an employability scan or other internal or external activities that contribute to this aim.
- You can also use the PDB to seek financial advice on how financially fit you are, using a preferred supplier that the employer has selected for this purpose.
- You can save the budget for up to three years.
- The spending options of the PDB cannot be limited at company level.

Target group

This rule applies to every employee.

7.4 Study costs

Your employer will pay in full for training courses that it is obliged to offer by law (Section 7:611a, paragraph 2 BW). In these cases, training time also counts as work time and, if possible, such training takes place during working hours.³

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

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

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

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

Your employer can reclaim the allowances paid to you if:

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

Your employer will not reclaim allowances paid to you for training courses required by law (Section 7:611a, paragraph 2 BW), if you are entitled to unemployment benefits after the end of your employment contract or if you retire.

7.5 Vitality scheme

The vitality scheme has the following three components:

1. vitality budget as at 1 January 2019;
2. vitality budget transitional arrangements for employees employed on 31 December 2018;
3. vitality pact.

7.5.1 Vitality budget as at 1 January 2019

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

The vitality budget must be used in the calendar year in which it is accrued. The vitality budget is not paid out and it expires if you leave your employment.

The vitality budget can be converted into money, with the monetary value of the budget added to the Personal Development Budget (PDB). The monetary value is determined by your hourly wage on the conversion date.

³ In accordance with the Transparent and Predictable Employment Conditions Act.

a. Employees employed on or after 1 January 2019

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

Target group

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

b. Employees employed on 31 December 2018

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

Target group

This rule applies to employees employed on 31 December 2018.

See Appendix 8 for the vitality budget transitional arrangements for employees employed on 31 December 2018.

7.5.3 Working less and retirement

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

7.6 O&O contribution

The O&O contribution in this CLA period amounts to:
0.1% in 2023, based on the 2022 wage bill.

8. WORK AND CARE

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

8.1 Parental leave

Paid Parental Leave Act

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

Your employer will apply for a benefit from the UWV for the paid statutory parental leave. The benefit is 70% of the maximum daily wage applicable to you.

Remaining parental leave

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

You do not accrue holiday leave while on parental leave.

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

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

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

8.2 Special leave

You are entitled to paid special leave for the events in the table below:

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

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

Doctor's visits

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

Your employer might have issued implementation guidelines for this purpose.

Care leave

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

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

You can take paid special leave to care for a sick child, partner or parent on condition that this care cannot be arranged in any other way. You will agree the duration and scope of the leave with your manager.

Special situations

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

8.3 Medical examinations

You will only have to undergo medical examinations at the start of your employment or when your position changes if

special requirements are set for you in terms of medical fitness.

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

The employer will pay the costs of the examination.

9. WORK AND SECURITY

9.1 Illness and occupational disability: statutory provisions

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

9.2 Illness

a. Salary in case of illness

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

b. Illness resulting from an occupational accident

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

c. Suitable work in case of illness

During the first two years of illness, your employer will try to get you suitable work. This can be your own work performed under different conditions but also other work. All work that is designed for your strengths and abilities is suitable work unless you cannot be required to accept it for physical, mental or social reasons.

If your employer's company has no suitable work for you, your employer will look for suitable work for you at another employer.

You must accept suitable work offered to you.

d. Reassignment within two years

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

e. Determining the period of illness

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

f. Salary adjustment

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

g. Expert opinion

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

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

Your employer pays for the expert opinion.

h. Second opinion

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

i. End of continued payment or supplementation

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

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

j. Obligations during illness

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

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

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

9.3 Occupational disability

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

a. Incapacity for work of less than 35%

If you are less than 35% incapacitated for work, you remain employed by your employer unless this is not possible because of a substantial business interest. If necessary, you will be reassigned to a suitable position. Your employment contract and salary will be adjusted to your actual earning capacity. You will receive a supplement of 70% of the difference between your old and new salary. Any unemployment benefit will be deducted from the supplement if there is a loss of hours.

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

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

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

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

b. Incapacity for work of 35%–80%

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

c. Incapacity for work of 80%–100%

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

d. Incapacity for work resulting from an occupational accident

If you are completely and permanently incapacitated for work because of an occupational accident, you are entitled to a supplement to your IVA benefit and any AAOP of up to 90% of your last salary. If you are partially incapacitated for work because of an occupational accident, you are entitled to one of the following supplements after the first two years of illness.

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

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

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

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

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

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

Reimbursement of expenses after an occupational accident

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

Your employer may set further rules for this purpose.

e. Obligations during incapacity for work

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

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

f. Overlap with other income

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

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

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

g. Termination because of incapacity for work

If your employer wishes to terminate your employment on the grounds of incapacity for work, it must follow the applicable procedure.

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

9.4 Unemployment

a. Supplement to the WW benefit beyond the specified period

1. The accrual and duration of WW benefits changed in the Act as from 1 January 2016. You will receive a supplement to your WW benefit beyond the specified period. The duration of the WW benefit and the supplement beyond the specified period equal the duration of the WW entitlements as these

applied on 31 December 2015. This means you remain entitled to the accrual of one month of WW for each year worked up to a maximum of 38 months.

2. You and your employer pay no contribution for the WW benefit beyond the specified period. A private solution has been chosen for the supplement beyond the specified period.

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

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

Duration of a supplement to the WW benefit

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

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

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

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

Amount of the supplement to the WW benefit

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

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

Expiry of the WW supplement

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

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

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

During both the statutory and extended WW period, you must also comply with instructions given by or on behalf of the employer. If you fail to do so, the employer can decide to terminate all or part of the WW benefit, the extended WW benefit or the supplement to them, permanently or otherwise. During the statutory WW period, the employer can do this only if the UWV refuses to impose a measure on the employee despite a request by or on behalf of the employer to do so.

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

- a. refuse a reasonable offer of suitable employment;
- b. do not cooperate adequately in finding suitable employment; or

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

- c. agree in writing with your employer that you will not lay claim to the supplement.

Supplement to a ZW benefit

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

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

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

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

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

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

9.5 Death benefits

If you die, your salary will be paid up to and including the month of your death.

As soon as possible after your death, a benefit of three times your last salary will be paid to the following person(s):

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

If you were not a breadwinner for these individuals, your employer can use the benefit to pay all or part of the costs of your last illness and your burial or cremation to the extent that they cannot be paid from your deceased estate.

If there is also an entitlement to a death benefit under the WIA or another scheme, the benefit payable by your employer will be reduced accordingly.

Death caused by an occupational accident

If you die because of an occupational accident that you did not cause intentionally, those entitled to a surviving dependants' pension from the ABP will be awarded a benefit of 18% of the surviving dependants' pension.

This benefit ends as soon as you would have become entitled to a state pension. If the benefit is paid to your spouse, it also ends in the month following the month in which they remarry.

9.6 Liability insurance

Your employer is obliged to have insurance against the risks of third-party liability. It must also insure the risk of third-party liability for any loss, damage or injury ('damage') you cause to others, including colleagues, while working.

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

9.7 Group invalidity insurance

As an employee, you can participate in a group insurance scheme that protects all or part of your income if you become fully or partially incapacitated for work ('IPAP insurance'). You have to pay the premium for this insurance yourself.

If you participate in this insurance, you will receive a contribution from your employer towards the premium of 0.25 percentage points of your pensionable salary.

9.8 Adjustment to your job level (demotion)

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

9.9 Retirement

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

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

10. WORK AND TRADE UNIONS

10.1 Contribution to trade unions

10.1.1 As from 1 January 2023, an employer will pay an annual contribution of €19 for each employee to the trade unions. The number of employees on 1 January of each year is decisive.

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

10.2 Leave for trade-union activities

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

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

10.3 Reorganisation

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

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

The redundancy plan agreed by the parties will be applied in that case. This redundancy plan governs the social consequences arising from restructuring at employers in the Production and Supply Companies sector that are members of the employer organisation WENB and self-insured for WW. The redundancy plan applies to restructuring for which a request for an opinion has been submitted to the Works Council in accordance with Section 25 (1)(c), (d), (e) or (f) WOR during the period 1 May 2022 to 31 August 2023.

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

APPENDIX 1 SECTOR SALARY TABLE
Salary table as at 1 May 2022

Job grade	Minimum	Maximum
1		
2	Youth WML (Minimum Wage and Minimum Holiday Allowance Act)	1,754
3	WML	1,991
4	WML	2,132
5	1,978	2,271
6	2,144	2,441
7	2,333	2,653
8	2,619	2,911
9	2,829	3,256
10	3,075	3,638
11	3,372	4,088
12	3,721	4,640
13	4,064	5,112

APPENDIX 2 JOB MATRICES

Class	Management	Staff	Technical aspects	Facilities	Administrative/ Economic	Information/Automation	Commercial market/customers
3				Facilities Assistant			
4			Assembly Worker/Assistant Mechanic	Warehouse Assistant Archives Clerk	Meter Reader		
5			Service Mechanic		Administrative Clerk Accounts Payable Clerk Customer Administration Clerk		Call Centre Agent
6		HR Assistant	Mechanic (E) Maintenance Mechanic (E or W)				
7			Station Technician Production Technician Maintenance Technician (E or W)	Management Assistant	Accounting Clerk	Help Desk Representative (ICT)	Customer Service Representative (Call centre)
8			Installations Supervisor/Planner (E) Measurement and Security Technician Public Lighting Engineer Chief Maintenance Technician (W or E)		Financial Administration Assistant (accountant)		
9		PR and Communication Officer	Network Designer (E)				

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

APPENDIX 3 JOB PROFILES

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

5	Administrative Clerk	Non-applicability	Supports the administrative process. Enters data in the system. Monitors the progress of requests for offers, etc. Keeps records: types out correspondence.	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL)
5	Accounts Payable Accounts Payable	Non-applicability	Keeps the accounts payable records (records, checks, makes journal entries and makes invoices payable). Records turnover tax for the purpose of turnover tax returns.	Senior secondary vocational education (MBO) level 3 with a Certificate in Bookkeeping
5	Customer Administration Clerk	Non-applicability	Processes daily transaction flow in various customer files. Performs invoicing work for energy supply and other receivables.	Senior secondary vocational education (MBO) level 2 basic vocational learning pathway (BBL) (administrative)
5	Call Centre Agent (customer process)	Non-applicability	Provides general information to customers about products and services, including delivery, termination, relocation. Handles outbound calls about service, after-sales etc. using a script. Performs administrative work.	Prevocational secondary education (VMBO) Senior secondary vocational education (MBO) level 3 or Call Centre Operator training at a regional training centre
6	HR Assistant	Non-applicability	Performs HR administration and correspondence for commencement of employment, appointment, changes and resignation/dismissal. Processes changes in personnel information system. Provides administrative support to the HR consultant. Provides information to employees on the application of company schemes.	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL) (secretary with HR administration as an optional subject)
6	Mechanic (E)	Non-applicability	Performs work in the MV/LV distribution network for construction, management and maintenance. Switches into the network. Sets up MV stations. Performs first-line breakdown service. Informs customers about supply interruptions. Instructs contractors' employees.	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL) (Chief Mechanic for MV installations) (Junior secondary technical school (LTS) and Electrotechnical Vocational Education Association (VEV))

6	Maintenance Mechanic (E or W)	Non-applicability	Performs maintenance to and troubleshoots mechanical systems and components of energy conversion plants in accordance with established standards of quality, safety and timeliness to maximise their availability.	Senior secondary vocational education (MBO) level 3 basic vocational learning pathway (BBL) (Chief Mechanic for MV installations) (Junior secondary technical school (LTS) and Electrotechnical Vocational Education Association (VEV))
7	Station Technician	Non-applicability	Performs switching operations in HV and LV installation. Performs quality checks, sets up and tests equipment. Performs maintenance and new construction work on primary, secondary and tertiary installations. Performs a breakdown service.	Senior secondary vocational education (MBO) level 4 basic vocational learning pathway (BBL) (MV installations technician)
7	Production Technician	Non-applicability	Contributes to uninterrupted electricity production by performing operation and control work (under the responsibility of a Senior Production Technician) in the control room and on site (boiler house, turbine hall and other installations) including performing first-line maintenance.	Senior secondary vocational education (MBO) for All-round Operations Technician (AOT) or Power Plant Engineer (Rewic)
7	Maintenance Technician (E or W)	Non-applicability	Prepares and performs maintenance. Performs complex and other troubleshooting on electrical measurement and control automation technology systems and components of energy conversion plants in accordance with established standards of quality, safety and timeliness to maximise their availability.	Senior secondary vocational education (MBO) level 4
7	Management Assistant	Non-applicability	Provides secretarial support to manager and management team (MT) members. Handles incoming post and monitors its processing. Keeps records. Arranges internal and external meetings and makes appointments.	Senior secondary vocational education (MBO) level 4 pre-vocational learning pathway (BOL) or senior general secondary education (HAVO)/preuniversity education (VWO) + Schoevers training institute

7	Accounting Clerk	Non-applicability	<p>Performs bookkeeping work. Assists in preparing reports. Monitors quality of the documenting process. Performs business administration work, such as settling work for third parties. Handles correspondence and liaises with third parties, including in relation to claims.</p>	<p>Senior secondary vocational education (MBO) or senior general secondary education (HAVO) + MBA Senior secondary vocational education (MBO) level 4</p>
7	Help Desk Representative (ICT)	Non-applicability	<p>Provides first-line support to PC end-users. Identifies problems and makes suggestions for improvement.</p>	<p>Senior secondary vocational education (MBO) level 4 pre-vocational learning pathway (BOL) (Computer Science)</p>
7	Customer Service Representative (Call centre)	Non-applicability	<p>Handles telephonic queries and complaints, following standard procedures whenever possible. Provides telephone information and advice on invoicing, bills, meter reading, payments and collections, products, tariffs, connections, energy savings and installations. Receives and analyses fault reports. Makes payment arrangements within the agreed frameworks. Conducts telephone surveys.</p>	<p>Senior secondary vocational education (MBO) level 4 pre-vocational learning pathway (BOL) (technical and administrative) or senior general secondary education (HAVO) Targeted training for call centre activities</p>
8	Installations Supervisor/Planner (E)	<p>Functional management of up to five employees</p> <p>Manages contractors</p>	<p>Works out network plans for completing electrical installations in detail and reserves materials. Oversees execution. Switches into the network. Performs calculations. Performs second-line breakdown service. Liaises with customers, contractors and installers. Pays attention to the continuity of the power supply.</p>	<p>Senior secondary vocational education (MBO) level 4 pre-vocational learning pathway (BOL) (senior secondary technical school – electrical engineering course (MTS-E)</p>
8	Measurement and Security Technician	Non-applicability	<p>Manages security systems in 10 KV stations. Installs and manages metering set-ups. Analyses voltage complaints.</p>	<p>Senior secondary vocational education (MBO) level 4 pre-vocational learning pathway (BOL)(electronics)</p>

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

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

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

13	Business Planner	Non-applicability	Prepares policy proposals for long-term business planning. Formulates proposals for improvements to main and other processes within the undertaking to increase efficiency. Anticipates market developments by conducting market analyses and high-level studies.	University bachelor degree education (WO)
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APPENDIX 4 CALCULATING THE SHIFT ALLOWANCE

Shift allowance calculation

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

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

The adjustment for the difference between the number of hours to be worked and the normal length of the working week will be

determined by the difference of the annual working time of the schedule and the annualised length of the working week of an average of 38 hours per week in full-time employment, with the compensation in time of one hour corresponding to 1 hourly value point.

The adjustment for working outside standard working hours is determined based on the hourly values from the inconvenience matrix set out in Article 3.8.2 under c.

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

Sample calculation of shift allowance: five-shift continuous shiftwork

- | | |
|---|--------------------|
| 1. Determining the value of inconvenience based on the inconvenience matrix | |
| - from Monday to Friday 13 hours x 0.5 points per day = 6.5 x 5 days = | 32.5 points |
| - plus 24 hours x 1.0 point on Saturday = | 24.0 points |
| - plus 24 hours x 1.0 point on Sunday = | <u>24.0 points</u> |
| Total per week | 80.5 points |

Per year over 52 weeks: $52 \times 80.5 \text{ points} = 4,186 \text{ points}$. Plus 105 additional points for scheduled public holidays = 4,291 points for the total inconvenience value.

After multiplying the inconvenience value by the adjustment factor for continuous shiftwork of 0.9574, the adjusted inconvenience value of this schedule is 4,108.2 points.

The inconvenience value of each shift is 821.6 points ($4,108.2 \div 5$).

3. Adjusted length of the working week of the duty schedule compared to the normal length of the working week

The adjusted length of the working week is the difference between a standard working week of 38 hours and the actual working hours per week according to the duty schedule.

On a 52-week basis, the adjusted length of the working week for the five-shift continuous shift is: $52 \times (38 - 33.6) = 52 \times 4.4 \text{ hours} = 228.8 \text{ hours}$.

Shift allowance calculation

The shift allowance is calculated by subtracting the adjusted length of the working week from the adjusted inconvenience value of each shift and then dividing the result by the number of standard hours to be worked per year:

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

For a working time of 33.6 hours in five-shift continuous shiftwork, this results in an allowance of $(592.8 \div 1,976) = 30\%$.



APPENDIX 5 BENEFIT BUDGET SOURCES

Benefit Budget Sources

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

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

Article 4.8 (CLA Energy 2010–2011)

Contribution under the life-course savings scheme

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

The employer's contribution is not pensionable.

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

Article 4.9 (CLA Energy 2010–2011)

Holiday allowance

1. Employees are entitled to a holiday allowance for each period of entitlement to their salary.
2. The holiday allowance per calendar month is 8% of the employee's salary in that month (excluding holiday allowance), on the understanding that for employees aged 21 or older in the applicable month, at least an amount equal to 8% of:
€2,421 (salary level 1-05-2021)
€2,518 (salary level 1-05-2022)
will be paid, which amount will be reduced proportionally for part-time work.
3. The year for which the holiday allowance is calculated runs from 1 June to 31 May. The holiday allowance is paid annually in May.
4. If the employment contract is terminated during the year, the holiday allowance will be paid at that time for the period between the end of the last period for which the holiday allowance was paid and the resignation/dismissal date.

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

Article 9.1 (CLA Energy 2010–2011)

Length of holiday leave in excess of the statutory minimum

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

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

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

Article 9.2 (CLA Energy 2010–2011)

Increase in holiday leave

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

Age Additional leave hours

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

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

Note: the transitional arrangements for age-related leave are set out in Appendix 6 to this CLA.

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

Article 11.1 (CLA Energy 2010–2011)

Entitlements to special-purpose leave

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

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

APPENDIX 6 TRANSITIONAL AND WARRANTY ARRANGEMENTS

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

New shiftwork system warranty

Production

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

Distribution

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

Transitional short-time working arrangement for older employees and PAS arrangement

1. Employees who were employed on 31 March 2007 and aged 55 or older on 1 April 2007 can benefit, or continue to benefit, from the PAS arrangement and/or from the short-time working arrangement for older employees. However, they can only opt for the new arrangement once. A working hours and leave plan will also be drawn up with these employees.
2. Employees who were employed on 31 March 2007 and aged 53 or 54 on 1 April 2007 can benefit from the transitional arrangement from the age of 57, which will continue to apply for the rest of their years of service for each phase-out level:
53 years: 170 hours per year
54 years: 210 hours per year

This transitional arrangement replaces the special-purpose leave to be granted under Chapter 11 of the CLA Energy 2010–2011.

Short-time working for older employees

This article applies until 1 April 2007.

1. a. As from the day they turn 57, each employee is entitled to short-time working in accordance with the following provisions.
b. Arrangements can be made on a company-by-company basis for employees assigned to continuous shiftwork regarding how the short-time working as set out in paragraph 2 will be granted.
2. The short-time working referred to in paragraph 1.a. will involve a reduction in the daily full working hours by one hour for employees aged 57 to 62 and by one and a half hours for employees aged 63 and older.
Instead of the reduction of daily working hours referred to above, working hours can be reduced by two days per month and two days per quarter for employees aged 57 to 62 and by three days per month and three days per quarter for employees aged 63 and above at an employee's request if the department allows it. For part-time employees, this application will be made subject to the provisions of Article 5.6 of the CLA Energy 2010–2011.
3. During the period when short-time working occurs on medical grounds, the entitlement to short-time working as referred to in paragraph 2 ceases to apply.
4. If an employee to whom the provisions of paragraph 2 apply does not exercise their right, it expires until the day on which they inform the employer in writing that they wish to exercise their right in future.
5. An entitlement to short-time working may not be replaced by a cash payment.

PAS arrangement

This article applies until 1 April 2007.

Employees aged 55 and older are offered the option of using an arrangement for the partial participation in the labour force by senior citizens (PAS) on a voluntary basis.

The arrangement involves the following:

1. Employees aged 55 and 56 can work a half day a week less while retaining 97.5% of their salary in exchange for surrendering 13 ADV days and 1/10th of their holiday leave* as referred to in Article 9.1 of the CLA Energy 2010–2011.
2. Employees aged 57 and 58 can work one day a week less while retaining 95% of their salary in exchange for surrendering 13 ADV days, 1/5th of their holiday leave* as referred to in Article 9.1 of this CLA and working a half hour less (short-time working arrangement for older employees).
3. Employees aged 59 and older can work two days a week less while retaining 90% of their salary in exchange for surrendering 13 ADV days and 2/5th of their holiday leave* as referred to in Article 9.1 of this CLA and working an hour less (short-time working arrangement for older employees).

Any remaining half hour of reduced work per day under paragraphs 2 and 3 will be converted into 16 leave days per year. Paragraphs 3, 4 and 5 of the short-time working arrangement for older employees continue to apply to these 16 days.

** Article 9.1 of the CLA Energy 2010–2011 specified the statutory holiday leave and the leave in excess of the statutory minimum before the introduction of the Benefit Budget. Following the introduction of the Benefit Budget, the part in excess of the statutory minimum was included in the Benefit Budget and the relevant text of Article 9.1 was moved to the 'Benefit Budget Sources' schedule (current Appendix 7). Besides the stated portion of the statutory holiday leave, the employee must apply a portion from the Benefit Budget corresponding to the old leave in excess of the statutory minimum when using the PAS arrangement.*

The following implementation guidelines apply to the PAS arrangement:

- 'salary' in the PAS arrangement means the salary referred to in Article 4.4, paragraph 2 of the CLA Energy 2010–2011 with the exception of the provisions of b, c and d. The reduction in salary affects the holiday allowance as referred to in Article 4.9 of the CLA Energy 2010-2011;
- expense allowances that have a direct relationship with the number of working days are adjusted proportionally;
- the reduction in salary does not affect official income.
- pension and early retirement contributions are calculated (and paid) on the official income based on the full salary (100%). The recovery of these contributions is calculated on the official income based on the reduced salary.

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

Distribution

Employees employed on 31 March 2001 and who turned 50 in 2001 are entitled to an increase in the basic leave by 40 hours and will continue to be entitled to an increase in basic leave by 48 hours under the older arrangement when they turn 55.

Employees employed on 31 March 2001 and who turned 55 in 2001 remain entitled to an increase in the basic age-related leave by 48 hours.

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

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

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

Production

1. Employees to whom the CLA Production Sector applied on 31 December 2007 and who turned 50 in 2007 are entitled to an increase in statutory leave by 40 hours of leave in excess of the statutory minimum and will continue to be entitled to an increase in statutory leave by 48 hours of leave in excess of the statutory minimum, according to the old arrangement, when they turn 55.

2. Employees to whom the CLA Production Sector applied on 31 December 2007 and who turned 55 in 2007 remain entitled to an increase in statutory age-related leave by 48 hours

of leave in excess of the statutory minimum.

3. Employees to whom the CLA Production Sector applied on 31 December 2007 and who did not turn 50 or older in 2007 remain entitled to an increase in statutory age-related leave by the number of days (hours) of leave in excess of the statutory minimum to which they were entitled on 31 December 2007:

- aged 30–34 in 2007: 1 day (8 hours);
- aged 35–39 in 2007: 2 days (16 hours);
- aged 40–44 in 2007: 3 days (24 hours);
- aged 45–49 in 2007: 4 days (32 hours).

4. There is no further accrual under the old arrangement. The leave entitlement will be increased under the new arrangement only if the employee becomes entitled to more leave hours under Article 9.2 of the CLA Energy 2010-2011 than they were entitled to in 2007.

5. For the aforementioned categories of employees, this transitional arrangement replaces Article 9.2 of the CLA Energy 2010–2011.

APPENDIX 7 ARRANGEMENTS THAT EXPIRED AS OF 1 JANUARY 2019

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

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

3.7 Special-purpose leave

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

age 55–56:	24 days per year
age 57–58:	48 days per year
59 and older:	96 days per year

As this leave is intended for recovery, you must take it within the calendar year.

It therefore is also not paid out and it ceases to apply if you leave your employment.

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

3.8 Working hours and leave plan

If you are 55 or older, you will draw up a working hours and leave plan with your manager every year. This is an individual annual schedule that includes your periods of service and absence during the year.

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

3.9 Part-time older employees

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

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

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

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

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

Anniversary bonus and prorated anniversary bonus

4.9 Anniversary bonus

1. You will receive an anniversary bonus if you reach 10, 20, 30, 40 and 50 years of service. The bonus is a percentage of your salary. It amounts to:
 - 10 years 25%
 - 20 years 100%
 - 30 years 150%
 - 40 years 200%
 - 50 years 200%
2. If you work or have worked part-time and this has lasted less than five years, the bonus is calculated on your full salary.
3. If you are or have been partially incapacitated for work, this will not adversely affect the amount of your anniversary bonus.

4.10 Prorated anniversary bonus

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

The termination of your employment must:

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

The prorated anniversary bonus does not apply to a 50th anniversary.

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

The period of service is rounded up in whole months.

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

Example:

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

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

APPENDIX 8 VITALITY BUDGET TRANSITIONAL ARRANGEMENTS

Vitality budget transitional arrangements for employees employed on 31 December 2018

a. Transitional arrangement because the anniversary bonus expired as of 1 January 2019

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

Target group

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

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

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

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

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

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

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

Target group

This rule applies to every employee employed on 31 December 2018 and who was 55 years of age or older on 1 January 2019.

II. You are eligible for **extra days** in your vitality budget based on the special-purpose leave scheme under the CLA PLb 2015–2018 (Article 3.7, see Appendix 7 to this CLA) if on 1 January 2019:

- you are aged 53 or 54: your vitality budget will be increased by three days to a total of five days per year as from 1 January 2021 and 1 January 2020 respectively
- you are aged 55 or 56: your vitality budget will be increased by three days to a total of seven days per year as from 1 January 2021 and 1 January 2020 respectively
- you are aged 57 or 58: your vitality budget will be increased by six days to a total of 13 days per year as from 1 January 2021 and 1 January 2020 respectively

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

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

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

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

The frozen transitional arrangements for age-related leave

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

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

Target group

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

Age-related leave arrangement

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

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

Target group

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

APPENDIX 9 DISPENSATION FROM THE ABP PENSION SCHEME

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

An alternative to the mandatory ABP pension scheme

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

The CLA PLb parties can decide to grant dispensation if:

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

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

The undersigned

Employers' Association **WENB**

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

STATE

They have entered into the attached collective labour agreement CLA Plb for the term 1 May 2022 to 30 June 2023.

Agreed in Arnhem on 5 July 2022

Employers' Association WENB

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

.....
T. de Wolff
PLb Sector Chair

.....
A. Reijgersberg