COLLECTIVE AGREEMENTS

- **In the Metalworking and Electrical Engineering Industry (Metalektro) 2013/2015**
  (pages 17 to 109 inclusive)

- **For Senior Staff in the Metalektro 2013/2015**
  (pages 109 to 135 inclusive)

- **Concerning Labour Market Policy and Vocational Training in the Metalektro (A+O) 2014/2015**
  (pages 135 to 158 inclusive)

Disclaimer for translation errors:
The translations of these collective agreements were prepared with the utmost care. However, the parties to the collective agreements in the Metalektro and the Metalektro Consultative Council (ROM) do not accept any liability for errors or omissions in these translations or the direct or indirect consequences of acting or failing to act based on these translations. It is not possible to derive any rights, of whatever nature, from the compilation and contents of the translations. In all cases, the Dutch documents shall be decisive.

PREFACE

This book contains the texts of the following Collective Agreements (Cao's)
- Metalektro 2013/2015
- Senior Staff in the Metalektro 2013/2015 and
- Labour Market Policy and Vocational Training in the Metalektro (A+O) 2014/2015

Since the majority of provisions in these collective agreements have been declared to be generally binding (AVV) they apply to all employers and employees who, when the declaration comes into force or during the period of them being generally binding, fall within their scope.
Some provisions are disregarded when the request is made for the provisions to be deemed generally binding. These provisions therefore are only binding for organised employers and their employees.
Moreover, it is also the case that the UAW department of the Ministry of Social Affairs and Employment leaves some provisions out. These provisions too, are only binding for the organised employers and their employees. Collective agreement provisions which by their nature are not eligible to be declared generally binding are, for example, provisions regarding pensions and reinsurance of employers' excess and provisions which have no connection with labour matters.

The articles that have been left out of the request for a general binding declaration for this Collective Agreement are: Article 1.1 paragraph 3 and 4; Article 2.1 paragraph 3m and 3n; Article 3.2 paragraph 1; Article 4.2 paragraph 1; Article 4.11; Article 6.3 paragraphs 1c and 2; Article 7.1; Article 9.2 paragraph 3; Article 9.3; Article 9.6; Article 9.7; Article 10.1; Article 10.2; Article 10.4; Article 10.5 paragraphs 2 and 3; Article 10.6 paragraphs 2, 3 and 4; Article 10.7; Article 10.8 and Article 10.11.

The articles that have been left out of the request for a general binding declaration for the Collective Agreement for Senior staff in de Metalektro 2013/2015 are: Article 1.1 paragraphs 3 and 4; Article 3 paragraph 1h and 1l; Article 8; Article 15; Article 16; Article 23 paragraph 1; Article 44 paragraph 2; Article 45 paragraphs 2, 3 and 4; Article 47; Article 48; Article 49; Article 50; Article 52 paragraph 3; Article 53 and Article 55.

To what extent other provisions remain among those which are not generally binding will emerge from the handling of the request for a binding declaration by the UAW department of the Ministry of Social Affairs and Employment.

The generally binding decision indicates the provisions which come within its scope. The generally binding decision is published by the UAW department of the Ministry of Social Affairs and Employment on its website at www.cao.szw.nl and on the Netherlands Government Gazette site at www.staatscourant.nl.
The generally binding declaration comes into force on the second day after the publication of the decision in the Netherlands Government Gazette or on the date given in the decision and expires at the latest on the final date of the collective agreement.

The parties to the collective agreement in the Metalektro have agreed to leave open the possibility within the framework of the basic collective agreement and the collective agreement for senior staff to conclude a so-called "MetalektroB collective agreement" ("MB-CAO" for short) at group, company, branch or regional level (see Article 1.5). In that context the provisions in the relevant Collective Agreement Metalektro 2013/2015 are divided into A provisions and B provisions.

KEY:

- **A provisions are printed in bold type**
- B provisions are printed in regular (non-bold) type

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COLLECTIVE AGREEMENT IN THE METALWORKING AND ELECTRICAL ENGINEERING INDUSTRY (METALEKTRO)

The following collective agreement was concluded between

1. **FME-CWM Association, the association of enterprises in the technological industrial sector, established in Zoetermeer, hereinafter referred to as the employers' association, acting for and on behalf of the members of the employers' association whose companies fall or will fall within the definition of the scope of this collective agreement in annex A to Article 1.2 of this collective agreement,**

   and

2. **FNV Unions (FNV Bondgenoten), established in Utrecht,**
3. **CNV Unions (CNV Vakmensen), established in Utrecht,**
4. **De Unie, network organisation for professionals and managers, established in Culemborg,**

   the associations 2 to 4 inclusive being hereinafter jointly referred to as the employee unions.

A. **In this section the parties explain the nature of this collective agreement and present a number of rules which they consider necessary to preserve the nature of the agreement and to ensure that it operates properly.**

   1. **The employers' association and employee unions referred to in the introduction have signed this agreement in order to help promote good social relationships in the Metalektro, to promote the welfare of employees in the company and as a major element of efforts to increase production and productivity in this branch of industry.**

   2. **They are aware, however, that a great many matters concerning the working relationship cannot be regulated in this agreement but must be settled in each individual company according to the nature of the subject, either between the management and the employee unions or in consultation with the works council or by the management itself.**

   3. **In this respect both recognise the role and responsibilities of the company management and the trade unions. On the one hand, the employee unions recognise that within the current social structure only the company management is responsible for determining corporate policy and carries responsibility for implementing it, but on the other hand the employers' association and its members recognise the employee unions as independent representatives of the material and nonmaterial interests which are involved for their members both individually and collectively in working within the company.**

The employers' association and the members of the association also endorse the view that the employee unions can only discharge their responsibilities and role in the proper manner if they are kept informed as fully as possible of what is happening within the company and which concerns the aforesaid interests, and if they can maintain good contact with their members in the company.
In this connection, the members of the employers' association declare their willingness to keep the employee unions as well informed as possible of matters of interest to the members of the employee unions.

4. It is essential that consultations be held in good time and in good faith if the intentions of this contract are to be met.

5. The parties have included a mediation procedure in the collective agreement for the event that it prove impossible to reach agreement through good consultation. The intention of the parties is that this procedure will only be used as an extreme exception.

6. The parties recommend that in consultation with the works council an arrangement be made for dealing with complaints and that it should include a provision that the employee may choose a person to represent him. After the complaint has been handled in the company the route via the employee unions still remains open.

7. The parties reject discrimination in employment and are willing to endeavour to promote equal opportunities for men and women in the labour process.
The parties will promote the participation of women in training. The parties to this agreement will review the progress being made in creating equal opportunities.

B. The parties feel that it is important to devote attention to both the qualitative and quantitative aspects of employment in the sector in light of the economic situation.

1. At industry level the parties will hold talks in the Consultative Council (ROM) on topics of importance to the industry or the most important sectors of it. There shall be consultation with the training institutions operating in the industry on the setting up of training programmes geared to vacancies which are difficult to fill and employees who are difficult to place.

2. At company level the employee unions and the company management may hold talks on all aspects of employment.

3. The parties will give the greatest possible attention and cooperation whenever moves to increase productivity are raised for discussion in the company.

4. The parties recommend that companies give more attention to developing an integrated policy on older employees and to the problems of handicapped and foreign workers.

5. The parties will encourage the application of 'Conditions of employment à la carte' in companies.

6. **The parties recommend that employers and employees do all they can to avoid conflicts regarding conscientious objections, for example by entering into consultation as soon as possible once the employee has reported the situation regarding conscientious objections.**

C. **The parties regard absenteeism through illness and disability as a continuing cause for concern. They believe that in the first instance absenteeism arising from the work should be addressed at the level of the company. To this end, they recommend that companies should develop an internal preventive policy.**

D. **The parties recommend the introduction of internal environmental care systems.**

E. **The parties recommend that arrangements should be made at company level to combat undesirable behaviour.**

F. **The parties have introduced the Integrated Job Grading System (ISF) in this collective agreement to replace the job list with effect from 1 January 2008.**

The parties are agreed about a number of explanatory notes and recommendations associated with this collective agreement. The texts of these explanatory notes and recommendation are included in the articles to which they relate.

COLLECTIVE AGREEMENT
IN THE METALEKTRO 2013/2015

COLLECTIVE AGREEMENT
IN THE METALEKTRO 2013/2015

CHAPTER 1 – GENERAL PROVISIONS

Article 1.1 – **Definitions** / Definitions

The following definitions apply in this agreement:

1. **"Employee": anyone who has signed a contract of employment within the meaning of Section 7: 610 of the Netherlands Civil Code or who performs personal contract work either as an outworker or otherwise other than in the self-employed exercise of a trade or profession.**

2. **"Employer": the natural or legal person for whom an employee as referred to in paragraph 1 normally performs work.**

3. **"Employers' association": the employers' association referred to in the introduction to this agreement.**

4. **"Employee unions": the employee unions referred to in the introduction to this agreement.**

5. **"Metalektro Consultative Council": the Consultative Council in the Metalektro (ROM), established at The Hague. The Consultative Council is authorised to perform the tasks delegated to it by virtue of this agreement.**

6. **"Wage Bill Wfsv": the total wages as defined in Section 16 of the Social Insurance Financing Act (Wfsv).**

7. **"Public Holidays": New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and 26 December and the National Holiday (27 April).**

8. **"The Basic Working Year (BJA)": the balance of the number of days in a calendar year less:**
   - **the number of Saturdays and Sundays in that year,**
   - **the holidays referred to in Article 5.3, first, second and third sentence of this collective agreement,**
   - **the public holidays that do not fall on a Saturday or Sunday,**
   - **13 rota free days (104 rota free hours),**

   multiplied by 8 hours.[1]

   1 **The Basic Working Year in 2013: 1712 hours**
   The Basic Working Year in 2014: 1720 hours
   The Basic Working Year in 2015: 1720 hours

In derogation from the above provision, the Basic Working Year for employees to whom the transitional arrangement on additional leave for older employees referred to in Article 5.5 of this collective agreement applies, as it reads from 1 January 2009, shall be 1728 hours in 2013 and 1736 hours in 2014, and 1736 hours in 2015.

9. **"Full-time work": a number or the number of hours to be worked (in a calendar year) equal to the Basic Working Year.**

10. **"Part-time work": a number or the number of hours to be worked (in a calendar year) less than the Basic Working Year.**

11. "Duty rota": the rota of working hours and rest periods, rota free hours and holiday periods laid down for the employee.

12. "Normal working day": the times to be worked on a calendar day in accordance with the rota laid down.

13. "Rota free hours": the hours during which the employer exempts the employee from work within the duty rota.

14. "Additional hours": the hours worked by the employee on instructions from the employer in excess of the number of hours in the Basic Working Year.

15. "Overtime": the hours worked by the employee on the employer's instructions:
    - above the number of hours to be worked according to the daily rota where the number exceeds 8;
    - on public holidays or on rota free Saturdays and Sundays.

    Sundays and public holidays shall be considered to last from midnight to midnight.

16. "Different working hours": a different working period on a calendar day than the working period laid down as the normal working day for the relevant employees but where the number of hours according to the rota for that day is not exceeded.

17. "Shift work": the performance of work in a system in which the working periods of two or more groups of employees follow each other or overlap slightly exclusively for the purpose of the handing over of work. In this case the employee concerned will regularly change shift (for example, each week) over a longer period.

18. "Years of service": the full years during which the employee has worked in the salary group in which the employee is classified, to be calculated from the time at which the employee reached the minimum age for that salary group or, if this happens at a later age, from the time at which the employee is classified in that salary group.
    Years of service also include:
    - the fictitious years which the employer has allocated to the employee on the introduction of a salary system in the company;
    - the fictitious years that the employer has allocated to the employee on the basis of the former work in a lower salary group in the same company, in which case the level of the salary in a lower salary group is partly decisive;

- the fictitious years that the employer allocates to the employee on the commencement of employment on the basis of experience in another company.

19. "Salary": the periodic payment agreed between the employer and the employee as fixed remuneration for the work in the job performed by the employee.

20. "Annual salary": the salary which the employer and the employee have agreed shall be paid periodically as calculated on an annual basis.

21. "Additional earnings": the amount earned by an employee for a period, possibly as a result of a bonus system, over and above the salary agreed for that period.
These systems therefore do not include holiday allowance, profit sharing, bonuses and other end-of-year payments or supplements for overtime, shift work, working conditions and other payments for inconvenience.

22. "Remuneration system": a system whereby the manner in which a job is to be performed (individually, in a group or collectively) is fixed according to one or more quantifiable factors, or according to a combination of factors, most or the most important of which are quantifiable (performance-related pay or performance-related assessment systems). Fluctuations are possible in these systems.

23. "Annual earnings": the annual salary plus fixed additional earnings or, in the case of fluctuating additional earnings, the average additional earnings received by the employee in the last calendar year. The annual earnings relate to the number of hours to be worked by the employee in the calendar year, the public holidays referred to in paragraph 7 of this Article, as well as the rota free hours and holidays that apply for the employee.

24. "Monthly earnings": one twelfth of the annual earnings.

25. "Hourly earnings": 0.58% of the monthly earnings.

Article 1.2 – **Scope**

1. The provisions concerning the scope of this collective agreement are set out in annex A. That annex forms an integral part of this collective agreement. A company carrying out activities as described in annex A comes under the scope of the agreement in accordance with the annex if the Metalektro activities are the main ones carried out.

2. Whether the main activities are carried out in the Metalektro is determined on the basis of the number of working hours that employees in the company spend on the activities. The activities are 'main' ones if normally they account for more than 50% of the working hours agreed with employees in the company.

3. Metalektro activities include the specific activities mentioned in annex A as well as activities of employees, in a support or other post, which also includes employees counted under overheads, who are working for the benefit of those specific activities.

4. **In so far as employees in a support post or otherwise, which also includes employees counted under overheads, are working for the benefit of Metalektro activities and for other activities in the company, the number of working hours of these employees will be proportionally attributed to the various activities in the company**

Article 1.3 – No after-effects of earlier collective agreements

Rights deriving from provisions of earlier collective agreements lapse with the coming into force of this collective agreement. Instead of these the rights deriving from the provisions of this collective agreement apply. The current collective agreement has precedence over the previous collective agreement(s) in so far as it offers less favourable provisions.

Article 1.4 – More favourable and alternative provisions / More flexible arrangements

1. **The employer may deviate from the provisions of this agreement to the benefit of employees.**

2. **The employer may not deviate from the provisions of this agreement to the disadvantage of employees.**

3. **The employer shall not amend terms of employment applying in the company which deviate favourably for all or one or more groups of employees from the provisions of this agreement in a manner that is unfavourable other than after prior consultation with the works council and employee unions.**

Note to paragraph 3:
This paragraph relates to the consultation procedure on proposed changes in terms of employment for groups of employees.
The general provisions of the Netherlands Civil Code as referred to in Sections 6: 248 and 6: 258 are also applicable to contracts of employment.

4. **The employer who, for serious reasons such as the continuity of the company and/or the related employment in the company, wishes to deviate from the provisions of paragraph 2 of this article for all or one or more groups of employees may do so provided agreement has been reached at corporate level with the employee unions and employers' associations. The result of the consultation should be reported to the ROM. In so far as the arrangement thus made deviates from provisions of the collective agreement, these provisions cease to apply from the moment the arrangement comes into force.**
The employer shall inform the employees concerned in writing of the agreement that has been concluded, of the provisions of this collective agreement to which the deviation applies, the date the deviation takes effect, which must be later than the date of notification, and the duration of the agreement.

5. **The scheme(s) agreed on the basis of this article in a previous collective agreement remain(s) in force also after amendment(s) to the collective agreement provision(s) which are derogated from in those scheme(s), bearing in mind the agreed durations in those scheme(s).**

Article 1.5 – **CAO MetalektroB-Collective Agreement (MB-CAO)**

1. In or by virtue of a collective agreement with the unions which are party to this agreement the B-provisions in this agreement may be deviated from. This collective agreement will henceforth be referred to as the MetalektroB collective agreement, MB-CAO for short. The A-provisions in the MB-CAO can only be deviated from to the advantage of employees.

2. A union which is party to this agreement may decide not to be involved in the arrangements with reference to the MB-CAO in the preceding paragraph.

3. In so far as the B provisions in this agreement have been deviated from in a MB-CAO, they do not apply to the employer(s) and the employees as of the point when the MB-CAO in question comes into force.

4. If upon the expiry of an MB-CAO no new MB-CAO is concluded, the B provisions of this agreement, provided they were deviated from in an MB-CAO, are valid for a period of one more year after the expiry of the MB-CAO, unless the parties agree otherwise in the MB-CAO.

5. Provisions may be included in a MB-CAO regarding the consequences of changes to the B-provisions of this collective agreement for the current MB-CAO.

6. The MB-CAO agreed on the basis of this article in a previous collective agreement remains in force, even after amendment of the provision(s) of the collective agreement deviated from in that MB-CAO, having due regard to the duration agreed in that MB-CAO and the provisions of paragraphs 4 and 5.

7. The employer shall inform the employees concerned in writing of the MB-CAO that has been concluded, of the provisions in this agreement to which the deviation applies and of the date the deviation takes effect and of the duration of the MB-CAO.

8. The parties to the MB-CAO referred to in paragraph 1 shall notify the MB-CAO to the Ministry of Social Affairs and Employment and send a copy to the Metalektro Consultative Council for its information.

Article 1.6 – Part-time work

1. The provisions in this collective agreement are based on employees who are working full-time (full-timers). For employees working part-time (part-timers) the terms of employment contained in this agreement shall apply pro rata to the number of hours worked by the part-timer.*) The provisions of the previous sentence do not apply for Articles 6.1 (short period of absence), 6.3 (leave for union activities), 8.1 (in-situ work) and 8.2 (travel and accommodation expenses).

*) If part-timers work more hours than were agreed, on the instructions of the employer, over the extra hours worked up to the number of hours in the basic working year they shall accrue:
   - pro rata holiday and rota free hours, and

- holiday allowance amounting to 8% of the hourly earnings.

The employer must also pay him a sum equal to the employer's share in the pension premium for these extra hours worked.

2. In consultation between the employer and employee the part-timer's entitlement to extra holiday and rota free hours for the hours worked by him over and above the contractually agreed number of hours can be replaced wholly or partially by a claim on the part of the employee to reimbursement in cash.

CHAPTER 2 – START AND END OF CONTRACT OF EMPLOYMENT

Article 2.1 – Appointment

1. A contract of employment can be concluded for a fixed period or an indefinite period.

2. A probation period must be agreed in writing, on pain of nullity.

3. The employer shall provide the employee with written confirmation of the conclusion of the employment contract within a month of the commencement of the work. The confirmation or the written contract of employment must contain at least the following information:
   a. the name and address of both parties;
   b. the place or places where the work will be performed;
   c. the position of the employee;
   d. the date of commencement of employment;
   e. if the contract is for a fixed period, the duration of the contract;
   f. the working hours;
   g. the number of rota free hours and the number of leave days;
   h. the period of notice to be observed by the parties or the method of calculating these periods;
   i. the salary group or job category;
   j. the number of years of service allocated;
   k. where applicable, the subsidiary code;
   l. the earnings per month, period or week;
   m. whether the employee will participate in a pension scheme;
   n. the collective agreement that is applicable.

   Changes shall also be confirmed in writing.

Article 2.2 – Prior temporary employment

In derogation from the provisions of Section 7: 668a of the Netherlands Civil Code, periods in which an employee worked as a temporary employee for the employer prior to entering employment with the employer shall be treated as a single contract for a fixed period if and in so far as that period was only interrupted as a result of the temporary employee's incapacity for work and the ensuing termination of the employment contract with the employment agency, with the understanding that the period specified in Section 7: 668a of the Netherlands Civil Code (being three years) is not exceeded or counts.

Article 2.3 – Termination of the contract of employment

1. A contract of employment entered into for an indefinite period shall be terminated in writing and in such a way that the employment terminates at the end of the calendar month.

Note to paragraph 1:
For employees who were 45 years or older at the time of the entry into force of the Flexibility and Security Act (1 January 1999) and for whom at that time a longer period of notice applied than according to this act, the former period shall continue to apply for as long as they remain in employment with the same employer.

2. The employment relationship shall terminate without notice being required when the employee reaches pensionable age as defined in the General Old Age Pensions Act.

Article 2.4 – Settlement of leave days and rota free hours

Any leave days or rota free hours taken by the employee in excess of entitlement or still due to the employee shall be set off in time off or cash at the end of the employment relationship.

CHAPTER 3 – WORKING HOURS AND HOURS OF WORK

Article 3.1 – Changes to the number of rota-free hours

1. The number of rota-free hours is 104 for each calendar year.

2. Derogating from the preceding paragraph, in consultation with the works council, the employer may set the number of rota-free hours for a calendar year at fewer than 104 hours (13 days) but no less than 32 hours (4 days) for the entire company, one or more departments or one or more groups of employees. Should the employer do this then the actual salary of the employees affected for that calendar year will be increased by 0.383% for each rota free day (8 hours) that the employer sets which is lower than the number of 13 rota-free days (104 hours) as of 1 January of that calendar year.

3. The employer will inform the employees of a decision as referred to in paragraph 2 at the latest in the month of November preceding the relevant calendar year.

4. The decision referred to in paragraph 2 does not apply to employees who, within three weeks of receiving notification of the decision, inform the employer in writing that they wish to retain their entitlement to 104 rota-free hours.

Note:
The employee accrues holiday allowance and, if applicable, shift allowance, and pension premiums must be paid on the increase for a particular calendar year.

Article 3.2 – Changes to individual working hours

1. An employee is entitled to a reduction of the working hours on the grounds of the Working Hours (Adjustment) Act*) and in the manner prescribed therein. Contrary to the Act the employee can also invoke this right:
   - from the date of commencement of employment,
   - if the employer has fewer than 10 employees.

*) Information on the Working Hours (Adjustment) Act can be found on the ROM website at www.caometalektro.nl

2. Contrary to Section 2 of the Working Hours (Adjustment) Act an employee is only entitled to an increase in the working hours in consultation with the employer.
   If the employer does not agree to an increase in the working hours this must be notified to the employee in writing with a statement of the reasons.

Article 3.3 – Days off

1. The employer offers employees on a full-time contract at the latter's request the opportunity to temporarily work four days a week by using available holiday days and rota-free hours. The employer is not required to do so if this is not in the interests of the company.

2. The employer and the employee come to further agreement in consultation on the employee's request to work four days a week.

3. The provision of paragraph 1 can be worked out in further detail as a corporate arrangement.

Note:
Examples of available free time are the days for senior employees and holiday days saved from previous years.
Examples of unavailable free time are: hours already agreed, hours already fixed in the rota (e.g. shifts), collective holiday and rota-free hours and the annual individual unbroken holiday period.

Article 3.4 – Changes to hours worked per day in the working hours scheme

An employer who intends to change the number of hours worked per day in the working hours scheme of more than 8.5 hours shall consult the employee unions on the subject.

Article 3.5 – Working Hours Act

An employer who wishes to introduce a working hours scheme that does not correspond with the standards laid down in the scheme agreed under the Working Hours Act that applied until 1 November 2007 and the standards of the Working Hours Decrees based on that act must reach agreement on that scheme with the employee unions that are party to this collective agreement.

Article 3.6 – **Principles for establishing the duty rota** / Principles for establishing the duty rota

1. In adopting the duty rota and assigning special work the employer shall as far as possible avoid work on Saturday and **Sunday** and on public holidays (see Article 1.1 paragraph 7).
   With regard to employees working in shifts the provisions of the preceding sentence shall be satisfied if the employees have not performed any work during a 24-hour period of which at least eighteen consecutive hours coincide with the public holiday.

2. When re-establishing the starting and finishing times in duty rotas for day shifts on Mondays to Fridays, employers shall in principle not set the starting times before 7.00 a.m. or finishing times after 7.00 p.m.

Article 3.7 – Establishing the duty rota

1. Following consultation with an employee, the employer shall establish the duty rota and rota free hours for the employee.

2. Employers shall notify employees of their duty rotas at least fourteen calendar days before they enter into force. The employer may agree a different period with the works council.

Article 3.8 – Designating rota free hours

1. Rota free hours shall be earned in proportion to the duration of the contract of employment during the calendar year.

2. The rota free hours will be designated in the form of half shifts according to the rota. The employer may deviate from this for economic, organisational and/or labour market reasons.

3. The employer shall fix the rota free hours for an employee after consultation with the employee.

4. The employer shall notify the employees of their rota free hours at least fourteen calendar days before the rota comes into force. The employer may agree a different period with the works council.

5. The employer may after consultation with the works council designate 24 rota free hours that apply for all or practically all employees together. The employer must have the consent of the works council to designate more rota free hours for all or practically all employees together.

6. The consent of the works council is required for changes to the usual way that rota free hours are designated or changes to the usual way in which rota free hours are spread over the year, if the changes affect the entire company or a section of it.

7. Contrary to paragraphs 4, 5 and 6 the consent of the works council is not required if work has to be performed outside the employee's own company and the work cannot be performed in the workplace as a result of a current scheme for collective time off. In that case the employer shall first use the 24 rota free hours as referred to in paragraph 5.

8. Deviations from the designation of rota free hours in the form of half shifts according to the rota other than as referred to in paragraphs 6 and 7 will take place after consultation with the person or persons concerned.

Note:
Employees who are incapacitated for work on fixed rota free shifts are not entitled to alternative rota free hours.

Article 3.9 – Overtime*)

1. The employer shall notify the works council of an instruction to perform overtime, if possible before it commences.

2. If the employer has observed the provisions of the previous paragraph employees are obliged to work overtime, unless:
   - they are younger than 18 or aged 55 or older;
   - and in so far as they are assigned to work overtime on a day when they have

shorter working hours than those of employees in similar posts;
- they are unable to work overtime because of their health. In the event of a dispute over the medical capacity of the employee to perform overtime the employee must submit a medical certificate, if possible having called in the company doctor.

3. If the overtime begins before or at midnight and:
   - the normal working hours were worked on that day, or
   - that day is a Sunday or public holiday,

   work does not have to be resumed earlier than eleven hours after the end of the overtime. These eleven hours may be reduced to eight hours once in each period of 7 x 24 hours. In so far as these hours fall within the normal working day they shall be regarded as hours worked.

4. In assigning overtime the employer will show serious consideration for the weekly day of rest and religious holidays according to the employee's beliefs.

5. The employer shall consult with the employee unions about the overtime if the employee unions express a wish to do so.

The employer is recommended:
1. to limit overtime where possible;
2. under paragraph 2: to take serious account of the fact if an employee shows that working overtime is particularly onerous due to personal circumstances or the family situation;
3. under paragraph 4: to avoid overtime on Saturdays and Sundays and public holidays.

*) Section 27 of the Works Councils Act is applicable in the event of changes to the working hours scheme.

Article 3.10 – Shift work

1. The employer shall not introduce a new shift system for the entire company or for one or more departments until the employee unions have consented to it.

2. If a shift system is introduced employees are obliged to work in shifts unless:
   - they are 55 or older and have not worked in shifts since the age of 50;
   - they are not capable of doing so because of their health. In the event of a dispute about the medical capacity of the employee a medical certificate must be submitted, if possible with the involvement of the company doctor.*)

*) If employees demonstrate that personal circumstances or their family situation make performing shift work particularly onerous employers are advised seriously to bear this in mind.

Article 3.11 – Standby*)**)

1. The employer will not introduce a standby arrangement without first agreeing a scheme for it in consultation with the employee unions or the works council. This scheme must include arrangements for reimbursement of travel and telephone costs

and a daily allowance. The scheme must also include an arrangement about the rest periods to be taken if an employee on standby has had to work in the hours between midnight and 5.00 a.m.

2. The provisions of this collective agreement concerning overtime and additional hours worked are applicable to standby arrangements.

*) The employer is advised to
- arrange in a standby scheme for reimbursement for travel time in money and/or time;
- arrange for the rest period after a call-up between midnight and 6.00 a.m. to be taken immediately after the call-up or make agreements, within the framework of the Working Hours Act, that take account of the strain that working on standby represents for employees;
- regularly evaluate the existing standby scheme and amend it to take account of changing circumstances.

**) The statutory provisions that apply in the event of standby are given on the ROM website at www.caometalektro.nl

Article 3.12 – Training days

1. Employees are entitled to two days of training (16 hours) in the 2013 calendar year, in the 2014 calendar year and in the 2015 calendar year.

2. Training days (hours) will be earned in proportion to the period of employment during the calendar year.

3. Training days (hours) must be used in the calendar year in which they are due or in the following calendar year. The training days (hours) for the relevant calendar year that an employee has not used by then will lapse at that time.*)
The employer and employee may agree that the training days (hours) will lapse at a later time.

*) Example: employees who have not used the training days for 2013 before the end of the 2014 calendar year will lose their entitlement to the days.

4. Employees will choose the course for which they wish to use the training day in consultation with the employer.

5. The employer and the employee will determine the days (hours) when the employee shall follow the course in close consultation.

Note:
Employees may report any problems they encounter in availing themselves of their right to training days to the ROM, which will deal with them. Further information is available on the ROM website at www.caometalektro.nl

Article 3.13 – Study costs scheme

The employer arranges a study costs scheme for pursuing a training programme after 31 December 2008.

Article 3.14 – APL (Accreditation of Prior Learning)

As of 1 January 2008 for each five year calendar period the employee is entitled to reimbursement by the employer of the costs incurred for an APL test up to a maximum amount of € 850 gross.

Article 3.15 – Time saving

1. As part of the individual saving module, after consultation with the employer employees are entitled to capitalise a maximum of 12 rota free parts of days and to use them for their (early) pension provision.

2. The entitlement of employees as referred to in paragraph 1 does not exist or is restricted to fewer than 12 rota free parts of days if and in so far as the employer, in conformity with Article 3.8 paragraph 5 has designated all or more than fourteen rota-free parts of days for all or virtually all employees together, including the employee.

3. Employees' entitlement as referred to in paragraph 1 also does not exist or is restricted to fewer than 12 rota-free parts of days if and in so far as the employer, in conformity with Article 3.8 paragraph 6, uses all or more than fourteen rota-free parts of days for the company as a whole or a department, including the employee, in a different form to that intended in Article 3.8 paragraph 2.

4. Employees' entitlement as referred to in paragraph 1 also does not exist or is restricted to fewer than 12 rota-free parts of days if and in so far as, despite the provisions of paragraphs 2 and 3, the employer cannot reasonably be required to grant this entitlement. If the employer is of that opinion the employees will be notified accordingly in writing with a statement of the reasons.

Article 3.16 – Selling or saving time

1. At the request of the employee, the employer and employee may agree that an employee can sell up to six days of leave a year in excess of the statutory holiday entitlement for other specific purposes than the (early) retirement provision or a time-saving scheme.

2. The employee can save up to a maximum of 13 days of leave a year in excess of the statutory entitlement. The saved days do not lapse with time.

Article 3.17 – Time-saving scheme

1. A time-saving scheme may be introduced in a company in consultation between the employee unions or the works council and the employer. Sources for this time saving are: rota free time, holidays in excess of the statutory entitlement and overtime.

2. Within the framework of a time-saving scheme the employer and employees may agree that the employee can save more than six days of leave a year in excess of the statutory entitlement in the form of time or money.

3. Participation in the time-saving scheme is voluntary for the employees, with the proviso that the provisions in this collective agreement relating to the determination of rota free hours, holidays and overtime still remain applicable.

4. Employers who implement a time-saving scheme must provide a guarantee, for example in the form of a fund or reinsurance.

5. The employee's entitlement to the free hours saved in a time-saving scheme does not lapse with time.

Article 3.18 – Buying days

Employees are entitled to buy a maximum of six days leave a year. Employees may take this leave in consultation with the employer.

CHAPTER 4 – SALARY PROVISIONS

As of 1 January 2008 the following provisions apply:

Article 4.1 – Salary groups

1. Each job performed in a company shall be classified into one of the salary groups A to K inclusive using a form of job classification.

2. To introduce a form of job classification the employer may opt for ISF or one of the systems of job classification included in annex E of this collective agreement or an instrument derived from it. If the employer makes no choice the ISF has to be introduced.

3. An employer who introduces a different form of job classification than one of the forms of job classification referred to in the preceding paragraph must submit the choice for approval to the Metalektro Consultative Council (ROM).
   The ROM will notify the employer of its decision within one month of receipt of the request for approval.

Article 4.2 – Different form of job classification than ISF

1. If the employer introduces a form of job classification other than ISF:
   - the employer shall implement a complaints procedure that is equivalent to the complaints procedure in Article IV of annex F, and
   - the employer shall provide the employee with an explanation of the tasks and responsibilities of the system holder, the purpose and effect of the selected form of job classification and the appeals procedure.

2. If a form of job classification other than ISF is introduced and the sum of the monthly earnings and the working conditions supplement amounts to less than the sum of the original monthly earnings and any hardship allowance for difficult working conditions, the latter sum shall be guaranteed.

3. Contrary to paragraph 2, for employees who are 55 years and older the original monthly earnings, plus any hardship allowance, shall be adjusted to the general salary changes agreed in the collective agreement.

4. If a form of job classification other than ISF is introduced and so long as the salary for the job is less than the original salary the conditions of employment attached to the salary will be based on the original salary.

5. If as a result of the application of a form of job classification other than ISF a salary system is introduced or amended this will be done in consultation between the employer, the employee unions and the employers' association.

Article 4.3 – Classification of jobs within the company

1. The employer will make a list of the jobs in the company and their classification in a salary group.*)

2. The job classification will be compiled after the system owner has approved the list of jobs*) compiled by the company.

3. When the company's list of jobs has been approved by the system owner the employer will assign the jobs occurring in the company to salary groups in consultation with the works council.

*) This list may be a list with all the jobs, a list with job series or a list with reference posts (key posts), with their classification in salary groups.

Article 4.4 – Classification of employees

1. The employer will classify employees in salary groups A to K inclusive on the basis of the jobs they perform.

2*). Instead of classifying on the basis of jobs performed, young employees may also be classified in salary groups I to IV inclusive on the basis of their level of education:
in salary group I: employees aged 15 to 20 inclusive;
in salary group II: employees aged 18 to 22 inclusive;
in salary group III: employees aged 18 to 22 inclusive;
in salary group IV: employees aged 21 to 22 inclusive.

Level of education is defined as a level:
for I: lower than the levels given under II;
for II: preliminary (intermediate) vocational education or secondary education (v(m)bo/mavo);
for III: intermediate vocational education (mbo), preliminary (intermediate) vocational education or secondary education (v(m)bo/mavo) plus specialist training of at least 1 year (e.g. practical diploma in bookkeeping or Dutch commercial correspondence plus commercial correspondence in one modern language)
for IV: senior vocational education (hbo) or advanced secondary (havo) plus S.P.D. I & II, advanced secondary (havo) plus teacher training certificate (m.o.) (e.g. bookkeeping or commerce or a modern language).

*) Applies as of 1 January 2013

3. The employer may, in derogation from the provisions of paragraphs 1 and 2, allocate employees who are in a work experience post as part of the work experience project or are taking part in another labour market project to a 'leg-up' salary group for a period of one year after agreement has been reached on this with the employee unions.

4. Besides the written confirmation referred to in Article 2.1, the employer will provide the employee with the job description or with a statement of the reasons for the classification. A new written statement will be issued whenever a job classification is revised.

5. Complaints from employees regarding their classification will be handled in accordance with an appeals procedure in the company (see also annex F).

Article 4.5 – **Salaries** / Salaries

1. The employer will agree a salary with an employee who has not yet reached pensionable age as defined in the General Old Age Pensions Act which is at least equal to the personal minimum monthly earnings laid down in this article, with due account of:
   - the salary group in which the employee is classified;
   - the age or the years of service accredited to the employee.

2*). The personal minimum salary at 0 years of service will in any case be awarded: in the salary groups A to H inclusive at the age of 23;

or, if the employee is older when this occurs, from the time of being classified in the relevant salary group.

In the salary groups J and K the personal minimum salary shall apply at 0 years of service from the time of classification regardless of age.

*) Applies as of 1 January 2013

3. The personal minimum job salary relating to the maximum number of years of service per salary group shown below should in any case be awarded to employees classified in:

salary group A	with	1	year of service;
salary group B	with	2	years of service;
salary group C	with	3	years of service;
salary group D	with	4	years of service;
salary group E	with	5	years of service;
salary group F	with	6	years of service;
salary group G	with	7	years of service;
salary group H	with	8	years of service;
salary group J	with	9	years of service;
salary group K	with	10	years of service.

4. For employees below the ages given in paragraph 2, the following personal minimum monthly earnings at least shall apply for full-time work.*)

	per	1-12-2013	per	1-1-2014	1-8-2014	1-1-2015
Classification in salary group II	18 years	1.124,10				
	19 years	1.258,95	to 19 years	1.258,95	1.277,83	1.320,64
	20 years	1.393,78	20 years	1.393,78	1.414,69	1.462,08
	21 years	1.528,63	21 years	1.528,63	1.551,56	1.603,54
	22 years	1.663,48	22 years	1.663,48	1.688,43	1.744,99
Classification in salary group III	18 years	1.258,95				
	19 years	1.366,82	to 19 years	1.366,82	1.387,32	1.433,80
	20 years	1.474,68	20 years	1.474,68	1.496,80	1.546,94
	21 years	1.582,58	21 years	1.582,58	1.606,32	1.660,13
	22 years	1.690,44	22 years	1.690,44	1.715,80	1.773,28
Classification in salary group IV	21 years	1.713,21	21 years	1.713,21	1.738,91	1.797,16
	22 years	1.782,57	22 years	1.782,57	1.809,31	1.869,92
Classification in salary groups D and E	18 years	1.258,95				
	19 years	1.366,82	to 19 years	1.366,82	1.387,32	1.433,80
	20 years	1.474,68	20 years	1.474,68	1.496,80	1.546,94
	21 years	1.582,58	21 years	1.582,58	1.606,32	1.660,13
	22 years	1.690,44	22 years	1.690,44	1.715,80	1.773,28
Classification in salary groups F, G en H	21 years	1.713,21	21 years	1.713,21	1.738,91	1.797,16
	22 years	1.782,57	22 years	1.782,57	1.809,31	1.869,92

*) It should be noted with this provision that the monthly earnings must satisfy the Minimum Wage and Minimum Holiday Allowance Act.

5. The statutory minimum youth wage applies to employees in the 'leg-up' salary group.

6. An employee who regularly performs different jobs shall be given the personal minimum monthly earnings for the salary group in which the job carrying the highest ranking has been classified.

General note to Article 4.5 paragraph 7:
It is possible in or by virtue of MB-CAO:

- **to deviate from the system of higher minimum monthly earnings for more years of service according to the following table. If only this system is departed from and if the 10 salary groups in the following table are adhered to, the lowest and highest amounts of the personal minimum monthly earnings in each of the 10 salary groups must be respected;**
- **(also) to deviate from the classification of 10 salary groups. For the relative salaries to be agreed the lowest and highest amounts for the agreed salary groups must then be determined in relation to the lowest and highest amounts of the salary groups in the following table.**

7. The personal minimum monthly earnings as of 1-12-2013 for full-time work are: *) **)

salarisgr. functiejr.	A	B	C	D	E	F	G	H	J	K
0	**1.746,02**	1.774,50	1.816,34	1.875,61	1.947,11	2.032,00	2.129,65	2.247,62	2.397,55	2.570,20
1	1.769,85	1.805,29	1.854,14	1.917,47	1.994,79	2.085,45	2.190,06	2.315,02	2.471,37	2.652,15
2		1.835,54	1.891,33	1.959,30	2.042,45	2.138,92	2.249,94	2.381,87	2.545,18	2.733,52
3			1.928,52	2.001,17	2.090,11	2.192,42	2.310,39	2.448,70	2.619,02	2.815,47
4				2.043,58	2.137,74	2.245,26	2.370,23	2.515,55	2.692,82	2.897,43
5					2.185,41	2.298,78	2.430,70	2.583,00	2.766,66	2.978,77
6						2.352,24	2.490,55	2.649,82	2.840,47	3.060,77
7							2.551,02	2.716,66	2.914,28	3.142,11
8								2.783,49	2.988,10	3.224,08
9									3.061,92	3.306,03
10										**3.387,41**

The personal minimum monthly earnings as of 1-8-2014 for full-time work are: *) **)

salarisgr. functiejr.	A	B	C	D	E	F	G	H	J	K
0	**1.772,21**	1.801,12	1.843,59	1.903,74	1.976,32	2.062,48	2.161,59	2.281,33	2.433,51	2.608,75
1	1.796,40	1.832,37	1.881,95	1.946,23	2.024,71	2.116,73	2.222,91	2.349,75	2.508,44	2.691,93
2		1.863,07	1.919,70	1.988,69	2.073,09	2.171,00	2.283,69	2.417,60	2.583,36	2.774,52
3			1.957,45	2.031,19	2.121,46	2.225,31	2.345,05	2.485,43	2.658,31	2.857,70
4				2.074,23	2.169,81	2.278,94	2.405,78	2.553,28	2.733,21	2.940,89
5					2.218,19	2.333,26	2.467,16	2.621,75	2.808,16	3.023,45
6						2.387,52	2.527,91	2.689,57	2.883,08	3.106,68
7							2.589,29	2.757,41	2.957,99	3.189,24
8								2.825,24	3.032,92	3.272,44
9									3.107,85	3.355,62
10										**3.438,22**

The personal minimum monthly earnings as of 1-1-2015 for full-time work are: *) **)

salarisgr. functiejr.	A	B	C	D	E	F	G	H	J	K
0	**1.778,41**	1.807,42	1.850,04	1.910,40	1.983,24	2.069,70	2.169,16	2.289,31	2.442,03	2.617,88
1	1.802,69	1.838,78	1.888,54	1.953,04	2.031,80	2.124,14	2.230,69	2.357,97	2.517,22	2.701,35
2		1.869,59	1.926,42	1.995,65	2.080,35	2.178,60	2.291,68	2.426,06	2.592,40	2.784,23
3			1.964,30	2.038,30	2.128,89	2.233,10	2.353,26	2.494,13	2.667,61	2.867,70
4				2.081,49	2.177,40	2.286,92	2.414,20	2.562,22	2.742,78	2.951,18
5					2.225,95	2.341,43	2.475,80	2.630,93	2.817,99	3.034,03
6						2.395,88	2.536,76	2.698,98	2.893,17	3.117,55
7							2.598,35	2.767,06	2.968,34	3.200,40
8								2.835,13	3.043,54	3.283,89
9									3.118,73	3.367,36
10										**3.450,25**

***) For this provision it should be noted that the monthly earnings must satisfy the Minimum Wage and Minimum Holiday Allowance Act.**

****) For the minimum increments of the actual salaries, see Article 10.9 of the collective agreement.**

Note:
A salary system for a particular company will generally be based on the conditions and relations in that company. This may mean that different starting ages or numbers of years of service are used than those given in paragraphs 2 and 3 of this article. These can be either higher or lower ages and more or fewer years of service, all taking into account the provisions of Article 4.6 paragraph 1b.

8. If the actual monthly earnings are higher than the amounts given in the table, no rights may be derived from the table in paragraph 7 to revise the relationships between monthly earnings or to increase the actual monthly earnings.

9. The monthly earnings of an employee in the first half of the calendar year shall be at least equal to the personal minimum monthly earnings specified for the age of the employee on 1 April of that year and during the second half of the year equal to the personal minimum monthly earnings specified for the age of the employee on 1 October of that year.

Article 4.6 – Company salary systems

1. a. If a company operates a salary system specific to that company, the provisions of Articles 4.1, 4.3 and 4.4 shall be observed.
   b. The provisions of Article 4.5 paragraph 7 shall apply as a minimum, on the understanding that deviations from both the ages and numbers of years of service shall be permitted, with due observance of the personal minimum monthly earnings.

2. a. There shall be consultation at an early stage between the employer, the employers' association and the employee unions when a salary system is to be either

introduced or radically changed. The salary scales shall be based on the company's existing payment levels.

b. The company shall provide the necessary data for the consultations between the employer, the employers' association and the employee unions.

Note:

1. Both the employer and the employee unions may take the initiative to hold talks on introducing or radically changing a salary system.
2. A salary system is defined in this context as:
   - salary scales based on a system of rules covering the determining of individual job salaries on the basis of factors such as classification into salary groups, age, years of service and possibly in combination with a remuneration system (salary differentiation);
   - a system of rules which constitutes part of the labour relationship between employer and employee, both collectively and individually.

Transitional provision:
If as a result of the application of ISF a salary system is introduced or amended, it shall be done in consultation between the employer and the employee unions and employers' association.

Article 4.7 – Guarantee on the implementation of ISF or ISF and SAO

1. If on the introduction of ISF or ISF and SAO the sum of the monthly earnings and the working conditions allowance amounts to less than the sum of the original monthly earnings and any allowance for difficult working conditions, the latter sum will be guaranteed.

2. In derogation from the provisions of paragraph 1, for employees aged 55 and older the original monthly earnings plus any allowance for difficult working conditions shall be adjusted to the general salary changes agreed in the collective agreement.

3. If and for as long as the salary amounts to less than the original salary following the introduction of ISF or ISF and SAO the original salary shall be used for the purpose of establishing the conditions of employment attached to the salary.

Article 4.8 – Special leave

1. For the purpose of the basic working year of the employee – with the consequences as regulated in the following paragraphs of this article – the number of hours which the employee has not worked in deviation from the duty rota fixed for him, or in the absence of a duty rota a total of 8 hours per day, shall be regarded as hours worked, in the case of:

Article 3.9 paragraph 3	- time off after overtime;
Article 3.12	- training days;
Article 3.18	- buying days;
Article 4.14	- additional hours and overtime;
Article 5.4 and 5.5	- additional leave;
	- repeat military exercises;

- pregnancy and maternity;

Article 6.1 - short periods of absence;
Article 6.2 - periods of lay off during contract of employment;
Article 6.3 - special leave;
Article 6.4 - incapacity for work, excluding the days or parts of days which in accordance with Article 5.7 paragraph 2a second line, have been decided on and of the collective leave day(s) on which the disabled employee did not wish to be exempt from his/her reintegration obligations.

2. In addition, for the purpose of defining the basic working year of the employee the hours that were designated as leave for the employee under the duty rota will also be regarded as hours worked if the employee was unfit for work during those hours.

Note:
There is no entitlement to a replacement rota free period in the event of incapacity for work on scheduled rota free parts of days.

3. The wages for hours of absence shall be included in the monthly earnings that continue to be paid in the following cases as referred to in paragraph 1 of this article:
   Article 3.9 paragraph 3 - time off after overtime;
   Article 3.12 - training days;
   Article 4.14 - additional hours and overtime;
   Article 5.4 and 5.5 - additional leave;
   Article 6.1 - short periods of absence;
   Article 6.2 - periods of lay off during contract of employment where the hours occur during a period of one week;
   Article 6.3 - special leave,
   as well as all cases referred to in paragraph 2 of this article.
   For work performed in regular shifts the average hourly shift supplement, as calculated over the three preceding months, shall be paid for the hours of leave.

4. For the hours that are regarded as hours worked in the case of Article 6.4 paragraphs 1 and 2, incapacity for work, the employer is obliged to pay the statutory wage (plus a supplement as referred to in Article 6.4 paragraph 1).

5. For the hours that are regarded as hours worked, in so far as is necessary contrary to the provisions of Sections 7: 629 and 7: 628 of the Netherlands Civil Code, the employer will not be required to pay a salary in the event of:
   - repeat military exercises;
   - pregnancy and maternity;

   Article 3.18 - buying days;
   Article 6.2 - periods of lay off during contract of employment, in so far as they are hours after a period of one week;
   Article 6.2 - temporary short-time working;
   Article 6.4 - incapacity for work, in so far as it involves a period following the period during which continued payment of salary is legally required.

Article 4.9 – Changes to salary group

1. If an employee is classified in a higher salary group the employer bears in mind with reference to the job salary to be agreed and/or the salary rise to be agreed the previous monthly earnings and what is proportionally considered reasonable in the company.

2.. Employees who are going to perform a job which is classified in a higher salary group shall be paid the salary for the higher salary group (if necessary: the personal minimum salary) no earlier than after one month and two months at the latest. During this period the employees will retain the salary that they earned in the job that they performed up to then. This provision does not apply if the employee returns to the former job after a predetermined period or at the end of a particular job.

3. Employees below the age of 45 who are going to perform a job which is classified in a lower salary group shall be paid the salary they earned in the job that they performed up to then for the notice period that would have applied to them for the employer if the employer had wanted to terminate the contract of employment.
   Employees aged 45 or older who are going to perform a job which is classified in a lower salary group shall retain the salary that they earned in the job that they performed up to then for a period equal to twice the notice period that would have applied to them for the employer if the employer had wanted to terminate the contract of employment.

   In addition, if employees are going to perform a job which, compared with their previous job, is:
   a. classified one salary group lower, they shall retain their salary for two more months if they have been employed for an uninterrupted period of at least five years;
   b. classified two salary groups lower, the provisions under a. shall likewise apply; subsequently, for one month they shall receive a salary appropriate to the salary group which is a group lower than that in which their previous job was classified;
   c. classified more than two salary groups lower, the provisions under a and b shall likewise apply; subsequently, for one month they will be paid a salary appropriate to the salary group which is two salary groups lower than that in which their previous job is classified.

   The provisions of this paragraph do not apply if employees are reassigned to their previous job after a predetermined period or after a particular job.

4. Employees aged 60 or older who have to perform a function which is classified in a lower salary group shall maintain their salary.

Article 4.10 – Refresher training and retraining

Article 4.5 paragraph 7 shall not apply for three months for employees who are given refresher training on commencing employment.

Refresher training is defined as a training course designed to enable an employee to regain a skill which has been wholly or partially lost in carrying out a particular job which

was performed by the employee being trained, regardless of whether this employee was formerly employed under a contract of employment or was self-employed.

Article 4.5 paragraph 7 shall not apply for the first six months to employees who are offered retraining on commencement of employment, with the proviso that this period may be extended from six to twelve months if the employee is being retrained for a job that is classified in one of the salary groups D to F inclusive.

Retraining is defined as a training course for a position other than the one that the employee who is to be trained has performed up to that time, regardless of whether this employee previously worked under a contract of employment or was self-employed.

Note:
The provisions of this article are not intended to result in these employees receiving a lower income than, for example, the salary scale for salary group A (Article 4.5 paragraph 7). It is of course the intention that the salary will gradually rise to the appropriate salary according to the progress made.

Article 4.11 – Employees with pension entitlement

Employees who have reached pensionable age as defined in the General Old Age Pensions Act, shall be paid the salary that is customary in the company for the job to be performed by them under the new employment relationship with due observance of the provisions of Article 6.4 paragraph 4. The amount that the employee no longer pays in social insurance and pension contributions may be deducted from the salary.

Note:
If the salary of an employee who has reached pensionable age as defined in the General Old Age Pensions Act is reduced by the amount of the social insurance and pension contributions that the employee no longer pays, this amount may be deposited in a savings account and paid to him at the end of the contract of employment. With the consent of the employee this can also be done with payments from a company pension fund.

Article 4.12 – Payment for shift work

1 In the case of full-time work, employees working on a two-shift basis shall receive, per month, per period or per week, a supplement of 13.3% of the monthly, periodic or weekly earnings respectively.

2. In the case of full-time work, employees working on a three-shift basis shall receive, per month, per period or per week, a supplement of 15% of the monthly, periodic or weekly earnings respectively.

3. If a company operates a two- and three-shift operation and a uniform supplement has been prescribed, a single percentage may be adopted bearing in mind the percentages referred to in paragraphs 1 and 2 of this article.

Note to paragraph 3:
If a uniform percentage is adopted, a percentage higher than 13.3% and lower than 15% can be used.

The extent to which work is performed in two or three shifts may play a role in deciding on the uniform percentage.

4. If work is carried out on Sundays under the shift operation, for full-time work a supplement of 0.48% of the monthly earnings (with hourly earnings 0.58% of the monthly earnings: 82.8% of the hourly earnings) shall be paid for each of the hours worked.
   If work is performed on the public holidays referred to in Article 1.1 paragraph 7 under the shift operation, a supplement of 1.06% of the monthly earnings (with hourly earnings 0.58% of the monthly earnings: 182.8% of the hourly earnings) shall be paid for each of the hours worked. The above shall not apply, however, if no work is performed during 18 successive hours which coincide with the 24-hour period of a public holiday.

5. Employees below the age of 45 and regularly working shifts who are to perform work during normal working hours or in a different kind of regular shift with a lower shift allowance shall retain the shift allowance which they earned on the shift they last worked for the period of notice that would apply for the employer if the employer had wished to terminate the contract of employment.
   This period shall also be extended by two months if the employee has worked shifts for at least 5 uninterrupted years.
   The period for which the employee has worked shifts without interruption shall be taken as the basis for determining the period for which the shift allowance must continue to be paid.

6. Employees aged 45 or above and regularly working shifts who are to perform work during normal working hours or in a different kind of regular shift with a lower shift allowance shall retain the shift allowance which they earned on the shift they last worked for a period equal to twice the period of notice that would apply if the employer had wished to terminate the contract of employment.
   This period shall also be extended by two months if the employee has worked shifts for at least 5 uninterrupted years. The period which the employee has worked shifts without interruption shall be taken as the basis for determining the period in which the shift allowance must continue to be paid.

Note to paragraphs 5 and 6:
"Regular shift" is defined as shift operations which have been followed for at least 1 year or should be followed for at least one year according to a rota laid down in advance.

Article 4.13 – Payment for continuous operations

Where work is performed as a continuous operation (more than three shifts) the employer shall lay down the working hours arrangements in consultation with the works council. The payment arrangements for this shall be drawn up in consultation with the employers' association and the employee unions.

Article 4.14 – Additional hours and overtime*)

1. As recompense for additional hours and overtime the employee shall be entitled to time off in lieu to be taken at times when the operational situation allows and at which the employee should work according to the duty rota.
   These times shall be laid down following consultation between the employee and the employer.
   It is recommended that the time off in lieu be taken in the same quarter as the additional hours and/or overtime were worked.
   The compensation shall be offered in the form of a minimum of parts of days according to the rota.

*) See Article 1.1, paragraphs 14 and 15 for the definition of additional hours and overtime.

2. In consultation between the employer and the employee, the employee's entitlement as referred to in paragraph 1 of this article may be replaced by entitlement to payment of hourly earnings per additional hour of overtime.

3. Any additional hours which have not been offset by time in lieu or been paid for in accordance with the provisions of paragraph 2 of this article by the end of the calendar year shall be carried over to the next calendar year and accredited to the employee as time off in lieu or, following consultation with the employee, 50% of the additional hours shall be paid at 0.60% of monthly earnings (with hourly earnings 0.58% of the monthly earnings: 103.4% of the hourly earnings) per additional hour and the outstanding additional hours carried over to the next year and accredited to the employee as time off in lieu.

4. Over and above the hourly payment in accordance with the preceding paragraphs of this article, the employer shall pay the employee the following supplements for overtime:
   a. 0.14% of monthly earnings**) (in the case of 0.58% of the monthly earnings: 24.1% of the hourly earnings) per hour for the first two hours directly preceding or following the normal working day.
      "Hours directly preceding" or "following" also include overtime which is separated from the normal working day by a statutory rest period or a rest period based on local conditions;
   b. 0.24% of monthly earnings**) (in the case of 0.58% of the monthly earnings: 41.3% of the hourly earnings) per hour for additional hours on Monday to Friday;
   c. 0.27% of monthly earnings**) (in the case of 0.58% of the monthly earnings: 46.6% of the hourly earnings) per hour for hours on Saturday up to 2.00 p.m.;
   d. 0.37% of monthly earnings**) (in the case of 0.58% of the monthly earnings: 63.8% of the hourly earnings) per hour for hours on Saturday after 2.00 p.m.;
   e. 0.48% of monthly earnings**) (in the case of 0.58% of the monthly earnings: 82.8% of the hourly earnings) per hour for hours on Sunday and the public holidays given in Article 1.1 paragraph 7.

**) See annex H for supplement percentages.

5. No payment or supplement shall be owed for overtime if the additional hours follow on from the normal working day and are designed to conclude normal daily duties, are only ad hoc and do not last longer than half an hour. If they last longer than this, payment shall be due for the entire duration.

6. No payment or supplement shall be owing for catch up hours which are defined as:
   a. hours worked by the employee as a result of a shutdown over and above the normal working day and the number of hours laid down in the duty rota, where this number does not exceed the number that the employee failed to work as a result of the shutdown;
   b. hours worked by the company as a whole or one or more departments following consultation with the works council which are outside the normal working day and above the number of hours laid down in the duty rota with the previously established objective of catching up on expressly designated hours which either were not or will not be worked, excluding the public holidays referred to in Article 1.1 paragraph 7 and leave days.
   When catching up lost time caused by unworkable weather, no payment shall be made for a maximum of three days per winter season.

Article 4.15 – Fewer hours worked by on-call employees

If an on-call worker has worked fewer than the agreed minimum number of hours in a particular payment period, within three months of the end of this period the employer may still designate the hours that have not been worked but have been paid for as hours to be worked without owing payment for them.

Article 4.16 –Supplement for different working hours

1. Where an employee in full-time employment has been instructed to work different working hours the employer shall pay:
   a. no supplement on the monthly earnings*) for the first hour directly preceding or following the normal working day up to a maximum of one hour per day.
   The hour "directly preceding or following" is also defined as including the hour which is separated from the normal working day by a statutory rest period or one dictated by local conditions;
   b. an hourly supplement of 0.11% of the monthly earnings*) (in the case of 0.58% of the monthly earnings: 19% of the hourly earnings) for the two hours directly preceding or following the normal working day;
   c. an hourly supplement of 0.21% of the monthly earnings*) (in the case of 0.58% of the monthly earnings: 36.2% of the hourly earnings) for all other hours.

*) For the supplement in the case of periodic and weekly payment, see annex H.

2. These supplements do not apply to the hours:
   a. which employees work outside their normal working day as a result of a shutdown, where this number of hours does not exceed the number of hours of overtime that they failed to work on the same day on account of the shutdown;

b. which, following consultation with the works council, are worked outside the normal working day by the company as a whole or one or more departments for the previously established purpose of catching up on that same day expressly designated hours which either were not or will not be worked.

Article 4.17 – Payment of overtime with continuous operations

The employer shall lay down a scheme in consultation with the employee unions, after consulting with the works council, for the payment of overtime on continuous operations.

CHAPTER 5 – LEAVE

§1. General provisions

Article 5.1 – Description

1. Leave shall be considered as the days established as such by the employer with due observance of Article 5.7.

2. The following shall not be considered as leave:
   a. the public holidays specified in Article 1.1 paragraph 7;
   b. the days or parts of days on which the employee fails to perform the specified work on account of being unfit to do so. This does not apply to the days or parts of days which have been decided on in accordance with Article 5.7.2a or to the collective leave day(s) (or parts thereof) on which the disabled employee did not wish to be exempt from his/her reintegration obligations;
   c. the days or parts of days on which the employee fails to perform the specified work for other reasons specified in chapter 6 (absence);
   d. the time during which employees fail to perform the specified work because, other than for initial military training and without the intention of entering military service or other Government service by way of occupation, they meet a commitment imposed upon them by law or resulting from an agreement which they have entered into with the Government concerning the defence of the country or the protection of public order;
   e. the time during which a female employee fails to perform the specified work on account of pregnancy or confinement;
   f. the time during which young employees fail to perform work because they are undergoing education for which the employer has given them the opportunity by virtue of the law or this agreement.

3. An employee who becomes unfit for work during the leave laid down for him shall immediately notify this in the prescribed manner.
   If the employer continues to pay the wage in connection with illness the days on which the employee is unfit for work do not count as leave.

4. If an employee finds himself in circumstances as described in paragraph 2c to 2f inclusive during the leave laid down for him, these days shall not be considered as leave only if the employer is notified of these circumstances before the leave commences.

Article 5.2 – Continued payment of salary and setting-off of leave during contract of employment

1. Employees shall retain entitlement to their salary during the leave.

2. The employer shall be entitled to offset any excess leave days either given in advance or as collective leave against leave which has still to be earned.

3. As long as the contractual relationship continues to exist, leave entitlement may only be replaced by a monetary payment in so far as this entitlement exceeds the minimum prescribed in Section 7: 634 of the Netherlands Civil Code.

Note:
For continued payment of salary if the employee is not working, see Article 4.8

§2. Earning leave entitlement

Article 5.3 – Leave entitlement

1. Full-time employees are entitled to 25 leave days (200 hours) per annum. From 1 January 2009 full-time employees are entitled to 27 days (216 hours) of leave per annum.
   The employee who, according to the normal duty rota of 52 weeks:
   a. works six days a week for a maximum of 13 weeks receives one additional day (8 hours);
   b. works six days a week for a minimum of 14 and a maximum of 26 weeks receives two additional days (16 hours);
   c. works six days a week for a minimum of 27 and a maximum of 39 weeks receives three additional days (24 hours);
   d. works six days a week for a minimum of 40 weeks receives four additional days (32 hours).
   Public holidays falling on working days and leave days shall be considered as days worked for the purpose of leave entitlement.

2. In derogation from the second sentence of paragraph 1, employees who qualify for the transitional arrangement on additional leave for older employees*) are entitled to 25 days of annual leave from 1 January 2009.

*) The transitional arrangement on additional leave for older employees referred to in Article 5.5 applies for employees who are employed by their employer on 1 January 2009 and are 40 years of age or older on that date. Employees whose employment with the employer commences after 1 January 2009 and employees who are younger than 40 on 1 January 2009 are therefore not entitled to the transitional arrangement. These employees are entitled to 27 days of annual leave with effect from 1 January 2009.

3. The increase in the number of leave days as of 1 April 1991 from 23 (184 hours) to 24 leave days (192 hours) per annum and as of 1 April 1992 to 25 leave days (200 hours) per annum does not apply to the employee whose employer has concluded an agreement with the employee unions on the grounds of which the Basic Working Year in the company is shorter than the Basic Working Year referred to in the collective agreement and which also includes further agreements on the consequences or arrangements for the consequences arising from an explicit reduction of the Basic Working Year to be agreed in the collective agreement relating to the branch of industry in question.

THE FOLLOWING PROVISION APPLIES AS OF 1 JANUARY 2009:

Article 5.4 – Additional leave for long service

1. Employees who have been in the service of one employer for 25 years without interruption will receive each year one day's leave (8 hours) more than the number to which they are entitled by virtue of Article 5.3 with effect from the calendar year in which they reach the 25 years of service. This additional leave will not fall on a Saturday. If necessary consultations shall be held with the works council on the application of the concept of "without interruption".

2. In derogation from paragraph 1, employees who are entitled to extra days of leave by virtue of Article 5.5 paragraph 2 are not entitled to additional leave for long service.

Note 1:
In establishing whether service has been interrupted allowance shall be made for the fact that interruptions may occur which in all reasonableness should be ignored for the purpose of applying this article. In such cases, however, the period of interruption should not be included when calculating the number of years of service.

Note 2:
It is not possible to merge additional leave for length of service (Article 5.4) and the transitional provision of additional leave for older employees who are aged 50 or older on 1 January 2009 (Article 5.5 paragraph 2 as applies as of 1 January 2009). Employees who are entitled to additional leave by virtue of Article 5.5 paragraph 2 as applies as of 1 January 2009 are not entitled to additional leave for long service.

The following provision applies as of 1 January 2009:

Article 5.5 – Additional leave for older employees

1. Employees who are employed by the employer on 1 January 2009 and are 50 years of age or older on that date are entitled to the additional leave for older employees in accordance with the provisions of paragraph 2.
   Employees who are employed by their employer on 1 January 2009 and are 40 years of age or older but younger than 50 on that date are entitled to the additional leave for older employees in accordance with the provisions of paragraph 3 or paragraph 4.

2. Employees in accordance with paragraph 1 who on 1 July
   - are 54 shall receive 3 leave days per calendar year in addition to their entitlement under Article 5.3;
   - are 55, 56, 57 shall receive 5 leave days per calendar year (40 hours) in addition to their entitlement under Article 5.3;
   - are 57.5 shall receive 7 leave days (56 hours) per calendar year in addition to their entitlement under Article 5.3;
   - are 58, 59 shall receive 10 leave days (80 hours) per calendar year in addition to their entitlement under Article 5.3;

- are 60 years shall receive 12 leave days (96 hours) per calendar year in addition to their entitlement under Article 5.3;
- are 61 shall receive 13 leave days (104 hours) per calendar year in addition to their entitlement under Article 5.3;
- are 62 shall receive 17 leave days (136 hours) per calendar year in addition to their entitlement under Article 5.3;
- are 63 shall receive 22 leave days (176 hours) per calendar year in addition to their entitlement under Article 5.3;
- are 64 or older shall receive 22 leave days (176 hours) per calendar year in addition to their entitlement under Article 5.3.

3. The employee as referred to in paragraph 1 who is 45 years of age or older but younger than 50 on 1 January 2009 is entitled to 4 additional days of leave per calendar year.

4. The employee as referred to in paragraph 1 who is 40 years of age or older but younger than 50 on 1 January 2009 is entitled to 3 additional days of leave per calendar year.

5. The additional leave shall not fall on a Saturday.

Article 5.6 – Earning leave during the calendar year

With due observance of the provisions of the previous article, leave shall be earned in proportion to the length of service during the calendar year.

§3. Taking leave

Article 5.7 – Procedure

1. The employer shall prescribe the continuous leave and leave days in or following consultation in accordance with the provisions of paragraphs 2a, b, c, d and e and paragraph 3. With regard to working on Good Friday, 15 August and 1 November and other religious feast days of importance to the employee, the employer will shall take serious account of the employee's beliefs.

2. a. The individual continuous leave and the individual leave days shall be decided on following timely consultation between the employer and the employee. The employer determines the individual continuous leave and individual leave days of the disabled employee in accordance with the wishes of the disabled employee.
   b. The collective continuous leave shall be laid down once agreement has been reached with the works council.
   c. The employer may, following consultation with the works council, prescribe one collective leave day per calendar year.
   d. The employer may, with the consent of the works council, also prescribe two collective leave days per calendar year.
   e. The employer may only prescribe additional collective leave days following agreement with the works council.

f. The collective continuous leave and the collective leave days shall if possible be prescribed before 1 February.

3. If there are serious reasons for doing so, and following consultation with the employee, the employer may change the holiday period that was specified. The employer shall reimburse any losses suffered by the employee as a result.

Note:
On the assumption that it is desirable to spread leave over a long period, the parties recommend that unless company interests dictate otherwise preference should be given to individual segments of continuous leave, provided they are sufficiently spread out.

Article 5.8 – Dates of leave

1. As a rule, the leave should preferably be taken in the year in which it is earned.

2. Wherever possible, the continuous leave should commence between 30 April and 1 October and as a rule should extend over two successive weeks.

3. If a collective period of continuous leave which is shorter than two successive weeks is prescribed, it should as a minimum extend over eight successive calendar days (including Saturdays and Sundays).

4. In prescribing the duration of the collective continuous leave, the employer shall take into account the beliefs of employees who wish to take leave on Good Friday, 15 August and 1 November, and other religious feast days of importance to the employee.

5. Employees working shifts or in a continuous operation shall have at least one Sunday and two full weekends in a period of continuous leave.

Recommendation:
It is recommended that in prescribing the period of continuous leave any holiday commitments already entered into by the employee should be taken into account.

Article 5.9 – Saturdays

1. For employees as referred to in Article 5.3 paragraph 1a, one leave day shall fall on a Saturday on which they would work according to the normal duty rota.
   For employees referred to in Article 5.3 paragraph 1b, two leave days shall fall on such a Saturday.
   For employees referred to in Article 5.3 paragraph 1c, three leave days shall fall on such a Saturday.
   For employees referred to in Article 5.3 paragraph 1d, four leave days shall fall on such a Saturday.

Employee referred to in	with a total number of leave days of																						
	1-8,	9,	10,	11,	12,	13,	14,	15,	16,	17,	18,	19,	20,	21,	22,	23,	24,	25,	26,	27,	28,	29
Art. 5.3 (1) a	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	-	-	-
Art. 5.3 (1) b	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	2	-	-
Art. 5.3 (1) c	0	0	0	0	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	-
Art. 5.3 (1) d	0	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	3	3	3	3	3	4

2. In the case of a contract of employment extending over part of a calendar year the Saturdays in the above schedule will be included in the leave.

§4. Holiday allowance

Article 5.10 – Holiday allowance

1. The employer shall give the employee an annual holiday allowance which is earned in the period from 1 July to 30 June inclusive. The holiday allowance must be paid on 1 July of the calendar year.

2. The holiday allowance shall be 8% of the monthly earnings*) for each month of employment in the period referred to in Article 5.10 paragraph 1 of the collective agreement. The holiday allowance shall be calculated on the basis of the monthly earnings for the month of June. If the contract of employment is terminated before 1 June, the allowance will be calculated on the basis of the monthly earnings in the last month.
If an employee works or has worked in regular shifts) the holiday allowance will be increased by an amount equal to 8% of the shift allowances as referred to in Article 4.12 paragraphs 1 to 4 inclusive, which the employee has earned since 1 July of the preceding calendar year.**
To calculate the holiday allowance of commercial travellers the salary in the month of June will be taken as the basis increased by the average monthly income from commission during the period from 1 July of the preceding calendar year to 1 July in the current calendar year, on the understanding that the holiday allowance will not be more than a maximum of 8% of three times the statutory minimum wage as at 30 June in the current calendar year. If the employment is terminated prior to 1 June, the salary in the last month will be taken as the basis for the calculation plus the

average income from commission per month in the preceding twelve months. If, however, 8% of the salary for the month of June for every month of employment in the period referred to in paragraph 1, comes to a higher amount, the higher amount applies. If the contract of employment is terminated before 1 June, the allowance will be calculated on the basis of the salary in the last month.

*) **For the definition, see Article 1.1 paragraph 24.**

) **"Regular shifts" are defined as shift operations which have been followed for at least one year or should be followed for one year in accordance with a rota laid down in advance.

3. **In the case of full-time employment the holiday allowance for an employee aged 23 or older shall be at least € 167.03 gross per month as of 1 December 2013, at least € 169.54 gross per month as of 1 August 2014, at least € 170.13 gross per month as of 1 January 2015 for every month of employment.**

4. **For employees who are disabled, the holiday allowance shall only be owed for two years after the disability commenced, subject to deduction of any holiday allowance received by the employee under social security.**

5. **No holiday allowance shall be owed over a period during which the employee has not performed the work and the employer does not owe a wage.**

CHAPTER 6 – ABSENCE

Article 6.1 – Short periods of absence

1. An employee who needs a (short) period of absence within working hours on account of special circumstances shall be permitted to take it where this is customary within the company.

2. In the event of such absence, the salary shall continue to be paid in the cases listed below and for the periods shown:

a. 4 days:	death of partner; death of a child living at home;
b. 2 days:	marriage of the employee or for entering into a partnership agreement before a civil law notary or for registration of the partnership; death of a child not living at home; death of one of the parents;
c. 1 day:	partner's confinement*); adoption of a child; employee's 25th or 40th wedding anniversary; child's marriage; the death of or to attend the funeral of: one of the employee's or the partner's grandparents; sister and/or her partner; brother and/or the partner; one of the parents of the employee's partner; a sister of the employee's partner; a brother of the employee's partner; the partner of a child; a grandchild; medical for military service;

*) Alongside the short period of absence in the event of the partner's confinement, the employee Is also entitled by law to paternity leave.

d. maximum of 1 day in total per calendar year:	marriage of a brother, sister or grandchild, confirmation of a child, brother or sister, ordination of child or brother;

e.	for a period to be determined on a reasonable basis up to a maximum of 1 day:	compliance with a statutory regulation or commitment imposed by the Government which has to be satisfied in person and where no reimbursement can be obtained from the government; taking professional examinations to obtain an accredited diploma if this is in the company's interests; publication of banns.

3. The term partner as referred to in paragraph 2 is defined as the spouse or the man or woman with whom the employee has a permanent relationship or with whom a child of the employee has a permanent relationship and who has been notified as such to the employer in advance by the employee.

4. There shall be consultation within the company on any deviations from the cases referred to in paragraph 2, e.g. on the grounds of regional or local customs.

5. Arrangements shall be made in the company for absence for the purpose of visiting a GP, dentist, consultant, or for post-illness treatment.

Article 6.2 – Payment for periods of lay off during contract of employment

1. The application of Section 7: 628 of the Netherlands Civil Code is restricted to one week. The employer shall pay the salary during this period.

2. In the event of work being interrupted on the basis of the General Authorisation to reduce working hours in the event of weather being unworkable or adverse water levels (Decree by the College of Government Intermediaries of 6 December 1945, Government Gazette 1945, no 129), the provisions of paragraph 1 shall apply afresh to each period of interruption to work.

3. Contrary to the provisions of paragraph 1, Section 7: 628 of the Netherlands Civil Code shall not apply at all and the employer shall therefore pay no salary for the hours in which no work was carried out if the employer introduces a temporary short-time working scheme approved by the competent body.

Note to paragraph 3:
Before proceeding to introduce a temporary short-time working scheme as per Section 8 of the Labour Relations (Special Powers) Decree (BBA), the employer is advised to consult with the employers' association and employee unions and with the works council.

4. If the employee is entitled to benefit under the Unemployment Insurance Act because the employer is not or is no longer obliged to pay the salary under the provisions of the previous paragraph, the employer shall supplement this benefit to bring it up to the level of the salary.

5. In the cases as referred to in paragraphs 2 and 3 the employer shall continue to pay the salaries of employees to whom the provisions of paragraph 4 cannot be applied on account of the conditions laid down by or by virtue of Sections 15 to 21 inclusive of the Unemployment Insurance Act*).

N.B. The Unemployment Insurance Act does not apply to employees over the age of 65.

*) In summary, these articles stipulate among other things that entitlement to benefit under the Unemployment Insurance Act exists only if the employee:
   a. has lost five or at least half of the working hours per week and
   b. has worked for at least 26 weeks in the 36 weeks preceding unemployment.

Article 6.3*) – **Special leave for employees who are union members** / Special leave for employees who are union members

1. Provided an application is submitted in good time to the company by the employee union, employees who are members of the employee unions shall be given paid leave of absence for the following activities, having due regard to the provisions of paragraph 2:
   a. participating as an official representative in Union congresses, Union councils, general meetings or a comparable body;
   b. participating in courses organised by the employee unions; in this case leave shall be granted only if it does not conflict with company interests;
   c. participating as an official representative in collective agreement negotiations in the Metalektro Consultative Council.

***) This article can only be deviated from in a MB-CAO with respect to employees who are members of unions which are actually involved in concluding the MB-CAO and have signed it.**

Note to paragraph 1(a):
Comparable bodies are

FNV Bondgenoten:	Industry Group Council and Industry Group Section;
CNV Vakmensen:	Coordination Committee, District Metal Committees, Collective agreement committee for the Metalektro Industry; Metal and Electrical Group;
De Unie:	Executive Council and Board for the Metal Working Industry Group.

2. The requirement referred to in paragraph 1b to grant special paid leave is restricted in principle to 2 days per 2 years per 9 employees organised in the employee unions in each individual company.

Article 6.4 – **Payment in the event of incapacity/capacity for work**

Paragraphs 1 to 10 inclusive apply as of 1 April 2005

1. The employer is obliged to supplement the statutorily prescribed wage, for the first 52 weeks of incapacity for work, to the incapacitate employee who has no entitlement to a benefit under the Sickness Benefits Act for an amount equal to the difference between the statutory wage and 100% of the full daily wage for the purpose of the Sickness Benefits Act*). The Sickness Benefits Act daily wage is defined in this context as the Sickness Benefits Act daily wage plus the save-as-you-earn deduction. For the purposes of determining the daily wage under the Sickness Benefits Act the private use of the car placed at the employee's disposal by the employer is disregarded.

***) The breakdown of the Sickness Benefits Act daily wage is given on the ROM's website at www.caometalektro.nl**

2. The employer is obliged to supplement the statutorily prescribed wage, after the first 52 weeks of incapacity for work, for a period of 52 weeks, to the Incapacitated employee who has no entitlement to a benefit under the Sickness Benefits Act up to an amount of a maximum of 70% of the full daily wage for the purpose of the Sickness Benefits Act*).

3. The employer may, in consultation with the employee unions, and bearing in mind the provisions of Section 7: 629 paragraph 1 of the Netherlands Civil Code, reduce the percentage referred to in paragraph 1 by a number of percentage points, spread, if desired, over different periods during the first 52 weeks of incapacity for work while at the same time increasing the statutory percentage referred to in paragraph 2 by the same number of percentage points, again, if desired, spread over different periods.

4. For the first two days during which no work is performed as a result of incapacity for work the employer does not have to continue paying the employee's wage or provide a supplement and after these days no supplement to the legally prescribed wages is required if
- **employees have reached pensionable age as defined in the General Old Age Pensions Act;**
- **employees have been deprived of their liberty.**

5. For the first day on which no work is performed because of incapacity for work the employer does not have to continue paying the employee's wage or provide a supplement in cases and under the conditions set out in the arrangement to prevent abuse which already exists in the company or is adopted by the employer after agreement with the works council.

6. The employer shall not avail himself of the statutory possibility of reaching agreement with the employee that in the event of reporting sick a day's leave can be deducted.

7. If and for as long as employees who are incapacitated for work optimally cooperate in their recovery and reintegration in the opinion of the employer and in the opinion of the company doctor, the employer is obliged to supplement the statutorily prescribed wage after the first 52 weeks of incapacity for work for a period of 52 weeks for an amount equal to the difference between the statutory wage and 80% of the full daily wage for the purposes of the Sickness Benefits Act.*)

8. If in the opinion of the company doctor the fully incapacitated employee has no further lasting capacity for work the employer is obliged to supplement the statutorily prescribed wage after the first 52 weeks of incapacity for work for a period of 52 weeks for an amount equal to the difference between the statutory wage and 80% of the full daily wage for the purpose of the Sickness Benefits Act.*)

9. The employer is entitled, if necessary in derogation from the provisions of paragraphs 1 to 8 inclusive of this article, to impose sanctions on the employee who contravenes the regulations concerning controls which have been laid down in a company regulation setting out how employees should act in the event of illness. The sanctions must be included in the regulation. This company regulation must be adopted in consultation with the works council.

10. The employer, as behoves a good employer, has a duty to offer a partially incapacitated employee suitable work. If the employer has no suitable work available the employee is informed of this in writing. In that case the employee will be offered guidance in finding suitable work with a different employer within or outside the sector. The employee, bearing in mind the statutory possibilities of appeal, will cooperate in this.

11. The employer is obliged to make supplementary payments to the partially incapacitated employee for a maximum of two years counting from the date of the resumption of work if this employee takes up suitable work or the employee's own adapted work with the employer, or resumes suitable work with the accompanying salary with a different employer. These supplements will be such that together with the salary, any other supplements and/or payments and the disablement benefit payments are equal to the amount that the employee would have received during the first year as of the date of resumption of work if during this period the employee would have been entitled to 100% of the full daily wage for the purposes of the Sickness Benefits Act.*) In the second year as of the date of the resumption of work these supplements should produce an amount equal to 90% of the full daily wage for the purposes of the Sickness Benefits Act.*)

12. The supplements referred to in paragraph 11 upon resumption of work should also be provided to the employee who, in consultation with the company doctor, carries out work as part of work therapy.

13. If the employee's working hours are increased or reduced during the reference period that applies for establishing the daily wage for the purposes of the Sickness Benefits Act, a notional daily wage for the purposes of the Sickness Benefit Act shall apply for the purposes of paragraphs 1, 7, 8 and 11. That notional daily wage for the purposes of the Sickness Benefit Act shall be equal to the daily wage for the purposes

of the Sickness Benefit Act that would have applied if the employee's working hours during the entire reference period had been the working hours that applied at the time when the incapacity for work commenced.

14. The (notional) daily wage for the purposes of the Sickness Benefits Act referred to in paragraphs 1, 2, 7, 8, 11 and 13 will be amended along with the general salary changes applying in the Metalektro.

Recommendation 1:
As part of the reintegration of those who are partially unfit for work within the industry, the parties recommend that the enterprises should examine which posts within the company are suitable or can be made suitable to be carried out by partially unfit employees.
At the same time the parties recommend that in the case of these posts becoming vacant, these vacancies should be reported for the purpose of filling them to one or more bodies charged with responsibility for reintegrating these employees.

Recommendation 2:
To arrive at an integral approach to the prevention of avoidable absenteeism through illness and possible disability for work, the parties recommend that the enterprises in the industry in consultation with the works council or the safety, health and working environment committee should develop an action plan for their own company.
Aspects which should in any case be covered in this plan are:
- **a timetable for making the planned improvements so that effective monitoring of progress and evaluation are possible;**
- **a list of possible improvements relating to the quality of work within the company, particular attention being paid to noise, ergonomic conditions, social conditions and dangerous substances;**
- **the approach adopted to promote a reduction in absenteeism through illness in which thought should be given to setting up a targeted absenteeism policy of which social and medical guidance are a part.**

Article 6.5 – WGA gap insurance

1. With effect from 1 January 2009 the employer is obliged to offer the employee a WGA gap insurance under the Return to work of partially incapacitated workers act (WGA) to cover the financial risk of incapacity for work for at least 35% but less than 80%. This insurance must give employees a claim to a periodic benefit to supplement the WGA follow-up benefit at least until they reach the age at which they are entitled to the state retirement pension under the General Old Age Pensions Act. The amount of the benefit must be equal to 70% of the daily wage for the purposes of the Sickness Benefits Act up to a maximum of the daily wage for the purposes of the Sickness Benefits Act multiplied by the percentage of incapacity for work and less the WGA follow-up benefit. The premium for the WGA gap insurance was paid by the employee until 1 January 2011. As of 1 January 2011 50% of the premium for the WGA gap insurance will be paid by the employer. For the purposes of determining the daily wage under the Sickness Benefits Act the private use of the car placed at the employee's disposal by the employer is disregarded.

2. **If the employer already offered employees a WGA gap insurance on 1 November 2007 the insurance must comply with the conditions stipulated in the previous paragraph on the occasion of the first contract extension after 1 January 2009.**

3. **The obligation to offer a WGA gap insurance does not apply for employers who bear the risk referred to in paragraph 1 themselves or who decide to assume the risk on the advice of the Works Council.**

Article 6.6 – WIA insurance

With effect from 1 January 2009, the employer shall be obliged to pay 50% of the premium for a WIA (Work and Income According to Labour Capacity Act) insurance to be determined by the ROM, if the employee joins this insurance scheme.

Note:
The parties have agreed that a WIA insurance will be provided in the sector from 1 January 2009. Employees will be given the option of joining the insurance scheme. The WIA insurance will cover the financial risk in the event of incapacity for work of between 15% to 35%. This insurance will provide the employee with a regular benefit of 100% of the daily wage for the purposes of the Sickness Benefits Act up to the maximum daily wage for the purpose of the Sickness Benefits Act multiplied by the percentage of incapacity for work during a specific period.

Article 6.7 – Differentiated WGA premium

During the term of this collective agreement the employer may recover up to 50% of the differentiated premium for the WGA which may be reclaimed from the employee according to the statutory rules.

CHAPTER 7 – PENSION SCHEME

ARTICLE 7.1 – **PENSION FUND**

Participation in the pension scheme of the Metalektro Pension Fund [Stichting Pensioenfonds van de Metalektro (PME)] has been made obligatory, except where the pension fund has granted an exemption.

ARTICLE 7.2 – **DEATH BENEFIT*)**

An employee's survivors are entitled to a death benefit in accordance with the provisions of Section 7: 674 of the Netherlands Civil Code provided that, in so far as is necessary in derogation from Section 7: 674 of the Netherlands Civil Code, this relates to the period from the day after decease up to and including the last day of the second month subsequent to the month in which the death took place. This payment which is paid as a lump sum will be paid by the employer in so far as it is not paid by a body responsible for implementing the Sickness Benefits Act, the Disablement Benefits Act (WAO) or the Work and Income according to Labour Capacity Act (WIA).

Note:
If individual contracts of employment concluded before 31 December 1970 contain more favourable conditions on this point these conditions shall be retained in the contract of employment by virtue of Section 6: 248 paragraph 2 of the Netherlands Civil Code.

***) The text of Section 7: 674 of the Netherlands Civil Code is given on the ROM's website at www.caometalektro.nl**

CHAPTER 8 – IN-SITU WORK

Article 8.1 – In-situ activities

1. Employees who previously performed occasional in-situ work cannot be obliged to do so after their fifty-fifth birthday.
   If employees perform in-situ work in the Netherlands, Belgium, Germany or Luxembourg for the company outside the factory site or outside the sites of the work for which they were appointed and as a result they have to spend longer travelling, they will be paid for this additional travelling time, with due observance of the following paragraphs of this article. The employer must make arrangements with the employee unions or the works council for in-situ work in countries other than those named in the previous sentence.

2. a. Travelling time shall be calculated as follows:
      - when using public transport: the journey time between the time of departure from the employee's home station and the time of arrival at the site and vice versa, in accordance with public transport timetables;
      - when using other means of transport: the travelling time needed when travelling by the means employed to cover the distance by the shortest possible route from the centre of the place of residence to the site and vice versa: this travelling time shall be worked out on the basis of a reasonable comparison with the travelling time when using public transport for a comparable distance.
   b. If the employee has to spend the night away from home on account of work the extra travelling time shall be paid for in full.
   c. An employee whose employment on one task does not exceed one day shall also receive full reimbursement for travelling time.
   d. If the period of employment on a single task lasts more than one day and if the employee travels to and fro each day, additional travelling time of 2 hours or less outside a normal working day shall be paid for.
      If the employee travels longer than this, at least two hours shall be paid for.

3. Travelling time within the normal working day shall be considered as time worked and is not eligible for any special travelling time allowance.
   If travelling time is eligible for reimbursement it shall be paid for the normal working week as follows:
   - 0.48% of monthly earnings*) (in the case of 0.58% of the monthly earnings: 82.8% of the hourly earnings) for hours not on Sundays or public holidays;
   - 0.96% of monthly earnings*) (in the case of 0.58% of the monthly earnings: 165.5% of the hourly earnings) for hours on a Sunday;
   - 1.43% of monthly earnings*) (in the case of 0.58% of the monthly earnings: 246.6% of the hourly earnings) for hours on a public holiday referred to in Article 1.1 paragraph 7.

*) See annex H for the supplements for periodic and weekly payment.

4. An employee who has to spend more than a week away from home shall be given the opportunity each week of travelling home upon completion of the job stipulated for the working week.
   If, however, the work so demands or if travel connections so occasion, the employer may deviate from this following consultation. If Saturdays are to be worked according to the duty rota, the departure from the site to home shall be arranged once a fortnight such that the employee can arrive home by around 3.00 p.m. on that Saturday. In that case, departure from the centre of the home town to the site need not commence any earlier than around 6.00 a.m. on the following Monday.
   If, in the employer's opinion, special circumstances so dictate, the employer may have employees work 6 days a week on a job in the period from 15 October to the following 1 March, without requiring the consultation referred to in Article 3.3.

Note:
1. In paragraph 1 of this article the parties wish to reflect the fact that every employee needs some time to arrive at work and that the only time eligible for reimbursement is travelling time which exceeds the normal travelling time of the individual or of comparable employees in the company.
2. In-situ labour is defined as including activities involving the manufacture, installation or maintenance of products or installations together with the supervision, design and construction required for these activities, which by their nature have to be carried out at the site of the work.
3. Existing company regulations which are at least equal to the provisions of this article need not be changed by invoking this article.

Article 8.2 – Travel and accommodation costs

1. If employees perform company work outside the company site or outside the sites of the work for which they are appointed and they have necessarily incurred additional travel and accommodation costs as a result, these additional costs shall be repaid to them, with due observance of the following.

2. Travel costs to be reimbursed shall be worked out on the basis of or in accordance with the lowest category of public transport fares, over the shortest possible distance.

3. If the time or travel involved requires an overnight stay in a guest house, the costs shall be reimbursed with due observance of company rules. In such cases an allowance of € 3.40 per day shall be given for out of pocket expenses, unless these are reimbursed by some other means.

Note:
In paragraph 1 of this article the parties wish to reflect the fact that every employee incurs certain travel costs in getting to work and that the only costs which are eligible for reimbursement are those which exceed the normal costs of the individual or of comparable employees in the company.

CHAPTER 9 – SUNDRY PROVISIONS

Article 9.1 – Employment agencies

The employer is obliged to use an employment agency that is NEN certified for work to be performed in the Netherlands. As of 1 January 2012 the employment agency must also be registered with the Dutch Labour Standards Foundation (Stichting Normering Arbeid).

Article 9.2 – **External employees** / External employees

1. a. Without prior consultation with the works council, the employer shall not entrust activities which by their nature are normally carried out by employees in the company's service to outside employees or directly or indirectly to (sub)contractors.
   b. The company's general policy on the use of external staff shall be discussed with the works council at least twice a year.
   c. "External staff" are defined for the purpose of this article as natural persons performing work in the company of an employer with whom they have not entered into a contract of employment.

2. During the consultations referred to in paragraph 1a, the employer shall inform the works council of the following:
   - the name and address of the person or persons for whom the external staff work or the person or persons making them available;
   - the nature of the work and estimated duration;
   - the number, names and ages of external staff;
   - conditions of employment for the external staff.

3. **The provisions of this collective agreement with regard to personal minimum monthly earnings, the payment of overtime allowances, shift supplements and the reimbursement of expenses are likewise applicable to temporary agency staff.**

4. If it is established that the total of the terms of employment of the external staff as averaged by job and age are more than 10% above or 10% below that of the comparable company staff in the same salary group, the employer shall not use these external staff or shall cease to use them unless this difference in terms of employment is reduced to a maximum of 10% in consultation with the employee unions. In all cases, the total terms of employment should be at least equal to the total under this collective agreement.
   For the purposes of this comparison of terms of employment, the external workers' total income from this work, as calculated over the company's customary payment period, shall be taken as the basis. This total income shall include all elements which can be expressed in monetary value, however they are described.
   For the purposes of this comparison, the average salary of the company's own staff in the salary group, if necessary calculated separately for employees in comparable age categories, shall be taken as the basis. The annual income, including all permanent supplements and all permanent emoluments, shall be established and converted according to the company's customary payment period.

Terms of employment include:
a. leave entitlement;
b. reimbursement for travelling time, travel costs, snacks etc;
c. other payments and supplements;
d. the full or partial waiving of social security or old age pension contributions;
e. clear, quantifiable goods issued to the employees involved, such as clothing, shoes and tools;
f. clear, quantifiable provisions for the employees involved, such as pensions and medical insurance;
g. payments in the current year linked to profits, as soon as the level of the payment is known.

5. The provision of paragraph 4 ceases to apply as of 1 January 2014 to employees seconded to the employer with an annual salary including holiday allowance of € 60,000 gross or more.

6. The employer must ensure that the provisions of paragraphs 3 and 4 are applied with regards to the payment of temporary staff.

7. The provisions of paragraphs 2 to 6 inclusive shall not apply if the employer demonstrates to the works council that the following is involved:
   a. contracting of work if the work is carried out by staff in the service of the appropriate (sub)contractor and where
      1. the (sub)contractor is liable for the work supplied;
      2. the employees are under the direct supervision and responsibility of the (sub) contractor;
      3. the (sub)contractor assumes an economic risk with regard to the price, quality or delivery time;
   b. the lending of staff by fellow companies without any profit in mind;
   c. work by staff in the employment of the supplier for the purposes of fitting, bringing on stream or maintaining a product that has been supplied;
   d. labour pool jointly maintained by entrepreneurs in the Metalektro on a non-profit making basis.

   In such a case, the employer shall nevertheless inform the works council of
   - the name and address of the person or persons employing the external staff;
   - the nature and estimated duration of the work.

Article 9.3 – Protection of personnel representatives

1. Employees elected as a staff representative in a company body shall not suffer any adverse effects in their position as employee as a result of carrying out this work.

Note to paragraph 1:
This does not simply mean dismissal but also adverse effects on remuneration and promotion opportunities.

2. An employee who believes that the employer is acting in contravention of the provisions of paragraph 1 may invoke the mediation procedure referred to in Article

10.8. The provisions of Article 4A, paragraphs 2, 3, 4 and 5 of annex D need not be applied.

Article 9.4 – Amendments to profit-sharing arrangements

1. The employer shall not amend any profit sharing arrangements laid down in regulations until there has been consultation with the employee unions and with the consent of the works council.

2 Equally, the employer shall consult the employee unions in advance when introducing a profit sharing scheme which contains elements of performance-related pay.

Article 9.5 – Social policy

1. Information in the annual social report provided to the works council shall also be supplied to the employee unions; this information shall be discussed if the employee unions indicate their wish for this.

2. If a vacancy arises within a company, employees in the company shall be given the opportunity of applying for it. If an employee uses this internal application procedure but fails to satisfy the job requirements, the employer shall if possible give the individual the opportunity of satisfying the requirements by means of training.

Article 9.6 – **Early retirement**

With effect from 1 January 2006 the following provision applies:

1. **An employer who has requested the executive of the Metalektro Pension Fund [Stichting pensioenfonds van de Metalektro (PME)] for a (partial) exemption from participation in the mandatory pension scheme for the Metalektro and is granted this exemption is obliged to draw up a scheme for early retirement. On the basis of this scheme those of the employer's employees who meet the conditions set out in Article 2 of part B of said pension regulations are entitled to early retirement with retention of the same rights as those stipulated in part B of the said pension regulations.**
   This does not apply for the employer referred to in the first sentence who arranges or maintains an early retirement scheme for similar employees which awards at least those rights referred to in part B of said pension scheme that are awarded to the participants referred to in Article 2 of part B of the scheme.
   Employees who meet the conditions set out in Article 2 of part B of said pension scheme are defined for the purpose of this article as:
   Those employees who have concluded a contract of employment within the meaning of Section 7: 610 paragraph 1 of the Netherlands Civil Code with the employer referred to in the first sentence and who meet the following conditions;
   - **were born before 1950;**
   - **on the last day of the month of retirement are 60 or older, but not older than 64 years and 11 months;**
   - **immediately prior to the date of early retirement have worked in the Metalektro industry for an uninterrupted period of 7 years, or have worked for an uninterrupted**

period of 6 years and for a total of at least 13 years in the Metalektro, or have worked for an uninterrupted period of 5 years and for a total of at least 19 years in the Metalektro.

In assessing the number of years of employment in the Metalektro, years worked in the Metal and Technology industries will also be counted. However, the employment immediately prior to retirement must have been in the Metalektro. In addition, years in which the transitional SUM regulation of the Metalektro Pension Fund was continued voluntarily shall be regarded as years worked in the Metalektro. This also applies for the years in which the participation in that pension scheme was continued due to disability for work.

In assessing the number of years worked in the Metalektro an interruption of less than one year shall not be regarded as an interruption.

2. An employer to whom an exemption as referred to in the first paragraph is granted is obliged to pay a contribution to the Metalektro Pension Fund.

The contribution is equal to the flat premium percentage for the relevant basis for assessment in part B of the pension scheme as referred to in the first paragraph. Deducted from this is the actuarial cash value in any year of the payments starting in that year arising from the scheme in so far as this replaces the scheme as referred to in part B of the pensions scheme, as fixed according to rules drawn up by the ROM on the advice of the executive of the Metalektro Pension Fund. The premium percentages referred to in this paragraph and the method of payment of the contribution to the Metalektro Pension Fund shall be established each year by the ROM on the advice of the executive of the Metalektro Pension Fund.

Article 9.7 – **Pension*)**

The employer who has requested the executive of the Metalektro Pension Fund (PME) for exemption from participation in the mandatory pension scheme for the Metalektro and has been granted this exemption is obliged to draw up a scheme before 1 January 2008, and subsequently maintain it, awarding the same conditional additional pension entitlements as those granted in chapter C of the PME's pension scheme to the participants referred to in Article 2 and Article 3 of chapter C of the pension scheme regulation. This scheme to be adopted by the employer must also stipulate that in the event of the individual and collective changes in employment in the Metalektro there shall be no loss of conditional additional pension entitlements, but only if and in so far as these entitlements have not been (prematurely) purchased in the new employer's scheme and have therefore become unconditional.

This transitional provision may be financed from a premium to be determined in the future. The employee's contribution to the premium shall not exceed 50% of the difference between this premium and the premium for the conditional additional pension determined for the PME. The premium for the PME for the year 2014 is 2.5% of the pension base.

***) Applies as of 1 January 2012**

Note:

The Metalektro Pension Fund (PME) has set the regular premium for the conditional additional

pension (VEP) for 2014 at 2.5% of the pension base. In 2014 the PME will levy a premium of 3.0% for the conditional additional pension. The extra 0.5% is intended to compensate for PME's allocation of part of the conditional additional pension in 2012 and 2013 to the PME pension scheme. The extra 0.5% is of no relevance to employers who are exempt from participating in the PME pension scheme.

Article 9.8 – Life course plan and leave

1. If employees wish to take leave in a case which has not been regulated by law*) using their credit as part of the life course plan, the following provisions apply.

2. The employee may take both full time and part time leave.

3. For less than three months leave the employee submits a request in writing to the employer, at least three months before the planned date of commencement of the leave. Leave for three months or longer must be requested at least six months before the date in writing from the employer.

4. The employer takes a decision on the request having consulted the employee within a month of receiving the request as referred to in paragraph 3.

5. If employees wishes to go on leave for a period which is no longer than two years immediately preceding the point at which they are due to retire, the employer will grant the request.

*) Reference here is for example to unpaid leave to spend more time caring for parents who need help or for study or for a sabbatical leave, not for example for the following which have been statutorily provided for in the legislation on work and care: maternity leave, confinement leave, leave for adoption, calamities and leave for short absence, short care leave and parental leave.

Article 9.9 – **Union contribution**

Employees may request the employer in writing not later than 15 November of any calendar year to reduce their gross wage in the month of December by the amount of the contribution made by them in the calendar year for membership of a trade union. The employee shall submit the receipt for the payment of the annual contribution for membership of the trade union and any other information that may be required together with the written request. The employer shall agree to the request, within the limits allowed by tax legislation in exchange for an allowance equal to the contribution paid by the employee.

CHAPTER 10 – FINAL PROVISIONS

Article 10.1 – Trade union membership

If the employers' association provides a list of employees in the service of an employer, each employee union shall, upon request, indicate which members are affiliated to it and return the lists to the employers' association as quickly as possible.

Article 10.2 – **Liability**

1. **The contracting parties are mutually and individually liable to each of the other parties for faithful compliance with this agreement.**

2. **Each of the contracting parties is also liable for the behaviour of its members which leads to violation of the provisions of this agreement unless such behaviour occurred without its prior knowledge or involvement or in contravention of its decisions.**

Article 10.3 – **Social Fund**

1. **There is a "Social Fund in the Metalektro" (SSF), whose articles of association are deemed to constitute part of this agreement.**

2. **In 2013 and in 2014 the employer must pay to Social Fund in the Metalektro (SFF) set up by the Metalektro Consultative Council (ROM) a contribution of 0.055% of the wage bill for the company in that year under the Social Insurance Financing Act (Wfsv).**

3. **The employer is obliged to pay an advance fixed by the SSF on the contribution referred to in paragraph 2:**
   - **in 2014 before a date to be fixed by the ROM but no later than 15 October. The advance shall be based on the wage bill for the company under the Social Insurance Financing Act (Wfsv) that can be reasonably established for that year as of that date. The final settlement will be made on 15 August 2015.**

4. **If the contribution or advance is not paid on time interest shall be charged. This interest will be charged from the date that payment of the contribution or advance is due. The interest due is the statutory interest as of at that time.**

5. **The employer is obliged to provide the SSF with the data it needs to calculate the advances and contributions referred to in paragraphs 2 and 3.**

Article 10.4 – **Strikes and shut-outs**

1. **Without prejudice to the provisions of paragraphs 3, 4 and 6, the employee unions and their members coming under this agreement up to 1 May 2015 shall not, strike or undertake any other actions for whatever reason which hamper the normal functioning of the company or companies of the members of the employers' association. The provisions of the previous sentence do not apply if the strike or other**

action relate or relates to matters deriving from negotiations regarding the new pension scheme that is due to be implemented as of 1 January 2015.

2. If one or more employee unions intend striking or undertaking other actions which will hamper the normal functioning of the company, it or they shall give the employers' association and other employee unions notification. Following this notification, the parties to the agreement shall consult as soon as possible about the planned strike and other actions, the possible consequences, and ways of avoiding it. Each of the parties may also request the mediating body to mediate and/or give its verdict.

3. The prohibition referred to in paragraph 1 shall lapse:
- **four weeks after the date on which an application was submitted to the mediation body for mediation and/or assessment if the subject of the proposed strike or other action is one regulated in or by virtue of this agreement;**
- **four weeks after the notification referred to in paragraph 2 if the subject of the proposed strike or other action is not one regulated in or by virtue of this agreement;**
- **as soon as the mediation body has given its written verdict within the periods outlined above or has given notice in writing that it cannot give a verdict.**

4. The provisions in paragraph 1 do not apply if the proposed strike or other action relates to an MB-CAO and:
- **concerns the conclusion of a subsequent MB-CAO, or**
- **is organised by one or more of the unions party to this agreement, not involved in the conclusion of an MB-CAO without having rejected the option, or**
- **concerns an amendment to a current MB-CAO after an amendment to B-provisions in this collective agreement, if in that case scope is provided in the MB-CAO for interim negotiations three weeks after notification to the employer(s) and other employee unions involved.**

5. The employers' association and its members shall not shut out members of the employee unions for the duration of this agreement as long as the employee unions or members of the employee unions do not strike or engage in other action at one or more employers.

6. If a company or a concern is considering or has decided:
- **to merge;**
- **to close a company or part of a company and/or**
- **to radically restructure the staffing**

and the employee unions have serious objections, they and their members may strike or engage in other actions in respect of the company or concern involved which will hamper its normal operations.
In such cases the employee unions and their members shall not strike or take other action until there has been consultation with the employer and until they have notified their intention to the board of the organisation involved, if the employer is affiliated to the employers' association. If such a conflict situation has arisen, each of the parties involved and the employers' association can subsequently seek the opinion of the mediation body.

Article 10.5 – Union work in the company

1. If the employee unions notify a company that they wish to carry out trade union work within the company and/or arrange for employee members of the unions from the company to constitute part of the delegation for consultation on conditions of employment and all other matters of importance to employees which should be held with the employee unions, there shall be consultation with the employer on the consequences of this. The unions may be represented in the company by a union executive working in the company, unless otherwise agreed.

2. In the context of the provisions of paragraph 1, the employer shall grant facilities to enable the employee unions to maintain contacts with their members in the company. There shall be consultation between the employer and the employee unions on the subject of which facilities and on what scale and in what form these shall be provided. Examples include:
   - allowing notices of meetings of member groups of the employee unions in the company to be put up on bulletin boards;
   - giving time off to executive members of the employee unions who work shifts in order to attend meetings of employee unions on company matters which are intended for them;
   - making premises available usually outside company hours for trade union meetings on company matters;
   - making premises available in urgent cases only within company hours to allow contact between members of the employee unions and those holding a position within the employee unions, regardless of whether they work within the company;
   - the number of hours granted per annum for union work within the company.

Notes:
1. The number of union members within the company should be taken into account in determining the number of hours referred to under the last dash.
2. The company's appropriate rules shall be followed when using the facilities provided.

3. a. If consultation as referred to in paragraph 1 has taken place and facilities have been granted, executive members of the employee unions shall not suffer any disadvantage in their position as employee as a result of exercising this trade union position, provided that the names of the said employees have been notified in writing by the employee unions to the company in advance. Executive members are defined as: members of the committee of company member groups and in large companies members of divisional committees coming under the responsibility of the board of company member groups and any employee members of a negotiation delegation.
   b. Executive members shall not be dismissed if they would not have been dismissed if they had not been an executive member.
   c. If an employer is planning on dismissing an executive union member the employer shall refrain from doing so until having spoken to the paid union official of the union of which the employee is an executive member. In the course of this interview an endeavour will be made to find a solution to the problem that has arisen.

Any executive member who believes that the employer is acting in contravention of the provisions of paragraphs 3a and b, may appeal to the mediation body.
If the mediation body has failed to give its verdict by the end of the period of notice in the case of dismissal, the dismissal shall be suspended until the mediation body has given its verdict.
In the case of dismissal for compelling reasons as per Section 7: 678 of the Netherlands Civil Code, the contract of employment shall be considered not to have been broken if the mediation body is of the opinion that the executive member was dismissed because of being an executive member.

Note to paragraph 3:
It is a principle of good policy that an employee elected or appointed to bodies or committees functioning within the company should not be dismissed or hindered by the employer in the opportunities or chances within the company simply because of the position held. Examples which spring to mind are a possible detrimental impact on pay and promotion opportunities. This principle is equally applicable to appointed union executive members by virtue of agreements reached. General or special legislative provisions with regard to granting dismissal permits are normally applicable in the appropriate cases. As prescribed in the Mediation Body Regulations (see annex D) the dispute should first be submitted to the organisations involved before the Mediation body can be approached.

Article 10.6 – Mergers, reorganisations, closures; hiring of management consultancies

1. The employer shall consult with the works council and inform the employee unions if employees are involved before issuing a final contract to management consultants to perform a study of the company organisation.
   Talks shall be held with the works council on the procedure for performing the study and the method of informing staff about it.

2. An employer considering a merger shall take the social consequences into account in the decision.
   a. In that context, partly in view of the following the employer shall inform the employee unions and employers' association as soon as possible about the measures under consideration. The works council and the employees shall be informed by the employer no later than one week later.
      This date may be changed in consultation with the employee unions. The employer, the employee unions and the employers' association shall observe secrecy about the measures under consideration up to the time of informing the works council.
   b. After this, the employer shall discuss the measures under consideration and any possible consequences for the employers or a number of employees with the employee unions and the employers' association and the works council, in order to give them the opportunity of putting forward their point of view and thus possibly affecting the employer's decision. The employer shall notify the results of these deliberations to the Board of Supervisory Directors or any comparable policymaking body.

3. Any employer who is considering closing a company or part of a company and/or radically altering the workforce shall take the social consequences into account in the decision.
   a. If the employer expects the scale of employment within the company to be seriously jeopardised by certain developments, the employer shall inform the employee unions and the employers' association as quickly as possible and invite them to discussions.
      In such a case the employer shall give the employee unions and the employers' association some understanding of the nature and possible consequences of these developments.
      The employer shall inform the works council and the employees within one week at the latest. This period may be altered in consultation with the employee unions.
      The employer, the employee unions and the employers' association shall observe secrecy about the measures under consideration up to the time of informing the works council.
   b. There shall then be discussions with the employee unions and the employers' association about which proposed measures to adjust staffing should be taken and by what time, with efforts being made to avoid compulsory redundancies with the cooperation of the parties involved in the areas of training and retraining, transfer and relocation. Among other matters to be discussed will be measures that could promote relocation within the company or elsewhere, and the way in which these measures can be implemented.
   c. The employer shall also discuss the measures to be taken with the works council in order to give it the opportunity of putting its point of view and thus possibly affecting the employer's decision. The employer shall notify the results of these deliberations to the Board of Supervisory Directors or to any comparable policymaking body.

Note to paragraph 3:
The parties assume that the employee unions and the works council will be given sufficient opportunity to consult with employees on the measures to be taken and the consequences arising from them for employees.

4. If the consequences for the employees or a number of employees referred to in paragraphs 2 and 3 are expected, the employer shall draw up a social plan in consultation with the employee unions and the employers' association showing which employee interests should be taken into particular account and what provisions can be made for them.
   In this connection, the opinion of the UWV WERKbedrijf regarding the opportunities for placing the employees involved shall be sought, if the employee unions so request.
   If it is anticipated that employment shall be terminated on a scale which will have some impact on the local labour market, the question shall be addressed in consultation between the employer, the employee unions and the employers' association whether it is desirable to seek the advice of the Regional Labour Market Council.

Article 10.7 – **Handling of disputes**

1. If a dispute arises concerning the application of or compliance with this agreement (including claims of failure to comply with the commitments laid down under this agreement), each of the parties involved shall be entitled to address the Arbitration Committee with a complaint showing the reasons, with due observance of the regulations referred to in paragraph 3.

2. The provision of the previous paragraph shall not apply if or as soon as the dispute is submitted to the Mediation Body for assessment in connection with the provisions of Article 10.4. If the dispute is already pending before the Mediation Body, the Arbitration Committee shall refrain from any further handling of the dispute immediately following receipt of a copy as referred to in Article 10.8 paragraph 2.

3. The Arbitration Committee shall handle the dispute with due observance of the regulations for the handling of disputes. These regulations are appended to this agreement as annex C.

4. The verdict of the Arbitration Committee shall have the power of a binding recommendation.

Article 10.8 – Mediation procedure

1. Where there is a complaint from an employee or a group of employees concerning the labour relationship, they or the employer may submit the complaint to the Metalektro Mediation Body for mediation, with due observance of the provisions of annex D.

2. In the event of a difference of opinion between one or more employee unions on the one hand and an employer on the other concerning social policy within the company, each of the parties involved and the employers' association may submit the difference of opinion to the Metalektro Mediation Body for mediation, with due observance of the provisions of annex D.

3. At the same time, one or more of the employee unions and the employers' association may request the Mediation Body in writing to mediate and/or give its verdict of any intention as referred to in Article 10.4.

4. In the event of a conflict as referred to in Article 10.4 paragraph 6, the employer and/or the employers' association and the employee unions may in retrospect ask the Mediation Body to give its opinion.

5. If the grounds for the complaint, the difference of opinion or the intention to strike or take other action arose during the period of this agreement, the complaint, the difference of opinion or the intention as referred to in Article 10.4 shall be handled or continue to be handled by the Mediation Body whether it is submitted before the end of this agreement or after.
   If the grounds for the complaint, the difference of opinion or the intention to strike

or take other action occurred after the end of this agreement, the complaint, the difference of opinion or the intention as referred to in Article 10.4 may be submitted to the Mediation Body if the parties to this collective agreement so agree.

6. The Mediation Body shall handle any requests as referred to in paragraphs 1 to 5 inclusive with due observance of the Mediation Body regulations appended to this agreement as annex D.

Article 10.9 – **Changes**

1. **As of 1 December 2013 the actual salaries will be increased by 2.35%. For employees aged 23 or over this increase will be a minimum of € 44.47 gross per month for a full-time job.**

2. **As of 1 August 2014 the actual salaries will be increased by 1.5%. For employees aged 23 or over this increase will be a minimum of € 28.81 gross per month for a full-time job.**

3. **As of 1 January 2015 the actual salaries will be increased by 0.35%. For employees aged 23 or over this increase will be a minimum of € 6.75 gross per month for a full-time job.**

Article 10.10 – **Secretariat costs at branch level**

1. **There is a Stichting Raad van Overleg in de Metalektro (Metalektro Consultative Council) (ROM) whose articles of association are deemed to be part of this agreement.**

2. **In 2013 and in 2014 the employer must pay a contribution to the Metalektro Consultative Council (ROM), of 0.03% of the wage bill for the company in that year under the Social Insurance Financing Act (Wsvf) in those years. The levies are intended to cover the costs of the secretariat at branch level.**

3. **The employer is obliged to pay an advance fixed by the ROM on the contributions referred to in paragraph 2:**
   - **in 2014 before a date to be fixed by the ROM but no later than 15 October. The advance shall be based on the wage bill for the company under the Social Insurance Financing Act (Wsvf) that can be reasonably established for that year as of that date. The final settlement will be made on 15 August 2015.**

4. **If the contribution or advance is not paid on time interest shall be charged. This interest will be charged from the date that payment of the contribution or advance is due. The interest due is the statutory interest as of that time.**

5. **Employers are obliged to provide the ROM with the information it needs to calculate the advances and contributions referred to in paragraphs 2 and 3.**

Article 10.11 – **Duration of the agreement**

This agreement is considered to have come into effect on 1 July 2013 and will end on 30 April 2015 without any notice being required.

THUS AGREED AND SIGNED IN QUADRUPLICATE:

FME-CWM ASSOCIATION REPRESENTING EMPLOYERS AND BUSINESSES IN THE TECHNOLOGY INDUSTRY

signed
mr. I. Dezentjé Hamming-Bluemink
chairman

signed
T. de Bruine
vice-chairman

DE UNIE NETWORK ORGANISATION FOR PROFESSIONALS AND MANAGERS

signed
F.R. Castelein
chairman

signed
mr. G.W.E. ter Welle
senior representative

FNV BONGENOTEN (FNV UNIONS)

signed
J.P.M. Brocken
national administrator metal

signed
drs. J. van Stigt
national administrator metal

CNV VAKMENSEN (CNV UNIONS)

signed
A.A. van Wijngaarden
chairman

signed
P.K. de Jong
administrator

ANNEX A.
BELONGING TO THIS COLLECTIVE AGREEMENT
SCOPE

Scope

1. This agreement applies to the labour agreements of employees in the service of an employer in a company in the Metalektro.

2. Notwithstanding the provisions of paragraphs 3 and 4 below, the Metalektro is considered to include companies in which, with due account of normal working hours prevailing in the industry, at least 1200 hours per week are usually worked by employees in the company's service as defined in Article I paragraph 1 of this agreement*) but with due account of the provisions of 5 to 14 inclusive and 18, activities are performed and in which:

a. metals treating and/or processing is the exclusive or primary activity, which is defined as including the following:

1st the installing, assembling, constructing, dismantling, turning, enamelling, forcing, casting, repairing, welding, mounting, maintaining, pressing, flattening, composing, demolishing, pulverising and/or crushing, forging, smelting, drawing, manufacturing, rolling of metal (including inter alia: aluminium, bronze, copper, lead, brass, steel, tin, iron, zinc and alloys or compositions of these) or metal devices, driving gear, tools, machines, appliances, objects and equipment (including inter alia power and manual devices, agricultural tractors, machines and devices), all in the widest sense of the term such as appendages, automatic machines, cars, statues, lightning conductors, tin goods, bolts, safes, mopeds, bridges, pipes, capsules, wire, wire nails, electricity meters, electrodes, gauze, gas meters, fireplaces, instruments (including optical devices) blinds, stoves, boilers (including boilers for central heating) prams, rivets, crown caps, mattress springs, moulds, furniture, nuts, engines, motor bikes, musical instruments, ovens, radiators, windows, reservoirs, rolling gates shutters, rolling stock, roller shutters, bicycles, ships, screws, sliding gates, ornamental fencing, closures, stamps, tanks, taxi meters, tubes, clocks, water meters, sun blinds;
2nd the manufacture and/or repair of equipment, installations, materials, devices, objects and the like which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce or make perceptible electrical energy or its components;
3rd steel blowing and/or sand blasting;
4th zinc or tin plating, where this is not done by means of galvanising technology;
5th the overhaul of combustion engines and parts thereof in the widest sense of the term;

b. electrical engineering in ship fitting is the exclusive or primary activity;

c. the exclusive or primary activity for third parties directly is:
1. winding or repairing electrical machines and utensils and consumer devices for strong and weak current installations (electrical winding business);
2. mounting and wiring electrical and electronic equipment for operating, switching and signalling panels (electrical panel construction);
3. dismantling, repairing, mounting, replacing, modifying, maintaining, operationalising of equipment, installations, devices, objects and the like which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce or make perceptible electrical energy (electrical repairs);

***) See the decree of the Minister of Social Affairs and Employment of 7 June 1990 (Government Gazette 1990, 112).**

d. employees are exclusively or primarily made available as referred to in Section 7: 690 of the Netherlands Civil Code from companies whose exclusive or primary business is the treating and/or processing of metals or which are regarded as belonging to the Metalektro by virtue of the other provisions of this article: however companies whose exclusive business is to make available employees to third parties are not regarded as belonging to the Metalektro if the company in question:
- **makes available employees for more than 25% or more of the working hours of the employees in its service to third parties whose exclusive or primary business is not the treating and/or processing of metals or which are not regarded as belonging to the Metalektro by virtue of the other provisions of this article;**
- **and makes available employees for 15% or more of the total wage subject to social security contributions on an annual basis to third parties by virtue of temporary agency workers agreements with the agency workers stipulation as referred to in Section 7: 691 paragraph 2 of the Netherlands Civil Code, as defined further most recently in annex 1 to Article 5.1 of the Regulation of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, to implement the Social Security (Organisation) Act, published in the Government Gazette number 242 of 13 December 2005. The company has complied with this criterion if and in so far as this has been confirmed by the implementing body (the tax authority), which is responsible for assigning companies to sectors for the purposes of the social insurances;**
- **and does not form part of a group of companies which are deemed to belong to the Metalektro;**
- **and is not part of a pool created by employers' or employees' or their organisations;**

e. the business of treating and/or processing metals and/or one or more of the businesses referred to in paragraph 3 is conducted other than a primary activity and employees are made available as referred to in Section 7: 690 of the Netherlands Civil Code other than as the primary activity by companies whose exclusive or primary business is treating and/or processing of metals or which are regarded as

belonging to the Metalektro by virtue of the other provisions of this article, if in the company in question the greatest part of the wage subject to social security premiums on an annual basis is deployed for the purpose of these activities jointly.

"Manufacturing" is defined as including the assembly, fitting and composition of components purchased from third parties.

Note:
The activities in a company come mainly under the Metalektro if the agreed number of working hours that the employees in the company's service who are directly and indirectly involved in the activities as listed in this article from a to e inclusive amounts to more than 50% of the total agreed number of working hours of all employees in the company's service.

3. Regardless of the numbers of hours of work during which employees in the company's service usually perform work each week, companies in which one or more of the following activities is carried out exclusively or primarily are also considered as belonging to the Metalektro, notwithstanding the provisions of paragraph 2:
a. steel rolling;
b. iron and steel casting;
c. the manufacture and/or repair of aircraft;
d. the manufacture and/or repair of lifts.

"Manufacturing" also includes the assembly, fitting and composition of components purchased from third parties.

Note:
Mainly one of the activities in a to d inclusive is carried out in companies if the agreed number of working hours that the employees in the company's service who are directly and indirectly involved in the activities amounts to more than 50% of the total agreed number of working hours of all employees in the company's service.

4. Companies which do satisfy the description given under paragraph 3 but which are covered by a collective agreement (which has been declared generally binding) or a conditions of employment regulation in the Metal and Technical Industries (MTB) with the consent of the competent body fall outside the scope of this agreement.

5. A company which is considered to belong to the Metalektro on account of the number of hours worked by its employees is considered to be part of the metal processing industry) if the said number of hours worked per week in the company, with due account of normal working hours in the branch of industry, has been less than 1200, 800 or 400 for an uninterrupted period of 3, 2 or 1 years respectively, counting from 1st January of any year, at the end of that period, with due observance of the provision of paragraph 6 below.**

) As referred to in Section 77, paragraph 1 of the decree of the Minister of Social Affairs and Employment of 14 December 1983 (Government Gazette 1983, 246).

6. The company referred to in paragraph 5 shall be considered to be part of the metal processing industry with effect from the first day of the next calendar year starting when the periods given in paragraph 5 have elapsed.

7. Companies whose exclusive or primary business falls in the branches of operation referred to in paragraph 2 to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metalworking Industry Sector or the Electrical Engineering Industry Sector (formerly the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry), but which should have joined the Industrial Insurance Board for the Metal Processing Industry (currently the Metal and Technical Industries Sector) on or before that date on account of that criterion, shall be considered to be part of the Metalektro.

8. In the event of a legal successor to a company as referred to in paragraphs 5 and 7 above, it will be assumed for the purposes of applying the provisions of paragraphs 5 and 7 that the same membership applies.

9. If a company as referred to in paragraph 7 switches to the Metal and Technical Industries Sector in accordance with the provisions applying under the Social Security (Organisation) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Government Gazette number 242 of 13 December 2005, the company will be considered to belong to the metal processing industry with effect from the same date.

10. A company which is considered to belong to the metal processing industry on account of the number of hours worked by its employees shall be considered to belong to the Metalektro if the said number of hours worked per week in the company, with due account of normal working hours in the branch of industry, has been at least 1200, 2000 or 3000 for an uninterrupted period of 3, 2 or 1 years respectively, counting from 1st January of any one year, from the end of that period, with due observance of the paragraphs made in paragraph 11 below.

11. The company referred to in paragraph 10 shall be considered to be part of the Metalektro with effect from the first day of the next calendar year starting when the periods given in paragraph 10 above have elapsed.

12. Companies whose exclusive or primary business falls in the branches of operation given in paragraph 2 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metal and Technical Industries Sector (formerly the Industrial Insurance Board for the Metal Processing Industry), but which should have joined the Industrial Insurance Board for the Metalworking industry and the Electrical engineering industry (currently the Metalworking Industry Sector and the Electrical Engineering Industry Sector) on or before that date on account of that criterion, shall be considered to be part of the metal processing industry.

13. In the event of a legal successor to a company as referred to in paragraphs 10 and 12 above, it shall be assumed for the purposes of paragraphs 10 and 12 that the same membership applies.

14. If a company as referred to in paragraph 12 switches to the Metalworking Industry sector or the Electrical Engineering Industry sector in accordance with the provisions of the Social Security (Organisation) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Government Gazette number 242 of 13 December 2005, the company shall be considered to belong to the Metalektro with effect from the same date.

15. The Scope of Operations Committee*) shall be responsible for monitoring the application of the provisions in paragraphs 5 to 14 inclusive governing the classification and transfer of companies.

***) The Committee consists of the Metalektro Industry Consultative Council and the Cooperating Metal and Technical Industries.**
Its secretariat is at P.O. Box 93235, 2509 AE The Hague, tel: 070 3160325.
Representatives of the Metalektro Pension Fund and the Metal and Technical Industries Pension Fund also sit on the committee.

16. This agreement shall also apply to labour agreements signed with employees in the lithographic departments of companies in the Metalektro, on the understanding that the conditions of employment for these categories of employees engaged in skilled printing work and employees to whom the Collective agreement for the Printing Industry in the Netherlands (as regards the umbrella provisions and annex C) – currently the Grafimedia collective agreement – has applied since 1 January 1962, will be similar to the provisions of that collective agreement.

17. This agreement does not apply to contracts of employment concluded with employees whose position is above the level of the salary groups included in this agreement. In derogation from the preceding provision Articles 10.3 and 10.10 are also applicable to employees who also hold a position above that salary level with the exception of the directors of the company and the officials who are directly involved in determining company policy.

18. This agreement is not applicable either to Nedtrain B.V. at Utrecht, Rollepaal B.V. and Romit B.V. at Dedemsvaart, Océ Technologies B.V. at Venlo, NXP Semiconductors Netherlands B.V. at Nijmegen and Eindhoven and Philips and the companies which are part of the Philips group. The Metalektro Industry Consultative Council may declare at any time during the term of this agreement that the agreement applies to companies listed in this paragraph if the reason for the exclusion ceases to apply. During the term of this agreement the Metalektro Industry Consultative Council may declare that this agreement or certain provisions of the agreement do not apply to other companies if requested to do so.
A written request for dispensation from the (provisions of) this agreement stating the reasons should be submitted to the ROM (P.O. Box 407, 2260 AK Leidschendam). The ROM will deal with the request bearing in mind the dispensation regulations. The regulations are given in annex B of this agreement.

Special provisions on scope

1. This agreement shall apply in part to contracts of employment with employees whose terms of service employment means that their working day varies in length e.g. porters, couriers, car drivers. Chapter 3, with the exception of Article 3.9, paragraph 3, and Article 4.14, do not apply to these employees. Chapter 3, with the exception of Article 3.9, paragraph 3 and, Chapter 4, with the exception of Article 4.15, and 8 do not apply to commercial travellers.

2. The conditions of employment which were excluded in the previous paragraph from the employees referred to there may be regulated in each individual company with the employers' association and employee unions at the initiative of the employee unions or the employer. The employer will consult with the employee unions if the employee unions express a wish to this end.

3. If the employer applies a different job classification system than ISF, the following articles do not apply: Article 4.1,paragraph 1, words "in one of the salary groups A to K inclusive", Article 4.1 paragraph 2 and paragraph 3, Article 4.2, in Article 4.4 paragraph 1 the words "in the salary groups A to K inclusive", Article 4.4 paragraph 2, Article 4.5 paragraphs 1 to 4 inclusive, paragraph 7 and paragraph 8, and Article 4.6 paragraph 1(a) in so far as reference is made to parts of articles that do not apply. The provisions of Article 4.5 paragraph 2, paragraph 4, paragraph 7 and paragraph 8 apply in so far as is necessary to determine whether the employee has been awarded the personal minimum monthly earnings.

ANNEX B.
RULES ON DISPENSATION (AS REFERRED TO IN PAR. 18 OF ANNEX A SCOPE)

Article 1

1. The ROM gives a decision on a request for dispensation as referred to in paragraph 18 of annex A Scope.

2. The ROM's working party on Scope advises the ROM on a submitted request for dispensation.

Article 2

1. The working party on Scope comprises one member of the ROM representing the employers and one member of the ROM representing the employees.

2. The members of the working party on Scope are appointed by the ROM.

Article 3

1. A request for dispensation from the (provisions of) this agreement can be submitted by an employer or a group of employers. It must be apparent from the request whether the request is being submitted on behalf of one or more associations of employees.

2. The request is submitted in writing to the secretariat of the ROM (P.O. Box 407, 2260 AK Leidschendam).

3. The request must include as a minimum:
- **a. the name and address of the party submitting the request;**
- **b. the signature of the party submitting the request;**
- **c. a detailed description of the nature and extent of the request for dispensation;**
- **d. the reasons for the request;**
- **e. the date of submission.**

Article 4

1. Upon receipt of the request the ROM decides within a fortnight whether the request can be considered. If need be the party submitting the request has the opportunity to provide additional information regarding the request.

2. A request is dealt with once the information provided is sufficient to enable the request to be assessed.

Article 5

1. The requesting party receives notice that the request is being dealt with. Once the request has been accepted for consideration the decision on the request takes place within two months.

2. The period of time referred to in the first paragraph can be extended by two months at the most if in the opinion of the ROM of the working party on Scope additional information is required to be able to assess the request. The requesting party then has a fortnight in which to submit the additional information.

Article 6

1. The decision taken by the ROM is accompanied by the reasons for it.

2. The ROM's secretariat sends the decision in writing to the requesting party as soon as possible.

Article 7

The ROM makes no mention to third parties of requests for dispensation that have been submitted.

Article 8

The ROM decides in all cases not provided for in these rules.

ANNEX C.
(ARTICLE 10.7 OF THE COLLECTIVE AGREEMENT AND ARTICLE 47 OF THE COLLECTIVE AGREEMENT FOR SENIOR STAFF)

Disputes regulation

Article 1

1. The Arbitration Committee (hereinafter referred to as the Committee) shall consist of eight members and eight deputy members appointed by the Consultative Council such that half the members and half the deputy members are employer staff and half employee staff.

2. Members and deputy members shall be appointed for a period of three years. They shall all resign at the end of this period but shall be available for re-election.

3. Where a vacancy is filled in the interim, the member appointed to the vacancy will hold the seat for the period which the predecessor would still have held it.

Article 2

1. The Committee shall appoint one of the employer staff and one of the employee staff from its ranks as chairmen.

2. The chairmen shall alternate in this capacity, for a year each; the first term shall be decided by lot. In the absence of the acting chairman, the other shall act as chairman.

3. The Committee shall appoint a secretary from within or outside its ranks, who shall take the minutes for Committee meetings. These minutes shall be signed by the chairman after being approved by the Committee.

4. If the secretary is not a member of the Committee, the secretary shall have an advisory vote.

5. The approval of the Consultative Council shall be required for the appointment of a secretary who is not a member of the Committee.

Article 3

1. A member or deputy member of the Committee who was directly involved in the dispute before it was submitted to the Committee may not participate in the handling of it or in a decision on it.

2. **A member or deputy member who participates in the handling of a dispute by the Committee may not associate directly, or indirectly, orally or in writing with parties, their trade union or their councillors nor accept any other documents relating to the dispute than documents of the proceedings.**

3. **A quorum of at least four members of the Committee shall be required for a legally valid decision on a dispute.**

4. **The members of the Committee shall give their verdict without instruction or consultation.**

5. **Each member shall cast one vote at a meeting of the Committee.**

6. **The Committee shall decide on the basis of a simple majority of votes cast. Abstentions shall be considered as invalid votes.**

7. **In the event of a tied vote on a decision, the dispute will be brought up again on the agenda at a meeting to be held within two weeks of that date.**

8. **If there is again a tied vote, a third meeting shall be held within four weeks at which a lawyer designated by the Committee shall attend the handling of the dispute. The Chairman shall apprise him of the case in good time.**

9. **If there is a further tie of the votes by the Committee members, the lawyer shall decide.**

Article 4

1. **A dispute shall be brought before the Committee by means of a complaint with supporting reasons, which clearly indicates which pronouncement from the Committee is being requested.**

2. **A complaint as referred to in paragraph 1 may be submitted by the party personally or by the mediation of the contracting trade union to which he or she is affiliated.*)**

3. **Before the complaint is acted upon, the plaintiff must demonstrate to the satisfaction of the chairman that he or she seriously attempted to settle the dispute amicably both within the context of the company and in consultation with the employers' associations and employee unions.**

4. **The Committee is empowered to act upon a complaint relating to a dispute involving one or more parties not affiliated to one of the contracting trade unions. The Committee shall not make use of this power unless**
   a. the plaintiff pays a sum of € 11.34 for costs;
   b. both parties undertake to abide by the provisions of these regulations.

*) **It is desirable that the employer or employee should consult the contracting trade union to which he or she is affiliated before submitting a complaint.**

Article 5

1. The complaint must be submitted as quickly as possible to the secretary of the Committee but no later than six months after the alleged infringement of a provision of the collective agreement occurred.

2. If the complaint relates to a repeated or continuous violation, the complaint must be submitted no later than six months after the plaintiff informed the other party in writing of the alleged violation.

3. The period for which a claim can be made for underpayment of salary can go back no further than eight months counting from the notification referred to in the previous paragraph.

4. The periods referred to in paragraphs 1 and 2 shall not be officially applied by the Committee.

5. If the accused party claims that the plaintiff has exceeded the period, the Committee can still accept the passing of the deadline if it considers that there are grounds for doing so, provided that the complaint is submitted within twelve months of the alleged violation or of the time when the plaintiff informed the other party in writing of the alleged violation.

Article 6

1. The secretary shall inform the chairman of the Committee immediately upon receipt of the complaint.

2. If the chairman believes that the case is open to an amicable settlement, the chairman is entitled to summon the parties involved in order to try to reach a settlement.

Article 7

1. If the chairman does not attempt a settlement or if an attempt failed to produce any results, the secretary shall send a copy of the complaint as soon as possible to the accused party and to each of the Committee members.

2. The accused party shall have two months, counting from the date of dispatch of the complaint referred to in paragraph 1, in which to submit a defence with supporting reasons to the secretary of the Committee. The deadline referred to in this paragraph shall not be officially applied by the Committee.

3. If the plaintiff claims that the accused party has exceeded the deadline, the Committee may still accept this if it believes there are grounds for doing so, provided that the defence is submitted within three months counting from the date of dispatch of the copy of the complaint referred to in paragraph 1.

4. **The secretary shall send a copy of the defence to the plaintiff and to each of the Committee members as quickly as possible. The chairman shall convene a meeting of the Committee as quickly as possible at a time and place to be determined by him and shall summon the parties involved to appear there. The summons shall be sent by registered letter, and must have been posted no later than the tenth day prior to the day of the session.**

5. **If the accused party has failed to submit a defence with supporting reasons within three months counting from the date of dispatch of the copy of the complaint to him, the Committee may still take a decision. In such a case it may decide not to hear the parties as described in Article 8 paragraph 1.**

Article 8

1. **The Committee shall hear the parties involved where they appear at the session and decide how the case shall be further conducted.**

2. **The parties may bring witnesses or experts to the session and be represented or supported by counsellors.**

3. **Any parties who wish to be accompanied by witnesses or experts at the session are obliged to inform the secretary of the Committee and the other party at least three days before the session, giving names and addresses.**

4. **The Committee is empowered to summon witnesses or experts.**

5. **Anyone summoned as a party or expert to be heard by the Committee shall be obliged to comply with the summons.**

Article 9

1. **The Committee shall give its verdict in good faith and fairness.**

2. **Committee decisions shall be supported by reasons.**

3. **The Committee shall pass its verdict as the body of highest resort.**

4. **The Committee's verdict shall have the power of binding recommendation.**

5. **The Committee shall be entitled to give an interim verdict. If possible, a deadline will then be set by which the handling of the dispute shall be continued.**

Article 10

Where it emerges that the accused party has failed to comply with any commitment laid down under the collective agreement, the Committee shall instruct it to comply and/or pay damages to the plaintiff.

1. The Committee shall determine the costs (both of the Committee and the parties involved) that have been caused by the case and decide how these shall be apportioned among the parties.

2. The costs shall not include the costs of any legal or other assistance to parties.

ANNEX D.
(ARTICLE 10.8 OF THE COLLECTIVE AGREEMENT AND ARTICLE 48 OF THE COLLECTIVE AGREEMENT FOR SENIOR STAFF)

Regulations governing the mediation body

Article 1 – Appointment

1. **The Mediation Body shall consist of eight members:**
   - **a chairman;**
   - **a deputy chairman;**
   - **three members proposed by the FME-CWM Association;**
   - **three members proposed by the employee unions.**

2. **The members shall be appointed for a period of three years, with an opportunity for reappointment.**

3. **Where a vacancy is filled in the interim, the member appointed to this vacancy shall hold the position for the period that the predecessor would have filled it.**

4. **Membership shall terminate automatically upon reaching the age of 72.**

5. **The secretariat of the Mediation Body shall be provided by the secretariat of the Consultative Council.**

Article 2 – Method of operation

1. **As soon as a request has been submitted to the Mediation Body, the secretariat shall inform the chairman of the nature and content.**

2. **The chairman shall consult with the deputy chairman to decide which of them shall act as acting chairman.**

3. **According to the nature of the request, the acting chairman shall decide how many members and which members will be requested to handle the complaint. In making this choice, the number of members proposed by the Association of the Metalworking and Electrical Engineering Industry (FME-CWM) must be the same as the number of members proposed by the employee unions.**

4. **Depending on the decision of the acting chairman, the number of members dealing with the application, including the chairman, shall be three or five.**

5. If there is a need, this group may submit its verdict, once it has been arrived at, to the plenary Mediation Body for discussion, before notifying the parties.

6. In all cases the verdict of the group shall be the verdict of the Mediation Body.

7. The acting chairman and the members handling the dispute shall be paid an amount fixed by the Consultative Council for handling the application.

8. All documents relating to the application shall be submitted to the plenary Mediation Body for notification.

Article 3 – No arbitration and no publication

1. The Mediation Body cannot accept arbitration, and consequently cannot be charged with arbitration in contracts.

2. What the Mediation Body can do is to accept an application and give its verdict provided that the parties involved in the dispute agree in advance that they will accept this verdict.

3. The Mediation Body shall not make any statements to third parties on any complaint which it is handling.

Article 4 – Situations in which the Mediation Body can be involved

A. Complaints by an employee or group of employees about the working relationship:

1. Employees must first discuss their complaint in the company, following the stages outlined below, with:
- **their direct superior;**
- **any higher superior;**
- **the management board or its proxy (through the intermediary of a member of the works council or otherwise).**

2. If no satisfactory solution has been arrived at within a reasonable period via the route indicated in paragraph 1, employees who are affiliated to one of the employee unions may submit their complaint to the representative designated by their organisation, following which the organisation shall discuss the complaint with the employer.

3. If no agreement is reached between the organisation and the employer, both the employer and the employee involved may request the organisation to submit the complaint for mediation by the Mediation Body.

4. If the organisation complies with this request, it shall inform the other the party involved in the request and the party's organisation.

5. If one of the parties involved is not a member of the employers' association or one of the employee unions, the complaint may be submitted directly to the Mediation

Body. The Mediation Body shall only accept the complaint if both parties and the parties to the collective agreement consent.

6. If the plaintiff is not a member of one of the employee unions, the Mediation Body shall only handle the complaint if the plaintiff has declared a willingness in advance to bear the costs of mediation.

B. Difference of opinion between employee union(s) and an employer:

1. If there is a difference of opinion between an employer, who is affiliated to the employers' association, and one or more employee unions regarding social policy within the company, this difference of opinion may be submitted by either the employer or the employee unions through the executive committees of the employers' association and employee unions involved.

2. If the efforts referred to at 1 fail to produce a result, each of the organisations may submit the difference of opinion to the Mediation Body for mediation.

3. If the employer involved is not a member of the employer association, the difference of opinion shall be submitted directly to the Mediation Body. The Mediation Body shall agree to handle the difference of opinion only if the parties to the collective agreement consent.

C. The intention by one or more employee unions to strike or engage in other action:

1. If there is a subject which is leading one or more employee unions and/or their members to strike or take action which will hamper the normal operations of the company, this subject may be submitted to the executive committees of the employers' association and employee unions involved either by the employer(s) affiliated to the employers' association or the employee unions and/or their members.

2. If notification of strike or other action has been given to the employers' association, one or more employee unions or the employers' association may request the Mediation Body to mediate and/or give its verdict. The Mediation Body shall send a copy of the aforementioned request without delay to the employer(s) involved, the employers' association and employee unions and the Arbitration committee.

Article 5 – Procedure

1. The Mediation Body shall hear:
   a. in the case of complaints by an employee or a group of employees, the employer(s) and the employee unions that have submitted the dispute and the employers' association if it has submitted the complaint for mediation;
   b. in the event of a difference of opinion between employee unions and an employer:
      - the employer involved;
      - the association involved if the employer is affiliated to the employers' association;
      - the employee unions involved;
   c. the employers' association and the employee unions in the event of one or more employee unions planning to strike or take other action.

2. The Mediation Body may assemble all information and hear all persons as witnesses or experts that it considers desirable. The parties shall comply with requests by the Mediation Body to provide information. The parties shall cooperate in ensuring that any persons who the Mediation Body wishes to hear as witnesses or experts comply with the request.

3. The Mediation Body shall attempt to mediate between the parties after appraising itself of all the relevant data.

4. If the attempts at mediation have failed to produce any results within two months of the complaint or difference of opinion or the planned action being notified to the Mediation Body, the latter shall give its verdict within two weeks of the period stipulated above elapsing. Deviations from this period of two months shall be permitted in consultation between the Mediation Body and the parties involved.
In the event of one or more employee unions planning to strike or take other action, the Mediation Body shall endeavour to complete its work within four weeks or to give its verdict in writing.

5. The written verdict shall be sent by the Mediation Body to the parties involved and to the employer if the organisation is affiliated to the employers' association. Publication of the verdict shall be permitted one week after receipt.
Publication of a verdict concerning a planned strike or other action by one or more employee unions and/or their members shall be permitted directly upon receipt.
The publication shall contain the full verdict of the Mediation Body, except for any passages which the Mediation Body does not release for publication. The names of persons, companies and organisations may be omitted if desired.

ANNEX E.

INTEGRATED JOB GRADING SYSTEM (ISF)

I. – **Integrated Job Grading System (ISF) /** Integrated Job Grading System (ISF)

The ISF's salary group structure and the accompanying points are as follows:

Salary group A.	**0**-130 points
Salary group B.	131-180 points
Salary group C.	181-230 points
Salary group D.	231-280 points
Salary group E.	281-330 points
Salary group F.	331-380 points
Salary group G.	381-430 points
Salary group H.	431-480 points
Salary group J.	481-535 points
Salary group K.	536-**590 points**

ANNEX F.

SYSTEM OWNERSHIP OF ISF AND/OR SAO

I. – System ownership

The parties have agreed that FME-CWM is the owner of the ISF and SAO systems.

The following principles have been adopted.

1. **If the ISF system is applied, company job lists will be drawn up under the guidance of experts from FME-CWM.**

2. **If the SAO is applied, the lists of working conditions will be drawn up under the guidance of experts from FME-CWM.**

3. **The decision of these experts on the classification of the jobs in the new company job lists will be final.**
   If the employee unions consider it necessary to assess the job lists, that assessment will be carried out exclusively by experts of the employee unions.

4. **The classification of the jobs and the working conditions as well as their assessment will be performed exclusively by experts from FME-CWM and from the employee unions.**

5. **The ISF and SAO will be monitored by the Salary Structure Committee, appointed by the ROM, which will be responsible for:**
   - **managing the system;**
   - **supplementing the reference material;**
   - **handling complaints.**

6. **The employee unions will not provide their cooperation with any groups outside the Metalektro wishing to apply the ISF and SAO without consulting and receiving the express consent of FME-CWM.**
   That consent will be granted if agreements are made with the groups concerned with respect to:
   - **the method of application;**
   - **the monitoring;**
   - **the maintenance of the system.**

   On the other hand, FME-CWM will inform the employee unions of any proposed application of the system outside the Metalektro.

II. – Procedural agreements

1. **In the application of the ISF and/or SAO it will be assumed that:**
   - **the parties accept the content and consequences of the ISF and SAO;**
   - **the reference jobs constitute part of the new system;**

- **the number of reference jobs will increase over time and will be added to a list of reference jobs of the ISF and/or SAO;**
- **a leaflet will be distributed providing information about the purpose and operation of the system;**
- **information will be provided for each company concerning:**
  * **the duties and responsibilities of the system owner;**
  * **the purpose and operation of the system;**
  * **the tasks of any steering group or job grading committee;**
  * **the complaints procedure.**

2. **Depending on the situation in a company the process of the application of the system may be supervised by a steering group whose members must represent every level of the organisation.**
   In the interests of efficiency, the number of members must be limited. The task of the steering group is to oversee the entire process of job grading: introduction, implementation and subsequent updating.

   An internal grading committee, consisting of internal experts, will have the task of analysing and grading the jobs. Both members of the steering group and internal experts will be trained and receive general supervision by experts from FME-CWM.

III. – Classification of the jobs and of the working conditions

- **The jobs and working conditions in the company will be classified in salary groups and increments.**
- **The jobs and working conditions and their classification will be documented in a company job list in which the jobs and working conditions will re-divided amongst the different types of jobs and working conditions and their classifications to produce a good reference framework.**
- **Descriptions will be included of each of the jobs in the job list and each of the working conditions in the working conditions list.**
- **When the job description has been formulated it will be submitted for verification to the employee(s) concerned and their superiors.**
- **The job can be graded when they have approved the job description.**
- **Every job performed by an employee covered by the collective agreements will be classified.**
- **Employees will be notified in writing of the salary group in which their job is classified together with the job description and the reasons for the classification.**
- **Employees will be able to inspect the information relating to the jobs in the company job list.**
- **Employees may at any time ask for the classification to be revised if changes have occurred in the content of the job and/or the working conditions.**

IV. – Complaints procedure

In the company the employee unions will be consulted on the method by which employees can lodge an objection to the classification of the job they perform. If an employee appeals against the classification of the job on the basis of ISF and/or SAO, the individual

concerned will be informed of the outcome in writing and stating the reasons. If the individual concerned is not satisfied with the outcome of the procedure the person may, if he or she is a member of one of the employee unions, refer the matter to their trade union. In that case an expert from the employee unions and an expert from FME-CWM will investigate the complaint. On the basis of their investigation the experts will make a binding decision, which will be confirmed in writing. If this decision leads to a classification in a higher salary group the higher salary must be paid from the time that the complaint was submitted in writing to the company.

V. – Information

The company will provide the employee unions with all the information it needs for the implementation of the ISF and/or SAO.

ANNEX G.
(ARTICLE 4.1 OF THE COLLECTIVE AGREEMENT)

Systems of job classification

- **CATS (De Leeuw Consultancy)**
- **Hay (Hay Consultancy)**
- **ORBA (AWVN)**
- **USB (Berenschot)**
- **Bakkenist**

ANNEX H.
ANNEX FOR INFORMATION SUPPLEMENT PERCENTAGES

1. Supplement percentages

Hourly supplements as percentages of the monthly, periodical or weekly earnings for full-time work.

a. If overtime is offset by time in lieu, the following hourly supplements, expressed as percentages of the monthly, four weekly or weekly earnings, shall apply

		Supplement		
Collective agreement Article		monthly payment	4 weekly payment	weekly payment
4.14 par. 4	a	0.14%	0.15%	0.60%
	b	0.24%	0.26%	1.03%
	c	0.27%	0.29%	1.17%
	d	0.37%	0.40%	1.60%
	e	0.48%	0.52%	2.07%

b.

4.14 par. 3		0.60%	0.65%	2.60%

c. Hourly supplement as a percentage of monthly, periodical or weekly earnings at full-time work.

		Supplement		
Collective agreement Article		monthly payment	4 weekly payment	weekly payment
4.12 par. 4		0.48%	0.52%	2.07%
		1.06%	1.15%	4.60%
4.16 par. 1	b	0.11%	0.12%	0.46%
	c	0.21%	0.23%	0.92%

2. Hourly supplements as percentages of hourly earnings

a. If overtime is offset by time in lieu, the following hourly supplements, expressed as percentages of the hourly earnings, shall apply.

Collective agreement Article		Supplement
4.14 par. 4	a	24.1%
	b	41.3%
	c	46.6%
	d	63.8%
	e	82.8%

b.

4.14 par. 3		103.4%

c. Hourly supplement as a percentage of hourly earnings.

Collective agreement Article		Supplement
4.12 par. 4		82.8%
		182.8%
4.16 par. 1	b	19.0%
	c	36.2%

ANNEX I.
ANNEX FOR INFORMATION
OVERVIEW OF INFORMATION APPENDICES ON THE ROM WEBSITE (WWW.CAOMETALEKTRO.NL) (TEXTS ARE ONLY AVAILABLE IN DUTCH)

Calamity and care leave is regulated in the legislation on work and care, see inter alia Section 4:1 of the Act on Work and Care.

Working Hours (Adjustment) Act (Article 3.2 of the collective agreement)

Relevant provisions of Book 7 of the Netherlands Civil Code relating to the contract of employment and Section 6 of the Labour Relations (Special Powers) Decree (BBA) 1945

- Section 7: 610a Netherlands Civil Code
- Section 7: 610b Netherlands Civil Code
- Section 7: 628 Netherlands Civil Code
- Section 7: 628a Netherlands Civil Code
- Section 7: 667 Netherlands Civil Code
- Section 7: 668 Netherlands Civil Code
- Section 7: 668a Netherlands Civil Code
- Section 7: 669 Netherlands Civil Code
- Section 7: 670 Netherlands Civil Code
- Section 7: 670a Netherlands Civil Code
- Section 7: 670b Netherlands Civil Code
- Section 7: 672 Netherlands Civil Code
- Section 7: 652 Netherlands Civil Code
- Section 7: 676 Netherlands Civil Code

Section 5.9 of the Working Hours Act

Section 7: 674 Netherlands Civil Code

Holiday and leave

- Section 7: 634 Netherlands Civil Code
- Section 7: 635 Netherlands Civil Code
- Section 7: 642 Netherlands Civil Code

General Daily Wage under Sickness Benefits Act

COLLECTIVE AGREEMENT FOR SENIOR STAFF IN THE METALEKTRO 2013/2015

To improve the readability of the text, although the collective agreement for senior staff in the Metalektro is a self-contained and separate collective agreement, wherever articles in this collective agreement for senior staff are identical to particular articles in the Collective Agreement in the Metalektro 2013/2015 there is simply a reference to those articles.

The full text of the Collective Agreement for senior staff in the Metalektro 2013/2015 has been notified to the Minister of Social Affairs and Employment with a proposal that it should be declared generally binding.

COLLECTIVE AGREEMENT FOR SENIOR STAFF IN THE METALEKTRO 2013/2015

The following collective agreement was concluded between:

1. **FME-CWM Association, the association of enterprises in the technological industrial sector, established in Zoetermeer, hereinafter referred to as the employers' association, acting for and on behalf of the members of the FME-CWM Association whose companies come or will come within the definition of the scope of the collective agreement in Article 1.2 of this collective agreement**

   and

2. **VHP2 Association for middle and senior staff, established at Eindhoven,**

3. **FNV Unions (FNV Bondgenoten), established at Utrecht,**

4. **CNV Unions (CNV Vakmensen), established at Utrecht,**

5. **De Unie, network organisation for professionals and managers, established at Culemborg,**

   the associations 2 to 5 inclusive being jointly referred to as the employee unions, acting for those members of the employee unions who have signed a contract of employment with members of the aforementioned employers' association.

This agreement incorporates the collective agreement for senior staff in the Metalektro governing working hours and hours of work as from 1 January 1985.

INTRODUCTION

1. **It is the parties' intention to merge this agreement in the future with the collective agreement in the Metalektro, one point of discussion being which provisions in the new single agreement can apply to the various categories of staff.**

2. **The employee unions and the company management may consult at company level on all aspects of employment, including the effects of the new working hours scheme which came into effect on 1 January 1985.**

3. **The parties will further consider programming talks on:**
   - **integration of collective agreements;**
   - **medium-term policy;**
   - **Article 44 of the collective agreement for senior staff in the Metalektro.**

4. **The parties regard absenteeism through illness and disability in the company as a continuing cause for concern. They believe in the first instance that absenteeism deriving from the work should be tackled at company level. It is important that companies in the industry prevent people from becoming permanently absent through illness.**
   The parties endorse the protocol on Medicals on appointment of 1 June 1995, published by KNMG. The protocol can be applied for from the parties.
   The parties recommend that employees aged 55 and older should be given the opportunity of a regular medical check-up.

5. **The parties recommend that the policy to be conducted in the company should also devote attention to the environmental aspects attached to the production process. It is recommended that an internal environmental care system should be introduced.**

6. **The parties recommend that in consultation with the works council an arrangement should be made for dealing with complaints about matters connected with work. If the handling of complaints within the company takes place as part of an arrangement for dealing with complaints, it is recommended that a provision be included in this arrangement which ensures that employees are at liberty to call in the assistance of a person selected by themselves for the purpose of the complaints procedure and any appeals procedure.**
   The parties point out that after the ways of handling of complaints within the company, namely the hierarchical line including the involvement of the personnel department and calling in assistance from a member of the works council from one's own department, there still remains the route via the trade unions. Effective communication between the employee unions and its members is important for ensuring that this latter option for handling complaints and thus avoiding conflicts operates properly.

7. **The employer is called upon to restrict overtime as much as possible.**

8. **The parties recommend that employers and employees do their utmost to prevent conflicts arising on conscientious objections, for one thing by consulting with each other as soon as possible once the employee has let it be known that he or she has conscientious objections.**

9. The parties consider it important that companies in the Metalektro have skilled workers at their disposal. They have decided that careers policy aiming at an optimal coordination of the potential of employees to the requirements of the company is an important instrument to this end.
Hence they recommend that companies should devote attention to careers policy.

10. The parties count it as part of their responsibility to encourage the application of "Conditions of employment à la carte" in the companies. The parties recommend that in consultation with the employee unions in the company, concrete arrangements should be made which allow employees under certain conditions to exchange certain conditions of employment for others on the basis of an individual choice, either in combination with a current account system or otherwise (see the brochure on Conditions of Employment à la carte).

11. The parties recommend that extra attention be devoted at corporate level to the development of an integrated policy on older employees, by which is meant
- **the problems of older employees in particular relating to age, family and health aspects;**
- **in conjunction with this, suitable opportunities for career development and training for older employees, including their being allowed to avail themselves of the specific courses offered by, among others, the Stichting A+O Labour Market and Training Organisation in the Metalektro; as well as to the problems of handicapped and foreign workers.**

Article 1.1 – **Definitions**

The following definitions apply in this agreement:

1. **"Employee": anyone who has signed a contract of employment within the meaning of Section 7: 610 of the Netherlands Civil Code;**

2. **"Employer": the natural or legal person for whom an employee as referred to in paragraph 1 normally performs work;**

3. **"Employers' association": the employers' association referred to in the preamble to this agreement;**

4. **"Employee union": the employee unions referred to in the preamble to this agreement;**

5. **"Metalektro Consultative Council": the Consultative Council in the Metalektro (ROM), established in The Hague.**
   The Consultative Council is authorised to perform the tasks delegated to it by virtue of this agreement.

6. **"Wage Bill Wfsv": the total wages as defined in Section 16 of the Social Insurance Financing Act (Wfsv).**

Article 1.2 – **Scope**

1. **The provisions concerning the scope of this collective agreement are set out in annex A. That annex forms an integral part of this collective agreement. A company carrying out activities as described in annex A comes under the scope of the agreement in accordance with the annex if the Metalektro activities are the main ones carried out.**

2. **Whether the main activities are carried out in the Metalektro Is determined on the basis of the number of working hours that employees in the company spend on the activities. The activities are 'main' ones if normally they account for more than 50% of the working hours agreed with employees in the company.**

3. **Metalektro activities include the specific activities mentioned in annex A as well as activities of employees, in a support or other post, which also includes employees counted under overheads, who are working for the benefit of those specific activities.**

4. **In so far as employees in a support post or otherwise, which also includes employees counted under overheads, are working for the benefit of Metalektro activities and for other activities in the company, the number of working hours of these employees will be proportionally attributed to the various activities in the company**

Article 1.3 – **No after-effects of earlier collective agreements**

Rights deriving from provisions of earlier collective agreements lapse with the coming into force of this collective agreement. Instead of these the rights deriving from the provisions of this collective agreement apply. The current collective agreement has precedence over the previous collective agreement(s) in so far as it offers less favourable provisions.

Article 1.4 – Part-time work

The provisions in this collective agreement are based on employees who are working full-time (full-timers). For employees working part-time (part-timers) the terms of employment contained in this agreement shall apply pro rata to the number of hours worked by the part-timer per calendar year in relation to the basic working year. The provisions of the previous sentence do not apply for Articles 41 (short period of absence) and 50 (leave for union activities).

Article 2 – Job Applications

The employer and those involved in the applications procedure are obliged to observe secrecy in respect of an application if and in so far as the applicant so requests.

Article 3 – Confirmation of appointment

1. The contract of employment between the parties shall be recorded in writing. This written confirmation shall in any event include:
   a. the date on which employment commenced;
   b. duration of the contract of employment if the agreement has been concluded for a specific period;
   c. the position or a description of the main activities to be carried out;
   d. the place or places where the work is to be performed;
   e. the agreed pay, including both incremental and any one-off or special bonuses;
   f. the salary group and the individual's position within it in so far as a corporate salary scheme applies;
   g. leave entitlement: the provisions of Articles 5.3, 5.4 and 5.5 of the collective agreement in the Metalektro apply as a minimum;
   h. the pension insurance arranged or to be arranged for the employee as well as the shares of the employer and the employee in the premium to be paid for this (see Article 7.1 of the collective agreement in the Metalektro);
   i. the financial arrangement which will apply in the case of disability for work;
   j. the minimum period of notice to be observed by the employer and/or employee on termination of the contract of employment;
   k. any amount the employer has agreed to pay towards health insurance and any agreed reimbursement of expenses;
   l. the collective agreement that is applicable.

2. Any changes shall also be confirmed in writing.

3. The full range of conditions of employment agreed between the employer and the employee and set forth in this article must as a minimum equate to the relevant package of conditions for employees in the company who are covered by the collective agreement in the Metalektro.

Article 4 – Prior temporary employment

In derogation from the provisions of Section 7: 668a of the Netherlands Civil Code, periods in which an employee worked as a temporary employee for the employer prior to entering employment with the employer shall be treated as a single contract for a fixed period if and in so far as that period was only interrupted as a result of the temporary employee's incapacity for work and the ensuing termination of the employment contract with the employment agency, with the understanding that the period specified in Section 7: 668a of the Netherlands Civil Code (being three years) shall not be exceeded or count.

Article 5 – **More favourable and alternative provisions / More flexible arrangements**

This article is identical to Article 1.4 of the Collective Agreement in the Metalektro 2013/2015.

Article 6 – **MetalektroB-CAO**

This article is identical to Article 1.5 of the Collective Agreement in the Metalektro 2013/2015.

Article 7 – Termination of the contract of employment

This article is identical to Article 2.3 of the Collective Agreement in the Metalektro 2013/2015.

Article 8 – **Job classification within the company** / Job classification within the company

1. If and in so far as the employer decides to use a system of job classification for determining the priority of jobs, subject to the provisions of paragraph 2 this shall be done with the assistance of the integrated system of job assessment (ISF).

2. If and in so far as the employer decides to use a system of job classification other than ISF for determining the priority of jobs, this may only be done in consultation with the employee unions and the employers' association. The same applies for changes to the system or the introduction of a new system.

3. The following group thresholds shall apply when using the ISF:
   salary group L: **591** - 645 points
   M: 646 - 700 points
   N: 701 - 760 points
   O: 761 - 820 points
   P: 821 - 880 points
   Q: 881 - **940 points**

4. When using the ISF, the relevant regulations in the collective agreement for the Metalektro shall apply.

Article 9 – Salaries

1a. As of 1 December 2013 the actual salaries will be increased by 2.35%.

1b. As of 1 August 2014 the actual salaries will be increased by 1.5%.

1c. As of 1 January 2015 the actual salaries will be increased by 0.35%.

2. The provisions of paragraph 1 do not apply to full-time employees on an annual salary including holiday allowance of € 90,000 gross or higher. The amount for the full-time salary increase as of 1 January 2015 is € 91,000 gross or higher. To calculate the amount of € 90,000 and € 91,000 respectively the gross monthly salary in the month in which the increase takes place is taken as the basis, not including the increase. The monthly salary is multiplied by 12.96.

Article 10 – Other income components

If and in so far as an employee was awarded a holiday allowance in the period up to 31 December 1984, this shall continue to be awarded after that date. The holiday allowance is earned in the period from 1 July to 30 June and amounts to 8% on an annual basis. Implementation of this provision cannot lead to higher entitlement for the employee.

Article 11 – Payment in the event of (in)capacity for work

This article is identical to Article 6.4 of the Collective Agreement in the Metalektro 2013/2015.

Article 12 – WGA gap insurance

This article is identical to Article 6.5 of the Collective Agreement in the Metalektro 2013/2015.

Article 13 – WIA insurance

This article is identical to Article 6.6 of the Collective Agreement in the Metalektro 2013/2015.

Article 14 – **Differentiated WGA premium**

This article is identical to Article 6.7 of the Collective Agreement in the Metalektro 2013/2015.

Article 15 – **Early retirement**

This article is identical to Article 9.6 of the Collective Agreement in the Metalektro 2013/2015.

Article 16 – **Pension**

This article is identical to Article 9.7 of the Collective Agreement in the Metalektro 2013/2015.

Article 17 – Life Course Plan and other leave

This article is identical to Article 9.8 of the Collective Agreement in the Metalektro 2013/2015.

Article 18 – **Union contribution**

This article is identical to Article 9.9 of the Collective Agreement in the Metalektro 2013/2015.

Article 19 – **Death benefit**

This article is identical to Article 7.2 of the Collective Agreement in the Metalektro 2013/2015.

Article 20 – Secondary conditions

If a non-competition clause and/or regulation governing patent, copyright or publication right has been agreed between the employer and the employee, these regulations between the parties will be recorded in writing.

WORKING HOURS AND HOURS OF WORK

§1. Working Hours

Article 21 – **Definitions** / Definitions

This article is identical to Article 1.1, paragraphs 7, 8 and 13 of the Collective Agreement in the Metalektro 2013/2015.

Article 22 – Changes to the number of rota free hours

This article is identical to Article 3.1 of the Collective Agreement in the Metalektro 2013/2015 except that instead of paragraph 1 the following applies:

1. In the case of the number of working hours being the same as the basic working year the number of rota free hours will be 104.

Article 23 – Changes to individual working hours

This article is identical to Article 3.2 of the Collective Agreement in the Metalektro 2013/2015.

Article 24 – Days off

This article is identical to Article 3.3 of the Collective Agreement in the Metalektro 2013/2015.

Article 25 – Changes to hours worked per day in the working hours

This article is identical to Article 3.4 of the Collective Agreement in the Metalektro 2013/2015.

§2. Hours of work

Article 26 – Definitions

1. Duty rota:
   the rota of working hours and rest periods, rota free periods and leave periods laid down for the employee.

2. Rota free hours:
   hours in the duty rota which are designated by the employer as hours in which an employee or employees in the duty rota are exempted from work.

Article 27 – Working Hours Act

This article is identical to Article 3.5 of the Collective Agreement in the Metalektro 2013/2015.

Article 28 – Establishing the duty rota

This article is identical to Article 3.7 of the Collective Agreement in the Metalektro 2013/2015.

Article 29 – Principles for establishing the duty rota

This article is identical to Article 3.6 paragraph 2 of the Collective Agreement in the Metalektro 2013/2015.

Article 30 – Designating rota free hours

This article is identical to Article 3.8 of the Collective Agreement in the Metalektro 2013/2015, except that paragraph 1 reads as follows:

1. In the case of part-time work the number of rota free hours shall be fixed in proportion to the number of hours to be worked by the employee in a calendar year in relation to the basic working year. Rota free hours are earned in proportion to the duration of the contract of employment during the calendar year.

§3 Deviations

Article 31 – Time saving

This article is identical to Article 3.15 of the Collective Agreement in the Metalektro 2013/2015.

Article 32 –Selling or saving time

This article is identical to Article 3.16 of the Collective Agreement in the Metalektro 2013/2015.

Article 33 – Time-saving scheme

This article is identical to Article 3.17 of the Collective Agreement in the Metalektro 2013/2015.

§4. Other provisions

Article 34 – Special absence

1. For the purpose of the employees' basic working year, the number of hours which they failed to work in deviation from the duty rota laid down for them, or, in the absence of a duty rota a figure of eight hours per day, shall be regarded as hours worked - with the consequences as provided for in the following paragraphs of this article - in the cases of:

Article 5.4 and 5.5 Collective agreement in the Metalektro	- additional leave;
Article 11	- disability, excluding the days or parts of days which have been decided on and of the collective leave day(s) on which the disabled employee wished to be exempt from his reintegration obligations;
Article 35	- training days;
Article 38	- compensatory rota free hours;
Article 41	- short periods of absence;
Article 43	- periods of lay off during contract of employment;
Article 50	- special leave.

2. In addition, for the purpose of employees' basic working year the hours which were already designated as leave by virtue of the employees' duty rota will be regarded as hours worked if they were unfit for work during these hours.

Article 35 – Training days

This article is identical to Article 3.12 of the Collective Agreement in the Metalektro 2013/2015.

Article 36 – Study costs scheme

This article is identical to Article 3.13 of the Collective Agreement in the Metalektro 2013/2015.

Article 37 – APL (Accreditation of Previous Learning)

This article is identical to Article 3.14 of the Collective Agreement in the Metalektro 2013/2015.

§5. Compensation scheme

Article 38 – Rota free hours not used up

1. As recompense for rota free hours not taken up the employee shall be entitled to time off in lieu to be taken at times which the operational situation allows and at which the employee should work according to the duty rota. These times shall be laid down following consultation between the employee and the employer.
   It is recommended that the time off in lieu should be taken in the same quarter that it is earned. The compensation shall be offered in the form of a minimum of parts of days according to the rota.

2. In consultation between the employer and the employee, the employee's entitlement as referred to in paragraph 1 of this article may be replaced by entitlement to payment of hourly earnings per additional hour of overtime.

3. Any rota free hours not taken up which have not been compensated with time off in lieu by the end of the calendar year or been paid for in accordance with the provisions of paragraph 2 of this article shall be carried over to the next calendar year and credited to the employee as time off in lieu. Alternatively, following consultation with the employee, 50% of these hours shall be paid and the outstanding hours carried over to the next year and accredited to the employee as rota free time in lieu.

Article 39 – Rota free time

At the end of the employment any leave and free time taken in excess of or less than the entitlement will be set off in leave or in money.

Article 40 – Christian Holidays and national holidays

Leave with full pay shall be given on New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day and the National Holiday (27 April) where they do not fall on a rota free day. These days are not deducted from the leave entitlement.

Article 41 – Short periods of absence

This article is identical to Article 6.1 of the Collective Agreement in the Metalektro 2013/2015.

Article 42 – Buying days

The employee is entitled to buy up to six days of leave a year. Employees who work part-time are entitled to leave without pay over a proportionate number of days.
Employees may take the unpaid leave after consultation with the employer.

Article 43 – Payment for periods of lay off during contract of employment

This article is identical to Article 6.2 of the Collective Agreement in the Metalektro 2013/2015.

Article 44 – Protection of personnel representatives

This article is identical to Article 9.3 of the Collective Agreement in the Metalektro 2013/2015.

Article 45 – Mergers, reorganisations, closures; hiring of management consultancies

This article is identical to Article 10.6 of the Collective Agreement in the Metalektro 2013/2015.

Article 46 – **Social Fund**

There is a "Stichting Sociaal Fonds in the Metalektro" (Social Fund in the Metalektro) (SSF). The provisions relating to this are included in the Collective Agreement in the Metalektro 2013/2015.

Article 47 – **Handling of disputes**

1. **If a dispute arises concerning the application of or compliance with this agreement (including claims of failure to comply with the commitments laid down under this agreement), each of the parties involved shall be entitled to address the Arbitration Committee with a complaint stating the reasons, with due observance of the regulations referred to in paragraph 2.**
   If the plaintiff makes use of this right, the other party is obliged to comply with the handling of the dispute by the Arbitration Committee.

2. **The Arbitration Committee shall handle the dispute with due observance of the regulations for the handling of disputes.**
   These regulations are set out in annex C to the Collective Agreement for the Metalektro 2013/2015.

3. **The decision of the Arbitration Committee shall have the force of a binding recommendation.**

Article 48 – Mediation procedure

This article is identical to Article 10.8 of the Collective Agreement in the Metalektro 2013/2015.

Article 49 – Union work in the company

This article is identical to Article 10.5 of the Collective Agreement in the Metalektro 2013/2015.

Article 50 – **Special leave for employees who are union members** / Special leave for employees who are union members

This article is identical to Article 6.3 of the Collective Agreement in the Metalektro 2013/2015, on the understanding that for VHP2, 'comparable bodies' refers to the executive, council and policy committees.

Article 51 – Temporary Employment Agencies

This article is identical to Article 9.1 of the Collective Agreement in the Metalektro 2013/2015.

Article 52 – **External employees** / External employees

This article is identical to Article 9.2 of the Collective Agreement in the Metalektro 2013/2015.

Article 53 – Recommendation

It is recommended that periodical medical checks be carried out on employees aged 55 or above and on employees performing specific activities or activities under specific circumstances.

Article 54 – **Secretariat costs at branch level**

There is a "Stichting Raad van Overleg in de Metalektro"(ROM). The provisions relating to this are included in the Collective Agreement in the Metalektro 2013/2015.

Article 55 – **Duration of the agreement**

This agreement comes into force on 1 July 2013 and shall terminate on 30 April 2015 without any notice being required.

THUS AGREED AND SIGNED IN QUINTUPLICATE:

FME-CWM ASSOCIATION REPRESENTING EMPLOYERS AND BUSINESSES IN THE TECHNOLOGY INDUSTRY

signed
mr. I. Dezentjé Hammink-Bluemink
chairman

signed
T. de Bruine
vice-chairman

CNV VAKMENSEN (CNV UNIONS)

signed
A.A. van Wijngaarden
chairman

signed
P.K. de Jong
administrator

VHP2 ASSOCIATION FOR MIDDLE AND SENIOR STAFF

signed
G.H. Dierssen
chairman

signed
mr. J. Sauer
deputy director/advisor labour relations

DE UNIE NETWORK ORGANISATION FOR PROFESSIONALS AND MANAGERS

signed
F.R. Castelein
chairman

signed
mr. G.W.E. ter Welle
senior representative

FNV BONDGENOTEN (FNV UNIONS)

signed
J.P.M. Brocken
national administrator metal

signed
drs. J. van Stigt
national administrator metal

ANNEX A.
BELONGING TO THIS COLLECTIVE AGREEMENT
SCOPE

(AS REFERRED TO IN ARTICLE 1.2 OF THIS COLLECTIVE AGREEMENT)

Scope

1. **This agreement applies to the labour agreements concluded by employers in the Metalektro, who are a member of the employers' association and for whom and on whose behalf the employers' association has concluded this agreement with their employees who hold a post that is above the level of the posts included in the collective agreement for the Metalektro.**

2. **This agreement does not apply to the directors of the company and the functionaries who are directly involved in determining company policy.**

Note to paragraph 2:
Reference should be made to the Works Council Act article 1.1 for definitions of the words 'director' and 'company'.

3. **Notwithstanding the provisions of paragraphs 4 and 5 below, the Metalektro is considered to include companies in which, with due account of normal working hours prevailing in the industry, at least 1200 hours per week are usually worked by employees in the company's service as defined in Article I paragraph 1 of this agreement*) but with due account of the provisions of 6 to 15 inclusive and 17, activities are performed and in which:**

   a. **metals treating and/or processing is the exclusive or primary activity, which is defined as including the following:**

      1st **the installing, assembling, constructing, dismantling, turning, enamelling, forcing, casting, repairing, welding, mounting, maintaining, pressing, flattening, composing, demolishing, pulverising and/or crushing, forging, smelting, drawing, manufacturing, rolling of metal (including inter alia: aluminium, bronze, copper, lead, brass, steel, tin, iron, zinc and alloys or compositions of these) or metal devices, driving gear, tools, machines, appliances, objects and equipment (including inter alia power and manual devices, agricultural tractors, machines and devices), all in the widest sense of the term such as appendages, automatic machines, cars, statues, lightning conductors, tin goods, bolts, safes, mopeds, bridges, pipes, capsules, wire, wire nails, electricity meters, electrodes, gauze, gas meters, fireplaces, instruments (including optical devices) blinds, stoves, boilers (including boilers for central heating) prams, rivets, crown caps, mattress springs, moulds, furniture, nuts, engines, motor bikes, musical instruments, ovens, radiators, windows, reservoirs, rolling gates shutters, rolling stock, roller**

shutters, bicycles, ships, screws, sliding gates, ornamental fencing, closures, stamps, tanks, taxi meters, tubes, clocks, water meters, sun blinds;

2nd the manufacture and/or repair of equipment, installations, materials, devices, objects and the like which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce or make perceptible electrical energy or its components;

3rd steel blowing and/or sand blasting;

4th zinc or tin plating, where this is not done by means of galvanising technology;

5th the overhaul of combustion engines and parts thereof in the widest sense of the term;

b. electrical engineering in ship fitting is the exclusive or primary activity;

c. the exclusive or primary activity for third parties directly is:

1. winding or repairing electrical machines and utensils and consumer devices for strong and weak current installations (electrical winding business);

2. mounting and wiring electrical and electronic equipment for operating, switching and signalling panels (electrical panel construction);

3. dismantling, repairing, mounting, replacing, modifying, maintaining, operationalising of equipment, installations, devices, objects and the like which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce or make perceptible electrical energy (electrical repairs);

*) **See the decree of the Minister of Social Affairs and Employment of 7 June 1990 (Government Gazette 1990, 112).**

d. employees are exclusively or primarily made available as referred to in Section 7: 690 of the Netherlands Civil Code from companies whose exclusive or primary business is the treating and/or processing of metals or which are regarded as belonging to the Metalektro by virtue of the other provisions of this article: however companies whose exclusive business is to make available employees to third parties are not regarded as belonging to the Metalektro if the company in question:

- **makes available employees for more than 25% or more of the working hours of the employees in its service to third parties whose exclusive or primary business is not the treating and/or processing of metals or which are not regarded as belonging to the Metalektro by virtue of the other provisions of this article;**
- **and makes available employees for 15% or more of the total wage subject to social security contributions on an annual basis to third parties by virtue of temporary agency workers agreements with the agency workers stipulation as referred to in Section 7: 691 paragraph 2 of the Netherlands Civil Code, as defined further most recently in annex 1 to Article 5.1 of the Regulation of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, to implement the Social Security (Organisation) Act, published in the Government Gazette number 242 of 13 December 2005. The company has complied with this criterion if and in so far as this has been confirmed by the implementing body (the tax authority), which is responsible for assigning companies to**

sectors for the purposes of the social insurances;
- **and does not form part of a group of companies which are deemed to belong to the Metalektro;**
- **and is not part of a pool created by employers' or employees' or their organisations;**

e. the business of treating and/or processing metals and/or one or more of the businesses referred to in paragraph 3 is conducted other than a primary activity and employees are made available as referred to in Section 7: 690 of the Netherlands Civil Code other than as the primary activity by companies whose exclusive or primary business is treating and/or processing of metals or which are regarded as belonging to the Metalektro by virtue of the other provisions of this article, if in the company in question the greatest part of the wage subject to social security premiums on an annual basis is deployed for the purpose of these activities jointly.

"Manufacturing" is defined as including the assembly, fitting and composition of components purchased from third parties.

Note:
The activities in a company come mainly under the Metalektro if the agreed number of working hours that the employees in the company's service who are directly and indirectly involved in the activities as listed in this article from a to e inclusive amounts to more than 50% of the total agreed number of working hours of all employees in the company's service.

4. Regardless of the numbers of hours of work during which employees in the company's service usually perform work each week, companies in which one or more of the following activities is carried out exclusively or primarily are also considered as belonging to the Metalektro, notwithstanding the provisions of paragraph 2:
a. steel rolling;
b. iron and steel casting;
c. the manufacture and/or repair of aircraft;
d. the manufacture and/or repair of lifts.

"Manufacturing" also includes the assembly, fitting and composition of components purchased from third parties.

Note:
Mainly one of the activities in a to d inclusive is carried out in companies if the agreed number of working hours that the employees in the company's service who are directly and indirectly involved in the activities amounts to more than 50% of the total agreed number of working hours of all employees in the company's service.

5. Companies which do satisfy the description given under paragraph 4 but which are covered by a collective agreement (which has been declared generally binding) or a conditions of employment regulation in the Metal and Technical Industries (MTB) with the consent of the competent body fall outside the scope of this agreement.

6. A company which is considered to belong to the Metalektro on account of the number of hours worked by its employees is considered to be part of the metal processing industry) if the said number of hours worked per week in the company, with due account of normal working hours in the branch of industry, has been less than 1200, 800 or 400 for an uninterrupted period of 3, 2 or 1 years respectively, counting from 1st January of any year, at the end of that period, with due observance of the provision of paragraph 7 below.**

) As referred to in Section 77, paragraph 1 of the decree of the Minister of Social Affairs and Employment of 14 December 1983 (Government Gazette 1983, 246).

7. The company referred to in paragraph 6 shall be considered to be part of the metal processing industry with effect from the first day of the next calendar year starting when the periods given in paragraph 5 have elapsed.

8. Companies whose exclusive or primary business falls in the branches of operation referred to in paragraph 3 to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metalworking Industry Sector or the Electrical Engineering Industry Sector (formerly the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry), but which should have joined the Industrial Insurance Board for the Metal Processing Industry (currently the Metal and Technical Industries Sector) on or before that date on account of that criterion, shall be considered to be part of the Metalektro.

9. In the event of a legal successor to a company as referred to in paragraphs 6 and 8 above, it will be assumed for the purposes of applying the provisions of paragraphs 6 and 8 that the same membership applies.

10. If a company as referred to in paragraph 8 switches to the Metal and Technical Industries Sector in accordance with the provisions applying under the Social Security (Organisation) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Government Gazette number 242 of 13 December 2005, the company shall be considered to belong to the metal processing industry with effect from the same date.

11. A company which is considered to belong to the metal processing industry on account of the number of hours worked by its employees shall be considered to belong to the Metalektro if the said number of hours worked per week in the company, with due account of normal working hours in the branch of industry, has been at least 1200, 2000 or 3000 for an uninterrupted period of 3, 2 or 1 years respectively, counting from 1st January of any one year, from the end of that period, with due observance of the paragraphs made in paragraph 12 below.

12. The company referred to in paragraph 11 shall be considered to be part of the Metalektro with effect from the first day of the next calendar year starting when the periods given in paragraph 10 above have elapsed.

13. Companies whose exclusive or primary business falls in the branches of operation given in paragraph 3 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metal and Technical Industries Sector (formerly the Industrial Insurance Board for the Metal Processing Industry), but which should have joined the Industrial Insurance Board for the Metalworking industry and the Electrical engineering industry (currently the Metalworking Industry Sector and the Electrical Engineering Industry Sector) on or before that date on account of that criterion, shall be considered to be part of the metal processing industry.

14. In the event of a legal successor to a company as referred to in paragraphs 11 and 13 above, it shall be assumed for the purposes of paragraphs 11 and 13 that the same membership applies.

15. If a company as referred to in paragraph 13 switches to the Metalworking Industry sector or the Electrical Engineering Industry sector in accordance with the provisions of the Social Security (Organisation) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Government Gazette number 242 of 13 December 2005, the company shall be considered to belong to the Metalektro with effect from the same date.

16. The Scope of Operations Committee*) shall be responsible for monitoring the application of the provisions in paragraphs 6 to 15 inclusive governing the classification and transfer of companies.

***) The Committee consists of the Metalektro Industry Consultative Council and the Cooperating Metal and Technical Industries.**
Its secretariat is at P.O. Box 93235, 2509 AE The Hague, tel: 070 3160325.
Representatives of the Metalektro Pension Fund and the Metal and Technical Industries Pension Fund also sit on the committee.

17. This agreement does not apply to Nedtrain B.V. at Utrecht, Rollepaal B.V.; Océ Technologies B.V. at Venlo, and Romit B.V. at Dedemsvaart, NXP Semiconductors Netherlands B.V. at Nijmegen and Eindhoven and Philips and the companies which are part of the Philips group. The Metalektro Industry Consultative Council may declare at any time during the term of this agreement that the agreement applies to companies listed in this paragraph if the reason for the exclusion ceases to apply. During the term of this agreement the Metalektro Industry Consultative Council may declare that this agreement or certain provisions of the agreement do not apply to other companies if requested to do so.
A written request for dispensation from the (provisions of) this agreement stating the reasons should be submitted to the ROM (P.O. Box 407, 2260 AK Leidschendam). The ROM will deal with the request bearing in mind the dispensation regulations. The regulations are given in annex B of this agreement.

ANNEX B.
RULES ON DISPENSATION

(AS REFERRED TO IN PAR. 17 OF ANNEX A SCOPE)

ARTICLE 1

1. The ROM gives a decision on a request for dispensation as referred to in paragraph 17 of annex A Scope.

2. The ROM's working party on Scope advises the ROM on a submitted request for dispensation.

ARTICLE 2

1. The working party on Scope comprises one member of the ROM representing the employers and one member of the ROM representing the employees.

2. The members of the working party on Scope are appointed by the ROM.

ARTICLE 3

1. A request for dispensation from the (provisions of) this agreement can be submitted by an employer or a group of employers. It must be apparent from the request whether the request is being submitted on behalf of one or more associations of employees.

2. The request is submitted in writing to the secretariat of the ROM (P.O. Box 407, 2260 AK Leidschendam).

3. The request must include as a minimum:
- **a. the name and address of the party submitting the request;**
- **b. the signature of the party submitting the request;**
- **c. a detailed description of the nature and extent of the request for dispensation;**
- **d. the reasons for the request;**
- **e. the date of submission.**

ARTICLE 4

1. Upon receipt of the request the ROM decides within a fortnight whether the request can be considered. If need be the party submitting the request has the opportunity to provide additional information regarding the request.

2. A request is dealt with once the information provided is sufficient to enable the request to be assessed.

Article 5

1. **The requesting party receives notice that the request is being dealt with. Once the request has been accepted for consideration the decision on the request takes place within two months.**

2. **The period of time referred to in the first paragraph can be extended by two months at the most if in the opinion of the ROM of the working party on Scope additional information is required to be able to assess the request. The requesting party then has a fortnight in which to submit the additional information.**

Article 6

1. **The decision taken by the ROM is accompanied by the reasons for it.**

2. **The ROM's secretariat sends the decision in writing to the requesting party as soon as possible.**

Article 7

The ROM makes no mention to third parties of requests for dispensation that have been submitted.

Article 8

The ROM decides in all cases not provided for in these rules.

COLLECTIVE AGREEMENT CONCERNING LABOUR MARKET POLICY AND VOCATIONAL TRAINING IN THE METALEKTRO (A+O) 2014/2015

COLLECTIVE AGREEMENT CONCERNING LABOUR MARKET POLICY AND VOCATIONAL TRAINING (A+O) IN THE METALWORKING AND ELECTRICAL ENGINEERING INDUSTRIES (METALEKTRO) 2014/2015

The following collective agreement was concluded between

1. FME-CWM Association, the association of enterprises in the technological industrial sector, established in Zoetermeer, acting for and on behalf of the members of the Vereniging FME-CWM whose company falls or will fall under the description of the sphere of application of the most recent readopted or next generally binding declaration of the collective agreement in the Metalektro,

   and

2. FNV Unions (FNV Bondgenoten), established in Utrecht,

3. CNV Unions (CNV Vakmensen), established in Utrecht,

4. De Unie, network organisation for professionals and managers, established in Culemborg,

5. VHP2, Association for middle and senior staff, established in Eindhoven,

governing the provision of funds to the Stichting A+O, the labour market and training organisation in the Metalektro, which has been set up by the parties.

INTRODUCTION

1. The parties are of the opinion that lifelong learning, inter alia because of technological and labour market developments and the growing globalisation of markets, is absolutely vital for every enterprise and for the personal development of employees in the Metalektro.

   Companies have their own responsibility in designing their training policy; the interplay with employees who have a personal responsibility for their own personal development is essential. A planned, forward-looking training policy in conjunction with a policy on employability is crucial for the continuity of the company and the development of all employees.

2. The parties are also of the opinion that organising the provision of information for enterprises and individual employees can make a vital contribution to improving the climate in companies in the field of training. Such information should relate to education, employability and the labour market, and the contribution that Stichting A+O can make to them.

Article 1 – Definitions

The following definitions apply in this agreement:

1. "employee": any person who has signed a contract of employment within the meaning of Section 7: 610 of the Netherlands Civil Code or performs contract work other than in the self-employed practice of a business or occupation;

2. "employer": the natural person or legal entity for whom an employee as referred to in paragraph 1 performs work;

3. "Stichting A+O": the Labour Market and Training Organisation for the Metalektro established in The Hague;

4. "Metalektro Consultative Council": the Consultative Council for the Metalektro (ROM) established in The Hague. The Consultative Council is authorised to perform the tasks delegated to it by virtue of this agreement;

5. "Wage Bill Wfsv": the total wages as defined in Section 16 of the Social Insurance Financing Act (Wfsv).

Article 2 – Scope

1. The provisions concerning the scope of this collective agreement are set out in annex A. That annex forms an integral part of this collective agreement. A company carrying out activities as described in annex A comes under the scope of the agreement in accordance with the annex if the Metalektro activities are the main ones carried out.

2. Whether the main activities are carried out in the Metalektro Is determined on the basis of the number of working hours that employees in the company spend on the activities. The activities are 'main' ones if normally they account for more than 50% of the working hours agreed with employees in the company.

3. Metalektro activities include the specific activities mentioned in annex A as well as activities of employees, in a support or other post, which also includes employees counted under overheads, who are working for the benefit of those specific activities.

4. In so far as employees in a support post or otherwise, which also includes employees counted under overheads, are working for the benefit of Metalektro activities and for other activities in the company, the number of working hours of these employees will be proportionally attributed to the various activities in the company.

Article 3 – No after-effects of earlier collective agreements

Rights deriving from provisions of earlier collective agreements lapse with the coming into force of this collective agreement. Instead of these the rights deriving from the provisions of this collective agreement apply. The current collective agreement has precedence over the previous collective agreement(s) in so far as it offers less favourable provisions.

Article 4 – Implementation

1. There is a "Stichting Arbeidsmarkt en Opleiding in the Metalektro" (A+O), the articles of association of which are deemed to constitute part of this agreement. The activities of this organisation extend to the scope of this Collective Agreement.

2. This agreement will be implemented by A+O in accordance with the provisions of the articles of association, the financing regulation on occupational training for apprentices (annex C) and the financing regulation on occupational training for employees (annex D). Should exceptional circumstances arise the board of the Stichting A+O may depart from the aforementioned financing regulations on the recommendation of the Consultative Council in the Metalektro.

Article 5 – Levy

1. In 2014 and 2015 the amount to be paid by the employer to the Stichting Arbeidsmarkt en Opleiding A+O established by the Consultative Council in the Metalektro (ROM) is 0.4% of the current total wages and salaries bill in the company as defined in the Social Insurance Financing Act (Wfsv) for that year. The Consultative Council decides on the times when the levy will be imposed.

2. The employer is obliged to pay an advance on the contributions referred to in paragraph 1 as fixed by the ROM:
   - in 2014 before a date to be fixed by the ROM but no later than 15 October. The advance shall be based on the wage bill for the company under the Social Insurance Financing Act (Wfsv) that can be reasonably established for that year as of that date. The final settlement will be made on 15 August 2015.
   - in 2015 before a date to be set by the ROM but no later than 15 October. The advance shall be based on the wage bill for the company under the Social Insurance Financing Act (Wfsv) that can be reasonably established for that year as of that date. The final settlement will be made on 15 August 2016.

3. If the contribution or advance is not paid on time interest shall be charged. This interest will be charged from the date that payment of the contribution or advance is due. The interest due is the statutory interest as of at that time.

4. Employers are obliged to provide Stichting A+O with the information it needs to calculate the advances and contributions referred to in paragraphs 1 and 2.

5. Requests for reimbursement under the financing regulations in this collective agreement shall not be granted if the employer has not paid the contributions referred to in this Article that are due.

Article 6 – Duration

This agreement is deemed to have entered into force on 1 January 2014 and will terminate on 31 December 2015 without any notice being required.

Thus agreed and signed in quintuplicate:

FME-CWM ASSOCIATION
REPRESENTING EMPLOYERS
AND BUSINESSES IN THE
TECHNOLOGY INDUSTRY

signed
mr. I. Dezentjé Hamming-Bluemink
chairman

signed
T. de Bruine
vice-chairman

CNV VAKMENSEN
(CNV UNIONS)

signed
A.A. van Wijngaarden
chairman

signed
P.K. de Jong
administrator

VHP2 ASSOCIATION FOR MIDDLE AND
SENIOR STAFF

signed
G.H. Dierssen
chairman

signed
mr. J. Sauer
deputy director/advisor labour relations

DE UNIE NETWORK ORGANISATION
FOR PROFESSIONALS AND MANAGERS

signed
F.R. Castelein
chairman

signed
mr. G.W.E. ter Welle
senior representative

FNV BONDGENOTEN
(FNV UNIONS)

signed
J.P.M. Brocken
national administrator metal

signed
drs. J. van Stigt
national administrator metal

ANNEX A.
BELONGING TO THIS COLLECTIVE AGREEMENT
SCOPE

(AS REFERRED TO IN ARTICLE 2 OF THIS AGREEMENT)

Scope

1. This agreement applies to the labour agreements of employees in the service of an employer in a company in the Metalektro.

2. Notwithstanding the provisions of paragraphs 3 and 4 below, the Metalektro is considered to include companies in which, with due account of normal working hours prevailing in the industry, at least 1200 hours per week are usually worked by employees in the company's service as defined in Article I paragraph 1 of this agreement*) but with due account of the provisions of 5 to 14 inclusive and 16, activities are performed and in which:

a. metals treating and/or processing is the exclusive or primary activity, which is defined as including the following:

   1st the installing, assembling, constructing, dismantling, turning, enamelling, forcing, casting, repairing, welding, mounting, maintaining, pressing, flattening, composing, demolishing, pulverising and/or crushing, forging, smelting, drawing, manufacturing, rolling of metal (including inter alia: aluminium, bronze, copper, lead, brass, steel, tin, iron, zinc and alloys or compositions of these) or metal devices, driving gear, tools, machines, appliances, objects and equipment (including inter alia power and manual devices, agricultural tractors, machines and devices), all in the widest sense of the term such as appendages, automatic machines, cars, statues, lightning conductors, tin goods, bolts, safes, mopeds, bridges, pipes, capsules, wire, wire nails, electricity meters, electrodes, gauze, gas meters, fireplaces, instruments (including optical devices) blinds, stoves, boilers (including boilers for central heating) prams, rivets, crown caps, mattress springs, moulds, furniture, nuts, engines, motor bikes, musical instruments, ovens, radiators, windows, reservoirs, rolling gates shutters, rolling stock, roller shutters, bicycles, ships, screws, sliding gates, ornamental fencing, closures, stamps, tanks, taxi meters, tubes, clocks, water meters, sun blinds;
   2nd the manufacture and/or repair of equipment, installations, materials, devices, objects and the like which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce or make perceptible electrical energy or its components;
   3rd steel blowing and/or sand blasting;
   4th zinc or tin plating, where this is not done by means of galvanising technology;
   5th the overhaul of combustion engines and parts thereof in the widest sense of the term;

b. electrical engineering in ship fitting is the exclusive or primary activity;

c. the exclusive or primary activity for third parties directly is:
   1. winding or repairing electrical machines and utensils and consumer devices for strong and weak current installations (electrical winding business);
   2. mounting and wiring electrical and electronic equipment for operating, switching and signalling panels (electrical panel construction);
   3. dismantling, repairing, mounting, replacing, modifying, maintaining, operationalising of equipment, installations, devices, objects and the like which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce or make perceptible electrical energy (electrical repairs);

*) See the decree of the Minister of Social Affairs and Employment of 7 June 1990 (Government Gazette 1990, 112).

d. employees are exclusively or primarily made available as referred to in Section 7: 690 of the Netherlands Civil Code from companies whose exclusive or primary business is the treating and/or processing of metals or which are regarded as belonging to the Metalektro by virtue of the other provisions of this article: however companies whose exclusive business is to make available employees to third parties are not regarded as belonging to the Metalektro if the company in question:
   - makes available employees for more than 25% or more of the working hours of the employees in its service to third parties whose exclusive or primary business is not the treating and/or processing of metals or which are not regarded as belonging to the Metalektro by virtue of the other provisions of this article;
   - and makes available employees for 15% or more of the total wage subject to social security contributions on an annual basis to third parties by virtue of temporary agency workers agreements with the agency workers stipulation as referred to in Section 7: 691 paragraph 2 of the Netherlands Civil Code, as defined further most recently in annex 1 to Article 5.1 of the Regulation of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, to implement the Social Security (Organisation) Act, published in the Government Gazette number 242 of 13 December 2005. The company has complied with this criterion if and in so far as this has been confirmed by the implementing body (the tax authority), which is responsible for assigning companies to sectors for the purposes of the social insurances;
   - and does not form part of a group of companies which are deemed to belong to the Metalektro;
   - and is not part of a pool created by employers' or employees' or their organisations;

e. the business of treating and/or processing metals and/or one or more of the businesses referred to in paragraph 3 is conducted other than a primary activity and employees are made available as referred to in Section 7: 690 of the Netherlands Civil Code other than as the primary activity by companies whose exclusive or primary business is treating and/or processing of metals or which are regarded as belonging to the Metalektro by virtue of the other provisions of this article, if in the company in question the greatest part of the wage subject to social security premiums on an annual basis is deployed for the purpose of these activities jointly.

"Manufacturing" is defined as including the assembly, fitting and composition of components purchased from third parties.

Note:
The activities in a company come mainly under the Metalektro if the agreed number of working hours that the employees in the company's service who are directly and indirectly involved in the activities as listed in this article from a to e inclusive amounts to more than 50% of the total agreed number of working hours of all employees in the company's service.

3. Regardless of the numbers of hours of work during which employees in the company's service usually perform work each week, companies in which one or more of the following activities is carried out exclusively or primarily are also considered as belonging to the Metalektro, notwithstanding the provisions of paragraph 2:
   a. steel rolling;
   b. iron and steel casting;
   c. the manufacture and/or repair of aircraft;
   d. the manufacture and/or repair of lifts.

   "Manufacturing" also includes the assembly, fitting and composition of components purchased from third parties.

Note:
Mainly one of the activities in a to d inclusive is carried out in companies if the agreed number of working hours that the employees in the company's service who are directly and indirectly involved in the activities amounts to more than 50% of the total agreed number of working hours of all employees in the company's service.

4. Companies which do satisfy the description given under paragraph 3 but which are covered by a collective agreement (which has been declared generally binding) or a condition of employment regulation in the Metal and Technical Industries (MTB) with the consent of the competent body fall outside the scope of this agreement.

5. A company which is considered to belong to the Metalektro on account of the number of hours worked by its employees is considered to be part of the metal processing industry**). if the said number of hours worked per week in the company, with due account of normal working hours in the branch of industry, has been less than 1200, 800 or 400 for an uninterrupted period of 3, 2 or 1 years respectively, counting from 1st January of any year, at the end of that period, with due observance of the provision of paragraph 6 below.

**) As referred to in Section 77, paragraph 1 of the decree of the Minister of Social Affairs and Employment of 14 December 1983 (Government Gazette 1983, 246).

6. The company referred to in paragraph 5 shall be considered to be part of the metal processing industry with effect from the first day of the next calendar year starting when the periods given in paragraph 5 have elapsed.

7. Companies whose exclusive or primary business falls in the branches of operation

referred to in paragraph 2 to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metalworking Industry Sector or the Electrical Engineering Industry Sector (formerly the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry), but which should have joined the Industrial Insurance Board for the Metal Processing Industry (currently the Metal and Technical Industries Sector) on or before that date on account of that criterion, shall be considered to be part of the Metalektro.

8. In the event of a legal successor to a company as referred to in paragraphs 5 and 7 above, it will be assumed for the purposes of applying the provisions of paragraphs 5 and 7 that the same membership applies.

9. If a company as referred to in paragraph 7 switches to the Metal and Technical Industries Sector in accordance with the provisions applying under the Social Security (Organisation) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Government Gazette number 242 of 13 December 2005, the company will be considered to belong to the metal processing industry with effect from the same date.

10. A company which is considered to belong to the metal processing industry on account of the number of hours worked by its employees shall be considered to belong to the Metalektro if the said number of hours worked per week in the company, with due account of normal working hours in the branch of industry, has been at least 1200, 2000 or 3000 for an uninterrupted period of 3, 2 or 1 years respectively, counting from 1st January of any one year, from the end of that period, with due observance of the paragraphs made in paragraph 11 below.

11. The company referred to in paragraph 10 shall be considered to be part of the Metalektro with effect from the first day of the next calendar year starting when the periods given in paragraph 10 above have elapsed.

12. Companies whose exclusive or primary business falls in the branches of operation given in paragraph 2 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metal and Technical Industries Sector (formerly the Industrial Insurance Board for the Metal Processing Industry), but which should have joined the Industrial Insurance Board for the Metalworking industry and the Electrical engineering industry (currently the Metalworking Industry Sector and the Electrical Engineering Industry Sector) on or before that date on account of that criterion, shall be considered to be part of the metal processing industry.

13. In the event of a legal successor to a company as referred to in paragraphs 10 and 12 above, it shall be assumed for the purposes of paragraphs 10 and 12 that the same membership applies.

14. If a company as referred to in paragraph 12 switches to the Metalworking Industry sector or the Electrical Engineering Industry sector in accordance with the provisions

of the Social Security (Organisation) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Government Gazette number 242 of 13 December 2005, the company shall be considered to belong to the Metalektro with effect from the same date.

15. The Scope of Operations Committee*) shall be responsible for monitoring the application of the provisions in paragraphs 5 to 14 inclusive governing the classification and transfer of companies.

*) The Committee consists of the Metalektro Industry Consultative Council and the Cooperating Metal and Technical Industries.
Its secretariat is at P.O. Box 93235, 2509 AE The Hague, tel: 070 3160325.
Representatives of the Metalektro Pension Fund and the Metal and Technical Industries Pension Fund also sit on the committee.

16. This agreement does not apply to; Nedtrain B.V. at Utrecht, Rollepaal B.V. and Romit B.V. at Dedemsvaart, Océ Technologies B.V. at Venlo, NXP Semiconductors Netherlands B.V. at Nijmegen and Eindhoven and Philips and the companies which are part of the Philips group. The Metalektro Industry Consultative Council may declare at any time during the term of this agreement that the agreement applies to companies listed in this paragraph if the reason for the exclusion ceases to apply. During the term of this agreement the Metalektro Industry Consultative Council may declare that this agreement or certain provisions of the agreement do not apply to other companies if requested to do so.
A written request for dispensation from the (provisions of) this agreement stating the reasons should be submitted to the ROM (P.O. Box 407, 2260 AK Leidschendam). The ROM will deal with the request bearing in mind the dispensation regulations. The regulations are given in annex B of this agreement.

ANNEX B.
RULES ON DISPENSATION

(AS REFERRED TO IN PAR. 16 ANNEX A SCOPE)

Article 1

1. The ROM gives a decision on a request for dispensation as referred to in paragraph 16 of annex A Scope.

2. The ROM's working party on Scope advises the ROM on a submitted request for dispensation.

Article 2

1. The working party on Scope comprises one member of the ROM representing the employers and one member of the ROM representing the employees.

2. The members of the working party on Scope are appointed by the ROM.

Article 3

1. A request for dispensation from the (provisions of) this agreement can be submitted by an employer or a group of employers. It must be apparent from the request whether the request is being submitted on behalf of one or more associations of employees.

2. The request is submitted in writing to the secretariat of the ROM (P.O. Box 407, 2260 AK Leidschendam).

3. The request must include as a minimum:
   a. the name and address of the party submitting the request;
   b. the signature of the party submitting the request;
   c. a detailed description of the nature and extent of the request for dispensation;
   d. the reasons for the request;
   e. the date of submission.

Article 4

1. Upon receipt of the request the ROM decides within a fortnight whether the request can be considered. If need be the party submitting the request has the opportunity to provide additional information regarding the request.

2. A request is dealt with once the information provided is sufficient to enable the request to be assessed.

Article 5

1. The requesting party receives notice that the request is being dealt with. Once the request has been accepted for consideration the decision on the request takes place within two months.

2. The period of time referred to in the first paragraph can be extended by two months at the most if in the opinion of the ROM of the working party on Scope additional information is required to be able to assess the request. The requesting party then has a fortnight in which to submit the additional information.

Article 6

1. The decision taken by the ROM is accompanied by the reasons for it.

2. The ROM's secretariat sends the decision in writing to the requesting party as soon as possible.

Article 7

The ROM makes no mention to third parties of requests for dispensation that have been submitted.

Article 8

The ROM decides in all cases not provided for in these rules.

ANNEX C.
FINANCING REGULATION ON OCCUPATIONAL TRAINING FOR APPRENTICES

(AS REFERRED TO IN ARTICLE 4 OF THIS COLLECTIVE AGREEMENT)

ARTICLE 1 – DEFINITIONS

1. Stichting
   The Labour Market and Training Organisation in the Metalektro (A+O).

2. Board of the Stichting
   The board of the Stichting.

3. Management of the Stichting
   The management of the Stichting as authorised representative of the board of the Stichting.

4. Legal frameworks
   a. WEB: Adult and Vocational Education Act (Bulletin of Acts, Orders and Decrees 1995, 501; last amended on 26 June 2013, Bulletin of Acts, Orders and Decrees 2013, 288);
   b. Higher Education and Scientific research Act (WHW) (Bulletin of Acts, Orders and Decrees 1992, 593, last amended 10 July 2013, Bulletin of Acts, Orders and Decrees 2013, 298);
   c. Crebo: the central register of occupational training courses as referred to in Section 6.4.1. of the WEB;
   d. Croho: Central register of higher education course as referred to in Article 6.13 of the WHW.

5. Employer
   The employer as referred to in this collective agreement and with whom the apprentice-employee has concluded an apprenticeship-employment agreement and a practical training agreement [beroepspraktijkvormingsovereenkomst/praktijkovereenkomst].

6. Apprentice-employee
   Any person who is undergoing training which is financed by the Stichting A+O and has entered into agreements with the employer as referred to in paragraph 7 and in paragraph 8 of this article.

7. The Apprenticeship-Employment Agreement
   An agreement in accordance with Model 1 of this regulation to be concluded in any case between the employer and the apprentice-employee for five days a week for the duration of the practical training agreement. The practical training agreement terminates by law when the training ends.

8. The Practical Training Agreement
   [beroepspraktijkvormingsovereenkomst/praktijkovereenkomst]
   An agreement as referred to in Section 7.2.8 of the Adult and Vocational Education Act, concluded between the institution, the apprentice-employee, the employer and the relevant Centre of expertise on vocational education, training and the labour market.

9. Study year
   A study year runs from the date of the study starting for a maximum of one year.

10. Reimbursement
    The amount to be fixed each year by the board for the purposes of the training of apprentice-employees. The amount is awarded at the start of the training for each study year during the entire period of training, calculated on the basis of 45 weeks in a study year.

11. Proof of participation
    A document from the training institute that makes it clear that training course has actually been pursued.

12. Diploma /Certificate
    Proof that the examination of the course has been passed.

Article 2 – Reimbursements to the employer

1. The Board of the Stichting may reimburse the employer for the training of the apprentice-employee. The board of the Stichting determines each year:
   a. the total amount available for financing;
   b. the amount to be reimbursed each year before the beginning of the new study year (1 July).

   The vocational training programmes in question with the accompanying levels and the maximum duration of the course are defined In the WEB/WHW and are reimbursed by Stichting for a maximum of two years.

2. At the latest six months after the start of the year of study the employer submits an application for reimbursement for the total number of new first year apprentice-employees who have concluded an apprenticeship-employment agreement with him in that study year and for whom a practical training agreement at BBL level I II, III or IV or at HBO level has been concluded.

3. If a wage cost subsidy from third parties applies to the apprentice-employee, the board of the Stichting reserves the right to adjust the amount reimbursed.

Article 3 – Obligations of the employer

1. The employer must conclude the agreements as referred to in Article 1, paragraph 7 and Article 1, paragraph 8 of this regulation with the apprentice-employee and other relevant parties.

2. The employer must submit an application for reimbursement to the Stichting at the latest six months after the start of the study year. The application must be accompanied by copies of the agreements referred to in Article 1, paragraph 7 and Article 1 paragraph 8 of this regulation.

3a. In the event of changes regarding the apprentice employee the employer must notify the Stichting immediately.
3b. If the apprentice employee leaves prematurely, the employer must notify the Stichting immediately through:
- the form used by the Stichting for this purpose;
- proof of participation and proof of deregistraion from the training institute.

4. After the training has been completed, the employer is obliged to submit evidence that the course has been completed within six months of the termination of the practical training agreement. Failing this the full reimbursement with be recovered.

5. The employer must provide the Stichting with any information that it requires or considers necessary for the implementation of this regulation. The Stichting is entitled to check the information provided or to have it checked by an independent third party.

Article 4 – Payment of reimbursement to the employer

1. The Stichting pays the reimbursement referred to in Article 2 of this regulation as provisional reimbursements to the employer.

2. The reimbursement is paid by means of advance payments and a final payment based on a final statement.
The employer may immediately apply for the reimbursement for the course of the apprentice-employee for the period of a maximum of two years. Advances are paid six, twelve and eighteen months after the start of the course.
The final statement must be received by the Stichting with six months after the end of the maximum of two study years.

The following documents must be submitted with the final statement as proof:
- a statement of participation or diploma;
- the reimbursement application form.

3. The definitive decision on the adoption and award of the reimbursement shall take place as soon as possible after the end of the training provided the conditions have been met such as the stipulations in Article 3, and are based on the number of weeks of training as set out in the practical training agreement that were actually followed; a maximum number of years per level are finance as stipulated in Article 2.1.
If the apprentice-employee leaves prematurely the right to reimbursement will lapse at the end of the week in which the apprenticeship-employment agreement is terminated.

4. The employer whose company is established in the Netherlands may submit an application for reimbursement to the director of the Stichting for an accredited vocational training programme attended in the adjacent federal states and provinces in the Netherlands.

Article 5 – Transitional provision 2012/2013

Employers will qualify for reimbursement according to the Financing Regulation for Training for Apprentices 2012/2013 if:

a. the apprentice-employees started their training before 1 January 2014, and
b. all the conditions set out in the Financing Regulation for Occupational Training for Apprentices 2012/2013 are met.

Article 6 – Liability

The Stichting accepts no liability whatsoever for work arising from the implementation of this regulation that is carried out by parties other than the Stichting A+O.

Article 7 – Final provision

In all cases which are not provided for in the articles of these regulations and bearing In mind the circumstances in Individual cases the management or board of the Stichting will decide.

MODEL 1 AS REFERRED TO IN ARTICLE 1 PARAGRAPH 7 OF ANNEX C – FINANCING REGULATION ON TRAINING FOR APPRENTICES

APPRENTICESHIP-EMPLOYMENT AGREEMENT

The undersigned:
....., established in ....., further referred to as the "employer", duly represented in this matter by ....., director

and

....., residing in ....., further referred to as the "apprentice-employee", hereby declare that they have concluded an apprenticeship- employment agreement subject to the following conditions:

Article 1 – Nature of the agreement

This apprenticeship-employment agreement has been entered into for a fixed period, specifically the duration of the practical training agreement [beroepspraktijkvormings-overeenkomst/praktijkovereenkomst] concluded pursuant to the Adult and Vocational Education Act (WEB), or the duration of the higher professional training (HBO) pursuant to the Higher Education and Research Act and will end by operation of law on the day on which the training in question ends and in the cases referred to in Articles 11, 12 and 13 of this apprenticeship-employment agreement.

Article 2 – Employment

The apprentice-employee joins the service of the employer with effect from .....

Article 3 – Probation period

The first month counts as a probation period within the meaning of Section 7: 652 of the Netherlands Civil Code.

Article 4 – Working hours

The apprentice-employee will work five days a week. The practical and theory teaching which is part of the course will be attended during these working hours.

Article 5 – Salary

The salary on commencement of employment amounts at least to the statutory minimum wage or youth wage for a five-day working week, this being € ..... per month.*)

*) The salary during the second half of the training is at least 110% of the statutory minimum (youth) wage for a five day working week if the apprentice-employee has completed the first half of the training successfully.

Article 6 – Travelling expenses

The employer will refund the travelling expenses from the place of residence to the educational establishment in accordance with the company's current regulations on the basis of the 2nd class fares on public transport.

Additional travelling expenses that are incurred in connection with practical training outside the educational institution will be reimbursed by the employer on the basis of the 2nd class fares on public transport.

Article 7 – Other reimbursements

The employer will reimburse the costs of textbooks, exams (materials and registration) and the costs of theoretical education (school fees). The employer will also provide the apprentice-employee with the requisite tools, industrial clothing and safety equipment and take out liability and accident insurance for the apprentice-employee.

Article 8 – Holidays

The collective agreement in the Metalektro applies with respect to the number of holidays. The employer shall endeavour to ensure that the uninterrupted holiday period coincides as far as possible with the closure dates of the educational establishment.

Article 9 – Obligations of the employer

The employer shall provide a training place for the apprentice-employee and shall also take all measures that are relevant in connection with achieving the aim of this agreement, including measures with respect to the quality of the training place.

The employer shall ensure that the apprentice-employee is trained in accordance with the programme in the practical training agreement [beroepspraktijkvormingsovereenkomst/ praktijkovereenkomst] or the programme of the relevant secondary vocational education (MBO) course or HBO course and having regard to any other rules of the centre of expertise on vocational education, training and the labour market or the educational establishment.

Article 10 – Obligations of the apprentice-employee

During the course the apprentice-employee shall follow the directions or instructions issued to him or her on behalf of the company providing the training.

The apprentice-employee shall follow the rules and regulations that apply in the company providing work experience, and in particular comply with the safety rules.
The apprentice-employee is obliged to do everything possible to ensure that the training programme is completed successfully.

Article 11 – Suspension

The employer is authorised to suspend the apprentice-employee for a period of one week without payment of salary in the event of serious culpable behaviour (behaviour which would, for example, have given rise to a serious cause for dismissal). The decision to suspend will be notified to the apprentice-employee verbally and with a statement of the reasons and confirmed in writing within two working days. The employer will also send a copy of the decision on the suspension to the educational establishment. If the apprentice-employee is performing work at another company providing work experience as part of the training this latter company is authorised to expel the apprentice-employee from the location of the work placement with immediate effect in the event of serious culpable behaviour. The employer providing the work placement will immediately report this expulsion to the employer. An apprentice-employee who is expelled shall report immediately to the employer.

Article 12 – Interim termination

1. The employer may, with the consent of the director of the Employee Insurance Implementing Body (UWV WERKbedrijf), give interim notice of termination of the agreement with due observance of the notice period prescribed in the collective agreement in the Metalektro if:
   a. the apprentice-employee has proved demonstrably unsuitable for the job for which he or she is being trained. The employer must have discussed the grounds for this decision in advance with the educational establishment and the apprentice-employee at which time it must have become clear that continuing the employment would be futile;
   b. the employer considers that due to serious and culpable behaviour by the apprentice-employee the employer cannot reasonably be required to continue the training.

2. The apprentice-employee may also cancel this agreement prematurely subject to a notice period of one month.

Article 13 – Premature termination due to illness

In the event of illness that has lasted for sixteen weeks, with an interruption of no more than one week, the apprentice-employee will be deemed to be unable to successfully complete the training within the specified period.
At the end of that period of illness this contract of employment will therefore terminate by operation of law, without requirement of prior notice with the consent of the director of the Employee Insurance Implementing Body (UWV WERKbedrijf), unless the employer agrees otherwise with the apprentice-employee in writing.

Article 14 – Permanent contract of employment subsequent to apprenticeship training

The employer will offer the apprentice-employee who has successfully completed the training a permanent contract of employment subsequent to the apprenticeship contract.

If the employer in all reasonableness is unable to offer a permanent contract of employment in his own company, the employer, in consultation with the employee, will make every effort for a period of a maximum of six months to ensure that the employee is offered a permanent contract of employment with another employer in the sector.

Article 15 – Collective agreement

The collective agreements in the Metalektro are applicable.

Article 16 – Corporate schemes

A company's internal regulations concerning fringe benefits do not apply for the purposes of this agreement, unless otherwise agreed in an annex to this agreement.

Signed

Employer	Date	Signature
Employee	Date	Signature
Legal representative (if employee is below the age of 18)	Date	Signature

ANNEX D.
FINANCING REGULATION ON TRAINING FOR EMPLOYEES

(AS REFERRED TO IN ARTICLE 4 OF THIS COLLECTIVE AGREEMENT)

Article 1 – Definitions

1. Stichting
   The Labour Market and Training Organisation in the Metalektro (A+O).

2. Board of the Stichting
   The board of the Stichting.

3. Management of the Stichting
   The management of the Stichting as authorised representative of the board of the Stichting.

4. Legal frameworks
   a. WEB: Adult and Vocational Education Act (Bulletin of Acts, Orders and Decrees 1995, 501; last amended on 26 June 2013, Bulletin of Acts, Orders and Decrees 2013, 288);
   b. Higher Education and Research Act (WHW) (Bulletin of Acts, Orders and Decrees 1992, 593, last amended 10 July 2013, Bulletin of Acts, Orders and Decrees 2013, 298);
   c. Crebo: the central register of occupational training courses as referred to in Section 6.4.1. of the WEB;
   d. Croho: Central register of higher education courses as referred to in Article 6.13 of the WHW.

5. Employer
   The employer as referred to in this collective agreement and with whom the employee has entered into a contract of employment.

6. Employee
   Any person who has signed a contract of employment within the meaning of Section 7: 610 of the Netherlands Civil Code, or performs contract work other than in the self-employed practice of a business or occupation.

7. Occupational training
   Training as a full-time, part-time or dual variant as referred to in the WEB and the WHW.

8. Proof of participation
   A document from the training institute that makes it clear that training course has actually been pursued.

9. Study year
   A study year runs from the date of the start of the study for a maximum duration of twelve months.

10. Diploma /Certificate
    Proof that the examination of the course has been passed.

Article 2 – Occupational training programmes

1. The board of the Stichting may award the employer a reimbursement for the training of the employee. The board of the Stichting annually determines:
   a. the total amount to be reimbursed;
   b. the amount of the reimbursement before the start of the new school year (1 July).

   The vocational training programmes in question with the accompanying levels and the maximum duration of the course are defined in the WEB/WHW and are reimbursed by the Stichting for a maximum of two years.

2. The employer may be eligible for reimbursement for a maximum of two years of study for the occupational training programme of an employee.
   The following occupational training programmes I, II, III, IV, HBO associate degree, bachelor and/or master and the accompanying levels are defined in the WEB and WHW. Reimbursement is made if the following conditions are met:
   a. if the employer and the employee concerned declare that there is a contract of employment. This may be two or more successive contracts of employment or a contract of employment for an indefinite period;
   b. the initiative to follow an occupational training programme was taken by the employer and/or the employee;
   c. the decision to follow the occupational training programme was taken by mutual agreement between the employer and the employee concerned;
   d. the employer requests the reimbursement six months after the start of the study year at the latest. The employer also states the intention to maintain the labour relationship between himself and the employee for the duration of the training. The employer also sends a copy of the educational agreement (MBO senior education) or proof of enrolment (HBO higher education/WO university education);
   e. the employee must then start the occupational training programme within six months of registering with the Stichting;
   f. for the duration of the programme the employee concerned receives at least the salary agreed in the aforementioned contract of employment;
   g. the costs of the programme and other related costs are reimbursed by the employer;
   h. If the employer has failed to notify the first year of study then he will only be eligible for reimbursement of the second, third or fourth year of study for this employee. An application for the second year of study of the employee must then be submitted before the end of the second study year.

3. The Stichting pays the reimbursement referred to in Article 2 of this regulation as provisional reimbursements to the employer. The reimbursement is paid by means of advance payments and a final payment based on a final statement.

a. In the case of a permanent contract the employer may immediately apply for the reimbursement for the course of the apprentice- employee for the period of a maximum of two years. Advances are paid six, twelve and eighteen months after the start of the training. The final statement must be received by the Stichting with six months after the end of the maximum of two study years.
b. In the case of a fixed-term contract the employer can apply for a reimbursement for a single year of study or for the duration of the contract of employment. Payment is made in the form of an advance that is awarded six months after the start fo the training. After this period the employer:
   - may apply for a final statement within six months of completion of the year of study;
   - apply for reimbursement for the remainder of the year of study and/or the second year of study.

   The advance payments and the final payment are awarded in the same way and under the same conditions as the application for the first year of study.

   In the cases listed above the following documents must be submitted with the final statement as proof:
   - a statement of participation or diploma;
   - the reimbursement application form;
   - the contract of employment from which it emerges that the employee is employed by the employer for the duration of the occupational training.

4. If an employee to obtain the diploma need only attend one or several parts of the occupational training on account of exemptions demonstrably obtained as a result of Accredited Prior Learning (APL) or training pursued previously, the reimbursement is determined proportionally on the basis of the total duration of the training. The expected total duration of the training must be supported by a statement issued by the trainer.
   The applications, advances and the submission of the final statement occur in the same way as described in paragaphs 2 and 3 of this article.

Article 3 – Transitional provision 2012/2013

Employers will qualify for reimbursement according to the Financing Regulation for Occupational Training for Employees 2012/2013 if:
a. employees started their training, personal development plan or accreditation of prior learning (APL) training before 1 January 2014, and
b. all the conditions set out in the Financing Regulation for Occupational Training for Employees 2012/2013 have been met.

Article 4 – Exclusion

1. The employer will not qualify for a reimbursement pursuant to Article 3 of this regulation for the employee concerned if the maximum reimbursement for two years of study has already been received for the occupational training programme in question by virtue of regulations under a previous collective agreement.

2. The employer is eligible for reimbursement pursuant to Article 3 of this regulation for the employee concerned for a maximum of one year of study if reimbursement for one year of study was received for the occupational training programme in question by virtue of regulations under a previous collective agreement.

Article 5 – Duty to provide information

The employer must provide the Stichting A+O with all the information it requires or considers necessary for the implementation of this regulation. The Stichting A+O is entitled to check the information itself or have it checked by an independent third party.

Article 6 – Liability

The Stichting accepts no liability whatsoever for work arising from the implementation of this regulation that is carried out by parties other than the Stichting A+O.

Article 7 – Final provision

The management or the board of the Stichting will decide on all matters not covered by this regulation.

NOTES

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