Metal and Engineering
Collective Labour
Agreement Part A

Foreword

Introduction

You are now reading the revised version of the Metal and Engineering Collective Labour Agreement for 2019 - 2021. This is the revised version of Part A of the collective labour agreement: Articles 1 to 76a (inclusive). The foreword, the B Parts and the annexes have not been revised.

In this text, we use 'you' and 'we' from time to time. We do this to make the text more readable. We say 'you' to talk to you, the reader, directly.

> For example: ‘Would you like to know more about establishing a works council?’

By 'we', we mean ourselves, the parties to the collective labour agreement, the authors of this collective labour agreement.

How did we tackle the revision?

We have made the original text of the collective labour agreement readable for as many readers as possible. This required the use of simpler, easy-to-read, language: shorter sentences, active sentences, more everyday and concrete words. At the same time, we have stayed as close as possible to the original text: the content of the text had to remain the same.

Useful information

1. The layout has largely remained unchanged. Where changes have been made, we have included notes in the margin. The changes are of three kinds:
   - The order of the paragraphs in an article has sometimes changed.
   - We have sometimes added paragraphs to articles. Or moved content to other paragraphs.
   - In a few cases, we have changed the order of articles: 12, 13, 13a and 14.

2. A small number of articles have not been rewritten. It emerged that it was not possible to make an adequate assessment for these articles about whether the content of the revision matched the original text. In these cases, the title of the article is followed by the words: Not rewritten. The articles in question are:

   1, 4a, 4b, 4c, 9, 44, 67a, 75 and 76a.

1. SCOPE

The present collective labour agreement sets out the rules that must be observed as a minimum in employment contracts between:

a. the employer as referred to in Article 4b who is a member of one of the contracting employers' organisations (listed at the end of the text);
b. the employee as referred to in Article 2 who is employed by an employer as referred to under a.

The employer as referred to in Article 4b who is not affiliated to one of the contracting employers' organisations and the employee employed by that employer as referred to in Article 2 must in any event comply with the provisions declared generally binding when an employment contract is concluded between them.

2. SOCIAL POLICY IN THE COMPANY

The employers' and employees' organisations covered by this collective labour agreement note that distinctions can be made in a company, depending on the duties and position, between the company management on the one hand, which is responsible for determining and implementing company policy, and the people working in the company on the other hand who have their own material and immaterial interests in that respect.

Many of the matters relating to the employment relationship reflecting the above distinction are regulated in this collective labour agreement. Nevertheless, the employers' and employees' organisations are of the opinion that the proper implementation of the collective labour agreement is determined by proper consultation between the company management and the employees. They therefore consider the establishment of a works council or an employee representation structure (for companies with less than 50 employees) to be highly important. That is because both the employee and union representatives see the works council and the employee representation structure as a forum for consultation, advice, information and communications in the company and consider it to be the task of these bodies to contribute to the proper functioning of the company and to represent the interests of all those working at the company.

In this context, the parties to the collective labour agreement deem it desirable for the company management to enter into annual discussions about the general state of affairs at the company, both in the economic and social areas, in the bodies referred to above.

In addition, the employee representatives recognise the independent role of the union representatives with respect to the material and immaterial interests of their members working at the company. This view is reflected in the provisions of the collective labour agreement relating to the involvement of the employee representatives and the union representatives as advisors, including in consultations between management and staff. However, even in cases in which the collective labour agreement does not explicitly provide for this, the employee representatives consider it to be useful if the union representatives are involved as advisors in company consultations in those cases in which decisions taken by the company relate to major changes in the working conditions or salary arrangements. For this purpose, steps should be taken to ensure good communications between the management of the company and the union representation so that the works council or employee representation structure can do their work - as described above - and establish the requisite structures. If the union representatives wish to involve staff members of the employer in consultations with the company management, the relevant consent will be required from the employer.

3. UNION OFFICIALS

The parties are of the opinion that, if the union decides to appoint an employee as a trade union official for the purposes of maintaining contacts for and on behalf of the union with its members working for the company, the union must inform the company management accordingly.

Prior agreement must be reached with the company management about the nature and scope of the activities to be performed by the said employee in that context.

The parties believe that it is a principle of good policy, with due regard to the above, for an employee designated as a trade union official not to be dismissed by the employer or hindered in his opportunities or openings in the company due to the simple fact that he holds such a position.

It is advisable for an employee who believes that he has been the victim of a breach of this principle to get in touch with his employees' organisation first. The issue can then be raised with the company management in open discussion.

It is also advisable, in the event of a proposed individual dismissal of a trade union official, for the employer to inform the relevant employees' organisation first.

With respect to a trade union official appointed with due regard to the above, the parties believe that the protection against dismissal afforded to members of the works council by the Works Councils Act should be applied mutatis mutandis.

4. EMPLOYMENT OF VULNERABLE GROUPS

The parties to this collective labour agreement ask the employers to pay particular attention to the creation of redeployment/employment opportunities for vulnerable groups in the labour market and for disabled employees.

In addition, the intention is that preventive measures should be in place in the company to prevent employees losing their jobs due to incapacity for work.

Further information relating to reintegration and/or prevention can be obtained from the employers' and employees' organisations who are parties to this collective labour agreement.

5. FOREIGN EMPLOYEES

The parties wish to draw attention to the fact that the provisions of Dutch labour law in general and of this collective labour agreement in particular are fully applicable to foreign employees. Any derogation from these provisions - insofar as that is permitted - must be recorded in writing.

6. APPRENTICES

It is customary and advisable to retain BBL apprentices at the company and in the sector after they have obtained their diploma by offering them an employment contract.

7. ENVIRONMENT

The employers' and employees' organisations who are parties to the collective labour agreement ask employers and employees to pay particular attention to structuring the work in such a way as to minimise the burden on the environment.

8. LEAVE UNDER THE LABOUR AND CARE ACT

The parties to the collective labour agreement recommend the integration of the various forms of leave in the context of the Labour and Care Act in the existing working hours and shift rosters as flexibly as possible, taking into account the personal circumstances of the employee and the possibilities for derogation offered by that Act.

9. GENDER EQUALITY

The parties to the collective labour agreement wish to point out that no distinction can or should be made between men and women doing the same job.

10. CORPORATE SOCIAL RESPONSIBILITY

The parties to this collective labour agreement ask the employers to pay particular attention to Corporate Social Responsibility (CSR). CSR is an approach to business with the aim of establishing a balance between people, society, the environment and added value. The parties to the collective labour agreement endorse the idea that a risk analysis of business activities, and the development and adoption of a code of conduct on that basis is a precondition for the proper implementation of CSR. The approach to implementation can vary according to the company.

Chapter 1 General agreements

Article 1. What do we mean by 'employer'?

In this collective labour agreement, we use the word 'employer' to mean:

A natural person residing in the Netherlands, or a legal person domiciled in the Netherlands, or a partnership, a general partnership or a limited partnership consisting of two or more natural persons and/or legal persons, and also a branch office in the Kingdom of Netherlands in Europe of a natural person residing outside the Netherlands and/or a legal person domiciled outside the Netherlands (whether or not constituted under or governed by foreign law), for which there is an obligation to register in the Trade Register pursuant to the 2007 Trade Register Act (Dutch Bulletin of Acts and Decrees 2007, 153).

Article 2. When is someone an employee?

1. A person is an employee if he is paid a salary in the service of an employer.

2. This agreement will not apply to the following persons:
   a. Directors and deputy directors.
   b. Persons who mainly do work with a job level higher than job group 11 (salary group J).
   c. Persons who are on the company's payroll but who do not do any work for the company.
   d. Persons in an electrical network construction company who are hired for earthwork on a job basis and/or for a limited period for the purposes of that job or a series of jobs with a maximum of three months. N.B. This collective labour agreement does apply to earthworkers with a permanent contract.

3. Please note:
   a. If an employee has a job that involves irregular working hours, the following articles in this collective labour agreement do not apply to him:
      17, 18, 18a, 21, 33, 33a, 33b, 34, 35, 42, 43, 44 and 45.
   b. Article 10 states that the employer will classify the position of the employee. Does an employee do work that cannot be classified in accordance with Article 10? In that case, the following articles of this collective labour agreement do not apply to him:
      31(1), 33, 33a, 33b, 34, 35, 41, 42, 43 and 44.

4. Is there a dispute about the meaning of this article? It can be submitted to the *Vakraad*. If there is a business council, it may first submit its opinion to the *Vakraad*. The *Vakraad* will then take a decision on the matter.

Article 2a. Part-time work

1. Does an employee want to work part-time? Then he asks his employer. The employer must adopt a positive attitude to any such request. He will look seriously at whether the employee can start working part-time in the near future or whether this is only possible at a later time. Does the employer not think it is possible? In that case, he must provide the employee with an explanation of the reasons. He may decide not to allow part-time work only if he has discussed the reasons with the employee.

   Note: This agreement does not entitle the employee to work part-time.

2. Working part-time means that an employee works less than an average of 38 hours a week calculated over a maximum of one year. Do employees have an agreement to work part-time? In that case, the agreements in this collective labour agreement apply to them in proportion to their part-time employment contract.

Article 2b. Temporary staff

1. Does someone work as a temporary employee for an employer who is subject to this collective labour agreement? In that case, the following agreements apply to these temporary employees:
   - The agreements about a 38-hour working week as set out in Article 18.1.
   - The allowances and payments associated with the 38-hour working week, as we describe them in Chapters 5, 6 and 7.
   - Agreements about the following matters:
     - Salary scales, Articles 33a, 33b, 33c and 33d.
     - Holiday days, Article 50.
     - Extra holiday days for older employees, Article 51.
     - Holiday pay, Article 59.
     - Minimum holiday pay, Article 60.

   Please note:

   - The agreements in the following articles do not apply: 39 and 41a.
   - Does the company have its own established salary scales and/or own allowances instead of the salary scales or allowances as described in Chapters 5, 6 and 7? In that case, the company's own salary scales and/or allowances apply to the temporary employees.

Does an employer employ temporary staff? In that case, he must ensure that the temporary employment agency complies with the agreements that apply in accordance with this article. He must also request a statement from the temporary employment agency stating that the temporary employment agency complies with the laws that apply to temporary work. Does the temporary employment agency have a NEN certificate? In that case, a statement of this kind is not required.

2. Employers in the Metal and Engineering sector work only with temporary employment agencies that have a registered quality label from the Labour Standards Foundation (SNA), except if the

temporary employment agency is not covered by the exceptions in Article 4c.

Note:
More information on remuneration for temporary staff can be found on the following websites:
- www.abu.nl
- www.sncu.nl
- www.rijksoverheid.nl/ministeries/ministerie-van-sociale-zaken-en-werkgelegenheid

Article 3. What do we mean by Metal and Engineering?

In this collective labour agreement, the term 'Metal and Engineering' refers to the industries described in the following collective labour agreements:

- the bodywork industry,
- the gold and silver industry,
- the insulation industry,
- the metalworking industry or
- the technical installation industry.

The description of the industry can be found in Article 77 of each of these collective labour agreements.

Article 4a. Who is an employer in the Metal and Engineering sector?

In this collective labour agreement, the term "employer in the Metal and Engineering sector" means an employer at whom the number of agreed working hours of the active employees involved in the activities done in the industries referred to in Article 3 (in the Metal and Engineering sector) exceeds the number of agreed working hours of the active employees involved in the activities done in any other separate industry (outside the Metal and Engineering sector), with the economic function of each of the activities not being taken into consideration in the comparison above.

Article 4b. To which industry does an employer in the Metal and Engineering sector belong?

In this collective labour agreement, the term "employer in the industry" means an employer at whom the number of agreed working hours of the active employees involved in the activities referred to in Article 77 exceeds the number of agreed working hours of the active employees involved in the activities done in any other separate industry in the Metal and Engineering sector.

In the event of the number of agreed working hours of the active employees involved in the activities done in any separate industry in the Metal and Engineering sector being equal to the number of agreed working hours of the active employees involved in the activities done in any other separate industry in the Metal and Engineering sector, the amount of salary paid to the employees concerned in the month of January will be decisive.

Article 4c. Which employers are not covered by this collective labour agreement?

This collective labour agreement will not apply to an employer who meets the following cumulative requirements:

a. The business activities of the employer consist exclusively of supplying workers as referred to in Section 7:690 of the Dutch Civil Code; and
b. The number of agreed working hours for the employees employed by this employer who are involved in the activities done in the branches of industry referred to in Article 3 is less than 75% of the total number of agreed working hours of the active employees, which means that at least 25% of the number of working hours of the active employees relate to activities done in any branch of industry other than those referred to in Article 3; and
c. The employer supplies employees to third parties amounting to 15% or more of the total annual wages subject to premium payments on the basis of temporary agency agreements with an agency clause as referred to in Section 7: 691(2) of the Dutch Civil Code, as recently defined in Annex 1 to Article 5.2 of the Regulation of the Minister of Social Affairs and Employment and the State Secretary for Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, implementing the Social Insurance (Funding) Act, published in Government Gazette number 242 of 13 December 2005. The employer meets this criterion if and insofar as the implementing body (the Dutch Tax Authorities), which is responsible for categorising companies in sectors for social insurance purposes, determines that this is the case; and
d. The employer is not part of a group that is bound directly or on the basis of a generally binding declaration by the collective labour agreement of one of the industries referred to in Article 3; and
e. The employer is not a jointly agreed labour pool; and
f. On 1 December 1999, the employer was not covered by the generally binding provisions of the collective labour agreement relating to the Early Retirement Scheme for the Metal and Engineering Industries.

For the application of parts a. and b., the employees or the number of working hours of employees whose position is entirely at the service of the business activity of "supplying" such as administration and mediation will not be taken into account.

Article 4d. Employees with a foreign employment contract

In accordance with the Terms of employment for seconded employees in the European Union Act (WagwEU), the core provisions of this collective labour agreement described in Annex 6 also apply to the seconded employee who temporarily performs work in the Netherlands and whose employment contract is governed by a law other than Dutch law. In this context, a 'seconded employee ' means any employee who works in the Netherlands for a given period when that is not the country where that employee usually works.
Annex 6 is a part of this collective labour agreement.

Note: The text of Article 2a(1) of the AVV Act (governing the universal applicability or inapplicability of collective labour agreements) can be found in Annex 11 O.

Article 5. Employee representation body

1. Does an employer have 50 employees or more? In that case, a works council will be set up in accordance with the Works Councils Act.

2. Does an employer have 10 employees or more, but less than 50? And is there no works council in the company? The employer may then decide to set up an employee representation structure. Have more than half of the employees asked for an employee representation structure? In that case, the employer will establish a body for that purpose.
   Does this company not have an employee representation structure either? In that case, the employer will arrange for a an employee meeting insofar as the Works Councils Act applies to the company. Article 35b of the Works Councils Act sets out the rules that apply in this situation.

3. Does an employer have fewer than 10 employees? And is there no works council in the company? The employer may then decide to set up an employee representation structure.

Note:
Would you like to know more about setting up a works council, an employee representation structure or staff meeting? Please contact Bedrijfscommissie Markt I. P.O. Box 90405, 2509 LK The Hague. Telephone +31 70 3499 561.

Article 5a. Employee delegation

Does an employer have fewer than 10 employees? And is there no works council or employee representation structure? If so, the employer may consult with a number of employees who are employed by the employer. This is known as the 'employee delegation'.

Article 5b. If employees are union officials

An employee who is a union official receives information through the union. He may spread this information in the company where he works. The employer may not take action to the detriment of the employee for that reason.

Note:
See also item 3 of the foreword.

Article 6. Business Council

The industry as referred to in Article 77 can establish its own business council. The business council will draw up regulations for the following matters:

- Who are the members of the business council?
- What is the task of the business council?

- How does the business council work?

The regulations of the business council require approval from the *Vakraad*. You can contact the business council at: P.O. Box 93235, 2509 AE The Hague.

Article 7. Vakraad

By *Vakraad* we mean the Stichting Vakraad Metaal en Techniek (the Metal and Engineering Sector Council Foundation).

Note:

1. The parties to the collective labour agreement established the *Vakraad* to work on good social relations in the Metal and Engineering sector. One of the ways in which the *Vakraad* does this is by entering into collective labour agreements.
2. Do you wish to get in touch with the *Vakraad*? You can write to Postbus 93235 - 2509 AE Den Haag. And you can call +31 70 3160325.
3. Do you want to use texts from this collective labour agreement for a particular purpose or publish them somewhere? In that case, you must first obtain permission from the parties to the collective labour agreement and the *Vakraad*. Unless there is a law in your situation that makes consent unnecessary. Are you making copies of parts of this collective labour agreement and is that allowed under Article 16b[1] of Article 17 of the Copyright Act? In that case, you must by law pay a fee to the Stichting Vakraad Metaal en Techniek.

Article 7a. If there is a difference of opinion about the interpretation of the collective labour agreement

Is there a dispute about the significance of the provisions in this collective labour agreement? In that case, the parties to the collective labour agreement may ask the Committee for the Interpretation of the collective labour agreement for a recommendation. The committee appraises the difference of opinion and sends its recommendations to the *Vakraad*.

Note:

The address of the Committee is P.O. Box 93235, 2509 AE The Hague.

Article 8. Safety at work

1. The employer takes the action needed to ensure safety in the company. In doing so, he complies with the statutory requirements.

2. The employee is not required to engage in any work that does not comply with the statutory rules relating to safety.

3. The employer will ensure that the employee is provided with the protective equipment he needs to work safely.
   The employee is obliged to do the following:

- He takes steps to safeguard his own safety and that of others.
- He abides by the rules drawn up by the employer.
- He uses the protective equipment needed to work safely.

[1] We refer here to Article 16b of the 1912 Dutch Copyright Act in conjunction with the Decree of 20 June 1974 published in the Bulletin of Acts and Decrees 351, as amended by the Decree of 23 August 1985 published in the Bulletin of Acts and Decrees 471.

- He applies the prescribed safety arrangements.

Note:
More agreements and explanations about safety can be found in Annex 1 and Annex 11a.

Article 9. Mergers, closures and reorganisations

1. The provisions of the following paragraphs of this article apply to companies where at least twenty persons are employed as a rule.
2. An employer engaged in merger negotiations or who is planning to close the company in whole or in part, or to extensively reorganise the workforce, or who has other plans which will have a significant negative impact on employment, will inform the employee representatives and union representatives accordingly. The employer will endeavour to avoid collective redundancies as much as possible.
3. The notification referred to in paragraph 2 of this article must be given as soon as it can be expected that the possible merger, closure or reorganisation may go ahead.
4. At the same time as the aforementioned notification, the employer will also state the reasons that have led him to take this decision and of the consequences (social or otherwise) that he anticipates, if and insofar as those consequences can already be foreseen at that time.
5. In collaboration with the employee and union representatives, the employer will, as soon as this becomes necessary, address the following: the time at which the representative body or the employee delegation will be informed for the purposes of submitting recommendations; the time and manner in which the entire workforce will be informed; the question of whether, and to what extent, provisions can be made so that, as far as possible, the possible adverse effects on employees will be prevented, eliminated or reduced.
6. The employee and union representatives will observe confidentiality with respect to the announcements and notification referred to in paragraphs 2 and 4 of this article until the workforce has been informed, or at least until the employee representation body or the employee delegation have been informed.

Notes:
1. The parties recommend that companies not covered by the provisions of paragraph 1 follow the provisions of paragraphs 2 to 6 if possible with regard to mergers, closures and reorganisations.
2. The areas that need to be addressed in the context of the provisions referred to in paragraph 5 are listed in Annex 2 of this collective labour agreement.
3. The following should also be taken into account:
   - the Works Councils Act
   - the Merger Code of Conduct
   - the Collective Redundancy (Notification) Act.

Chapter 2 Start and termination of the employment contract

Article 10. How do we classify the jobs?

1 The employer classifies an employee's job. The employer notifies the employee about the job classification.

2 The employer uses the most recent job classification manual for the metal and engineering sector for this purpose. We call this the FC-Manual. That manual is a part of this collective labour agreement.

Note:
You can order the FC-Manual from the *Vakraad*.

3. Does a job include different jobs from the FC-Manual? In that case, the employer states in the employment contract which different jobs this composite job comprises.

4. Does an employee disagree with how the employer has classified their job? The employee and employer may then ask the *Vakraad* to classify the job. The classification made by the *Vakraad* is binding.

Note:
Annex 3 to this collective labour agreement explains how this works.

5. Article 27 of the Works Councils Act applies to the implementation of the FC-Manual.

Note:
Article 10.5 implies that: Matters not covered by the collective labour agreement are subject to consultation with the employee representative body. You can find this legal article in Annex 11b.

Article 11. How does the employer confirm the employee's employment?

1. The employer provides the employee with written confirmation of his appointment. That confirmation contains at least a number of basic agreements. Annex 11c lists those basic agreements.

2. When the employer pays a salary, he sends the employee a payslip. If there are no changes from the previous payment, he is not obliged to send a payslip. However, he is allowed to do so. The law states exactly what the payslip should state (Section 7:626 of the Dutch Civil Code).

Note:
1. A specimen appointment letter can be found in Annex 4A.
2. The text of Section 7:626 of the Dutch Civil Code can be found in Annex 11L.

Article 12. When does a permanent employment contract end?

1. A standard employment contract is a permanent one 'for an indefinite period'.

2. The law lists the ways in which the employment contract can be terminated. In addition, an employment contract ends by operation of law (in other words, automatically) on the first day on which the employee qualifies for a state pension.

3. Will the employee receive a pension from the Metal and Engineering Pension Fund? In that case, he must inform his employer accordingly himself at least three months before he retires.

Note:
See Annex 5 for dismissal law.

Article 13. When does a temporary employment contract end?

1. Contrary to the provisions of Article 12.1, an employment contract can only be temporary if this has been agreed in writing. This 'fixed term' employment contract may be for a specified period or for a specified task.

2. Can the employer expect the specified task of the employee to be completed within six months? In that case, the employer must inform the employee accordingly at least one week before the expected end of that task.
   Can the employee expect that this specified task of the employee will take six months or more? In that case, the employer must inform the employee at least one month before the expected end of that task. And he should then let him know the expected termination date.

3. Has an employee had a temporary employment contract a maximum of three times? And have these temporary jobs lasted a total of no more than 24 months? In that case, the last temporary employment contract ends by operation of law (in other words, automatically). As of 1 January 2020, the following applies:
   36 months instead of 24 months.

4. Has an employee had a temporary employment contract for three months or less? And did he have this employment contract immediately after an employment contract of 24 months or more with the same employer? In that case, the employment contract ends by operation of law (in other words, automatically). As of 1 January 2020, 36 months will apply instead of 24 months.

5. In derogation from Section 7:668a(2) of the Dutch Civil Code, the following applies:
   Periods during which the employee has worked for the employer as a temporary employee before joining the employer count as a single temporary employment contract but only if the interruptions in that period were due to the temporary employee's incapacity for work.

In addition, for the temporary employment agency, the reason for terminating the employment contract was incapacity for work.
The employment contract between the employee and the employer is therefore the second temporary employment contract for the employee. And so it does not automatically become a permanent contract. N.B. With respect to this derogation, the entire period spent working for the employer via the temporary employment agency and directly for the employer may not exceed two years. From 1 January 2020 onwards, this period will be 36 months instead of two years.

6. Does the employee have a temporary employment contract with the employer, primarily or solely for the purposes of the employee's education? In that case, the provisions of Section 7:668a(9) of the Dutch Civil Code apply. Paragraph 9 states that the rest of Section 7:668a of the Dutch Civil Code does not apply.

Note:
1. Part 3 of this article covers extended employment contracts. Section 7:668a of the Dutch Civil Code can be found in Annex 11n. More can be found there about a maximum of three temporary employment contracts in succession.
2. Is an employment contract temporary and does it last six months or longer? In that case, the employer must notify the employee accordingly before the end of the temporary employment contract, stating whether the employment contract will be extended or not. He must do so at least one month before the end of the temporary employment contract. That is required by law.
3. More about dismissal law can be found in Annex 5.

Article 14. How long is the probationary period?

1. For permanent employment contracts and for temporary employment contracts longer than six months, the standard probationary period is two months. Do the employer and employee agree to waive or shorten the probationary period? In that case, they must record that agreement in writing.

2. During the probationary period, both the employer and the employee may terminate the employment contract by the end of the working day.

Note:
More about dismissal law can be found in Annex 5.

Article 15. What happens when the employee receives a pension or reaches the state pension age?

1. Does the employee receive a pension from the Metal and Engineering Pension Fund? Or has he reached the state pension age? In that case, an employer can offer him a temporary contract or a permanent contract.

2. Has an employee who has reached the state pension age or retired been given a temporary

employment contract? In that case, this temporary employment contract ends by operation of law (in other words, automatically). This will also be the case if this employee has had two or more temporary employment contracts in succession with a short intervening period.

3. Has the employee who has reached the state pension age or retired been given a permanent employment contract? Or will a temporary employment contract be tacitly extended beyond the agreed period? In that case, the employer can end the employment contract by giving notice.

4. These employees are subject to the rules set out in this collective labour agreement unless the employer and employee agree otherwise in writing.

Note:
1. The parties to the collective labour agreement advise entering into temporary employment contracts for periods of 3 to 12 months.
2. Does the employer wish to terminate the employment contract by giving notice? In that case, the entire period during which the employee has worked for the employer will be taken into account when determining the notice period. The rules set out in Article 16.1 of this collective labour agreement and in Section 7:672 of the Dutch Civil Code apply here. More on this can be found in Annex 5 on dismissal law.
3. Article 33 lists the salaries for employees who have not reached the state pension age. The employer must state the remuneration for employees over the state pension age in a letter. Does an employee continue to do the same job? In that case, his net income should not be less than the net income he received previously.
4. Different rules may apply to employees above the state pension age than to employees who have not yet reached that age. These rules relate to social security or pensions.
5. For more information about dismissal, see: www.overheid.nl.

Article 15a. Can employees reduce their working hours and retire partially at an earlier age?

1. An employee who has not yet reached the state pension age can retire partially. Partial retirement means that the employee works less and receives part of his pension from the Metal and Engineering Pension Fund. The following conditions apply to partial retirement:
   a. Six months before the employee wants partial retirement to begin, he must submit a request to that effect to the employer.
   b. The partial retirement must be at least 4 hours a week on average. This is usually half a day a week. The partial retirement may not be more than half the working time that applied prior to the partial retirement.

2. The employer will grant permission unless he feels that he cannot do this due to 'compelling business or service interests'.

3. Does the employee disagree with the employer's decision? In that case, the employee and the employer can ask the *Vakraad* for an opinion.

Note:
The relevant rules can be found in Annex 3B.

4. Is the employee taking partial retirement? In that case, the employer will change the employment contract to a part-time contract. Agreements made in this collective labour agreement will then apply on a pro rata basis, as stated in Article 2a(2).

Article 16. Termination

1. The employee and the employer can terminate the employment contract. The periods of notice that apply in that case can be found in the relevant legislation: Section 7:672 of the Dutch Civil Code.

2. Notice of termination will be given, with due observance of the notice period, by the end of the month in the case of a monthly salary and by the end of the four-week period in the case of a four-week salary.

Note:
These rules can be found in Section 7:672 of the Dutch Civil Code. You will find the rules for notice periods in Annex 11M of this collective labour agreement:

- Section. 7:672 of the Dutch Civil Code.
- Article 16c of the older collective labour agreement text.
- Article XXI of the Flex Act.

Chapter 3 Working hours

Article 17. At what times does the employee work?

1. The employee works on the basis of a duty roster. The duty roster shows the employee's working days and times. We call this time the daily working time.

2. a. The daily working time may be in the period we call the 'normal working day'. That is from 6.00 p.m. to 18.00 p.m.
   b. The employer can move the normal working day once a year:
      i. He can move it by one hour: from 7.00 p.m. to 19.00 p.m.
      ii. He can move it up to 2 hours at most: from 8 a.m. at the latest to 8 p.m. at the latest. In this case, the company's employee representation body must agree to this change. Does the company not have a representation body? In that case, the company's staff must agree to this change.

   A change remains valid for a whole year. By a year, we mean 365 successive days. In the case of a leap year, we mean 366 successive days.
   c. Is the employee's daily working time outside the normal working day in whole or in part? In that case, the allowance rules in Article 42a of this collective labour agreement apply.

   Note:
   Does the employee work shifts as described in Article 20? In that case, the allowance rules set out in Article 45 apply instead of those set out in Article 42a. Annex 4C contains a diagram with examples of the allowances.

3. ADV time is the time when the employee does not work under arrangements for reduced working hours. All information relating to reduced working hours can be found in Article 18a.

4. The employee's duty roster shows his daily working hours and his reduced working hours. But has the employee agreed with the employer that the employee will work flexible hours? In that case, reduced working hours will not be stated on the employee's duty roster. By 'flexible working hours', we mean the flexible working hours as described in Article 18a(2)(b) of this collective labour agreement.

5. Does the employee work hours outside his duty roster? These may be rescheduled hours or overtime:
   a. Rescheduled hours: These are the following three types of hours:
      i. Hours worked by the employee at times not shown on his duty roster. However, they only count as rescheduled hours if the employee does not work more hours in total than are specified on his duty roster during a consecutive period of thirteen weeks. A week is 7 successive days.
      If the employee submits a request to that effect, the employer will provide a regular overview of his rescheduled hours and the times he has worked. Does the employee work fewer hours than stated on his duty roster? In that case, the employee will also see this on the overview.

ii. Hours worked by the employee outside the duty roster to make up for hours not worked or not to be worked. It must be clear in advance that the purpose of these hours is to catch up. And it must be done in consultation with the employee representation body. Or if there is no such body, in consultation with the employee delegation.

iii. Hours worked by the employee because he cannot work at the times on his duty roster. The fact that the employee cannot work at the times on his duty roster is due to circumstances at the company of the employer's client. These hours are also rescheduled hours but only if the employee does not work more hours than he would have done according to his duty roster.

b. Overtime: these are all other hours when the employee works outside the duty roster, except if these are rescheduled hours.

Note:
- Article 43 states what the employer pays the employee for rescheduled hours.
- Article 42 states what the employer pays the employee for overtime.

Article 18. How many hours does the employee work a week?

1. The normal number of working hours is an average of 38 a week. This is an average calculated over a maximum of one year. If the employee works less than that average of 38 hours a week on the basis of an existing arrangement, the agreed number of hours applies. The hours worked by the employee are subject to the rules in Article 17 of this collective labour agreement.*

2. To calculate the average number of hours an employee works a week, the following hours count as hours worked:
   i. The hours worked by the employee according to his duty roster.
   ii. The hours that the employee should have worked according to his duty roster on holiday days.
   iii. The hours that the employee should have worked according to his duty roster on New Year's Day, Easter Monday, Ascension Thursday, Whit Monday, Christmas Day and Boxing Day and public holidays (King's Day, 27 April).
   iv. The hours that the employee should have worked according to his duty roster on short leave days. Article 61 provides a definition of short leave days.
   v. The hours that the employee should have worked according to his duty roster if he is incapacitated for work.

3. The employer draws up the employee's duty roster. He will always inform the employee about his duty roster for a period of at least three weeks.

After doing so, he may only change the duty roster if this change consists of a change in the approach to shorter working hours. And the employer must consult the employee representation body for this purpose and, if there is no such body, the employee delegation.

Note:
For example, the employee must therefore be informed about his duty roster for the first three weeks of January by 31 December.

4. The employer may draw up a duty roster that states that the employee must work a maximum of 9.5 hours a day and four days a week. This can only be done in consultation with the trade unions. The days on which the employee must work a maximum of 9.5 hours may not be on Saturdays and Sundays. The employer must also comply with the level of employment conditions in force at the time the employer introduces this duty roster.

5. The employer draws up the duty roster. If the employee submits a request to that effect, the employer will do so after consulting the person concerned. Insofar as he can reasonably be expected to do so, the employer will take the personal circumstances of the employee into account when doing so. In the event of a difference of opinion between the employer and the employee regarding the consideration of interests during the drawing up of the duty roster as referred to here, it is possible to ask the *Vakraad* for advice.

Note:
Annex 3A explains how the employer and employee can request advice from the *Vakraad*.

6. As a rule, the employee does not work on Saturdays.

Note:
Does the employee nevertheless need to work regularly on Saturdays? In that case, the employer must consult the employee representation body, if there is one. And otherwise the employee delegation.

7. Is it necessary for the employee to work regularly on Saturdays? In that case, he does not have to work on one other day a week. Or he does not have to work two other half days a week.

8. If an employee has to work on a Saturday occasionally, he may take a whole day or two half days off, at his own expense, in the same or following week, if he so wishes.

* From 1 October 1984 to 31 December 1984, the collective labour agreement included this agreement: From 1 October 1984 onwards, employees work 5% fewer hours than before. The company's operating time does not have to change as a result.

Article 18a. Reduction of working hours (ADV)

1. The employer and the employee representation body consult with one another to determine the arrangements for the reduction of working hours. Changes to the resulting decision will also be determined in consultation. Does the company not have a representation body? In that case, the arrangements for the reduction of working hours will be determined after consultation with the employee delegation. The types of arrangements for the reduction of working hours are set out in paragraph 2 of this article.
   The trade union has submitted a list of companies to the Federation of Employers' Organisations in Engineering. Is the employer's company on that list? In that case, changes in the arrangements for the reduction of working hours can also be made in consultation with the trade union.
   Will the employee be working part-time? The employment contract will then state whether the employee will receive a reduction in working hours as time or in money.

   Note:
   Employees who work part-time receive a salary determined on a pro rata basis. This is also stated in Articles 2a and 32. Let us suppose that an employee works 24 hours a week. Then the employer can choose:
   - The employer pays the employee 24/38 of the salary that the employee should receive in accordance with the table in Article 33 of this collective labour agreement. In that case, the employee receives his reduction in working hours in money.
   - The employer pays the employee 24/40 of the salary which the employee should receive in accordance with the table in Article 33. The employee receives a reduction in working hours in proportion to the number of hours in his employment contract. During those hours, the employee does not have to work.

2. It is possible to choose between the following arrangements for a reduction in working hours:
   a. ADV blocks:
      - eight consecutive hours under the relevant arrangements every four weeks.
      - four consecutive hours under the relevant arrangements every two weeks.
      - two consecutive hours under the relevant arrangements every week.
   b. Flexible working hours. The employee then works a minimum of 34 hours and a maximum of 45 hours a week. The employee may work a minimum of 0 hours and a maximum of 9 hours a day.
   c. ADV days. Only employers with employees working on construction sites can opt for these arrangements. The employer will include these days in the duty roster on days when the construction site is closed under arrangements for reduced working hours. These can also be part days. Half days, for example. Is the employee still entitled to days off under arrangements for reduced working hours? Or part days? In that case, the employer must consult the employee representation body about when the employee will receive the remaining days to which he is entitled. Does the company not have a representation body? In that case, the employer consults an employee delegation.
      Does the employer wish to enter the days off under the arrangements for reduced working hours in the duty roster on days other than those on which the employee is unable to work on the construction site? In that case, he will consult the employee representation body or the employee delegation.
   d. Free choice. Does the employer not opt for one of the different types of arrangements for

reduced working hours referred to in paragraphs 2a, 2b or 2c? In that case, the employer may grant the employee time off for reduced working hours in a different way. He does this in consultation with the employee representation body or the employee delegation. Or with the trade union if the company in question is on the list of companies of the Federation of Employers' Organisations in Engineering. (We referred to this list in paragraph 1 of this article.) The employer will inform the *Vakraad* of the type of arrangement chosen by the company.

The employer may not grant time off under the arrangements for reduced working hours on Sundays and public holidays. The public holidays to which we refer here are listed in Article 19(1) of this collective labour agreement.

Article 18b. The employee has had too much or too little time off under the arrangements for reduced working hours.

1. Does the employee work during that time off? In that case, the employee and employer must agree on alternative time off. This agreed time off must be taken in the next calendar quarter at the latest. For example, did the employee work during time off under the arrangements for reduced working hours in May? In that case, he must still receive that time off before the end of September.

2. Does the employee stop working for the employer and is he still entitled to time off? Or has he taken too much time off? This will be netted as time or in money. Is this done in money? In that case, the value of the entitlement is determined in line with the salary, as referred to in Article 31(1) of this collective labour agreement. Any shift allowance will be deemed to count as salary.

3. Has the employee been incapacitated for work during hours off under the arrangements for reduced working hours? In that case, the employer does not have to compensate for those hours.

Article 19. Working on Sunday and public holidays

1. As a rule, the employee does not work on Sundays. Or on the following holidays:
   - New Year's Day
   - Easter Monday
   - Ascension Thursday
   - Whit Monday
   - Christmas Day
   - Boxing Day
   - National holiday (King's Day, 27 April)

   Have the parties to the collective labour agreement stated that 5 May in a given year is a national holiday on which the employees do not have to work? In that case, the parties to the collective labour agreement will consider 5 May of that year to be a collective holiday day. This requires the employee to take his 25th holiday day. However, this is only necessary if the employee's duty roster indicates that he should actually have been working on that day.

   Note:

- Does the employee work on Sundays and/or holidays? Then the employer pays the employee an allowance. Would you like to know more about this? Please read Article 42.
- A derogation from the rules applicable to the national holiday requires approval from the *Vakraad*. This approval is automatic for employees working in another country where 1 May is a holiday and 27 April is not.
  Article 7 of this collective labour agreement explains what the *Vakraad* is.

2. Does the employee have conscientious objections to working on the days we list below? He can advise the employer accordingly. The employer cannot then require him to work on:
   - Sundays
   - Generally recognised Christian holidays
   - Roman Catholic holidays celebrated as Sundays in certain localities
   - Good Friday

Article 20. Working in shifts

1. By shifts, we mean the situation that meets all three of the following requirements:
   - There is no interval between the working hours of two or more employees or groups of employees. Sometimes the employees or groups of employees work at the same time for a while because the first employee has to transfer the work to the next employee.
   - The total time worked by different employees or groups consecutively must be more than 13 hours.
   - The employee changes shifts regularly over a longer period of time.

   Note:
   1. By 'regular' we mean, for example: several consecutive days each week.
   2. The employer pays employees who work shifts an allowance. Would you like to know more about this? Please read Article 45.

2. Before the employer can introduce shift work, he must consult the employees' organisations or the employee representation body. Does the company not have a representation body? In that case, the employer must consult the employee delegation. Companies with a mandatory works council must comply with the rules in Article 27 of the Works Councils Act.

   Note:
   Would you like to know what Article 27 of the Works Councils Act says? You can find the text in Annex 11B.

3. Does the employer designate employees to work shifts? In that case, they are obliged to do so, subject to the following exceptions:
   a. Employees who are 55 years or older.
   b. If the employee's health precludes shift work, the employer may ask for a medical certificate.

4. The employer will preferably schedule hours covered by the arrangements for reduced working hours at the beginning or the end of a period of work in a shift roster.

Article 21. Overtime

1. The employee cannot be obliged to work longer than his duty roster. However, in the following cases, the employer may require him to do so.
   a. In a period of four weeks, the employer may allow the employee to work a maximum of 10 hours longer than the hours specified in his duty roster. But only in situations where this is permitted under the Working Hours Act. And the employer is expected to take the personal circumstances of the employee into account.
   b. Is the employee aged 55 or over? In that case, the employer may require the employee to work a maximum of five hours more during a four-week period than stated in his duty roster. But this is only permitted if the Working Hours Act states that the employee may work.
   c. In emergencies.

   Note:
   1. We recommend limiting overtime as much as possible.
   2. By 'emergencies' we mean, for example, situations in which the employer, the client or other parties would incur unreasonable levels of damage if the order is not completed on time. Or if the employer may be required to pay a penalty by the client if the order is not completed on time. Does the employer require the employee to work more hours than stated on his duty roster because he wants to avoid a penalty? Then he must act as a good employer.

2. In the following cases, the employer can never oblige the employee to work more hours than specified in his duty roster.
   - If the employee is under 18 years of age.
   - If the health of the employee prevents him from working more hours than stated on his duty roster. Does the employer think the employee is healthy enough? Then he may ask the employee for a medical certificate.

3. Does the employer instruct one or more departments in the company to work overtime? If so, he will inform the employee representation body accordingly.

   Note:
   You can find Article 27 of the Works Councils Act in Annex 11B of this collective labour agreement.

4. Has the employee worked overtime? He will then be given at least 11 hours of rest time before starting work again in the following cases:
   - If the employee has started working overtime before 12 a.m. and has already worked the hours on his duty roster earlier that day. Or if the employee has started working overtime at midnight or after midnight and has already worked the hours on his duty roster the previous day.
   - If the employee has started working overtime before midnight and that day is a Sunday or national holiday. Or if the employee has started working overtime at midnight or after midnight and the day before was a Sunday or national holiday.

   Is some of the rest time covered by the time that the employee is required to work under his duty roster? In that case, the employer continues to pay the salary for that time.
   In a period of seven consecutive days, the employer may limit the employee's rest time once

to eight hours.
The rules in this paragraph do not apply if the employee works on standby.

5. In the interests of furthering employment, the employer should keep regular overtime for employees to a minimum.

Article 21a. Working on standby

1. The employer will not introduce standby shifts until he has made the relevant arrangements in consultation with the employee representation body or the employee delegation. These arrangements should include agreements about the following topics:
   - The allowance the employee will receive for working on standby.
   - The allowance for travelling and telephone expenses.

2. The working and rest times specified in the Working Hours Act apply to standby work.

Note:
The employer pays for standby work as specified in Article 42(6) of this collective labour agreement.

3. Has the employer introduced standby work but not yet made any agreements about the allowances referred to in paragraph 1 of this article? If so, he must do so before 1 January 2002. The employer must make these agreements in consultation with the employee representation body or the employee delegation.

4. Has the employer made agreements about working standby shifts before 1 March 2001 in consultation with the employee representation body, an employee delegation or the trade union? In that case, those agreements continue to apply and paragraph 1 of this article will not apply. The agreements must relate to the matters referred to in paragraph 1 of this article. If the employer wishes to alter the agreements, paragraph 1 of this article will apply.

Note:
Does the employee work in standby shifts and, as a result, work more hours than stated on his duty roster? Then the following rules in this collective labour agreement apply: Articles 21(1)(b) and 21(2), first bullet point.

Chapter 4 What are the employee's obligations?

Article 22. Which obligations does the employee always have?

1. The employee will comply strictly with working times. He starts the work he has been assigned at the agreed time.

2. The employee does the work he is required to do for the company as best he can. Is he given a job order that includes a mistake? He will inform the employer immediately. Is there anything the employee can think of that the employer should know? He will also inform the employer immediately.

3. It may happen at a given time that there is no work to be done in the company for which the employee has been employed. The employee will then be told to do other work instead of the work for which he has been employed. The employee must do this work.

4. Does the employer ask the employee to keep records of the work he does? In that case, the employee must make and submit these records. The employer determines when the employee must submit the records.

Article 23. Keeping information confidential

Does the employee have information about the company that he knows he must keep confidential? Or that he may be expected to understand is confidential? Then he must keep this information confidential.

Note:
If the employee violates this rule, that may constitute a criminal offence.

Article 24. Company resources

1. The employee will receive the resources he needs to do his job from the employer. For example, machines, computer files, tools, materials, vehicles or money. We call these 'company resources'.
   The employer makes a list of these company resources that should be signed by the employee.

2. The employee will treat the company resources he works with in a sensible way. He will use them only for their intended purpose. And he will take care of them like a good employee should.

3. Is there something wrong with any of the company resources that the employee uses? For example, is something not working, or is it broken or has it been lost? In that case, the employee will inform the employer immediately. In doing so, the employee will inform the employer about everything he can reasonably be expected to know is important for the employer.

Note:
The employer will ensure that the company resources in his company are in good condition.

Article 25. When must the employee pay for damage?

1. Has the employee caused damage for which he is liable in accordance with Section 7:661 of the Dutch Civil Code? Then he will pay for the damage in instalments. An instalment will be a maximum of 1/5 of his monthly or four-week salary per salary period. This is the salary as referred to in Article 31(1).

2. Does the employer wish to exercise his right to a payment for damage from the employee? In that case, he must inform the employee in writing that he will be claiming payment. This must be done no later than one month after the employee's liability for the loss or damage has been determined.

Note:
1 Is the employment contract going to be terminated and has the employee not yet paid the damage? In that case, the payment is due with immediate effect. This means that the employer may require the employee to pay the entire sum. For the definition of business resources, see Article 24.
2 The text of Section 7:661 of the Dutch Civil Code can be found in Annex 11D.

Article 26. May an employee work for someone other than the employer?

1. An employee may not work for anyone other than his employer, nor on behalf of anyone other than his employer, unless he has received written permission to that effect from his employer. In this article, we refer solely to work that may compete with the industry referred to in Article 77.

2. The employee is also not allowed to do any work when the employer has informed him that this is contrary to the interests of the company. The employer must inform the employee to that effect in writing, stating the reasons.

Article 27.

Expired.

Article 28.

Expired.

Article 29. If the employee returns from military service

Is the employee due to leave military service? Then he must report to the employer, if possible a month in advance. The employer can then determine when the employee can return to work.

Chapter 4-a Exchanges (Buying/Selling)

Article 30. Exchanges

1. Employees can exchange working conditions. These are the possibilities:
   a. Hours under the arrangements for reduced working hours and/or holiday hours for money, if that is allowed by law. They can also exchange the hours for options provided by fiscal rules.
   b. Exchanges of the allowances contained in this collective labour agreement and other sources of funding for money (lump sum payment). Or for buying time off, as described in paragraph 4 of this article.

2. As of 1 January 2017, the employer has the right to purchase eight holiday hours from the employee. This will usually be one holiday day. Does an employee have more than 192 holiday hours (usually 24 holiday days)? In that case, the employer is entitled to buy this holiday on a structural basis.
   Does an employee work part-time? In other words, less than an average of 38 hours a week? In that case, the employer may purchase holiday hours from this employee on a pro rata basis. This is also stated in Article 2a(2) of this collective labour agreement.

3. Employees with a full-time employment contract can purchase a maximum of 64 hours of time off in a calendar year. By this we mean a full-time employment contract as described in Article 18(1) of this collective labour agreement.
   Does an employee work part-time? In other words, less than an average of 38 hours a week? In that case, this employee may purchase time off on a pro rata basis. This is also stated in Article 2a(2) of this collective labour agreement.

4. The employee and the employer consult one another about exchanges. Unless the employee wishes to purchase time off (see paragraph 3). This is a decision for the employee himself. In both cases, we call this an exchange agreement.

5. If the employee and employer wish to arrive at an exchange agreement, they must do so before 1 January of the year in which the exchange agreement will apply. And they must inform one another about this exchange arrangement before 1 January. The exchange agreement remains valid for the entire calendar year. The employee and employer can make new exchange agreements every year.

6. To exchange time for money or money for time, it is necessary to determine the value of an hour. The value of an hour is 0.607% of the employee's monthly salary. Here, we refer to the monthly salary as described in Article 31 of this collective labour agreement.
   Does the employee have a four-week salary? In that case, the value of an hour is 0.658% of the four-week salary.

Note:
Two specimen calculations:
1. An employee with a full-time employment contract wants to buy eight hours of time off. He has a monthly salary of

€3,000.

So the price for eight hours off is 8 x 0.607% x €3,000 = €145.68

2. An employee with a full-time employment contract wants to exchange a holiday day of eight hours for money. He has a monthly salary of €3,000.

   The employee therefore receives 8 x 0.607% x €3,000 = €145.68 for the eight-hour holiday day.

7. The employee can choose:

   a. If he buys time off, he can have the associated cost deducted from the allowances he receives. For example, the overtime allowance, shift allowance, holiday pay or the daily window allowance. This is only possible if these allowances are not included in the salary in accordance with Article 31.
   Does the employee not have enough allowance to pay for the hours off? In that case, the cost is deducted from the salary during the period in which he takes the time off.
   Does the employee sell holiday hours to the employer? Payment is then made in the period(s) in which the employee works on those days. The employee may also opt to use the money for this time for opportunities afforded by tax regulations.

   b. Does the employee have to pay anything for the exchange other than time off? In that case, he will pay in equal instalments. Throughout the calendar year, an equal amount of his salary will be deducted from every monthly salary or every four-week salary.
   Does the employee receive money for the exchange? In that case, payment will be made during the calendar year in equal instalments at the time of the payment of the monthly salary or the four-week salary.

   c. The employer and employee can also agree to other arrangements about how they net the amounts.

8.1 The exchange must take place in the calendar year for which the employer and employee have made the agreement.

8.2 What happens if an employee is incapacitated for work at the end of a calendar quarter and, as a result, an exchange does not take place as agreed, or only partially? In that case, the employer and employee will settle at the end of the quarter:
- Have any amounts been deducted from the salary for which the employee was unable to take time off during that quarter? And was that time off not taken? In that case, he will get the money back at the same time as his salary is paid.
- Was the employee paid extra amounts for which he was unable to do any extra work during that quarter? In that case, those amounts will be deducted from his salary or not be paid to him.
- The employer and employee may make other agreements in this respect in consultation.

9.1 Does an employee receive allowances that depend on his salary under an agreement in this collective labour agreement? An overtime allowance or daily window allowance? In that case, the employer will calculate these allowances using the salary as described in Article 31. Exchange agreements will not be included in that calculation. Exchange agreements are included only when calculating holiday pay.

9.2 Does an employee receive allowances that depend on his salary under other agreements not included in this collective labour agreement? A thirteenth month or a profit-sharing payment, for example? In that case, those payments will not be included in the calculation. Unless the employer has made other agreements about this with the employee representation body, the employee representation structure, the employee delegation or, if none of these are in place, with the trade unions.

Note:
Examples of calculations for different types of exchange agreements can be found in Annex 4D.

10. Is the employee's employment contract coming to an end? In that case, the employee and employer will settle exchange agreements as described in Article 57 (3), (4), (5) and (7).

11. Does an employee work part-time? In that case, the employer will calculate the value of an hour on a pro rata basis. Does the employee work irregular hours, as under Article 2(3)(a)? In that case, the employer calculates the value of an hour as follows:

In the case of a monthly salary. The value of an hour is:

$$\frac{12/260}{\text{(the number of hours the employee works per week under his contract of employment / 5)}} \times 100 \times \text{monthly salary}$$

In the case of a four-week salary. The value of an hour is:

$$\frac{13/260}{\text{(the number of hours the employee works per week under his contract of employment / 5)}} \times 100 \times \text{the four-week salary}$$

12. In this article, we list the reward components that employees can exchange. But they can do so only if they actually receive these reward components in their company. This article does not grant any entitlements to the reward components.

Article 30a. Four-day working week

The employee may ask the employer for a four-day working week while retaining a full-time employment contract. He can do so as follows:

- He can make an exchange as described in Article 30.
- He can use all his entitlements to free time.

Entitlements to time off may be:

- holiday hours (see Article 50)
- time under arrangements for reduced working hours
- the extra holiday hours for older employees to which he is entitled (see Article 51).
- other time off to which he is entitled.

The employee can only receive a four-day working week if he has enough time off in total.

Does the employer reject the employee's request? If so, the employer will provide the employee with an explanation of the reasons for that decision. That must be done within four weeks of the employee requesting a four-day working week with the retention of a full-time employment contract.
Is there a dispute between the employer and employee about the four-day working week? If so, the employee may lodge an objection. The relevant procedure can be found in Annex 3C.

Chapter 5 Salaries and allowances

Article 31. Salary per month or salary per four weeks

1. The employee receives his salary on a monthly or four-weekly basis. By salary, we mean the following:
   - the fixed amount per month or per four weeks that the employer and employee have agreed upon.
   - comparable fixed salary components.

   It does not include: allowances, supplements, expense allowances and the like which the employee may receive.

   Note:
   The 'comparable fixed salary components' include possible allowances to provide a salary guarantee.

2. When does the employer pay the salary and any shift allowance?
   a. In the case of a monthly salary: no later than the last working day of the month for which the employee's salary is due.
   b. In the case of a four-week salary: no later than the last working day of the four-week period for which the employee's salary is due.

3. When does the employer pay allowances, supplements, expense allowances and the like? And when does he net advance payments?
   a. In the case of a monthly salary: no later than the last working day of the month after the month in which the salary is paid.
   b. In the case of a four-week salary: no later than the last working day of the four-week period after the period in which the salary is paid.

   If this collective labour agreement contains other agreements on this subject, those other agreements will apply. If the employee so requests, the employer will provide a written calculation of these payments.

4. Does the employee have to incur travel, accommodation or other expenses? In that case, the employer will make advance payments for these purposes if the employee so requests.

5. The employee must properly account for hours worked and travel, accommodation and other expenses incurred. If he does not do so, the employer will not pay them.

6. Once a calendar year is over, the employer will provide the employee with an annual overview within two months. He will also do this within two months after the end of the employee's employment. The overview will state the following:
   a. Everything the employee has been paid in that year.
   b. Everything the employer has deducted.

32. Salary scales

The salary scales can be found in Articles 33a to 33d (inclusive) of this collective labour agreement. They are based on a duty roster of an average of 38 hours of work a week calculated over a maximum of one year. They apply only to employees who have not yet reached the state pension age.
Does an employee work an average of less than 38 hours a week under his duty roster? In that case, he is entitled to a salary on a pro rata basis.
Articles 33c and 33d of this collective labour agreement set out the salary scales that apply to employees up to the age of 21 who are following a BBL course.

Note:
See also Articles 2a and 18a(1).

32 a. Salary scales for employees up to 22 years of age

This article is valid until 1 July 2019.

1. Employees without a diploma as referred to in paragraph 2 of this article and who are younger than 22 years of age will receive at least a salary in accordance with the Dutch Minimum Wage Act (WML). This is stated under WML in the scales. The employee will receive at least the salary corresponding to his age. In this respect, the provisions of Article 41 should be taken into account.

2. Employees with a diploma who are under the age of 22 are paid a salary that depends on that diploma:

    - An employee with at least a vbo/mavo/vmbo diploma receives at least the salary that is listed in the salary scales under vbo/mavo/vmbo and that corresponds to his age.

    - An employee with at least a vocational diploma receives at least the salary that is listed in the salary scales tables under 'Youth groups vocational diploma' (MBO 2) and that corresponds to his age. A vocational diploma is a diploma that is obtained through the training on the job learning pathway (BBL) as referred to in the Dutch Education and Vocational Training Act.
      A prerequisite is that the employee must be employed in a position for which the vocational diploma is relevant.

    - An employee who has successfully completed the first year of vocational education will receive at least the salary that is listed in the salary scales under 'Youth group advanced vocational diploma' (MBO 3/4) and that corresponds to his age. By 'vocational education' we mean education as referred to in the Dutch Education and Vocational Training Act at the level of what was formerly referred to as an 'advanced apprenticeship' (*voortgezet leerlingwezen*).
      A prerequisite is that the employee must be employed in a position for which the advanced vocational education is relevant.

The diplomas referred to in paragraph 2 of this article are the vocational diplomas recognised by the parties to the collective labour agreement.

Note:
The *Vakraad* has a list of the recognised vocational diplomas. You can request this list from the *Vakraad*.

Effective 1 July 2019, the foregoing article lapses and the following applies:

32 a. Salary scales for employees up to 21 years of age

1. The employer will assign employees under 21 years of age who are not following a BBL training course to one of the salary groups A to E (inclusive). This will be done on the basis of the employee's job. The employee will receive at least the salary corresponding to his age.

2. The employer will classify an employee under 21 years of age who is following a BBL course in the BBL scale for the age at the start of the first BBL training year no later than 1 December 2019. After that, only training years that have been completed in their entirety will be counted. This must be demonstrated on each occasion by a progress report or other document from the training institute. The starting age determines the scale. The employee then follows the BBL scale on the basis of the number of BBL training years and not age.
   If the employer has previously classified the BBL trainee in the BBL scale in Article 33c or 33d before 1 December 2019, the applicable BBL scale will apply from then on. For the BBL trainee who has not yet been classified in the BBL scale before 1 December 2019, the "vbo/mavo/vmbo", "vocational diploma" or "advanced vocational diploma" scale on 1 June 2019 applies. This will then continue until 1 December 2019 at the latest or will end earlier in line with the classification of the BBL trainee by the employer in accordance with Article 33c or 33d before 1 December 2019.

   Example: an employee who starts his first year of BBL at the age of 16 will be assigned to 'BBL scale 16' and receive a monthly salary of €716. Upon completion of the first training year (as demonstrated by the progress report or equivalent) and when the employee begins the second year of training (and is then 17), the employee remains in 'BBL scale 16' and receives €895 a month; the second training year in the scale 'BBL scale 16'. The employee does not therefore switch to the 'BBL scale 17' when reaching the age of 17.
   An employee who starts a BBL training course at the age of 18 will be assigned to the 'BBL-18' scale and receive a salary of €996 a month. When this employee starts his second BBL year (and is 19 years old, for example), he will stay in 'BBL scale 18' and receive a salary of €1,291 a month; the second training year in the scale 'BBL scale 18'.

Article 32b. Salary scale under the Participation Act

1. This article applies to the following employees:
   - Employees with an indication under the Sheltered Employment Act.
   - Employees covered by the Wajong scheme.
   - Employees with an occupational disability who ask the municipal authority for help with

their work. And who, according to the UWV (the Dutch body with responsibility for implementing employee insurance schemes), cannot earn the statutory minimum wage.

2. The company determines how much the employee can earn between 100% and 120% of the statutory minimum wage.
3. An employee with an earning capacity of 100% will be assigned to one of the salary scales in Articles 32, 32a and 33 of this collective labour agreement.
4. The employer will not pay that employee more than the salary applicable to him in the scale adopted by the company. Does the employee receive wage subsidies? In that case, they will be deducted from the salary paid by the employer.

Note:

1. The statutory minimum wage has been €1,635.60 since 1 July 2019. If the statutory minimum wage changes, the new statutory minimum wage will apply to this collective labour agreement.

$$\text{120\% of the statutory minimum wage} = \frac{\text{Prevailing statutory minimum wage} \times 120}{100}$$

2. The UWV determines the earning capacity of an employee.

Article 33. Salary scales for employees aged 21 and over (before 1 July 2019: 22 and older)

1. The employer will assign an employee aged 21 or older to one of the salary groups A to J inclusive. This will be done on the basis of the employee's job. Before 1 July 2019, this provision applies to employees aged 22 or older.
2. How many working years has an employee completed?

   The number of working years is the number of years an employee has worked in the company of the employer. Counting starts when the employee reaches the age of 21. Employees who have already accrued working years on 1 July 2019 will continue to accrue years on the basis of the number of working years completed on that date. Employees may also be granted fictitious working years by the employer. Those fictitious working years also count towards the employee's working years.
3. The employer will pay the employee at least the salary of the salary group to which he has allocated the employee and which corresponds to the number of working years of the employee. Employees in salary group A are also subject to the agreements in Article 41.
4. Has a new employee aged 21 or older been unemployed for at least one year before joining the employer? And does he not reach the job level for salary group A? He will then receive the statutory minimum wage for 21 years and older for a maximum of one year. The period during which he receives this is known as the 'running-in period'. Until 1 July 2019, this age was 22 or older.

Note:

The statutory minimum wage for employees aged 21 and over has been €1,635.60 a month since 1 July 2019 and €1,509.80 per four-week period. (Before 1 July 2019, this is true for employees age 22 and older.) If the statutory minimum wage changes, the new statutory minimum wage will apply to this collective labour agreement.

5. Does a company use a salary scale that has been agreed with trade unions, the works council or the employee representation structure? In that case, changes in the scales in Articles 33a and 33b for salary scales B to F inclusive do not apply.

Article 33a

SALARY SCALE for monthly payment from 1 June 2019 to 1 July 2019

	statutory minimum wage	vbo/mavo/vmbo	vocational diploma (MBO 2)	advanced vocational diploma (MBO3/4)
16 years	557.45	707	839	941
17 years	638.25	813	955	1067
18 years	767.50	935	1091	1225
19 years	888.70	1081	1256	1406
20 years	1131.05	1267	1463	1643
21 years	1373.45	1489	1716	1927

	SALARY GROUPS									
WORKING YEARS	A / 2	B / 3	G / 4	D / 5	E / 6	F / 7	G / 8	H / 9	I / 10	J / 11
0	1615.80	1978	2,060	2104	2170	2280	2467	2675	2928	3233
1	1924	2041	2078	2124	2212	2333	2519	2734	2995	3299
2	1939	2058	2093	2149	2254	2383	2572	2787	3057	3367
3	1959	2072	2110	2166	2287	2435	2632	2850	3124	3442
4		2087	2124	2192	2332	2485	2682	2909	3188	3506
5		2109	2146	2211	2369	2536	2736	2964	3247	3573
6		2130	2167	2247	2411	2587	2788	3020	3311	3643
7		2151	2189	2278	2484	2666	2849	3076	3372	3713
8								3134	3442	3783
9									3498	3849
10										3919

This is the collective labour agreement table that applied on 1 January 2019, on the understanding that the amounts in the Minimum Wage Act (statutory minimum wage) and A 0 working years have been adjusted in line with the amounts that apply on 1 January 2019 under that Act. If these amounts change, the new statutory amounts will apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: https://www.rijksoverheid.nl/onderwerpen/minimumloon.

Article 33a

SALARY SCALE for monthly payment from 1 July 2019 to 1 December 2019

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	€564.30	€ 682	€ 711							
17 years	€646.05	€ 781	€ 814	€ 831						
18 years	€817.80	€ 989	€1,030	€ 1,052						
19 years	€981.35	€1,187	€1,236	€1,262	€1,302					
20 years	€1,308.50	€1,582	€1,648	€1,683	€1,736					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	€1,635.60	€1,978	€2,060	€2,104	€2,170	€2,280	€2,467	€ 2,675	€2,928	€ 3,233
Working years 1	€ 1,924	€2,041	€2,078	€2,124	€2,212	€2,333	€2,519	€2,734	€2,995	€ 3,299
Working years 2	€ 1,939	€2,058	€2,093	€ 2,149	€2,254	€2,383	€2,572	€ 2,787	€3,057	€ 3,367
Working years 3	€ 1,959	€2,072	€2,110	€2,166	€2,287	€2,435	€2,632	€2,850	€3,124	€ 3,442
Working years 4		€2,087	€2,124	€2,192	€2,332	€2,485	€2,682	€2,909	€ 3,188	€ 3,506
Working years 5		€2,109	€2,146	€2,211	€2,369	€2,536	€2,736	€2,964	€3,247	€ 3,573
Working years 6		€2,130	€2,167	€2,247	€2,411	€2,587	€2,788	€3,020	€ 3,311	€ 3,643
Working years 7		€2,151	€2,189	€2,278	€2,484	€2,666	€2,849	€3,076	€3,372	€ 3,713
Working years 8								€3,134	€3,442	€ 3,783
Working years 9									€3,498	€ 3,849
Working years 10										€ 3,919

This is the collective labour agreement table that applied on 1 January 2019, on the understanding that the amounts in table A 16 to 20 years inclusive and A 0 working years have been adjusted in line with the amounts that apply on 1 July 2019 under the Minimum Wage Act. If these amounts change, the new statutory amounts will apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: https://www.rijksoverheid.nl/onderwerpen/minimumloon.

Article 33a

SALARY SCALE for monthly payment from 1 December 2019 to 1 July 2020

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	€ 564.30	€ 706	€ 736							
17 years	€ 646.05	€ 808	€ 842	€ 860						
18 years	€ 817.80	€ 1,024	€ 1,066	€1,089						
19 years	€ 981.35	€ 1,229	€ 1,279	€1,306	€1,348					
20 years	€1,308.50	€1,637	€1,706	€1,742	€1,797					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	€1,635.60	€2,047	€2,132	€2,178	€2,246	€2,360	€2,553	€ 2,769	€3,030	€ 3,346
Working years 1	€ 1,991	€2,112	€2,151	€2,198	€2,289	€2,415	€2,607	€2,830	€3,100	€ 3,414
Working years 2	€ 2,007	€2,130	€2,166	€ 2,224	€2,333	€2,466	€2,662	€ 2,885	€3,164	€ 3,485
Working years 3	€ 2,028	€2,145	€2,184	€2,242	€2,367	€2,520	€2,724	€2,950	€3,233	€ 3,562
Working years 4		€2,160	€2,198	€2,269	€2,414	€2,572	€2,776	€3,011	€ 3,300	€ 3,629
Working years 5		€2,183	€2,221	€2,288	€2,452	€2,625	€2,832	€3,068	€3,361	€ 3,698
Working years 6		€2,205	€2,243	€2,326	€2,495	€2,678	€2,886	€3,126	€ 3,427	€ 3,771
Working years 7		€2,226	€2,266	€2,358	€2,571	€2,759	€2,949	€3,184	€3,490	€ 3,843
Working years 8								€3,244	€3,562	€ 3,915
Working years 9									€3,620	€ 3,984
Working years 10										€ 4,056

This scale is the one that takes effect starting on 1 December 2019. The wage increase of 1 December 2019 (3.5%) has been included in salary group B through to E 16 to 20 years, salary group A 1 through to 3 working years as well as salary groups B through to J. The amounts in the Minimum Wage Act (WML) table and A 0 working years are in line with the statutory minimum wages as applicable with effect from 1 July 2019. If the amounts change, the new statutory amounts apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: http://www.rijksoverheid.nl/onderwerpen/minimumloon.

SALARY SCALE for monthly payment from 1 July 2020 to 1 March 2021

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	570.50	731	762							
17 years	653.15	836	871	890						
18 years	826.80	1060	1103	1127						
19 years	992.15	1272	1324	1352	1395					
20 years	1,322.50	1694	1766	1803	1860					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	1,653.60	2119	2207	2254	2325	2443	2642	2866	3136	3463
Working years 1	2061	2186	2226	2275	2369	2500	2698	2929	3209	3533
Working years 2	2077	2205	2242	2302	2415	2552	2755	2986	3275	3607
Working years 3	2099	2220	2260	2320	2450	2608	2819	3053	3346	3687
Working years 4		2236	2275	2348	2498	2662	2873	3116	3416	3756
Working years 5		2259	2299	2368	2538	2717	2931	3175	3479	3827
Working years 6		2282	2322	2407	2582	2772	2987	3235	3547	3903
Working years 7		2304	2345	2441	2661	2856	3052	3295	3612	3978
Working years 8								3358	3687	4052
Working years 9									3747	4123
Working years 10										4198

This scale is the scale effective 1 July 2020. The wage increase of 1 July 2020 (3.5%) has been included in salary group B through to E 16 to 20 years, salary group A 1 through to 3 working years and salary groups B through to J. The amounts in the Minimum Wage Act (WML) table and A 0 working years are in line with the statutory minimum wages as applicable with effect from 1 July 2020. If the amounts change, the new statutory amounts apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: http://www.rijksoverheid.nl/onderwerpen/minimumloon.

SALARY SCALE for monthly payment with effect from 1 March 2021

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	570.50	738	769							
17 years	653.15	844	879	898						
18 years	826.80	1070	1113	1137						
19 years	992.15	1284	1336	1365	1408					
20 years	1,322.50	1710	1782	1820	1877					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	1,653.60	2139	2228	2275	2347	2466	2667	2893	3165	3495
Working years 1	2080	2206	2247	2296	2391	2523	2723	2956	3239	3566
Working years 2	2096	2226	2263	2323	2437	2576	2781	3014	3305	3641
Working years 3	2119	2241	2281	2342	2473	2632	2845	3081	3377	3721
Working years 4		2257	2296	2370	2521	2687	2900	3145	3448	3791
Working years 5		2280	2320	2390	2562	2742	2958	3205	3511	3863
Working years 6		2303	2344	2429	2606	2798	3015	3265	3580	3939
Working years 7		2325	2367	2464	2686	2883	3080	3326	3646	4015
Working years 8								3389	3721	4090
Working years 9									3782	4161
Working years 10										4237

This scale is the scale effective 1 March 2021. The wage increase of 1 March 2021 (0.93%) has been included in salary group B through to E 16 to 20 years, salary group A 1 through to 3 working years and salary groups B through to J. The amounts in the Minimum Wage Act (WML) table and A 0 working years are in line with the statutory minimum wages as applicable with effect from 1 July 2020. If the amounts change, the new statutory amounts apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: http://www.rijksoverheid.nl/onderwerpen/minimumloon.

SALARY SCALE for four-week payment from 1 June 2019 to 1 July 2019

Article 33b

	statutory minimum wage	vbo/mavo/vmbo	vocational qualification (MBO2)	advanced vocational diploma (MBO3/4)
16 years	514.60	650	771	865
17 years	589.20	747	878	982
18 years	708.60	860	1004	1126
19 years	820.40	995	1155	1293
20 years	1044.20	1165	1345	1511
21 years	1267.80	1369	1578	1772

SALARY GROUPS

WORKING YEARS	A / 2	B / 3	G / 4	D / 5	E / 6	F / 7	G / 8	H / 9	I / 10	J / 11
0	1491.60	1819	1895	1935	1995	2097	2269	2460	2693	2973
1	1769	1877	1912	1953	2034	2146	2317	2515	2755	3034
2	1783	1893	1925	1976	2073	2192	2365	2563	2812	3097
3	1802	1906	1940	1992	2103	2239	2421	2621	2873	3165
4		1920	1953	2016	2145	2285	2467	2675	2932	3224
5		1939	1973	2033	2179	2332	2517	2726	2986	3286
6		1959	1993	2067	2218	2379	2564	2778	3045	3351
7		1978	2013	2095	2284	2452	2620	2829	3102	3415
8								2882	3165	3479
9									3217	3540
10										3604

This is the collective labour agreement table that applied effective 1 January 2019. The amounts were calculated by multiplying the precise amounts in the monthly table by a factor of 0.9197. The amounts in the Minimum Wage Act (WML) table and A 0 working years are in line with the statutory minimum wages as applicable with effect from 1 July 2019. If these amounts change, the new statutory amounts apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment:

https://www.rijksoverheid.nl/onderwerpen/minimumloon.

Article 33b

SALARY SCALE for four-week payment from 1 July 2019 to 1 December 2019

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	€520.80	€ 628	€ 654							
17 years	€596.40	€ 719	€ 748	€ 764						
18 years	€755.00	€ 910	€ 947	€ 968						
19 years	€905.80	€1,091	€1,137	€1,161	€1,197					
20 years	€1,207.80	€1,455	€1,516	€1,548	€1,597					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	€ 1,509.80	€1,819	€1,895	€1,935	€1,995	€2,097	€2,269	€ 2,460	€2,693	€ 2,973
Working years 1	€ 1,769	€1,877	€1,912	€1,953	€2,034	€2,146	€2,317	€2,515	€2,755	€ 3,034
Working years 2	€ 1,783	€1,893	€1,925	€ 1,976	€2,073	€2,192	€2,365	€ 2,563	€2,812	€ 3,097
Working years 3	€ 1,802	€1,906	€1,940	€1,992	€2,103	€2,239	€2,421	€2,621	€2,873	€ 3,165
Working years 4		€1,920	€1,953	€2,016	€2,145	€2,285	€2,467	€2,675	€ 2,932	€ 3,224
Working years 5		€1,939	€1,973	€2,033	€2,179	€2,332	€2,517	€2,726	€2,986	€ 3,286
Working years 6		€1,959	€1,993	€2,067	€2,218	€2,379	€2,564	€2,778	€ 3,045	€ 3,351
Working years 7		€1,978	€2,013	€2,095	€2,284	€2,452	€2,620	€2,829	€3,102	€ 3,415
Working years 8								€2,882	€3,165	€ 3,479
Working years 9									€3,217	€ 3,540
Working years 10										€ 3,604

This is the collective labour agreement table that applies on 1 January 2019, on the understanding that the amounts in table A 16 to 20 years inclusive and A 0 working years have been adjusted in line with the amounts that apply on 1 July 2019 under the Minimum Wage Act. If these amounts change, the new statutory amounts will apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: https://www.rijksoverheid.nl/onderwerpen/minimumloon.

Article 33b

SALARY SCALE for four-week payment from 1 December 2019 to 1 July 2020

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	€520.80	€ 649	€ 677							
17 years	€596.40	€ 743	€ 775	€ 791						
18 years	€755.00	€ 941	€ 980	€ 1,001						
19 years	€905.80	€1,130	€1,177	€1,201	€1,239					
20 years	€1,207.80	€1,506	€1,569	€1,602	€1,652					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	€1,509.80	€1,883	€1,961	€2,003	€2,066	€2,170	€2,348	€ 2,546	€2,787	€ 3,077
Working years 1	€ 1,831	€1,943	€1,978	€2,022	€2,106	€2,221	€2,398	€2,602	€2,851	€ 3,140
Working years 2	€ 1,846	€1,959	€1,992	€ 2,046	€2,146	€2,268	€2,448	€ 2,653	€2,910	€ 3,205
Working years 3	€ 1,865	€1,972	€2,008	€2,062	€2,177	€2,318	€2,505	€2,713	€2,974	€ 3,276
Working years 4		€1,987	€2,022	€2,087	€2,220	€2,365	€2,553	€2,769	€ 3,035	€ 3,337
Working years 5		€2,008	€2,043	€2,105	€2,255	€2,414	€2,604	€2,821	€3,091	€ 3,401
Working years 6		€2,028	€2,063	€2,139	€2,295	€2,463	€2,654	€2,875	€ 3,152	€ 3,468
Working years 7		€2,048	€2,084	€2,168	€2,364	€2,538	€2,712	€2,928	€3,210	€ 3,534
Working years 8								€2,983	€3,276	€ 3,601
Working years 9									€3,330	€ 3,664
Working years 10										€ 3,730

This scale is the scale effective 1 December 2019. The amounts were calculated by multiplying the precise amounts in the monthly table by a factor of 0.9197. The amounts for the salary group A 16 through to 20 years and A 0 working years are in line with the statutory minimum wages as applicable with effect from 1 July 2019. If these amounts change, the new statutory amounts apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: http://www.rijksoverheid.nl/onderwerpen/minimumloon.

SALARY SCALE for four-week payment from 1 July 2020 to 1 March 2021

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	526.60	672	701							
17 years	603.00	769	801	819						
18 years	763.20	975	1015	1037						
19 years	915.80	1170	1217	1243	1283					
20 years	1221.20	1558	1624	1658	1711					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	1526.40	1949	2029	2073	2138	2246	2430	2636	2884	3185
Working years 1	1895	2010	2048	2092	2179	2299	2482	2694	2951	3250
Working years 2	1910	2028	2062	2117	2221	2347	2534	2746	3012	3317
Working years 3	1930	2042	2079	2134	2253	2399	2593	2808	3077	3391
Working years 4		2056	2092	2160	2298	2448	2642	2866	3141	3454
Working years 5		2078	2114	2178	2334	2499	2696	2920	3199	3520
Working years 6		2099	2135	2214	2375	2549	2747	2976	3262	3590
Working years 7		2119	2157	2245	2447	2626	2807	3031	3322	3658
Working years 8								3088	3391	3727
Working years 9									3446	3792
Working years 10										3861

This scale is the scale effective 1 July 2020. The amounts were calculated by multiplying the precise amounts in the monthly table by a factor of 0.9197. The amounts for the salary group A 16 through to 20 years and A 0 working years are in line with the statutory minimum wages as applicable with effect from 1 July 2020. If these amounts change, the new statutory amounts apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: http://www.rijksoverheid.nl/onderwerpen/minimumloon.

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SALARY SCALE for four-week payment with effect from 1 March 2021

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
16 years	526.60	679	707							
17 years	603.00	776	809	826						
18 years	763.20	984	1024	1046						
19 years	915.80	1181	1229	1255	1295					
20 years	1221.20	1572	1639	1674	1727					

Salary-job group	A/2	B/3	C/4	D/5	E/6	F/7	G/8	H/9	I/10	J/11
Working years 0	1526.40	1967	2049	2092	2158	2268	2452	2660	2911	3215
Working years 1	1913	2029	2066	2112	2199	2321	2504	2719	2979	3280
Working years 2	1928	2047	2081	2137	2242	2369	2557	2772	3040	3348
Working years 3	1948	2061	2098	2154	2274	2421	2617	2834	3106	3422
Working years 4		2076	2112	2180	2319	2471	2667	2892	3171	3487
Working years 5		2097	2134	2198	2356	2522	2721	2947	3229	3552
Working years 6		2118	2155	2234	2397	2573	2773	3003	3293	3623
Working years 7		2139	2177	2266	2470	2651	2833	3059	3353	3693
Working years 8								3117	3422	3761
Working years 9									3478	3827
Working years 10										3897

This scale is the scale effective 1 March 2021. The amounts were calculated by multiplying the precise amounts in the monthly table by a factor of 0.9197. The amounts for the salary group A 16 through to 20 years and A 0 working years are in line with the statutory minimum wages as applicable with effect from 1 July 2020. If these amounts change, the new statutory amounts apply. For the current statutory minimum wages, see the website of the Ministry of Social Affairs and Employment: http://www.rijksoverheid.nl/onderwerpen/minimumloon.

Article 33c

Salary payment for apprentices in the BBL in the case of monthly payment from 1 July 2019 to 1 December

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course. N.B. If the employer has not yet classified the BBL apprentice before 1 December 2019, the table "vocational diploma (mbo2)" or "advanced vocational diploma (MBO 3/4)" as in the table effective 1 June 2019 will apply. This applies until 1 December 2019 at the latest or so much earlier as the employer has classified the BBL apprentice in accordance with Article 33g or 33d before 1 December 2019. N.B. the BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years	
BBL study year	
year 1	716
year 2	895
year 3	1,163
year 4	1,553

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years	
BBL study year	
year 1	823
year 2	1,080
year 3	1,387
year 4	1,901

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years	
BBL study year	
year 1	996
year 2	1,291
year 3	1,693

BBL scale 19

If the employee 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years	
BBL study year	
year 1	1,194
year 2	1,580

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20 years

BBL study year	
year 1	1,466

Salary payment for apprentices in the BBL in the case of monthly payment from 1 December 2019 to 1 December 2020

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course. N.B. With effect from 1 December 2019, the BBL apprentice can only be assigned to one of the scales below.
This scale is the one that takes effect on 1 December 2019. This includes the wage increase of 1 December 2019 (3.5%). N.B. the BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years	
BBL study year	
year 1	741
year 2	926
year 3	1,204
year 4	1,607

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years	
BBL study year	
year 1	852
year 2	1,118
year 3	1,436
year 4	1,968

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years	
BBL study year	
year 1	1,031
year 2	1,336
year 3	1,752

BBL scale 19

If the employee is 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years	
BBL study year	
year 1	1,236
year 2	1,635

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20 years	
BBL study year	
year 1	1,517

Salary payment for apprentices in the BBL in the case of monthly payment from 1 July 2020 to 1 March 2021

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course.
This scale is the scale effective 1 July 2020. This includes the wage increase of 1 July 2020 (3.5%). N.B. The BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years	
BBL study year	
year 1	767
year 2	958
year 3	1,246
year 4	1,663

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years	
BBL study year	
year 1	882
year 2	1,157
year 3	1,486
year 4	2,037

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years	
BBL study year	
year 1	1,067
year 2	1,383
year 3	1,813

BBL scale 19

If the employee is 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years	
BBL study year	
year 1	1,279
year 2	1,692

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20

years	
BBL study year	
year 1	1,570

Salary payment for apprentices in the BBL in the case of monthly payment effective 1 March 2021

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course. This scale is the scale effective 1 March 2021. It includes the wage increase of 1 March 2021 (0.93%). N.B. The BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years BBL study year	
year 1	774
year 2	967
year 3	1,258
year 4	1,678

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years BBL study year	
year 1	890
year 2	1,168
year 3	1,500
year 4	2,056

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years BBL study year	
year 1	1,077
year 2	1,396
year 3	1,830

BBL scale 19

If the employee is 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years BBL study year	
year 1	1,291
year 2	1,708

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20 years BBL study year	

year 1 1,585

Article 33d

Salary payment for apprentices in the BBL in the case of four-week payment from 1 July 2019 to 1 December 2019

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course. N.B. If the employer has not yet classified the BBL apprentice before 1 December 2019, the table "vocational diploma (mbo2)" or "advanced vocational diploma (MBO 3/4)" as in the table effective 1 June 2019 will apply. This applies until 1 December 2019 at the latest or so much earlier as the employer has classified the BBL apprentice in accordance with Article 33g or 33d before 1 December 2019. N.B. the BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years	
BBL study year	
year 1	659
year 2	823
year 3	1.070
year 4	1,428

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years	
BBL study year	
year 1	757
year 2	993
year 3	1,276
year 4	1,748

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years	
BBL study year	
year 1	916
year 2	1,187
year 3	1,557

BBL scale 19

If the employee is 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years	
BBL study year	
year 1	1,098
year 2	1,453

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20 years	
BBL study year	
year 1	1,348

Salary payment for apprentices in the BBL in the case of four-week payment from 1 December 2019 to 1 July 2020

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course. N.B. With effect from 1 December 2019, the BBL apprentice can only be assigned to one of the scales below. This scale is the one that takes effect on 1 December 2019.The amounts were calculated by multiplying the precise amounts in the monthly table by a factor of 0.9197. N.B. the BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years	
BBL study year	
year 1	682
year 2	852
year 3	1,107
year 4	1,478

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years	
BBL study year	
year 1	783
year 2	1,028
year 3	1,320
year 4	1,810

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years	
BBL study year	
year 1	948
year 2	1,229
year 3	1,612

BBL scale 19

If the employee is 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years	
BBL study year	
year 1	1,137
year 2	1,504

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20 years	
BBL study year	
year 1	1,395

Salary payment for apprentices in the BBL in the case of four-week payment from 1 July 2020 to 1 March 2021

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course. N.B. with effect from 1 December 2019, the BBL apprentice can only be assigned to one of the scales below. This scale is the scale effective 1 July 2020. The amounts were calculated by multiplying the precise amounts in the monthly table by a factor of 0.9197. N.B. the BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years BBL study year	
year 1	705
year 2	881
year 3	1,146
year 4	1,530

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years BBL study year	
year 1	811
year 2	1,064
year 3	1,367

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years BBL study year	
year 1	981
year 2	1,272
year 3	1,668

BBL scale 19

If the employee is 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years BBL study year	
year 1	1,177
year 2	1,556

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20 years BBL study year	
year 1	1,444

Salary payment for apprentices in the BBL in the case of four-week payment effective 1 March 2021

The employee's age at the start of the BBL ("BBL Starting Age") determines the scale to which he will be assigned. The employee remains in this scale as long as he is following a training course in the BBL, and also when he follows a follow-up training course in the BBL after successfully completing the course. N.B. with effect from 1 December 2019, the BBL apprentice can only be assigned to one of the scales below. This scale is the scale effective 1 March 2021. The amounts were calculated by multiplying the precise amounts in the monthly table by a factor of 0.9197. N.B. the BBL apprentice must be classified in accordance with Article 33 from the age of 21 onwards.

BBL scale 16

If the employee is 16 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 16 years	BBL study year
year 1	712
year 2	889
year 3	1,157
year 4	1,544

BBL scale 17

If the employee is 17 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 17 years	BBL study year
year 1	819
year 2	1,074
year 3	1,379
year 4	1,891

BBL scale 18

If the employee is 18 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 18 years	BBL study year
year 1	990
year 2	1,284
year 3	1,683

BBL scale 19

If the employee is 19 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 19 years	BBL study year
year 1	1,187
year 2	1,571

BBL scale 20

If the employee is 20 years old at the start of the BBL, and as long as he has not reached the age of 21, the following scale applies and will continue to apply to him during his entire BBL training.

Starting age BBL 20

years BBL study year	
year 1	1,457

Article 34 Salary increase due to the age of the employee (except for BBL apprentices)

Does the employee receive a salary increase because of his age? In that case, the salary will increase when he gets a year older. In the case of a monthly salary, he will receive the higher salary for the first time effective the first day of the month of his birthday. In the case of a four-week salary, he will receive the higher salary for the first time effective the first day of the four-week period in which his birthday falls.

Does the company have any other scheme that already applies to all employees? Or is the company drawing up a new, different arrangement for all employees in consultation with the employee representation body or the employee delegation? In that case, the other agreement applies, not the agreement in this article.

Article 35. Salary increase for a new working year

If an employee is entitled to a salary increase for a new working year, he will receive this increase once a year, at the latest in the month or four-week period in which the new working year starts. This continues until the employee has reached the maximum number of working years for his salary group.

In some situations, the company may agree that all employees will only receive the increase in working years for the first time at a later date: a maximum of 6 months after the new working year starts. They will still be paid the increase for the payment periods that have elapsed since the start of the new working year.
This may be an agreement that was already in place. And if it is a new agreement, the company must draw it up in consultation with the employee representation body or the employee delegation.

Article 36. A different position, refresher training, training for a new position and additional training.

1. Is an employee going to do another job and is it in a higher salary group? In that case, the employee will receive at least the same salary.

2. Is an employee going to do another job and is it in the same salary group? In that case also, the employee will receive at least the same salary.

3. Is an employee going to do another job in a lower salary group? In that case, the employee will receive at least the old salary for another three payment periods. After that period, the employee may be moved, whether gradually or not, to the lower salary group.

4. Is an employee moving to a lower salary group and is he 55 years or older? He will then be paid the difference between his old and new salary as a separate amount: an allowance. Is

he given a raise after that? In that case, the rate will apply only to the new salary and not to the allowance. The allowance does not change.

Note:
We advise employers to continue paying the old salary in this situation.

Does the employee ask for a job in a lower job group? The provisions of paragraph 4 will not apply in that case.

5. If an employee joins the company and starts refresher training, no salary scale will apply in the first three payment periods. Refresher training in this context means training that allows the employee to relearn what he has already learned for a previous job. He has lost some or all of that knowledge and those skills.

6. If an employee joins the company and starts training for a new position, no salary scale will apply in the first six payment periods. Is the employee training for a new position to take up a position in a salary group higher than D? In that case, the employer may extend this period to a total of twelve payment periods.

7. New employees may be required to undergo training when their employment begins. In that way, they acquire more professional knowledge or skills for the new job. No salary scale applies to them in the first three payment periods if they do this extra training during working hours.

8. Is an employee already employed by the company? And is he following a course during working hours for refresher training, training for a new position or additional training as referred to in 5 to 7 inclusive because the employer has requested it? In that case, this employee will not receive a lower salary for the duration of the course.

9. The employer may agree with the employee who is undergoing refresher training, training for a new position or additional training that neither of them will terminate the employment relationship within one year of the training. It does not matter whether the employee successfully completes the training or not.

   The employee and employer must set out this agreement in a written contract. They can also agree that the employer will give the employee a position for which he has completed the refresher training, additional training or training for a new position and that the employee will then accept this position.

10. Does the employee nevertheless resign before the end of the period referred to in paragraph 9? Then he is liable for compensation and he must pay the employer compensation. The amount of compensation will be the salary and expenses incurred by the employer on behalf of the employee for the course. For example for books or travelling expenses.

    Note:
    We recommend including the provision in paragraph 10 in the written contract referred to in paragraph 9.

Article 36a.Consequences of the introduction of the FC Manual for salaries

Expired.

Article 37. Reward systems

1. Is the employer planning to introduce, change or suspend a reward system? For example, the rate system or a merit-rating system? In that case, he will consult the employee representation body or the employee delegation. Even if the new reward system applies to a part of the company.

2. In this situation, the employer and one or more of the employees or their representation, as referred to in the previous paragraph, may invite the employers' associations and trade unions to advise during the consultations.

3. Do the employer and the employee representation body or the employee delegation fail to agree on the reward system during the consultations? And does the employer wish to introduce, change or suspend the reward system? Then he will ask the business council for advice. The employer and the employee representation body or employee delegation must follow the recommendations of the business council.

Note:
By reward systems we mean systems in which the company's determines job performance (individual, group or collective) using one or more quantifiable factors. This assessment can also be made using a number of factors in conjunction, most of which, or the most important of which, can be quantified.

Article 37a. Basic salary for representatives

1. Representatives and/or sales representatives are paid at least the minimum wage as determined by the Minimum Wage Act every month or every four weeks as a basic salary.

2. Will they receive a general percentage salary increase or a one-off payment? In that case, the employer calculates the increase on the basis of the basic salary per payment period at least.

Article 38.

Expired.

Article 39. Contribution for membership of the union

The employee may ask the employer to reduce the gross salary in December by the contribution for union membership in that calendar year. The employer will then pay the employee an expense allowance equal to the union membership contribution. This must be done in accordance with the rules in the Supplementary Employment Contract Regulations.

Note:
The Supplementary Employment Contract Regulations can be found in Annex 10. It sets out the amount of reimbursement for a trade union contribution and includes the accompanying claim form.

Article 40.

Expired.

Article 41. Salary increases

1. The salary applicable to the employee will be raised at the following times:
    - 1 December 2019: by 3.50%.
    - 1 July 2020: by 3.50%.
    - 1 March 2021: by 0.93%.

    An employee under 21 years of age (until 1 July 2019 22 years of age) without a diploma as referred to in Article 32a(2) (with effect from 1 July 2019, not following a BBL training course) and an employee in job group A will receive a higher salary starting on the date on which he becomes entitled to an age-related salary increase. That employee will then receive the salary that applies to him from that date onwards plus a certain amount: the difference between the scale salary corresponding to his age and the scale salary corresponding to his new age.

Note:
A example of the relevant calculation with the statutory minimum wage amounts for 1 July 2019.

Suppose an employee is 16 years old and is not following a BBL course. He earns €586 a month. The legal minimum wage for him is €564.30 a month. When he turns 17, his salary goes up. The difference between the minimum wage for a 16-year-old and that for a 17-year-old is, at that point in time:

€646.05 − €564.30 = €81.75.

The new salary will therefore be:

€586 + €81.75 = €667.75.

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2. An employee aged 50 or older may, after consultation with the employer, take salary increases in whole or in part as days off. He may do so for up to 22 days (176 hours). Does the employee wish to take his salary increase as more than 22 days off (176 hours)? This is only possible if the employer agrees.

    How much time off can the employee receive in exchange for their salary increase? The calculation is as follows:
    1. Salary + Salary increase(s) = New Salary
    2. 100 -/- ((Salary / New Salary) x 100) = Maximum exchange percentage
    3. Maximum exchange percentage x 19.76 hours = Maximum amount of time off. If the aforementioned exchange is used, the employee's current salary, including the salary increase(s) referred to in paragraph 1, will be reduced by a gross reduction corresponding to the part of the salary increase that is taken as time off.

4. A recalculation must be made each year.

Notes:
1. More examples of calculations can be found in Annex 4B.
2. After a salary increase in accordance with Article 41(1), does the employee aged 55 or older wait a month or longer before initiating an exchange? And is it necessary to calculate the daily wage for the purposes of unemployment or disability benefit? In that case, the Daily Wage Rules Amendment of 28 May 1999 may apply to the calculation of the amount of the daily wage. This means that the amount of the daily wage depends on the salary, including the salary increase.

Article 41a. One-off payment

In the month of February 2021, the employer will pay the employee working for the employer on 1 February 2021 a one-off payment of €306.

Note: The provisions of Article 2a(2) will apply to this gross payment.

Chapter 6 Overtime and other additional payments and allowances

Article 42. What do employees get paid for overtime?

1. The provisions of this article do not apply if payments for overtime are already included in the employee's remuneration. In that case, the employer will have given a written statement to the employee.

2. The employer will pay the employee the following:

   a. If the employee works outside his duty roster on a day that is not a Saturday, Sunday or public holiday:
      - For the first two hours of overtime immediately before or immediately after the working time in the duty roster, the employee will receive 0.78% of his monthly salary or 0.84% of his four-week salary per hour. Is a break required by law between these overtime hours and the working time in the duty roster? Or do local conditions at that point in time make a break necessary? Then this overtime will still count as the first two hours immediately before or immediately after the working hours in the duty roster.
      - For the overtime *after* the first two hours of overtime, the employee will receive 0.89% of his monthly salary or 0.97% of his four-week salary per hour.

   b. If the employee works outside his duty roster on a Saturday that is not a public holiday:
      - The employee will receive 0.89% of his monthly salary or 0.97% of his four-week salary per hour.

   c. If the employee works on a Sunday that is not a public holiday:
      - The employee will receive 1.12% of his monthly salary or 1.21% of his four-week salary per hour.

   d. If the employee works on a public holiday:
      - The employee will receive 1.12% of his monthly salary or 1.21% of his four-week salary per hour.
      - Does the employee get time off on another day in the same week or in the following week for the overtime worked on the public holiday? In that case, the employee will receive 0.607% of his monthly salary or 0.658% of his four-week salary per hour for the overtime.

3. When will the employee not receive payment for overtime?
   If he does overtime immediately after the daily working time to finish the normal work to be done that day. In addition, he will only be required to do this kind of overtime on an occasional basis. And it will not exceed half an hour.
   Does this overtime work exceed half an hour? In that case, the employee will receive compensation for all the overtime worked.

4. Does the overtime not follow immediately after the working hours in the duty roster but start

later? And did the employee work all the daily working hours that day? In that case, the employee will receive 0.89% of his monthly salary or 0.97% of his four-week salary per hour for this overtime. The employee will also receive this payment if overtime overlaps with the daily working hours of the following day, except when the employee has not been required to work for three consecutive hours or more.

5. a. The employee chooses how he wishes to receive the payment for overtime and the associated allowances:
    1. He receives monetary payment for the overtime and allowances
    2. He buys pension entitlements with the overtime and allowances
    3. He receives paid time off for the overtime and he receives monetary payment or buys pension entitlements with the allowances. This is possible up to a maximum of ten days a calendar year. Would the employee like to receive more compensation for overtime in paid time off? This is only possible in consultation with the employer. In consultation with the employer, the employee may also be given time off for the allowances.

    The employee will inform the employer in writing of his choice at the beginning of each quarter.

    b. Does the employee choose to receive paid time off for the overtime? In that case, the following agreements apply:
    - If the employee takes the paid time off, he will do so in consultation with the employer.
    - At the end of a calendar year, has the employee not taken all the paid time off that he received in exchange for overtime? In that case, he can decide whether he wants to exchange this paid time off for a monetary payment or buy pension entitlements with it. Or to keep the paid time off for the following year. In that case, the employer must make it possible for the employee to take this paid time off in the first quarter of the following year.
    - The employer calculates the allowance as follows:

        He bases the calculation on the payment for one hour of overtime as referred to in paragraph 2 of this article. Or on any higher remuneration that the company pays for overtime. 0.607% or 0.658% of that remuneration per hour will be deducted from the monthly salary or the four-week salary respectively.

6. Did the employee actually work during a standby shift? In that case, the arrangements for overtime in this article also apply.

7. Does an employee work less than 38 hours a week on average (calculated over a maximum of one year)? In that case, in order to calculate the overtime payment, it is first necessary to convert the employee's salary to a salary that he would receive if he worked an average week of 38 hours.

Note:
The salary is converted as follows:
38 x the monthly or four-week salary x the percentage for the overtime remuneration.
We divide this by the number of hours the employee works a week under his employment contract.

1. For example:
    An employee works 19 hours a week and earns €1,500 a month. He has worked one hour of overtime. The

corresponding percentage is 0.78% because this is the first hour of overtime. This is how we calculate the remuneration:

38 x 1,500 x 0.78% = €444.60. We divide this amount by the number of hours the employee works a week: 19. €444.60/19 = €23.40. This is the amount the employee receives for the hour of overtime.

2. The same employee has now worked three consecutive hours of overtime. The percentage for the first two hours is 0.78%. For the third hour, the percentage is 0.89%.

   This is how we calculate the remuneration for the first two hours:
   38 x 1,500 x 0.78% = €444.60. We divide this amount by 19 = €23.40. There are two hours of overtime and so the payment for the overtime is €46.80 in total.

   We calculate the remuneration for the third hour as follows:
   38 x 1,500 x 0.89% = €507.30. We divide this amount by 19 = €26.70.

   With these three hours of overtime, the employee will receive a total of:
   €46.80 + €26.70 = €73.50.

Note:
In this article, we mean salary as defined in Article 31(1). Unless the company has other arrangements in this respect.

Article 42a. How much are employees paid for hours worked outside the normal working day?

1. Is the normal working day from 06.00 to 18.00 hours? And does the employee work between 6 p.m. and 9 p.m? In that case, he will receive an allowance of 0.09% of his monthly salary or 0.10% of his four-week salary for each hour worked. We are referring here to the normal working day as defined in 17(2a) of this collective labour agreement.

2. Has the normal working day shifted one or two hours? In other words from 07.00 to 19.00 or from 08.00 to 20.00? And does the employee work between 06:00 and the starting time of the normal working day? Or does he work between the ending time of the normal working day and 21.00? In that case, he will receive an allowance of 0.09% of his monthly salary or 0.10% of his four-week salary for each hour worked. We refer here to the rescheduled normal working day as referred to in 17(2b) of this collective labour agreement.

3. Does the employee work between 21:00 and 24:00? In that case, he will receive an allowance of 0.18% of his monthly salary or 0.20% of his four-week salary for each hour worked. This is not related to the selected normal working day.

4. Does the employee work between 00:00 and 06:00? In that case, he will receive an allowance of 0.30% of his monthly salary or 0.33% of his four-week salary for each hour worked. This is not related to the selected normal working day.

5. The employee will not receive any allowances for hours outside the normal working day if he already receives a shift allowance or overtime pay for the same hours.

6. Does an employee work time outside the normal working day? And does this time count as rescheduled hours as described in Article 43(2)? In that case, he will receive the allowance for hours outside the normal working day for these hours. And not the allowance for

rescheduled hours.

7. Is the time not covered by the normal working day travelling time as described in Article 44? In that case, the employee will not receive the allowance for time not covered by the normal working day.

8. This article has been valid since 1 July 2001. Did the employer already have equivalent arrangements for time not covered by the normal working day on 2 April 2001? In that case, he can continue to use those arrangements.

Note:
You can find an overview with examples in Annex 4c.

Article 43. How much are employees paid for rescheduled hours?

In Article 17 we explain what rescheduled hours are.

1. Employees do not receive an allowance for the rescheduled hours referred to in 17(5) under a i and 17(5) under a ii.

2. For rescheduled hours as referred to in 17(5) under a iii, the employee does receive an allowance if the hour is covered by the normal working day (Article 17(2)). The allowance is 0.12% of the monthly salary per hour, or 0.13% of the four-week salary per hour.

3. Does an employee work rescheduled hours as described in 17(5)(a)(iii)? And does an employee work less than 38 hours a week on average (calculated over a maximum of one year)? In that case, in order to calculate the allowance, it is first necessary to convert the employee's salary to a salary that he would receive if he worked a week of 38 hours.

   Note:
   The salary is converted as follows:
   38 x monthly salary or four-week salary x the percentage for the rescheduled hour allowance.
   We divide this by the number of hours the employee works a week under his employment contract.

   For example:
   An employee works 19 hours a week and earns €1,500 a month. He has worked two rescheduled hours. The percentage for the corresponding allowance is 0.12 %. This is how we calculate the remuneration:

   38 x 1,500 x 0.12% = €68.40. We divide this amount by the number of hours the employee works a week: 19. €68.40 /19 = €3.60. This is the allowance the employee receives for the hour of overtime.

Note:
In this article, we mean salary as defined in Article 31(1).

Article 44. Payment of travelling time

1. The provisions of this article will not apply if the allowances in question are included in the salary. This must be demonstrated on the basis of a written statement from the employer that must be provided before the allowance is included in the remuneration.

2. If the employee has to travel for the purposes of doing chores, the employer will reimburse him for travelling time as follows:

a. When using public transport: the travelling time required calculated on the basis of the public transport timetable.
b. When the employer uses his own means of transport or a means of transport provided by the employer: the travelling time calculated in reasonable proportion to the travelling time by public transport over a comparable distance.

3. The travelling time referred to in paragraph 2 under a and b qualifies for reimbursement only if the employee has had to travel longer than he would in order to get to his normal working location.

4. The travelling time allowance is calculated as follows:
   a. Hours not covered by the duty roster: 0.607% of the monthly salary (0.658% of the salary per four-week period) per full hour.
   b. Hours on Sundays and hours on a public holiday as defined in Article 19(1): 1.12% of the monthly salary (1.21% of the salary per four-week period) per full hour.

   Note:
   For parts of hours, the arrangements will apply on a pro rata basis.

5. For employees who, pursuant to agreements made, work less than an average 38-hour week calculated over a period of a maximum of one year, the salary must be recalculated to arrive at a periodical salary (a monthly or four-week salary) that would apply to an average 38-hour week before the allowance is calculated.

   Note:
   The following formula should be used for this purpose:
   $\frac{38 \times \text{periodical salary} \times \text{relevant percentage}}{\text{number of agreed hours a week that are worked}}$

   1. An example of a calculation of this kind: employee X works 19 hours a week and earns €3000 a month. He has one hour of travelling time not covered by the duty roster and the relevant allowance is calculated as follows (the percentage from the formula is 0.607% in this case because it relates to an hour as referred to in paragraph 4 under a):

      38 times 3000.00 times 0.607% is €691.98. Divided by 19 (hours of work a week) results in a payment of €36.42.

   2. The same employee, only now for three hours as referred to in paragraph 4(b) (so the percentage is now 1.12%)
      38 times 3000.00 times 1.12% is €1276.80. Divided by 19 results in a payment of €67.20 an hour. For three hours, the total payment is €201.60.

Note:
For a definition of what is meant by 'salary', see Article 31(1).

6. If, in the case of chores, the working time including the agreed breaks and the travelling time (only that part of the travelling time that the employee has had to travel longer than he would in order to get to his normal working location), is more than 10.5 hours in a day, the employee is entitled to take the time in excess of 10.5 hours as time off.
   The maximum amount of travelling time to be taken as time off for chores will be 6 days a year.

The maximum amount of travelling time to be taken as time off for chores and overtime together will be 12 days a year. The other hours can only be taken as time off in consultation with the employer. The time off will be taken in accordance with Article 42(5)(a) of this collective labour agreement.

Note:
See also Article 42(5)(a) of the collective labour agreement.

7. If employees travel together to a chore and some of them do not wish to work overtime, the employer is not obliged to provide alternative transport for those employees.

Article 45. How much are employees paid for working in shifts?

Employees who work shifts receive an allowance of 14% of their monthly or four-week salary.

Note:
In this article, we mean salary as defined in Article 31(1).
In this article, we mean shift work as defined in Article 20(1).

Chapter 7 Reimbursement of travel and accommodation expenses

Article 46. Reimbursement of travel expenses

1. Does the employee have to travel to do the work for which he has been employed? In that case, the employer will reimburse the travel expenses as follows:
   - Does the employee travel by public transport? Then he will be reimbursed for the actual costs incurred in the lowest class. But only for the additional costs on top of the costs he would normally incur to go to the place for which the employment contract has been concluded.
   - Does the employee travel using transport provided by the employer? In that case, his expenses will not be reimbursed.
   - Does the employee travel using his own transport? And does he do this at the behest of the employer or with the employer's permission or both? In that case, he will receive a reasonable allowance for the additional expenses on top of the expenses he would normally incur to go to the place for which the employment contract has been concluded.

   The employer is expected to check whether the means of transport is in proper condition and whether it is insured under the Motor Insurance Liability Act.

2. Does the employee have to spend more than a week away from home for work? Then he may travel home each week at the end of the weekly working hours determined for that work. The employer may decide otherwise after consulting the employee if this is necessary for the work or if the travel options justify doing so. Has the employee gone home? In that case, he must travel back to work on Monday. He must then leave as early as possible. But he will not have to leave earlier than about 6 a.m. except in exceptional circumstances.

   Note:

   In this case, 'exceptional circumstances' means, for example, an exceptionally long distance or difficult travel options.

3. If there is a public holiday, the employee will also receive a paid trip home. In that case, all the provisions in paragraph 2 of this article continue to apply. The exact definition of a public holiday can be found in Article 19(1).

Article 47. Reimbursement of accommodation expenses

1. Does the employee have to work at a location other than that for which the employment contract has been concluded? In that case, the employer will reimburse the accommodation expenses as follows:

a. Is the journey to work very long or complex? It may therefore be necessary for the employee to spend the night in a guest house. The employer pays the expenses for the guest house. But only if he has approved the guest house in advance.
b. The employer will pay the accommodation expenses that are reasonable in these circumstances.

2. The employer will also pay accommodation expenses if the employee suddenly has to work overtime and therefore leaves work in the evening two hours or more after the normal time. Does the employer provide a meal for the employee? In that case, he does not have to pay any accommodation expenses.

Article 48. Other arrangements

Does the company already have other arrangements for travel and accommodation expenses and Article 44? And are they at least as good as the arrangements in Article 44 and in this chapter? In that case, the employer may invoke these articles of the collective labour agreement in order to make changes, but only in consultation with the employee.

Chapter 8 Holidays and holiday pay

Article 49. What do we mean by 'holiday day' or 'holiday hour' in this chapter?

A holiday day is a day on which the employee does not work because he is on holiday. A holiday hour is an hour when the employee does not work because he is on holiday. Normally he would have worked in line with his duty roster.

Article 50. To how much holiday is an employee entitled?

1. The following applies with effect from 1 January 2017.
   An employee receives 200 holiday hours a year (usually 25 holiday days). We assume here that this is an employee with a duty roster of five days a week with an average of 38 hours a week calculated over a maximum of one year.

2. Existing agreements at the company or individual level which result in holiday entitlements that exceed the number of holiday hours stated in this collective labour agreement will not be affected by the description of holiday entitlements in hours as amended in the 2015-2017 collective labour agreement and will be increased by 8 holiday hours (usually one holiday day) effective 1 January 2017. See Annex 10B for the text of 50(2) of the 2015-2017 collective labour agreement.

3. Does an employee have a duty roster of less than 38 hours a week on average? Then he will receive proportionally fewer holiday hours.

4. Is an employee employed for part of a calendar year? Then he will receive proportionally fewer holiday hours.

Article 51. Additional holiday hours for older employees

Until 1 January 2020, the following paragraph 1 will apply:

1. Employees who are 53 years of age or older are entitled to additional holiday hours. These hours are added to the holiday hours to which the employee is already entitled pursuant to Article 50.
   There are two times in the year when an older employee is entitled to extra holiday hours: on 30 June and on 31 December of a year. But only if he has been working for the employer continuously for at least six months on that date. The number of extra holiday hours depends on the age of the employee. The overview below shows the number of extra holiday hours to which the employee is entitled on each occasion. The number of extra holiday days that this generally works out at is shown in brackets.

Table 1

Age of the employee on 31 December 2016	Number of extra holiday hours on 30 June *and* 31 December

a	53 years of age and older	4 hours (1/2 day)
b	55 years of age and older	8 hours (1 day)
c	57 years of age	16 hours (2 days)
d	58 years of age and older	32 hours (4 days)
e	60 years of age	40 hours (5 days)
f	61 years of age and older	48 hours (6 days)
g	65 years of age	50 hours (6¼ days)

Effective 1 January 2020, the following paragraph 1 will apply:

1. Employees who are 54 years of age or older are entitled to additional holiday hours. These hours are added to the holiday hours to which the employee is already entitled pursuant to Article 50.
   There are two times in the year when an older employee is entitled to extra holiday hours: on 30 June and on 31 December of a year. But only if he has been working for the employer continuously for at least six months on that date. The number of extra holiday hours depends on the age of the employee. The overview below shows the number of extra holiday hours to which the employee is entitled on each occasion. The number of extra holiday days that this generally works out at is shown in brackets.

Table 1

Age of employee		Number of extra holiday hours on 30 June *and* 31 December
a	54 years of age and older	8 hours (1 day)
b	57 years of age	16 hours (2 days)
c	58 years of age and older	32 hours (4 days)
d	60 years of age	40 hours (5 days)
e	61 years of age and older	48 hours (6 days)
f	65 years of age	50 hours (6¼ days)

Note: A calculation tool for calculating the extra holiday hours is available online on the websites of the parties to the collective labour agreement and also from the *Vakraad*: www.vakraad.nl

2.1 A transitional arrangement applies:
For employees aged 50 years and older who were entitled to additional holiday hours on 31 December 2016, the following applies. From that date onwards, they retain their entitlement to the same number of extra holiday hours minus 4. This will remain the case until such time as they become entitled to a higher number of extra holiday hours pursuant to the arrangement in paragraph 1. From then on, the arrangement in paragraph 1 will apply to them.

2.2 The following applies with effect from 31 January 2016.
An employee aged 50 and over will be entitled to extra holiday hours on that date. But only if he has been working for the employer continuously for at least six months on that date. These extra hours are added to the holiday hours to which the employee is already entitled pursuant

to Article 50. The number of extra holiday hours depends on the age of the employee. The overview below shows the number of extra holiday hours to which the employee is entitled. The number of holiday days that this generally works out at is shown in brackets.

Table 2

	Age of employee	Number of extra holiday hours on 31 December 2016
a	50 years of age and older	12 hours (1½ days)
b	55 years of age and older	16 hours (2 days)
c	57 years of age and six months	28 hours (3½ days)
d	58 years of age and older	40 hours (5 days)
e	60 years of age	48 hours (6 days)
f	61 years of age	52 hours (6½ days)
g	62 years of age	52 hours (6½ days)
h	63 years of age	52 hours (6½ days)
i	64 years of age	52 hours (6½ days)

Three examples:

Example 1

- An employee is 55 years old on 31 December 2016.
- On 30 June 2017, he is still 55 years old.
- On 31 December 2018, he is 57 years old.

The transitional arrangement for this employee works as follows:

- He is entitled to 16 extra holiday hours under paragraph 2 on 31 December 2016.
- On 30 June and on 31 December 2017, he is entitled under the transitional arrangement to 16 − 4 = 12 extra holiday hours.
- On 30 June and on 31 December 2017, he is entitled to 8 additional holiday hours under paragraph 1. But according to the transitional arrangement, he will still be entitled to 12 extra holiday hours.
- On 31 December 2018, he is 57 years old and he is entitled to 16 additional holiday hours under paragraph 1. This is more than the 12 hours to which he is entitled under the transitional arrangement. He is therefore entitled to the number of extra holiday hours in line with the new table in paragraph 1.

Example 2

- An employee is 59 years old on 31 December 2016.
- On 30 June 2017, he is still 59 years old.
- On 31 December 2017, he is 60 years old.

The transitional arrangement for this employee works as follows:

- He is entitled to 40 extra holiday hours under paragraph 2 on 31 December 2016.
- On 30 June 2017, he is entitled to 40 – 4 = 36 extra holiday hours under the transitional arrangement.
- On 30 June 2017, he is entitled to 32 extra holiday hours under paragraph 1. But according to the transitional arrangement, he will still be entitled to 36 extra holiday hours.
- On 31 December 2017, he is 60 years old and he is entitled to 40 additional holiday hours under paragraph 1. This is more than the 36 hours to which he is entitled under the transitional arrangement. He is therefore entitled to the number of extra holiday hours according to the new table.

Example 3
- An employee is 63 years old on 31 December 2016.
- On 30 June 2017, he is 64 years old.

The transitional arrangement for this employee works as follows:
- He is entitled to 52 extra holiday hours under paragraph 2 on 31 December 2016.
- On 30 June 2017, he is entitled to 52 – 4 = 48 extra holiday hours under the transitional arrangement. At that time, under paragraph 1, he is also entitled to 48 extra holiday hours. Accordingly, from that point in time on, the number of extra holiday hours according to the new table will apply to this employee.

3. Has an employee been totally incapacitated for work for more than 12 months on 30 June or 31 December? In that case, he is not entitled to extra holiday hours at that time.

4. Employees may take their extra holiday hours at a time of their choosing. However, they must do so within one year of accruing the entitlements to those hours. Does an employee not take the hours in time? In that case, the employer may schedule these hours off or pay the employee. This is not permitted if the employee has asked for the time off but the employer has turned down that request. In that case, the employee will still be entitled to this time off at a later stage.

Article 52. Deduction of a holiday day when reporting sick twice

Does an employee report sick for the second time in a calendar year? In that case, the employer will deduct a holiday day. This will not be the case if the employee reports sick a second time as a result of pregnancy and/or labour.
The number of holiday hours deducted will be the number of hours that the employee should have worked according to his duty roster on the first day of reporting sick. The maximum number is 8 hours.

Note:
See also Article 65.

Article 53. Restriction of holiday entitlements

1. Is an employee not entitled to salary because he is not working? In that case, he will not accrue any holiday hours over that time either.

2. In a number of situations, the employee does accrue holiday hours over the time that he does not receive salary:
   a. Those situations are described in Article 62(1)(b) and Article 63.
   b. If, on 1 May of any given year, the employee:
      - has not yet reached the age of 18 years.
      - has not worked because he has been following training which the employer has given him the opportunity to attend.

   An employee does accrue holiday hours for the time she is unable to work as a result of pregnancy and labour.

   Note:
   For the statutory exceptions to the main rule, you are kindly referred to Annex 11F.

3. Is an employee entitled to holiday hours under the arrangements in paragraph 2 of this article? Then he will lose that entitlement if his employment contract ends before he has resumed work. But does his contract of employment end because this is required in accordance with a written medical opinion? Then he retains his entitlement to the holiday hours.

Article 54. Consecutive holiday

1. A consecutive holiday is generally taken between April 30 and October 1 and lasts 21 or more calendar days.
   If the interests of the company preclude a consecutive holiday of 21 or more calendar days, the consecutive holiday will last at least 14 or more calendar days. The employer will determine the consecutive holiday in consultation with the employee concerned if the employee submits a request to that effect in good time and if the remaining holiday entitlement is adequate.

   Note:
   It is advisable for the employer to inform the employee in January of each year about the number of holiday days to which the employee is entitled as at 1 January of that year.

2. Before 1 January, after consultation with the employee representation body or the employee delegation, the employer may decide when a consecutive holiday will be taken collectively. In individual cases, the employer and the employee concerned may agree not to take a consecutive holiday in this way.
   Companies with a works council required by the law must obtain the consent of the works council to decide that a consecutive holiday will be taken collectively.

Article 55. Determination of holiday days

1. The employer determines the individual holiday days in consultation with the employee. The employee must request individual holiday days at least two working days in advance. And his remaining entitlement to holiday days must be adequate. Does an employee want time off on a religious holiday for Dutch or foreign employees, 1 May or other public holidays not listed in Article 19(1)? Then he must take a holiday day for that purpose.

   Note:
   It is advisable for the employer to inform the employee in January of each year about the number of holiday days to which the employee is entitled as at 1 January of that year.

2. The employer may stipulate a maximum of 3 collective holiday days per year. He will do this after consultation with the employee representation body or the employee delegation. The employer will determine these days off as soon as possible. Paragraph 3 of this Article contains an exception to this rule.

   Note:
   See also Article 5.

3. An employer who works on a construction site may set more than 3 collective holiday days in a year. He will do this after consultation with the employee representation body or the employee delegation.

   Note:
   See also Article 5.

Article 55a. How many holiday hours does a holiday day cost?

Does the employee take a holiday day? In that case, as many hours as he would have worked according to his duty roster will be deducted from his holiday entitlement.

Article 56. Ongoing payment of salary during a holiday

1. During his holiday, the employee will remain entitled to the continued payment of his salary. We mean here the salary as stated by law, Section 7:639(1) of the Dutch Civil Code.

2. Does a company have a collective holiday? And is an employee's entitlement to holiday hours inadequate for that purpose? And is it not possible to work? In that case, this employee will continue to be entitled to the continued payment of his salary. We mean here the salary as stated by law, Section 7:639(1) of the Dutch Civil Code. The same applies to collective leave days.

Article 57. Netting of too many or too few holiday hours

1. Has an employee taken more holiday hours off during the course of his employment than he was entitled to? In that case, the employer may require him to make up for those hours. Or the hours will be deducted from the holiday hours that the employee will accrue thereafter.

2. As long as the employee is employed by the employer, he cannot be paid for holiday hours that he has not taken.

   Note:
   The provisions of paragraph 2 of this article do not contradict the provisions of Article 30 about exchanges.

3. Is the employee leaving the company? And has he taken more holiday hours than he was entitled to? The employer can then deduct these hours from the amount the employer still has to pay at the end of the employment contract.

4. Is the employee's employment contract coming to an end? And has he not taken a number of holiday hours? Then he must be paid for those holiday hours. The relevant amount paid is based on the salary as stated by law, Section 7:639(1) of the Dutch Civil Code.

   Note:
   The employee and employer may agree that, at the end of an employment contract, the employee can take the holiday hours to which he is still entitled as part of the notice period.

5. Does the employee's employment contract end during his probationary period or for an urgent reason? And did he take more, or fewer, holiday hours than he was entitled to? In that case, the employer will settle these hours with the employee as money.

6. Does the employment contract end of an employee who is a representative or sales officer? In that case, the employer calculates the payment for the excess or shortfall in hours taken by the employee.
   - For the purposes of this calculation, the employer uses the basic salary plus the commission earned. The date on which that commission is paid to the employee is not relevant here.
   - However, the commission will only be included in the calculation if the employee was actually entitled to commission in the period for which the employer is calculating the payment. The employer makes the calculation on the basis of the commission that the employee has earned in the last 12 calendar months before the end of his employment contract. Was the employee incapacitated for work in the last 12 calendar months before the end of the employment contract? In that case, the last 12 calendar months will count in which he actually did the job and was able to work.

7. At the end of the employment contract, the employee will receive a written statement from the employer of the number of holiday hours that have not been taken but that have been paid.

Article 58. When do holiday hours expire?

1. Is an employee incapacitated for work before the start of a holiday day or consecutive holiday set for him? In that case, he may take the holiday days or hours that he was unable to take at a later date. He must do so no later than five years after the last day of the calendar year in which the holiday entitlement arises.

2. The employee can save holiday hours or days. This derogates from the provisions of Section 7:640a of the Dutch Civil Code. Paragraphs 3 and 4 below set out the relevant rules.

3. Over a period of five years, the employee may save holiday hours or days up to a maximum of 26 times the agreed average weekly working time. These hours can then be used for an individual purpose determined by the employee himself.

4. If the employee wishes to take these saved holiday hours or days, he must let the employer know in advance:
   - If he wants to take 3 weeks or less, he must give three months' notice.
   - If he wants to take more than 3 weeks, he must give six months' notice.

Note:
The statutory rules for the elapsing of holiday entitlements can be found in Annex 11G.

Article 59. Holiday pay

1. The employee receives 8% of what he has earned in total since the previous 1 July as holiday pay. The provisions of Article 60 about the minimum holiday pay also apply here.
   The following components will not be included in the calculation of holiday pay, unless a company has other arrangements:
   a. Overtime
   b. Temporary reduction in working hours
   c. Travelling time outside daily working hours
   d. Expense allowances
   e. The thirteenth month
   f. Allowance for work outside the normal working day if the employee has received it for less than 30 days a year.
   g. Profit sharing and similar benefit plans
   h. One-off payments

   The allowances listed in Article 37 will be included in the calculation.

   Note:
   Example: An employee receives an allowance for work outside the normal working day for 34 days in a year. The entire amount that he has received as the allowance for these 34 days will be included in the calculation of the holiday pay.

2. Holiday pay is due on 30 June. Is the employee's employment contract coming to an end? Then the holiday pay is due when the employment contract ends.

3. Has the employee not worked during part of the year? In that case, in the following situations, an amount will be deducted from the holiday pay in proportion to the time that the employee has not worked:
   a. If the employee has not worked because he took time off for his own account.
   b. If the employee has not worked since the previous 1 July for any reason other than incapacity for work or a reduction in working hours. The first month does not count: he will receive holiday pay for that month.

4. Is the employee a representative? Then the following counts as salary: the basic salary from 1 July to 30 June inclusive, plus the commission paid to the employee during that period. The maximum amount for holiday pay for representatives is 8% of three times the statutory minimum wage a year.

Note:
We recommend that employers make agreements about holiday pay with employees returning to the company after military service.

Article 60. Minimum holiday pay

The overview shows the minimum holiday pay with the following information:

- Which employees receive the minimum holiday pay?
- In which period does the new minimum holiday pay apply?
- During this period, what is the amount per month or per four-week period?

	For which employees?		Period:	Minimum holiday pay	
	The employee is employed by the company on or after:	The employee is 21 years or older but is not yet entitled to state pension payments:		Per month	Per four-week period
1	1 June 2019	30 June 2019	1 June 2019 – 1 December 2019	€169.50	€155.89
2	1 December 2019	30 June 2019	1 December 2019 – 1 July 2020	€175.43	€161.34
3	1 July 2020	30 June 2020	1 July 2020 – 28 February 2021	€181.57	€166.99
4	1 March 2021	30 June 2020	1 March 2021 - and later	€183.26	€168.54

Note:
The minimum holiday pay applicable from 1 June 2019 onwards goes up by the following percentages at the following times:

- 1 December 2019: 3.50%
- 1 July 2020: 3.50%
- 1 March 2021: 0.93%

Chapter 9 Leave

Article 61. When can an employee take a short period of leave?

In a number of exceptional situations, an employee will be granted time off during working hours if this is necessary. He will continue to receive his salary. We call this 'short leave'. The situations are listed in the table below. A description is also given of how long the employee will be granted leave in these situations.

In these situations, the statutory provisions relating to the continued payment of salary in the event of illness, pregnancy or labour (Section 7:629(3) and (4) of the Dutch Civil Code) do not apply.

		Situation	How much leave?
a	–	The employee's partner dies.	4 consecutive days.
	-	A child or foster child living with the employee dies.	
b		The employee is getting married Or The employee enters into a registered partnership.	2 consecutive days.

c	–	The employee's partner gives birth.	1 day.
	-	The employee adopts a child.	
	-	One of the following relatives of the employee is getting married. The parent, parent of the partner, child, grandchild, brother, sister, or brother or sister of the partner. Or This relative enters into a registered partnership.	
	-	One of the following relatives of the employee dies: Parent, partner of the parent, parent of the partner, child or foster child not living with the employee, brother or sister.	
	-	The employee attends the funeral of one of the following relatives: Parent, partner of the parent, parent of the partner, child or foster child not living with the employee, brother or sister. One of the following relatives of the employee dies. Grandfather or grandmother, grandfather or grandmother of the partner, grandchild, son-in-law, daughter-in-law, brother or sister of the partner, partner of own brother or sister, partner of brother or sister of partner. Or The employee goes to this relative's funeral.	
	-	The employee's 25th wedding anniversary and 40th wedding anniversary.	
	-	Examination for compulsory military service. Will the employee receive compensation for this from the Ministry of Defence? In that case, the employer is not required to continue to pay the salary for this short leave.	
	-	The profession of a child, brother or sister of the employee. Or the priestly ordination of a brother or child of the employee.	

	-	The 25th, 40th, 50th and 60th wedding anniversary of the employee's parents. Or of the parents of the employee's partner.	
d	–	The employee is required to sit an examination for a diploma or certificate. Also for the resitting of an examination where necessary. By this, we mean diplomas or certificates under the Dutch Education and Vocational Training Act.	As long as is necessary for the examination.
	-	The employee is required to sit a vocational examination for another recognised diploma. But only if he sits his examination in the interest of the company.	As long as is needed to sit the examination. But not more than 2 days. Is more time needed? In that case, the employer makes a reasonable decision about how long the employee will be granted leave in addition to the two days.
e	–	If the employee is required by law or the government to do something. Only if this is something that the employee himself must do. And it must be something for which he does not receive payment.	The employer makes a reasonable decision about how long the employee will be granted leave. But not more than 1 day.
f	–	If the employee is going to vote in an election. (Entitlement to vote)	Maximum of 2 hours.

Who do we mean by partner in the table above?

- Employee's partner:
  - The employee's spouse or registered partner.
  - The person with whom the employee has an 'enduring joint household'. But not the parent, brother or sister of the employee. And the employee must have previously informed the employer of the name of this person.
- Partner of the employee's parent:
  - The parent's spouse or registered partner.
  - The person with whom the parent has an 'enduring joint household'. But not the parent, brother or sister of that parent.

Notes:

- The agreements that apply when the employee needs short leave to go to the doctor can be found in Annex 7a.
- Does an employer have a young employee who attends night school? If so, we advise the employer to give this employee time off in good time for that purpose.
- Short leave is certainly not extra holiday! Is one of the events in the table during a holiday or on a day off, for example? In that case, the employee will no longer be entitled to the short leave after that holiday or day off. Unless short leave is still required at that time as a result of that event.
- For more information about parental leave, see the Introduction of Additional Birth Leave Act (Cradle Act, for example on overheid.nl).

Article 62. When can an employee take exceptional leave?

1. Is an employee a member of an employees' organisation? He will then be given time off in a number of situations. But only if the employees' organisation has asked the employer in time. The situations are listed in the table below.
   An indication is given in each case of how much leave the employee will be granted and whether or not his salary will continue to be paid. May the employer refuse to give the employee time off in these situations? Only if he can plausibly demonstrate that the time off would be seriously deleterious to the company's interests. Or that taking time off would seriously jeopardise the normal performance of the employee's duties.

	Situation How much leave?	Ongoing payment of salary?
a	If the employee attends a meeting of his employees' organisation as an official delegate:	As long as is required. in order to go to the meeting.
	- Congress, members' parliament, company group division, national company group council, sector council of Metal and Engineering (FNV).	Yes
	- Congress, union council, sector council, collective labour agreement committee, district committee (CNV Vakmensen).	

	-	Congress, executive council, business group board, national business group meeting (De Unie).	
b		If the employee participates in courses or other training provided by his employees' organisation	As long as it takes to attend. No

Note:
See also the provisions of item 3 in the foreword to this collective labour agreement about union officials.

2. Is the employer a member of the Accountability Council of the Stichting Pensioenfonds Metaal en Techniek? And is there a meeting of the Accountability Council? The employee will then be granted time off for the time required to attend the meeting. He will continue to receive his salary.

Article 63. When will the employee be granted leave without the continued payment of his salary?

1. Does an employee have a statement from his previous employer stating that he still had holiday days left? Then he is entitled to unpaid leave for the same number of days.

2. Does the employee not inform his new employer about these holiday days before entering into his new employment? In that case, the employer is not obliged to grant the employee the right to this unpaid leave.

Article 63a. Life-phase arrangements

Expired.

Article 64. Involuntary absence

1. Is the employee unable to work due to involuntary absence as defined in Section 7:628 of the Dutch Civil Code? In that case, the employee will be paid his salary plus any shift allowance unless all or part of the absence from work can reasonably be deemed to be for the account of the employee pursuant to Section 7:628 of the Dutch Civil Code.

Note: See Annex 11P for the text of Section 7:628 of the Dutch Civil Code

2a.1. There are exceptions to the rule in paragraph 1. In that case, the employer is not required to continue paying the salary and any shift allowance after a waiting period to be determined below (see Article 2b). This is deemed to be involuntary absence preventing the employee from working. The following conditions must be met:

- exceptional natural circumstances preventing or rendering impossible any work: frost, ice, snow, slippery roads or thaw and also strong winds, high water and/or flooding and
- the employer has notified the UWV in good time, and
- the employee is entitled in this respect to a payment pursuant to Article 18 of the Unemployment Act.

2a.2. A day on which work is not possible occurs when there is frost, ice, snow, slippery roads or thaw

if no work is performed on a working day in a winter season (the period from 1 November of any year up to and including 31 March of the following year) due to these conditions and if one of the following conditions is met:

a. the measured temperature between 00:00 and 07:00 has been below –0.5 centigrade;
b. slippery roads, for example due to black ice;
c. thaw/resulting problems: the ground is frozen after a period of frost, making it impossible to work, for example because of a ban on digging or breaking the ground imposed by the government.

The measurement from the KNMI weather station in the postcode area where the employee is working or would have been working will be used to determine the conditions referred to under a.

2a.3. A day on which work is not possible occurs due to strong winds if no work is done on a working day in the calendar year because of strong winds when the following condition is met:

a. the KNMI issues a code red warning.

The measurement from the KNMI weather station in the postcode area where the employee is working or would have been working will be used to determine this condition.

2a.4. A day on which work is not possible occurs due to high water and/or flooding in so far as on a working day in a calendar year no work is done due to or as a result of high water and/or flooding.

2b. The first days on which the employee cannot work are referred to as the 'waiting period'. During a day during the waiting period, the employer must continue to pay wages as referred to in Article 64(1) of the collective labour agreement. After the end of the waiting period, the employer may apply to the UWV for unemployment benefit on behalf of the employee. The following waiting periods apply to each of the exceptional natural circumstances referred to above:

- in the event of frost, ice, snow, slippery roads or thaw in a winter season, 2 days;
- in the event of strong winds in a calendar year, 2 days;
- in the event of high water or flooding in a calendar year, 2 days.

2c. For each day that the employee is unable to work, the employer will report this to the UWV in accordance with the implementing rules using the form provided by the UWV for this purpose.

2d. If a day as referred to above is reported to the UWV, the employee may not perform any work/substitute work on that entire day. In addition, in the circumstances referred to in this paragraph, the employer must inform his employee before 10 a.m. that he does not have to come to work that day or actually send the employee home.

2e. The employer must comply with all the relevant rules. Those rules can be found on the websites of UWV and the parties to the collective labour agreement. Checks take place on compliance and, in the event of improper use and/or abuse, sanctions will be imposed by the UWV.

3 Every day after the expiry of the waiting period referred to above that the employee is unable to work due to the voluntary absence as referred to above under 2a to 2e inclusive, he may receive a benefit pursuant to the Unemployment Act. If the employee receives that benefit, the employer will top it up to the salary the employee would otherwise receive. The employer also pays any shift allowance.

In the event of a prolonged period of frost or high water, the employer is required to make

this top-up payment for a maximum of two weeks. What counts here as a single period to determine whether these two weeks have come to an end? A new period will not start after a short interlude. A new period can begin only if employees have gone back to work for a period of three or more consecutive days. But only if the in voluntary absence is still due to frost or high water.
Does an employee not receive any benefits under the Unemployment Insurance Act? And is that a result of an eligibility requirement? In that case, he is entitled to the payment of 100% of the salary by the employer.

4 Does the employer introduce a temporary reduction of working hours? And has the government granted approval for that reduction? In that case, the employer will not pay salary for the time the employee does not work. This also includes a reduction of working hours to a week of 0 hours.
In this situation, is the employee entitled to benefit under the Unemployment Insurance Act? In that case, the employer will top up this benefit to the salary that the employee would otherwise receive.

5 Does an employee work less than 15 hours a week? And are his working times not exactly clear? Or is there no clear record of how many hours the employee works? In that case, Section 7:628 of the Dutch Civil Code will not apply in the first year of the employment contract. This is therefore a derogation from the provisions above in paragraphs 1 to 4 inclusive.

Note:
Involuntary absence will not result in the termination of the employment contract.

Chapter 10 Incapacity for work

Article 65. What do we mean by 'incapacity for work'?

1. In this chapter we use the term 'incapacity for work' to indicate that an employee is unable to work as a result of illness, an accident, a defect, pregnancy or labour. We follow the definitions of these terms in the Sickness Benefits Act (ZW) and the Disability Insurance Act (WAO).

2. Where we refer in this chapter to the first day of an employee's incapacity to work, we mean the first day on which the employee did not work due to incapacity for work. He may also have stopped working that day during working hours. We also refer to this as the first day of illness.

3. A number of agreements in this chapter relate to the number of days in which someone is incapacitated for work. These are all days on which an employee has not been able to work due to incapacity for work when, according to his duty roster, he would have been working. Which other days count?
   a. Is the employee ill on a day covered by arrangements for the reduction of working hours? Then this will count as a day of incapacity for work.
   b. Does the employee have a duty roster in which his working hours are spread over four days instead of five? Then he has one day a week on which he does not work as a result of that duty roster. These days also count. By this we mean a duty roster as described in Article 18(4) of this collective labour agreement.

Article 65a. Supplementary invalidity pension

1. There is a company, 'N.V. Schadeverzekeringen Metaal en Technische bedrijfstakken' which exists to offer and provide a number of insurance policies as described in the terms and conditions. These are policies that cover the financial risk of incapacity for work. The company also arranges for policyholders to pay premiums and for the payment of benefits to people who are incapacitated for work.

2. A separate collective labour agreement sets out exactly how the company works: the collective labour agreement for Supplementary Invalidity Pension for the Metal and Engineering Industries.

3. The employer can recover a maximum of 50% of the differentiated WGA premium from the employees. We mean the differentiated WGA premium minus the supplement for the interest-rate gap.

Article 66. Reporting sick

1. If an employee is sick and unable to work, he should report sick to his employer or have someone do so on his behalf. If the employee does not come to work on the first day of illness, he must report sick or have someone do so on his behalf no later than 9 a.m.

   Note:
   Annex 7 Code of Conduct relating to Incapacity for Work sets out what employees should do if they are ill.

2. To prevent abuse: If the employer makes a plausible case that the employee has reported being incapacitated for work when they are not, the employer may choose:
   a. He counts the employee's first day of illness as a day off. For this purpose, holiday hours are deducted from the number of holiday hours to which the employee has been entitled.
      or
   b. The employer does not pay salary for the first day of illness.

Article 66a. Pregnancy leave and maternity leave

Pregnancy and childbirth are covered by the provisions of Articles 3:1 and 3:3 of the Work and Care Act. They can be found in Annex 11k.

Article 67. How much salary does an employee who is unable to work receive?

1 a. Is the employee incapacitated for work in whole or in part? In that case, the employer pays the employee the salary that the employee would have earned if he had been able to work for a maximum of 24 months. The employer pays 100% of that salary for the first six months. And 90% for the next 18 months.

b. Does an employee resume work for part of the time during this 24-month period? Or is he going to work for therapeutic reasons? In that case, he will receive 100% of the salary that he would have earned if he had been able to work. He will receive that salary until the end of the period of 24 months at the latest.

   Note:
   By 'work for therapeutic reasons' we mean the period during which the employee works on the basis of a structured plan that the occupational health and safety physician or company doctor has drawn up with the employee. The aim of the plan is for the employee to recover from his illness by returning to work. This is work for which there is no salary, or less salary.

c. Has it been found that an employee has no prospect of recovery? And has it been established that he has no remaining earning capacity? In that case, a different rule from the one in Article 67(1)(a) applies. He will be paid 100% of the salary he would have earned if he had been able to work. He will receive this for the first 24 months of his incapacity for work at most.

Are the employer and employee unsure whether this rule applies to the employee? In that case, the employee can apply to the UWV for an IVA benefit (Income Provision (Fully Disabled Employees) Regulation) during the first two years of his incapacity for work. The company doctor must write a statement to accompany this application. It will be sent with the application. The statement must state that the company doctor believes that the employee is fully incapacitated for work and will remain so. And that there is no prospect of the employee recovering. The company doctor must also rely on a statement from the medical specialist treating the employee.

2. Is the employer continuing to pay the incapacitated employee his salary? The following amounts are then deducted:
   a. Benefit that the employee receives from an insurance policy required by law. Even if the employee is not receiving this benefit but could do so.
      Has the UWV found that the employee is not entitled to part of a benefit of this kind? For example, because the employee has not observed certain agreements? In that case, the entire benefit will be included in the calculation made by the employer.
   b. A benefit from the insurance for supplementary validity pension insurance that the employee receives from 'N.V. Schadeverzekeringen Metaal en Technische bedrijfstakken'. Does the employee not have this insurance? In that case, this benefit is still included in the calculation made by the employer. But does the employee not have this insurance due to acts or omissions of the employer? In that case, the benefit will not be included in the calculation.
   c. The amount that the pension fund (PMT) does not deduct from the employee's benefit due to a premium waiver. But only if the employer has deducted the employee's share of the pension premium from the employee's salary when the employee was not yet incapacitated for work. This rule does not apply to employees who were already incapacitated for work for one year or more on 1 April 2003.

3. In this article, 'salary' means the salary as referred to in Section 7:629(1) of the Dutch Civil Code.

4 By way of derogation from paragraph 1 of this Article, the following applies:
   a. The employer is not required to continue to pay more than 70% of the salary if the employee has become incapacitated for work as a result of work that contravenes Article 26 of this collective labour agreement.
   − The employer is not required to continue to pay salary as referred to in (1) in the situations described in Section 7:629(3) of the Dutch Civil Code.
   b. The employer is not required to continue to pay salary as referred to in (1) if the employee has an entitlement pursuant to the Unemployment Act only.

Note:
Pursuant to the first sentence of paragraph 4(a), does the employer have to continue to pay only 70% of the salary of an employee who is incapacitated for work? But is that amount to be paid less than the statutory minimum wage? In that case, the employer pays the statutory minimum wage.

5 Has the employee not been incapacitated for work for the entire period and has he worked in the interim? In that case, the employer may add up these periods to calculate how many months an employee has been incapacitated for work. The calculation is important for the

agreements in paragraph (1) of this article. In the following situations, the employer may add up different periods.

a. The incapacity for work is due to the same cause. And there is no more than six months between the different periods.

b. The incapacity for work is due to different causes. And there is no more than four weeks between the different periods.

6 The employee must comply with the agreements in the Code of Conduct on Incapacity for Work. That Code of Conduct also states what the employer can do if an employee does not comply with the agreements. The Code of Conduct on Incapacity for Work can be found in Annex 7 of this collective labour agreement.

Note.
The text of Section 7:629 of the Dutch Civil Code can be found in Annex 11J.

Article 67a. Reintegration

1. In this article, an occupationally disabled employee is understood to be an employee in the Metal and Engineering sector with disabilities in the sense of the Work and Income according to Labour Capacity Act (WIA).

2. a. An employee whose earning capacity is reduced to less than 35% in the context of the WIA and who engages in work in line with his remaining earning capacity will receive a salary that is equal to his former salary, less the percentage of his modified earning capacity. If the employee has taken out insurance for that reduced earning capacity with N.V. Schadeverzekering Metaal en Technische Bedrijfstakken and is employed by an employer in the Metal and Engineering sector, the employee will receive a supplement to his salary in accordance with the applicable policy conditions. An employee who receives a supplement as referred to in the previous sentence and who enters into a new employment contract with another employer in the Metal and Engineering sector is required to report the fact that he is receiving the supplement to the new employer before entering into the new employment contract.

b. An occupationally disabled employee whose earning capacity is reduced to 35%-80% in the context of the WIA and who, for the purposes of his reintegration, accepts appropriate employment with his own employer and as a result takes up a job with a lower salary will receive a personal supplement to the salary for a period of up to 24 months starting when he takes up the new job, subject to the provisions set out in (c) below. The period of the continued payment of salary as referred to in Article 67(1)of the collective labour agreement prior to taking up the job as referred to here and the period during which the personal supplement as referred to in the previous sentence is paid cannot exceed 42 months in total. If that period is longer, the personal supplement lapses after those 42 months. The amount of this supplement is equal to the difference between the salary of the old job and the new lower salary. After the end of the aforementioned period, the provisions of Article 36 of the collective labour agreement apply to the employee.

c. For the purposes of the calculation of the supplement referred to in paragraph b above, the salary that the employee was earning at the time of being incapacitated for work will be calculated pro rata over the working time of the employee in the new appropriate employment.
d. For the purposes of the calculation of the difference referred to under a, the amount by which any WIA benefit or the benefit referred to in Article 67(2)(b) of the collective labour agreement is increased after acceptance of the appropriate employment, or the amount of any other - full - financial benefit other than the WIA benefit to which the employee is or could be entitled by virtue of any insurance required by law, will be added to the new salary.

Notes:

1. Article 67a(2) stipulates that an employee younger than 55 years of age will, after accepting appropriate employment, continue to earn the same salary as he earned before he accepted the appropriate employment for a maximum period of 27 months (in other words, 24 months and 3 months pursuant to Article 36 of the collective labour agreement).
2. For the purposes of the calculation of the supplement pursuant to paragraph c, the working hours for the new appropriate employment will be taken into account and the new salary, including benefits as referred to in paragraph d, will also be taken into account.

Examples:

1. Employee works 38 hours a week and has a salary of €2000 a month. He becomes incapacitated for work and the employer has other appropriate employment for 38 hours a week with a salary of €1800 a month. The difference between the salary before and after the incapacity for work is €200 a month. Consequently, the employee will receive a supplement of €200 a month for 27 months.

2. Employee works 38 hours a week and has a salary of €2000 a month. He becomes incapacitated for work and the employer has other appropriate employment for 19 hours a week with a salary of €800 a month. The incapacity benefit is increased by €100 after he accepts the appropriate employment. The salary for incapacity for work should be converted to the working time of the new appropriate employment:

   50% (from 38 hours to 19 hours) of €2000, which is €1000. The supplement would then be €1,000 (50% of the salary at the time of the incapacity for work) less €800 (the salary for the new appropriate employment), which is €200. Given the fact that the incapacity benefit was increased by €100 after the acceptance of appropriate employment, this amount must be added to the new salary so that the final difference is €100, which is the supplement that must be paid for 27 months.

3. If, after commencing appropriate employment with his own employer, the employee becomes incapacitated for this appropriate employment as well, the following applies:
   a. If the employee becomes incapacitated again within six months of commencing appropriate employment with his own employer, the employer is obliged, for the remaining part of the 24-month period referred to in Article 67(1), to continue paying the employee the salary he earned before he accepted the appropriate employment. The remaining part referred to in the previous sentence is the maximum period of 24 months less the period between the start of total or partial incapacity for work and the acceptance of appropriate employment. The provisions of Article 67a(2), b to d inclusive, no longer apply in this case.

   b. If the employee becomes incapacitated for work again after six months following the commencement of suitable employment with his own employer, the employer is obliged, pursuant to Article 67, to continue paying the salary for a period of no more than

24 months that the employee would have earned while incapacitated for work, in other words the salary corresponding to the suitable employment which the employee has started to perform. In addition, the provisions of Article 67a(2), b to d inclusive, continue to apply for the remainder of the period referred to in Article 67a(2)(b).

Note:

An employee who becomes incapacitated for work again within six months of starting appropriate employment with his own employer as described in paragraph 3(a) will retain the rights he would have had if he had not started appropriate employment; the operation of Article 67 is suspended during the period when he was performing appropriate employment. An employee who becomes incapacitated for work again more than six months after the start of appropriate employment with his own employer will retain the right to the personal supplement acquired with the acceptance of the appropriate employment for the remaining period and furthermore the rights referred to in Article 67, with the new salary as the basis for the obligation to continued payment of salary.

4. The occupationally disabled employee who, for the purposes of reintegration, is seconded to, or goes to work for, another employer in a probationary capacity will retain, during that period, the employment conditions of the employer initiating the secondment or probationary position.

5 a. If an occupationally disabled employee engages in appropriate employment for a new employer for the purposes of reintegration, the following applies on condition that the reintegration meets the following criteria:

- the reintegration with the new employer is implemented with the help of a recognised reintegration company in accordance with the law;
- the reintegration takes place within the maximum period of 24 months as referred to in Article 67(1);
- the provisions of paragraph 6(a), (b) and (c).

5 b. The employer may be eligible for an indemnification of 50% of the costs up to a maximum of €2,500 for the appointment of a reintegration company for the 'second track'.

See http://vakraad.nl/subsidie_tegemoetkoming.htm for more information.

6 a. The employer whose employment the employee, as referred to in paragraph 5, leaves, earning a lower salary as a result, will pay the employee, at the end of his employment, a one-off amount calculated as follows:

The difference between the salary that the employee earned when he was incapacitated for work and the salary that he will earn after his reintegration, plus any payments as referred to in Article 67(2)(b) and (c), during the remainder of the maximum of 24 months as referred to in Article 67(1).

For the purposes of the calculation of the payment referred to above, the salary that the employee was earning at the time of being incapacitated for work will be calculated pro rata over the working time of the employee after his reintegration. The following also applies to the calculation of this sum:

The one-off amount is a maximum of 30% of the salary that the employee would have earned during the remainder of the maximum of 24 months referred to in Article 67(1) in the position in which he was working when he became incapacitated for work.

Note:

Examples of the calculation of the one-off amount referred to here:

1. Employee has a salary of €3000 and becomes incapacitated for work. After six months, the employee reintegrates with another employer, receiving a salary of €2500. The remaining period referred to in Article 67 of the collective labour agreement is 24 less 6 months, which is 18 months. The difference in salary is €3000 less €2500, which is €500. Calculated over a period of 18 months, this results in an amount of €9000. 30% of €2000 over 18 months is €10,800. The calculated amount is covered by the '30% rule'; the one-off amount to be paid is therefore €9000.

2. The same situation described under 1 except that the salary after reintegration is now €2000. The difference in salary is then €1000. Calculated over a period of 18 months, this gives an amount of €18,000. However, the one-off sum payable is capped at €10,800 (the 30% rule); the one-off amount to be paid is therefore €10,800 in this case.

3. Employee has a salary of €2000 and becomes incapacitated for work. After 14 months the employee reintegrates with another employer, receiving a salary of €1000. In addition, as a result of his incapacity for work, the employee receives an incapacity benefit of €400. The remaining period referred to in Article 67 of the collective labour agreement is 24 less 14 months, which is 10 months. The difference in salary is €2000 less €1000, plus invalidity benefit of €400, which is €600. Calculated over a period of 10 months, this results in an amount of €6000. 30% of €2000 over 10 months is €6000. The calculated amount is covered by the '30% rule'; the one-off amount to be paid is therefore €6000.

6 b. The employer whose employment the employee, as referred to in paragraph 5, leaves will receive an amount of up to €2500 from the *Vakraad* if the reintegration company has the Blik op Werk quality seal.

6 c. An employer who receives an amount from the *Vakraad* as referred to in paragraph b will pay €1,000 to the employee referred to in paragraph 5 unless the *Vakraad* settles on a different amount. This amount will be in addition to any payment made pursuant to paragraph a.

Note:

The *Vakraad* can be contacted for information about the conditions under which the amount referred to in b can be paid (see Article 7 of this collective labour agreement).

7. If the employee who is incapacitated for work does not accept the appropriate employment offered to him for the purposes of reintegration with his own or a new employer, the following applies:
   a. The continued payment of salary may be terminated. This will not be the case if, for the first time since he has become incapacitated for work, the employee exercises his entitlement to request a second opinion from the UWV in accordance with Section 7:629a of the Dutch Civil Code. In that case, the employer is obliged, for a maximum of four weeks after the request for a second opinion, to pay 70% of the amount that he is required to continue paying to the employee pursuant to Article 67 of the collective labour agreement. The employer will also be required to pay the costs for the second opinion.

   b. The employer is obliged to pay the remaining 30% of the obligation to continue to pay salary as referred to in Article 67 of the collective labour agreement over the period of no more than four weeks as referred to in paragraph (a) only if the employee is found to be in the right after the second opinion as referred to in paragraph (a).

   c. If the occupationally disabled employee also rejects a second offer of appropriate employment during the same period of incapacity for work, the continued payment of wages may once again be terminated. If the employee asks for a second opinion from the UWV, the provisions under a and b will apply as an advance payment on the understanding that if the employee is found to be in the wrong in this second opinion, the employer may net or reclaim the advance payment made over that period of no more than four weeks.

Article 68. Holiday pay for employees who are incapacitated for work for a longer period

If an employee has been incapacitated for work for a longer uninterrupted period of time, he retains his entitlement to holiday pay for a maximum of 24 months. Is this employee entitled to holiday pay under insurance required by law? That payment will be deducted from the holiday pay he receives from the employer.

If the employee has reached the state pension age, this entitlement will not apply to him.

Article 68a.

Expired.

Chapter 11 Pension and Death Benefit

Article 69. The Metal and Engineering Pension Fund

1. In this article, we use the following definitions:
   - Pension fund: Stichting Pensioenfonds Metaal en Techniek in The Hague (PMT).
   - Pension regulations: The pension regulations of the pension fund as approved by the Minister of Social Affairs and Employment. *
   - Employee: the persons who are employees according to Article 2 of this collective labour agreement and who participate in the pension scheme in accordance with the pension regulations.

2. The pension regulations determine how much premium the employer has to pay to the pension fund for each employee. The regulations also describe exceptions in this respect. The premium comprises a number of components. The VPL component (early retirement, pension and life-phase) is for the account of the employer. The employer is entitled to deduct a part of the remaining premium from the employee's salary. This is known as 'the right of deduction'. The employer is entitled to deduct the following percentage: half of the premium percentage not covered by the VPL component, less a percentage based on 0.57% of the total of all wages in the industry, the wage bill. PMT calculates the premium percentage for the premium base.

Notes:

1. There are cases where the employer is exempt from paying premiums. Or in which he is not required to pay a premium for the employee. For an overview of these cases, you are referred to the pension regulations.
2. Is the employer not a member of an employers' association that is a signatory to this collective labour agreement? In that case, he and his employees must still be members of the pension fund. This is stated in the Mandatory Obligation Decision of the Minister of Social Affairs and Employment. That decision also sets out exceptions to this rule.
3. Has an employee died? In that case, the employer informs the PMT pension fund accordingly. PMT may then pay a surviving dependent's pension or orphan's pension to surviving relatives.
4. The amount that the employer may deduct from the employee's salary for pension contributions is stated on the site of the *Vakraad*: www.vakraad.nl and on the site of the Stichting Pensioenfonds Metaal en Techniek: www.bpmt.nl.

* You can ask for a copy the pension regulations from Stichting Pensioenfonds Metaal en Techniek, P.O. Box 30020, 2500 GA The Hague, www.bpmt.nl.

Article 70. Death benefit

Has an employee died? In that case, the employer must pay a benefit to the persons who are 'surviving relatives' under Section 7:674 of the Dutch Civil Code.
The benefit will be the equivalent of the salary the employee would have received immediately prior to death. The period starts on the day after the death and continues until the last day of the second month after the month in which the employee died.

Note:
The legal text relating to this area can be found in Annex 11H. Section 7:674 of the Dutch Civil Code.

Chapter 12 Education

Article 71. Employees who are required to follow education or obtain a qualification

Is a young employee still required to obtain a qualification pursuant to the Compulsory Education Act? In that case, he must attend school for a number of days per week. His working week is therefore shorter than the standard working week in Article 18: the number of days he has to go to school are deducted from that working week. The employee and the employer can make other agreements in this respect.

Note:
Apprentices who are required to obtain a qualification must follow a full education programme. This does not always mean that they have to go to school five days a week. They can also combine study and work. They can follow one of a number of educational options:

- Preparatory secondary vocational education (vmbo)
- School-based learning pathway (bol) in secondary vocational education (mbo)
- Training on the job learning pathway (bbl) in secondary vocational education (mbo)
- Senior general secondary education (havo)
- Pre-university education (vwo)

Young people are not allowed to work full-time as long as they are still required to obtain a qualification. Not even if they are in between two courses, for example.

Article 72. Part-time education

1. Is an employee required to obtain a qualification? And is he following training through the training on the job learning pathway (previously known as an apprenticeship) under the Education and Vocational Training Act? In that case, the employer may conclude an employment contract with this employee for a normal working week, as stated in Article 18. The employer may also stipulate a shorter working week in the employment contract. The employment conditions for employees following a course of training can be found in Annexes 8a and 8b.

2. The following situation is governed by provisions that are different from those in paragraph 1 of this article. The other arrangement applies to employees aged 17 and over who have entered into a training on the job agreement with the employer to follow training. By this we mean the BBL training levels 2, 3 or 4 in accordance with the Education and Vocational Training Act. These employees go to school one day a week. They are paid their salaries for this weekly school day. But only if they have agreed a working week of 32 hours on average with their employer. That amounts to four days of work and one day at school.
   The associated condition is that the employee works for the employer on the days when he does not attend school and receives a salary.

   Has the employee agreed a working week of less than 32 hours? Then he will be paid a pro rata salary for the weekly day at school. In this case also, the employee works for the employer on the days when he does not attend school and receives salary.

Note:

a In most cases the employer knows when he signs the training on the job agreement whether the apprentice can follow daytime education.
b Truancy is the responsibility of the apprentice.
c A student with a working week of less than 32 hours will receive a salary for his weekly day at school. The employer calculates this as follows:

Average number of working hours a week / 32 x 100%

Examples:

- Does the student have an average of 24 working hours a week? Then he receives a salary for 24/32 x 100%
  = 75% of his weekly day at school.
- Does the student have an average of 16 working hours a week? Then he receives a salary for 16/32 x 100%
  = 50% of his weekly day at school.
- Does the student have an average of 8 working hours a week? Then he receives a salary for 8/32 x 100% = 25% of his weekly day at school.

3. The employer may stipulate as a condition that the employee will not terminate the employment contract during his training. Or that he must continue to work for the employer for a certain period of time after his examination.
   This condition of a prohibition on the termination of the employment contract may not apply for more than a maximum of one year after taking the examination. We mean here the examination that the apprentice takes in accordance with the Education and Vocational Training Act. It is not relevant whether the apprentice passes the examination or not.
   The employer and the employee must put this agreement in writing. And they must do so before the apprentice begins training.

4. Does the employee end the employment contract earlier than agreed? Then he must pay compensation to the employer. He must pay back the salary he has received for his days at school. As well as the training-related expenses that the employer may have paid for the employee. Books or travelling expenses, for example.

   Note:
   We recommend that the employer and employee record the agreements referred to in paragraph 4 in the written agreement. We refer here to the written agreement mentioned in paragraph 3.

Article 72a. Compulsory training

Does the employer require the employee to attend training in the hours not included in his duty roster? Then he will receive compensation from the employer.

Article 72b. Training day

1. An employee is entitled to one paid training day a year. This is not the case if the employee is following standard training as part of a course that is co-financed by the State.

2. The employee and the employer will decide in mutual consultation what the employee will do on this training day. The employee's activities must comply with the training policy of the industry.

3. The employee may save his annual training day. He may do so for up to three years so that he can follow a three-day course.

Article 73. Completing an EVC test

Has an employee been employed by the same employer for five years? In that case, once every five years, he may take an EVC test to obtain an experience certificate (Erkenning Verworven Competenties/Recognition of Acquired Competences). We refer here to an EVC test that has been approved by the industry. The employee's salary will continue to be paid on the day of the test.

Note:
The industry's Education & Development fund may pay for the costs of the EVC test.

Chapter 13 Employment

Article 74. Employment

1. Are there vacancies with the employer because employees have left the company or retired? In that case, the employer will try to fill these vacancies again. He does this to maintain the level of employment.

2. Is there a vacancy in the employer's company? In that case, he will give his employees the opportunity to apply for it.

3. Is the employer unable to fill the vacancies with his own employees? In that case, he will report these vacancies directly to the UWV. He will clearly describe the position and the requirements for candidates.

4. The provisions of paragraph 3 of this article also apply to part-time jobs.

5. Has the employer found someone for a vacancy? Then he will report to the UWV accordingly.

6. An employer may not put an employee to work and pay for it if he is not a member of his workforce. But this is allowed if this person has permission to that effect from his own employer.

7. Does an employer have a temporary shortage of employees? And does he therefore wish to call on the services of a temporary agency? In that case, he will inform the company's employee representation body or the employee delegation accordingly.

   Note
   See also annex 9.

Article 74 a. Generation pact

1. Is an employee 62 years of age or older? Then he can submit a request to work shorter hours for a given percentage of his original salary and pension accrual based on 100% of his original salary. This is a percentage of the normal working hours as stated in Article 18(1) of this collective labour agreement. The employer can decide whether or not to grant the employee's request.

2. There are three possibilities:
   a. The employee works 60% of his normal working hours. He earns 80% of his original salary. He accrues a pension based on 100% of his original salary.

b. The employee works 70% of his normal working hours. He earns 85% of his original salary. He accrues a pension based on 100% of his original salary.

c. The employee works 80% of his normal working hours. He earns 90% of his original salary. He accrues a pension based on 100% of his original salary.

3. As of 1 January 2020, an employee aged 60 years or older is entitled to the option under 2(c) in accordance with the Generation Pact Regulations, which set out further conditions.

4. The Generation Pact Regulations can be found in Annex 10c. They are a part of this collective labour agreement.

Article 74b.

Expired.

Article 74c.

Expired.

Chapter 14 Final provisions

Article 75. Derogation from this agreement and subsequent effects

1. Applications for authorisation to derogate from this agreement will be submitted to the *Vakraad*. The *Vakraad* may grant dispensation with respect to one or more provisions of the collective labour agreement if, on the basis of compelling arguments, the application of those provisions cannot reasonably be required. Arguments will be considered to be compelling if, in particular, the specific company situation differs in essential respects from other companies that may be considered to be covered by the collective labour agreement.

2. Rights arising from the provisions of previous collective labour agreements will lapse when this collective labour agreement comes into effect. They will be replaced by rights deriving from the provisions of this collective labour agreement. This collective labour agreement will, in so far as it gives rise to fewer entitlements, take precedence over previous collective labour agreements.

Article 76. How long will this collective labour agreement apply?

1. This collective labour agreement is effective 1 June 2019.

2. It will terminate automatically on 30 September 2021. No notice of termination is required.

3. Has this collective labour agreement terminated and is there a business council in an industry? In that case, that business council must settle matters pending at that time.

Article 76a. Suspension of industrial action

1. The employees' organisations that are signatories to this collective labour agreement undertake in any case not to organise strikes during the period covered by this agreement with the objective of modifying the provisions of this agreement, or to tolerate the organisation of strikes by its members.

2. If one or more trade unions intend to strike or take other action not covered by paragraph 1 which will affect the normal operations of the company, that trade union will notify the *Vakraad* Foundation and the employer concerned. Following such notification, consultations will be held as soon as possible between the parties to this agreement about the intention, possible consequences and ways of preventing the strike and other action. The intention to strike or take other action will not be implemented within four weeks after notification has been given to the *Vakraad* Foundation.

3. The employers' association and their members will not exclude the members of the trade union during the term of this agreement as long as the trade union or the members of the trade union do not engage in a strike or other action at one or more employers.

XV. SPECIAL PROVISIONS "CARROSSERIEBDRIJF"

SCOPE

Article 77

This agreement applies to employers in the industry and employees in the branch of the bodywork industry which includes:

a. the manufacture, assembly, modification, maintenance (including preventive maintenance) and/or repair of vehicles such as trailers, semi-trailers, caravans and camping cars and their chassis, as well as of bodywork, bodywork for change-over vehicles, bodywork also known as containers, bodywork segments, bodywork sheet metal, or parts thereof, with the use of, inter alia, wood, wood products, steel, iron, non-ferrous metals, concrete, plaster, plastic, glass, as well as the working and/or processing of these materials or combinations thereof;

b. the fitting and/or repairing, irrespective of the materials used, of upholstery in the objects referred to under a., as well as to or in motor vehicles; the manufacture, irrespective of the materials used, of products for use as upholstery, such as covers, convertible tops and headliners;

c. polishing objects referred to under a. and/or applying protective coatings to objects referred to under a. by means including spraying, painting, varnishing and dipping;

d. the application of texts and advertising to objects referred to under a;

e. pointing, measuring, checking and adjusting in connection with the repair of chassis and/or bodywork using pointing and measuring equipment (pointing or measuring machine, or bench and moulds);

f. lengthening, shortening, narrowing and/or widening of chassis and/or bodyworks.

The following definitions are used here:

vehicle: the structure on wheels or skids to be moved other than along rails for the transport of persons and/or goods, with the exception of bicycles, mopeds, motorcycles, motor vehicles, prams, agricultural tractors, agricultural machines and other mechanical machines, mobile cranes, forklift trucks and bulldozers.

bodywork: the open or closed superstructure of a vehicle or motor vehicle, for example to obtain a vehicle or motor vehicle with a special purpose, such as buses, fire engines, cash transport and, refrigerated trucks, ladder trucks, army trucks, police vehicles, bank trucks, dental trucks, shop trucks and ambulances.

XV. SPECIAL PROVISIONS "GOUD-ZILVERNIJVERHEID"

SCOPE

Article 77

This agreement applies to employers in the industry and employees in the branch of the gold and silver industry which includes:

producing:

a. articles of precious metal, whether or not in conjunction with the manufacture of articles made from other non-ferrous metals;
b. jewellery and mountings of precious metals, whether or not in conjunction with the manufacture of jewellery and mountings made from other non-ferrous metals;
c. medals, insignia, etc., of precious metal, whether or not in combination with the production of medals, insignia, etc., made from other non-ferrous metals;
d. the restoration of, or the execution of the partial working of or for the above-mentioned objects, including the assaying and/or separation of precious metals.

SPECIAL PROVISIONS “ISOLATIEBEDRIJF”

SCOPE

Article 77

This agreement applies to employers in the industry and employees in the branch of the thermal and/or acoustic insulation industry which includes:
the installation, repair, coating, finishing and/or maintenance (including preventive) of insulation materials

- to prevent or limit heat or cold loss,
- against fire, moisture, noise and/or vibration,

in industries, on technical installations and on board ships, such as equipment, channels, pipes, tanks and the like, as well as in areas such as cooling and freezing rooms, boiler and machine rooms, studios and the like.

XV. SPECIAL PROVISIONS "METAALBWERKINGSBEDRIJF"

SCOPE

Article 77

1. This agreement applies to employers in the industry and employees in the branch for the working and/or processing of metal which includes:
   a. 3D printing, installation, assembly, construction, disassembly, turning, enamelling, extrusion, forging, milling, casting, repair, honing, boring, laser cladding, welding/laser welding, lapping, assembling, maintenance (including preventive maintenance), designing*, developing*, pressing, crushing, fitting together, demolishing, forging, cutting, drawing, fabricating, machining/spark machining, rolling and sawing of metal (including: aluminium, tin, bronze, copper, lead, brass, steel, tin, iron, zinc, and alloys or compositions thereof) or of metal objects, all in the broadest sense of the word, such as: devices, fittings, automatic systems, automobiles, statues, petrol pumps, sprinkler systems, lightning conductors, tin articles, bolts, safes, bridges, tubes, capsules, containers other than bodywork, wire, wire nails, gears, electrodes, wire gauze, motorised cycles, tools, fireplaces, instruments (including optical appliances), blinds, heaters, boilers, prams, rivets, buttons, crown corks, machines, mattresses, moulds, meters (including gas, electricity, water and taximeters), furniture, nuts, motors, motorcycles, musical instruments, parts, ovens, windows, cisterns, rolling stock, rolling shutters, bicycles, skates, ships (all vessels irrespective of their name and nature), screws, sliding and decorative fences, locks, stamps, steam boilers, tanks, appliances, tubes, clocks, tools (including power and labour machines, agricultural machines, tractors and implements) and awnings;
   b. the monitoring*, design*, development* and manufacture of equipment, installations, substances, appliances, objects, etc., whatever the nature of the material, which emit, store, use, measure, convert, transmit, switch, transform, consume, distribute, produce or render electrical energy or its components observable, such as products for measuring, changing, switching, transforming and producing electrical power; electric motors, electric domestic and industrial appliances with and without electric motive power, electric ovens, stoves, equipment for electric welding and accumulators; products used for the underground transmission of electric power (earth cable), and insulated wire;
      installation material, including fuses;
      devices and instruments for telephony, telegraphy and other telecommunications purposes;
      lighting, high and low voltage gas discharge tubes and electron tubes;
      dry batteries;
      radio, radar, television, transmission, reception and all other electronic equipment, including electromedical devices and instruments and computers.
   c. blasting and/or grit blasting of metal objects;
   d. galvanising and/or tinning, provided this is not done with electroplating techniques;
   e. The industries listed under (a) to (d) include only companies in which, taking into account the normal number of working hours in the sector, work is generally performed by employees working for that company for less than 1,200 hours a week.
   f. A company that, given the number of working hours of its employees, is one of the branches of industry listed under (a) to (d) inclusive, is deemed to be a company in the metal industry if the number of working hours referred to per week in this company, taking into account the normal number of working hours in the branch, has amounted to at least 1,200, 2,000 or 3,000 respectively during an uninterrupted period of 3, 2 or 1 years respectively in accordance with the provisions of (g) below, to be calculated from 1 January of any given year onwards.
   g. The company referred to in under (f) will be a company in the metal industry starting on the first day of the next calendar year after the end of the periods referred to in (f).
   h. Companies where the business operations consist exclusively or primarily of the branches of industry referred to under a to d (inclusive) above, to which the criterion of the number of employees prevailing until 1 January 1985 applies, and which are registered with the Metal and Engineering Industries Sector (formerly the Metal Industry Trade Association), but which should have been registered on or before that date with the Metal Industry Sector or the Electrotechnical Industry Sector (formerly collectively the Metal Industry and Electrical Engineering Industry Association) in view of that criterion, will continue to be classified as metalworking companies.
   i. In the event of the legal succession of a company as referred to above in (f) and (h), it will be assumed for the application of the provisions in (f) and (h) that there is one and the same affiliation.
   j. If a company as referred to in h, in the context of the provisions under or pursuant to the Wfsv (Social Insurance (Funding) Act) Regulations of the Minister of Social Affairs and Employment and the State Secretary for Finance dated 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in Staatscourant (Government Gazette) No 242 of 13 December 2005, switches to the Metal Industry Sector or the Electrotechnical Industry Sector (formerly collectively the Metal Industry and Electrotechnical Industry Association), that company will be part of the Metalectro Industry effective the same date.

k. The Scope Committee*) will supervise the application of the rules relating to the classification and transfer of companies set out in (e) to (j) inclusive.
l. Irrespective of the number of working hours normally worked each week by employees working for these companies, the metalworking industry will not include companies in which engage exclusively or principally in one or more of the following activities:
   a. rolling steel;
   b. the iron and steel casting industry;
   c. the manufacture and/or repair of aircraft;
   d. the manufacture and/or repair of lifts.

In the above, 'manufacture' also includes the assembly, mounting and fitting together of parts obtained from third parties.

*) The scope committee is appointed by the Stichting Raad van Overleg in de Metaalindustrie and the Stichting Vakraad Metaal en Techiek
The secretariat of the Scope Committee is located at: PO Box 93235, 2509 AE The Hague, telephone +31 (0)70 3160325.
The Metalectro pension fund and the Stichting Pensioenfonds Metaal Techniek are also members of the Committee.

2. This agreement also applies to employers in the industry and employees in the electroplating sector, which includes: application by electrochemical or other means of metal deposits on articles, and the oxidation or polishing of metals.
3. This agreement also applies to employers in the sector and employees in the hand and machine engraving sector, which includes:
   engraving on metal or other materials.
4. This agreement also applies to employers in the sector and employees in the model-making sector, which includes:
   the manufacture, repair and alteration of casting models, moulding plates and ingot moulds.
5. This agreement also applies to employers in the industry and employees working in the business of coating, muffling, grinding and/or polishing metal, applying coatings of plastics or ceramics to metal; repairing sewing machines; the manufacture and/or repair of rowing boats, small yachts, canoes, ships (all vessels by whatever name or nature) made from wood and/or synthetic materials.
6. This agreement also applies to employers in the sector and employees working in the business of manufacturing products and/or parts of products, which are taken to mean: lighters, fittings, bolts, capsules, domestic articles, installation material, cupboards, frames, crown caps, nuts, nameplates, traffic signs, construction products, windows, cisterns, gears, tanks and silos, with the exception of the manufacture solely or principally of plastics as a raw material and/or synthetic fibre and products made from synthetic fibre.
7. This agreement will also apply, if paragraph 1 of this article does not apply, to employers in the industry and employees working in the business of
   roller blinds, awnings and sunblinds, including:
   the design*, development*, installation, assembly, repair, leasing, storage, trade, rental, manufacture of indoor and/or outdoor sun blinds and/or screens, irrespective of the purpose and/or intended use.

   The following definitions are used here:
   <u>indoor blinds</u>:
   Facilities to be installed, whether or not exclusively for protection against sunlight and/or daylight, to embellish the interior, to close off and/or screen, for decoration or to increase privacy inside the building, house, business premises, shop and/or any other location, irrespective of the nature, purpose and/or intended use, such as:
   a. sunlight-blocking curtains made from natural or synthetic fibres, whether or not coated on the back with reflective material;
   b. roman blinds made from natural or synthetic fibres, whether or not coated on the back with reflective material;
   c. roller blinds, whether or not coated on the back with reflective material;
   d. horizontal blinds made of tilting slats made from aluminium and/or any other material;
   e. vertical blinds made of tilting slats of any material;
   f. sunlight-blocking films, window films, security films and glass coatings;
   g. blinds and/or other devices between double glazing units.

   <u>outdoor blinds</u>:
   Facilities to be installed, whether or not exclusively for protection against sunlight and/or daylight, to close off and/or screen, to increase privacy, to embellish the exterior, for security outside the building, house, business premises, shop and/or any other location, irrespective of the nature, purpose and/or intended use, such as:

a. awnings, whether movable or not and whether or not fitted with a frame and cover of any material, covered with material of any kind;
b. horizontally movable screens fitted with any kind of armature and a roll of cloth of any material and lined with cotton fabric, synthetic fabric and/or fabric of any other material;
c. vertically suspended screens that move on lateral guides made of any material;
d. roller blinds, whether or not double-walled, punched out, fully or partially transparent or not, consisting of profiles of any material hinged in any way at all with respect to one another;
e. non-movable awnings mounted on fixed supports;
f. patio roofs, whether movable or not.

screens:

All facilities used, either inside or outside the building, home, business premises, shop and/or any other location, irrespective of the nature, purpose and/or intended use, whether or not exclusively for the purpose of darkening, shielding and/or screening, security in the broadest sense of the word, separation or compartmentalisation, such as:

a. blackout curtains, either retractable or sliding;
b. folding doors and folding screens, whether or not with sound insulation;
c. rollling screens, vertically rollable and made from round or flat material of any kind whatsoever and/or from joined strips and/or sheets of any kind of material;
d. sliding gates that are laterally retractable and made of aluminium or steel and/or any other material;
e. roller blinds, whether or not double-walled, punched out, fully or partially transparent or not, consisting of profiles of any material hinged in any way at all with respect to one another;
f. insect screens, whether or not rollable and/or insect screen doors whether or not rollable or sliding;
g. fronting doors and fronting screens made of wood, aluminium and/or any other material.

* Design and/or development will be considered to be within the scope only if and insofar as they take place for the purposes of one or more other activities to be performed by the company itself as described in paragraphs 1a and 1b and 7.
Design and development means starting from a programme of requirements and implementing this programme in technical specifications, including a sketch, blueprint or prototype, etc.
* Monitoring means influencing, checking and/or maintaining (whether remotely or not and also including preventive operations) the operation of the above products manufactured by the employer's employee(s).

XV. SPECIAL PROVISIONS "TECHNISCH INSTALLATIEBEDRIJF"

SCOPE

Article 77

1. This agreement applies to employers in the industry and employees in the branch of the technical installation industry which includes:
   a. the design 1*), installation, modification, disassembly, repair, management, maintenance (including preventive maintenance), and/or delivery of operational electrotechnical weak and strong current installations (electrotechnical installation industry);
   b. the design 1*), installation, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational electrotechnical and electronic installations for the purpose of detecting and/or preventing unauthorised access, malicious behaviour and personal and/or material damage (electrotechnical security installation industry);
   c. the design 1*), installation, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational installations for earthing and cathodic protection (earthing industry);
   d. the design 1*), construction, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational equipment and installations for the reception, storage, registration and/or distribution of signals and/or impulses which are suitable and/or are used for the transmission of sound and/or images, electronic sound amplifier installations as well as associated accessories or parts (radio and television installation and repair industry);
   e. the design 1*), construction, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational installations for the reception, processing, storage and/or distribution of signals, as well as the transmission of information (installation industry for - collective - antennas, cable television, telematics and other communications/telecommunications);
   f. the design 1*), installation, modification, disassembly, repair, manufacture, management, maintenance (including preventive maintenance) and/or delivery of operational lighting installations with high-voltage gas discharge tubes, including the assembly and dismantling of those tubes, as well as general advertising lighting installations in so far as these do not function inside a building (illuminated advertising industry);
   g. the design 1*), installation, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational electrical distribution networks, street and area lighting, electrotechnical routing installations, electrotechnical traffic regulation, traffic monitoring and traffic control installations and electrotechnical parking regulation installations (electrotechnical network construction and outdoor installation industry);
   h. the design 1*), installation, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational electrotechnical and electronic installations, or parts thereof, for the reception, distribution, visible and/or audible transmission of information, as well as information processing and the regulation of industrial production processes or other mechanical operating facilities (communications and industrial automation installation industry);
   i. the design, installation, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational electrotechnical installations for exhibitions, fairs, events or party lighting (exhibition installation industry);
   j. the commercial installation, modification, repair, maintenance (including preventive maintenance) and/or delivery of an operational connection to an existing terminal connection of a strong current installation (electrical connection industry), with a view to the use of domestic electrical consumer appliances;
   k. the design, installation, modification, disassembly, repair, management, maintenance (including preventive maintenance) and/or delivery of operational electrotechnical and electronic installations and/or parts thereof on board seagoing objects which are not self-propelled (electrotechnical offshore installation industry).
   l. the design 1*), construction, alteration, repair, maintenance (including preventive maintenance), unblocking and/or delivery of operational indoor drains up to 0.5 metres outside the outer wall as well as activities required for that purpose for the outdoor drains as far as the plot boundary;
   m. the design 1*), manufacture, installation, repair or maintenance (including preventive maintenance) of aluminium, zinc, lead or copper roof coverings or parts thereof, claddings on buildings, rainwater drainpipes or parts thereof;
   n. the design 1*), installation, alteration, disassembly, repair, maintenance (including preventive maintenance) and/or delivery of operational installations for gas or water supplies or parts thereof;
   o. the design 1*), construction, alteration, repair, maintenance (including preventive maintenance) and/or delivery of operational fire mains or sprinkler systems;

p. the design 1*), construction, alteration, repair, maintenance (including preventive maintenance) and/or delivery of operational sanitary installations or parts thereof;
p. the design 1*), assembly, repair, maintenance (including preventive maintenance) and/or delivery of operational installations or parts thereof or central heating, warm water systems, air conditioning, ventilation and cooling;
r. the design 1*), installation and assembly or repair and/or delivery of operational refrigeration and freezer installations and installations for air conditioning and ventilation (the latter for the purposes of cooling).

1*) Design means starting from a programme of requirements and implementing this programme in technical specifications, including a sketch or blueprint, including the associated software (such as operating systems). Design is considered to be part of the scope of the employer only if it takes place for the purposes of installations to be constructed, modified, disassembled, repaired, maintained (including preventive maintenance) or operational delivery by the employer itself.

2. This provision also applies to employers and employees in companies in which, irrespective of their economic function, the business of the company is exclusively or principally:
   a. the winding or repairing of electrotechnical machines and user and consumer appliances for strong and weak current installations (electrotechnical winding industry);
   b. the assembly and wiring of electrotechnical and electronic equipment of control, switching and signalling panels (electrotechnical panel building industry);
   c. dismantling, repairing, assembling, replacing, modifying, maintaining (including preventive maintenance) and delivery of operational devices, installations, appliances, objects, etc., which emit, store, use, measure, convert, transmit, switch, transform, consume, distribute, produce or make observable electrical energy (electrotechnical repair industry).
   3. The branches of industry listed in paragraph 2 (a) to (c) inclusive include only companies in which, taking into account the normal number of working hours in the sector, work is generally performed by employees working for that company for less than 1,200 hours a week.
   4. A company that, given the number of working hours of its employees, is one of the branches of industry listed under paragraph 2 (a) to (c) inclusive, is deemed to be a company in the metal industry if the number of working hours referred to per week in this company, taking into account the normal number of working hours in the branch, has amounted to at least 1,200, 2,000 or 3,000 respectively during an uninterrupted period of 3, 2 or 1 years respectively in accordance with the provisions of paragraph 5 below, to be calculated from 1 January of any given year onwards.
   5. The company referred to in paragraph 4 will be deemed to be a company in the metal industry effective the first day of the next calendar year following the end of the periods referred to in paragraph 4.
   6. Companies where the business operations consist exclusively or primarily of the sector activities referred to under paragraph 2 a to c (inclusive) above, to which the criterion of the number of employees prevailing until 1 January 1985 applies, and which are registered with the Metal and Engineering Industries Sector (formerly the Metal Industry Trade Association), but which should have been registered on or before that date with the Metal Industry Sector or the Electrotechnical Industry Sector (formerly collectively the Metal Industry and Electrotechnical Industry Association) in view of that criterion, will continue to be classified as companies in the Metal and Engineering Industry.
   In the event of the legal succession of a company as referred to above in paragraphs 4 and 6, it will be assumed for the application of the provisions in paragraphs 4 and 6 that there is one and the same affiliation.
   8. If a company as referred to in paragraph 6, in the context of the provisions under or pursuant to the Wfsv (Social Insurance (Funding) Act) Regulations of the Minister of Social Affairs and Employment and the State Secretary for Finance dated 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in Staatscourant (Government Gazette) No 242 of 13 December 2005, switches to the Metal Industry Sector or the Electrotechnical Industry Sector (formerly collectively the Metal Industry and Electrotechnical Industry Association), that company will be part of the Metalectro industry effective the same date.
   9. The Scope Committee*) will supervise the application of the rules relating to the classification and transfer of companies set out in paragraphs 3 to 8 inclusive.

*) The scope committee is appointed by the Stichting Raad van Overleg in de Metaalindustrie and the Stichting Vakraad Metaal en Techniek.
The secretariat of the Scope Committee is located at: P.O. Box 93235, 2509 AE The Hague, telephone +31 (0)70 3160325.
The Metalectro pension fund and the Stichting Pensioenfonds Metaal en Techniek are also members of the Committee.

1. SAFETY

See Article 8 of the Collective Labour Agreement

1. Safety in the company is a very important matter, and both the employer and the employee have obligations in this respect. Many of these obligations derive from statutory requirements, while others are required by the duty of care incumbent on everyone with respect to the life and property of others.
2. The employer is obliged to ensure that the premises where work is carried out and the tools and machinery used are such that, given the nature of the work, the employee can reasonably be expected to be adequately protected against accidents and damage to health. It is therefore necessary for the employer to provide directions and instructions relating to safety in situations where danger may be anticipated. Compliance with the provisions of the Asbestos Decrees is required in companies that process or treat asbestos or products containing asbestos. If a company works with hazardous chemicals, the necessary measures will be taken to prevent damage to health. In the event of a dispute about whether or not a chemical substance may represent a health hazard, the opinion of the Social Affairs and Employment Inspectorate will be decisive.
3. On the other hand, the employee must take note of and follow the directions and instructions of the employer and use the protective facilities provided by the employer. Employees are also expected to inform the employer if, in their opinion, there are situations that may endanger safety and/or health.
4. Clearly, conditions will vary from company to company. This is why both the employer and the employee have a duty, in the light of the nature of the company, the work done there and any reasonable requirements relating to that work, to discuss safety and related matters with one another, either in the employee representation structure or in the works council. For example, a company may engage in work that involves an exceptionally high risk of accidents for which it is not always possible to take adequate safety measures, in which case consideration could nevertheless be given to taking out additional accident insurance for the employee and/or people for whom he is the breadwinner.

ANNEX 6

6. MATRIX FOR EMPLOYEES WITH A FOREIGN EMPLOYMENT CONTRACT (WAGWEU)

The matrix below shows which provisions of the collective labour agreement apply (in whole or in part) to the employees referred to in Article 4d of the collective labour agreement.

Chapter 1 General arrangements	Article 1. What do we mean by 'employer'? Article 2. When is someone an employee? Article 2a. Working part-time Article 2b. Temporary staff; Paragraph 1 only! Article 3. What do we mean by Metal and Engineering? Article 4a. Who is an employer in the Metal and Engineering sector? Article 4b. To which industry does an employer in the Metal and Engineering sector belong? Article 4c. Which employers are not covered by this collective labour agreement? Article 8. Safety at work
Chapter 2 Start and termination of the employment contract	Article 10. How do we classify the jobs? Only paragraphs 1 to 4 inclusive!
Chapter 3 Working hours	Article 17. At what times does the employee work? Article 18. How many hours a week does the employee work? Article 18a. Reduction of working hours (ADV) Article 18b. The employee has had too much or too little ADV time Article 19. Working on Sundays and public holidays Article 20. Working in shifts Article 21. Overtime Article 21a. Working on standby
Chapter 4 What are the employee's obligations?	Article 22. What are the employee's duties at all times? Paragraph 1 only!
Chapter 5 Salaries and allowances	Article 31. Monthly or four-week salary Article 32. Salary scales Article 32 a. Salary scales for employees up to 21 years of age Article 33a Article 33b Article 33c Article 33d

	Article 34 Salary increase due to employee's age (with the exception of BBL apprentices) Article 35 Salary increase for a new working year Article 36 A different position, refresher training, training for a new position and additional training. Only paragraphs 1 to 8 inclusive! Article 37a Basic salary for representatives Article 41 Salary increases. Paragraph 1 only! Article 41a One-off payment (if applicable in the collective labour agreement!)
Chapter 6 Overtime and other additional payments and allowances	Article 42 What are employees paid for overtime? Article 42a How much are employees paid for hours outside the normal working day? Article 43 How much are employees paid for rescheduled hours? Article 44 Payment of travelling time Article 45 How much are employees paid for working in shifts?
Chapter 7 Reimbursement of travel and accommodation expenses	Article 46 Reimbursement of travel expenses Article 47 Reimbursement of accommodation expenses
Chapter 8 Holidays and holiday pay	Article 49 What do we mean by 'holiday day' or 'holiday hour' in this chapter? Article 50 To how much holiday is an employee entitled? Article 51 Additional holiday hours for older employees Article 52 Deduction of a holiday day when reporting sick twice Article 53 Restriction of holiday entitlements Article 54 Consecutive holiday Article 55 Determination of holiday days Article 55a How many holiday hours does a holiday day cost? Article 56 Ongoing payment of salary during a holiday Article 57 Netting of too many or too few holiday hours Article 58 When do holiday hours expire? Article 59 Holiday pay Article 60 The minimum holiday pay
Chapter 9 Leave	Article 61 When can an employee take a short period of leave?

Chapter 12 Education	Article 71 Employees subject to compulsory education and qualification requirements
ANNEXES	ANNEX 1 Safety