

# Collective Labour Agreement

## Office staff

## Short Waga-version

Collective Labour Agreement  
of the Dutch insurance industry  
1 june 2007 till 1 december 2009

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Questions: [CAO@verzekeraars.nl](mailto:CAO@verzekeraars.nl)

The undersigned:

Dutch Association of Insurers, Employment Conditions department, with its registered office in The Hague

hereinafter referred to as the employers' organisation

and

CNV Dienstenbond, with its registered office in Hoofddorp;

FNV Bondgenoten, with its registered office in Amsterdam;

De Unie, with its registered office in Culemborg;

Beroepsorganisatie Banken Verzekeringen BVV (Employees' Association for Banks and Insurance Companies), with its registered office in Culemborg

hereinafter referred to as the unions

have entered into the following Collective Labour Agreement as of 1 June 2007.

# Chapter 1 General conditions

## Clause 1.1 Definition of terms

1. In this agreement the following terms have the following meaning:

### *Employer*

a. Any employer in the insurance sector

1. that conducts business in the Netherlands through a registered office and/or branch by entering into and executing insurance agreements at its own expense and under its own name and
2. that has employees in the Netherlands

with the exception of

- Achmea Holding N.V. of Zeist and its affiliated subsidiaries
- Reaal Verzekeringen N.V. of Utrecht and its affiliated companies, Hooge Huys Verzekeringen N.V., Proteq Verzekeringen Beheer N.V. and NOG Verzekeringen N.V.
- AXENT/AEGON N.V. of Utrecht
- AXENT/AEGON Sparen N.V. of Utrecht
- insurance companies owned by Delta Lloyd N.V. of Amsterdam
- insurance companies owned by ING Groep N.V. of Amsterdam
- insurance companies owned by Interpolis Verzekeringen N.V. of Tilburg
- insurance companies owned by Loyalis N.V. of Heerlen
- healthcare insurers applying the Healthcare Insurers' Collective Labour Agreement as of 1 January 1994
- employees employed by a funeral provisions insurer working solely or primarily in the funeral sector

b. Every employer employing staff who work in the organisation and under the authority of an insurance company as defined in paragraph 1 subparagraph a1 or in its holding company and which is part of the same concern as the insurance company in question in respect of those employees who work solely or primarily for the insurance company, with the exception of employees employed by a banking institution covered by the (order extending the applicability of the) Collective Labour Agreement for banking and work for an insurance company.

### *Employee*

The person carrying out work in the employ of the employer as a member of the office staff of the insurance company in the Netherlands, which must be demonstrated by the employment contract. The employee can only fall under the scope of the Field Workers' Collective Labour Agreement by mutual consent.

### *Partner*

The person with whom the employee has a relationship based on civil marriage, registered partnership or a cohabitation contract executed by a civil-law notary that satisfies the conditions defined in Appendix I.

### *Fixed annual salary*

The salary actually earned by the employee with an employment contract for 1976 hours annually, excluding annual bonus, holiday bonus and any other bonuses (such as defined in the salary scales in Appendix IV).

2. In special cases, if requested, parties to the Collective Labour Agreement grant an employer dispensation from falling under the scope of the Collective Labour Agreement.
3. This agreement does not apply to the company's directors or the most senior executives who are directly involved in determining the company policy.
4. Neither does this agreement apply to holiday staff and work placement students.

5. The following clauses of this agreement do not apply to employees in the salary groups above those referred to in clause 4.1: clause 3.4 (paragraphs 1 to 3 and 5), clause 4.3 (paragraphs 1.a to 1.e and 2.b) and clauses 4.4 and 4.5.

#### **EXPLANATION**

In paragraph 1 subparagraph a, with a number of exceptions, all insurance companies, re-insurance companies, mutuals and funeral insurance companies fall under the scope of the Collective Labour Agreement. Subparagraph b also applies to the holdings and personnel BVs where personnel working for an insurance company are concerned, with the exception of the banks.

## **Chapter 3 Working hours and times**

### **Clause 3.1 Working hours**

1. The annual working hours are 1976 hours.
2. The employee with 1976 hours and the employer may agree that 104 additional or fewer hours are worked annually in return for a proportional amendment of the employment conditions in the Collective Labour Agreement related to working hours (salary, holiday bonus, annual bonus, pension and, in the case of reduction, holiday entitlements). In those cases, the individual company's regulations will not be adapted to the amended working hours.

Since 1 January 2003 employees with 1976 working hours per year can reach an agreement with the employer for the year in which they reach the age of 59 that a further 104 hours fewer are worked annually in return for a proportional amendment of the employment conditions in the Collective Labour Agreement related to working hours (salary, holiday bonus, annual bonus, pension and holidays). In those cases, the individual company's regulations will not be adapted to the amended working hours.

3. The employee can request to qualify for shorter working hours (part-time work, other than referred to in paragraph 2). In that case, the working hours applicable to that employee are determined in accordance with clause 3.3, paragraph 5. The considerations in the Working Hours Amendment Act apply by analogy to requests for part-time work or an amendment to the existing part-time work.

### **Clause 3.2 Working hours for older employees**

1. Employees with an employment contract for an indefinite period are entitled to the following reduction in working hours:

in the year in which they reach the age of 60: 2 hours a week  
 in the year in which they reach the age of 61: 3 hours a week  
 in the year in which they reach the age of 62 and in any subsequent years of service: 4 hours a week

The above reduction in working hours applies to 1976 hours a year. Employees working in accordance with a part-time employment contract are entitled to a pro rata reduction in working hours.

In combination with clause 3.1, paragraph 2, this leads to the following possible working hours per week:

Age	Number of hours Choice menu	Number of hours Reduction in working hours	Total number of reduced hours	Working hours per week

59	4	-	4	34
60	4	2	6	32
61	4	3	7	31
62 and older	4	4	8	30

2. The reduction in working hours will be taken in hours per day or per week. In incidental cases, in consultation with the employer and if company circumstances allow, the employee can take the reduction in working hours in some other way.
3. There is no entitlement to a reduction in working hours during full or partial occupational disability or during holidays.
4. The reduction in working hours enjoyed by the employee may not, in principle, lead to affecting his position level.

### **Clause 3.3 Working hours framework**

1. The working hours applied by the employer are:
  - during the normal working hours framework:  
Monday to Friday between 7:00 and 19:00 and
  - during the extended working hours framework:  
- Monday to Friday between 19:00 and 21:00 and  
- Saturday between 8:00 and 17:00.
2. Within the legal possibilities and based on the applicable working hours in the company, systems of sliding or variable working hours can be introduced upon consent from the representative consultative body. If desired, this can include shifting hours within a particular period.
3. In pre-existing systems of sliding or variable working hours, if the employer wishes, the starting and finishing times can be adjusted to the limits of the normal working hours framework. Consent from the representative consultative body is required for any further change to the system.
4. The further scheduling of working hours (within both the normal and the extended working hours frameworks) within the company and for the individual employee with 1976 annual working hours can be set out in timetables determined in consultation with the representative consultative body with due observance of the applicable statutory conditions.
5. The working hours applicable to the individual (part-time) employee are agreed in consultation between him and his employer.
6. In determining his working hours, the employee can claim the established free time in a period of four weeks and/or in the form of whole days. Other (individual) agreements are permitted.
7. When timetabling work is to be carried out during the extended working hours framework, the employer should take any care tasks the employee may have into account.
8. Unless an employee has been specially employed to carry out work during the extended working hours framework, he cannot be obliged to allow himself be timetabled for more than six evenings after 19:00 and one Saturday within a period of three weeks.

### **Clause 3.4 Overtime**

1.
  - a. Overtime is work carried out on the instructions of the employer outside of the working hours applicable to the employee. Work required to finish the normal daily tasks of a duration of no more than approximately half an hour is not considered to be overtime. If that work takes more than half an hour, then this first half hour is also treated as overtime.
  - b. The employer shall attempt to limit overtime insofar as possible.

2. When it is in the interest of the company, the employer can require the employee to work overtime but for no more than a maximum of 6 hours a week, or 30 hours per quarter. When imposing the obligation to work overtime, any care tasks the employee may have shall be taken into account.  
Employees aged 50 and over will be exempt insofar as possible from the obligation to work overtime.  
Employees aged 55 and over cannot be required to work overtime.
3. For employees with a domestic, driving, maintenance, cleaning, surveillance or similar task, the employer is not obliged to adhere to the conditions of this clause. In that case, he can organise the overtime remuneration in another way. For employees on the office staff who nevertheless carry out a significant proportion of their task in the field, the employer is not obliged to adhere to the conditions of this clause either. In that case, he can organise the remuneration in another way.
4. If the meal break is between the end of the normal working hours and the beginning of overtime, and if the overtime will amount to at least two hours, the employer shall provide a reasonable remuneration for the costs of a meal, unless he supplies this meal himself.
5. If reasonably possible, the employee shall be informed of the overtime to be worked before 12:00 hours.
6. Twice a year, the employer will supply the works council with an overview of the number of hours of overtime worked in the company over the previous six months.

### **Clause 3.5 Shift work**

1. Shift work is taken to mean: work carried out by two or more groups of employees in accordance with a certain rotation system.
2. Employees aged 50 and over cannot be required to work shifts.
3. In the case of 2 or 3 shift systems, in principle no shifts will be worked on Saturdays outside of the extended working hours framework as defined in clause 3.3, paragraph 1, on Sundays, or on generally observed public/bank holidays.
4. Employees working in shifts who work overtime immediately following or immediately prior to the working hours set for any shift will be paid the fixed overtime rate as defined in clause 4.5. The fixed hourly wage is used as the basis for calculation.
5. An area separated properly from the working place will be made available for employees working shifts where they can take their breaks during working hours.
6. If a hot meal is necessary, a reasonable remuneration is given for any extra costs incurred in that respect.
7. Consent from the works council is required for establishing a shift scheme.

### **Clause 3.6 Holidays**

1. An employee with 1976 working hours or more is entitled to holidays per calendar year of at least the number of hours shown in the table below, with full pay:

34 years or younger	-	200 hours
35 to 44	-	208 hours
45 to 54	-	216 hours
55 and above	-	224 hours

The age is determined by the employee's age on 1 January of the year in question.

2. If an employee is hired during the course of the calendar year, for that year he is entitled to a proportionate part of the number of holiday hours defined in the first paragraph. Less than half an hour will be rounded up to half an hour, and more than half an hour up to a whole hour.
- 3a. If an employee leaves the company during the course of the calendar year, for that year he is entitled to a proportionate part of the number of holiday hours applicable to him. Less than half an hour will be rounded up to half an hour and more than half an hour up to a whole hour. The employee is entitled to have the holiday hours due paid out in cash. Any excess holiday hours taken will be deducted from the salary.
- 3b. Employer and employee can agree to pay out holiday hours above the statutory entitlement in cash.
4. Of the total number of holiday hours, a holiday of at least three calendar weeks can be taken consecutively.
5. If his partner gives birth, the employee is entitled to use his holiday entitlement.
6. The employer is entitled to designate one day as a collective holiday no later than 1 February of the year in question, which is deducted from the holiday hours in the employee's individual timetable for that day.
7. Employees with a part-time employment contract are entitled to the holidays defined in paragraph 1, in proportion to the number of holiday hours for employees with 1976 working hours.
8. If the employee becomes occupationally disabled during the holiday, the employee retains the right to the consequent holiday entitlements missed, as long as he informs his employer without delay of his occupational disability and has adhered to the regulations in that respect. These include consulting a doctor and producing a medical certificate concerning the nature and duration of the sickness.  
If, in exceptional cases, it is not possible to obtain such a medical certificate, the nature and duration of the sickness can, for example, be determined from the invoices for medical treatment. The employer decides how replacement holiday entitlements should be taken, after consultation with the employee.
9. If an employee has reported sick twice in one calendar year, the entitlement to the number of holiday hours is reduced by 4 hours each additional time he reports sick, up to a maximum of 40 hours. For employees with a part-time employment contract, the entitlement is reduced pro rata.  
The employee nevertheless retains the right to take at least the holiday entitlement determined by law.  
A hardship clause applies to employees suffering from a chronic illness who are absent frequently for that reason.  
Two consecutive periods of illness within four calendar days apply as one case of illness in this context.

### **Clause 3.7 Public/bank holidays**

1. The following days are not treated as working days:
  - New Year's Day
  - Good Friday
  - Easter Monday
  - Ascension Day
  - Whit Monday

- Christmas Day and Boxing Day
- The Queen's Birthday
- 5 May once every five years (from 1995)

2. Employees who are members of an acknowledged non-Christian religious community can take unpaid leave for the relevant religious festivals up to a maximum of three days per calendar year.



### **Clause 3.8 Special leave**

1. Where references are made in this clause to relatives of a partner based on civil marriage or to events regarding said partner, the same applies to a partner on the basis of a registered partnership or cohabitation contract as defined in Appendix I.
2. Without prejudice to that defined in the statutory regulations in which the employee is entitled to leave on the grounds of highly personal circumstances, leave which is deducted from the holiday entitlement the employee has accrued as referred to in clause 3.6, special leave is granted with full pay:
  - a. in the event of the death of the partner or of a child living at home without a partner:  
Two calendar weeks
  - b. in the event of the death of parent(s)(-in-law) and a child not covered by subparagraph a.: one day and a second day to attend the funeral. If the employee is appointed to organise the funeral: one day or the time necessary up to a maximum of five days
  - c. to attend a union meeting, if the employee is part of any executive board or is a delegate for part of that union, but up to a maximum of ten days per calendar year (may be taken in half days). This leave is granted as long as the work allows
  - d. to attend courses organised by or on behalf of the unions, if this is also, in the view of the employer, in the direct interest of the company, up to a maximum of six days per calendar year (may be taken in half days), as long as the work permits and as long as the leave is requested promptly.

### **Clause 3.9 Leave for care tasks**

Where not expressly deviated from in this clause, the conditions defined in the Work and Care Act apply.

1. Female employees are entitled to the statutory maternity leave on the understanding that remuneration is related to their applicable gross salary.
2. Employees adopting a child or permanently assuming the care and upbringing of a foster child are entitled to the statutory adoption leave on the understanding that payment is related to their applicable gross salary.
3. After his partner gives birth, an employee is entitled to the statutory paternity leave. This leave is deducted from the holiday entitlement accrued by the employee as defined in clause 3.6.
4. Employees are entitled to the statutory emergency leave when necessary. This leave is deducted from the holiday entitlement accrued by the employee as defined in clause 3.6.
5. The employee can claim the statutory short-term care leave if necessary to care for a sick partner, resident child or own parent. During this short-term care leave, 70% of the applicable gross salary is paid.
6. The employee can claim the statutory parental leave on the understanding that the statutory basic period is extended (by four weeks) and (therefore) amounts to 17 weeks. The leave is taken on a weekly basis during a (consecutive) period of a maximum of 34 weeks. Employees taking advantage of parental leave are entitled to return to their former position afterwards on the basis of the originally agreed-upon working hours. During parental leave, employees remain participants in the pension scheme and may continue to participate in the personnel scheme as if their working hours had not changed.
7. The employer shall give the employee the opportunity to take unpaid leave for a maximum of six months to care for a seriously ill partner, (foster) child or (foster) parent. The employee shall, in principle, remain working in his current position for at least 20 hours a week during that period, unless the employer and employee agree otherwise.

The employee continues to participate in the pension scheme during the period of care leave, based on the pension basis immediately prior to the care leave.

**Clause 3.10 Leave related to imminent retirement**

In the year prior to the year of his retirement, the employer provides the employee with the opportunity to take five days extra leave with full pay for attending courses to prepare for the imminent retirement.

## Chapter 4 Rewards

### Clause 4.1 Classification into salary groups

1. Newly hired employees under the age of 23 can be categorised into group J.
2. For the application of the Collective Labour Agreement the employees are, incidentally, categorised according to the nature of their primary duties, if they are not categorised higher than group 4:

*Group 1:*

Employees whose work consists solely of simple, repetitive tasks of the same nature for which no or no particular professional knowledge is required.

*Group 2:*

Employees who carry out work of a less automatic nature for which they have to comply with stricter requirements of accuracy and particular requirements of professional knowledge or specific office work for which practical experience is needed.

*Group 3:*

Employees whose work, although under supervision, is carried out more independently and/or where management must be given, albeit to a limited degree.

*Group 4:*

Employees whose work requires extensive and/or more specialised professional or commercial knowledge and where a greater degree of management is required.

A number of guidelines for categorising into groups have been included with the Collective Labour Agreement as Appendix III.

### Clause 4.2 Introduction of categorisation system by companies

Parties have agreed that in companies with at least 100 employees, a system for categorising positions to determine the maximum reward per position will apply. The conditions in this clause apply to this system. The system will apply to all employees covered by the scope of the Collective Labour Agreement. For companies with fewer than 100 employees, in the absence of a categorisation system, the Appendix of scales/categorisation criteria included with the Collective Labour Agreement applies. If a company with fewer than 100 employees decides to use a categorisation system, it will be implemented based on the procedure below.

Within this context, the term company is taken to mean: Any company in the sense of the Works Councils Act with, in general, at least 100 employees, for which a separate works council has been established.

Parties have considered that, in addition to reward, the use of a system for categorising positions can have other objectives with a positive effect on the organisation as a whole. Using such a system helps make the organisational structure more transparent and the tasks, responsibilities and authorities mutually more cohesive. This also enables training to be applied more systematically. Such a system can also be a good tool for recruitment and selection, promotion and career guidance and employee appraisal.

*System for categorising positions*

The content of the positions should be described in a way appropriate to the categorisation system. Positions should be categorised based on either a system of job evaluation or a system of comparative categorisation or a combination of two or more of these systems.

The system will be introduced upon receiving consent from the works council and will comply with the following requirements:

- public

- reliable/consistent where results are concerned

The employer publishes the system chosen for his company in such a way that employees can examine the system.

The employer determines the content of the position. The content of the position is defined under the responsibility of the employer. Before categorisation takes place, the employee can examine the definition of the position that applies to him. If the content of the position changes substantially, the categorisation of that position will be reconsidered.

#### *Dealing with objections*

If an employee disagrees with the position categorisation, he should approach the employer. The employer and employee will confer to see whether the difference of opinion can be solved.

If the difference of opinion continues, the employee must be able to appeal to an internal body for dealing with such objections or initiate a complaints procedure. A body for dealing with objections will consist of a proportional representation of employers and employees. In all cases, the body will issue written advice to the employer, a copy of which will be sent to the employee.

The employer retains the final say regarding the position categorisation. If the employer deviates from the appeal body's unanimous advice, he will provide reasons for his decision in writing. The employer and the works council can also decide to initiate external appeal proceedings.

#### *Transitional regulation*

The system to be introduced into the company will provide for transitional/guarantee regulations to ensure that the introduction of a new structure does not lead to any loss of income. Within that context, attention will also be devoted to any agreements concerning the future prospects for employees with regard to the individual salary scales that currently apply to them, with due observance of the guarantee conditions below.

#### *Guarantee on the introduction of a new categorisation system*

- a. Salary guarantee is given to mean the guarantee that, if an employee's former salary exceeds the maximum of the scale into which the employee is categorised after the introduction of the new categorisation system, the employee in question retains his former salary and his entitlement to general (initial) salary raises pursuant to the Collective Labour Agreement.
- b. Prospect guarantee is given to mean the guarantee that the employee who still had room for a raise in the scale into which he was categorised before the introduction of the new categorisation system and after its introduction reaches or exceeds the maximum of the new scale retains the right to a raise in accordance with the old scale for at least two years.

#### *Guarantee on the introduction of a new reward system*

- a. Salary guarantee is given to mean the guarantee that, if an employee's former salary is above the maximum of the scale into which the employee is categorised after the introduction of the new reward system, the employee in question retains his former salary and his entitlement to general (initial) salary raises pursuant to the Collective Labour Agreement.
- b. Prospect guarantee is given to mean the guarantee that the employee who still had (scale) room for a raise according to the old reward system and after the introduction of the new reward system reaches or exceeds the maximum of the new scale still receives the raise he would have received according to the old reward system for at least two years.

#### *Existing categorisation system*

When an existing categorisation system is amended, the procedure rules above will be followed.

### **Clause 4.3 Salary scales and salaries**

#### *Salary scales*

- 1.a. The employer is obliged to pay the employees with 1976 annual working hours who are categorised into one of the groups defined in clause 4.1 salaries based on salary scales included as Appendix IV to the Collective Labour Agreement.
- 1.b. The salary scales show the amounts to be received by the employees, without deduction of income tax or other amounts to be withheld from the salary by the employer pursuant to government regulations.
- 1.c. The employees must be salaried at least in accordance with the minimum salaries according to their years of experience (for youth scales: age) and the group in which they are placed. Years of experience before the age of 23 do not count (for the application of this paragraph).
- 1.d. The employees may each be salaried individually above the maximum average salaries in accordance with their years of experience (for youth scales: age) and the group in which they are placed. The employees of one group may together be paid a sum not to exceed the maximum average salaries applicable in accordance with their years of experience. This calculation will be formulated for employees aged 23 and over.
- 1.e. The salary scales apply to employees with a part-time employment contract according to that applicable to employees who work 1976 hours a year in proportion to the number of working hours per year agreed upon with them.

#### *Salaries*

- 2.a.
  1. The salaries and salary scales applicable on 31 May 2007 will be increased structurally as of 1 June 2007 by 3%.
  2. The salaries and salary scales applicable on 31 May 2008 will be increased structurally as of 1 June 2008 by 3%.
  3. The salaries and salary scales applicable on 31 May 2009 will be increased structurally as of 1 June 2009 by 1.5%.

Employees in the employ of the company on 1 June 2007 will also receive a one-time payment of € 300 gross on that date.

- 2.b. The salaries for employees in the youth scales are determined on the basis of age. The change is implemented in the payment period in which the employee's birthday falls.

### **Clause 4.4 Compensation for working during the extended working hours framework**

#### **(Monday to Friday between 19:00 and 21:00 and Saturday between 8:00 and 17:00)**

1. Employees specially employed for carrying out work within the extended working hours framework are awarded the following bonus:
  - a. For the first five working days of the week for the hours within the extended working hours framework: 15% of the normal hourly rate
  - b. On Saturdays for the hours within the extended working hours framework: 25% of the normal hourly rateTo determine the normal hourly rate as referred to in this paragraph the fixed annual salary should be divided by 1976. For employees who work fewer than 1976 hours a year, the normal hourly rate is determined in a similar way once the applicable salary has been converted into the salary applicable for 1976 working hours.
2. If an employee, other than defined in paragraph 1, carries out work within the extended working hours framework in accordance with his contract, he is awarded a bonus:
  - a. for the first five working days of the week for the hours within the extended working hours framework: 25% of the normal hourly rate

b. on Saturdays for the hours within the extended working hours framework: 35% of the normal hourly rate

To determine the normal hourly rate as referred to in this paragraph, the conditions of clause 4.5, paragraph 1, subparagraph f apply by analogy.

#### **Clause 4.5 Overtime pay**

1. Overtime is paid as follows:
  - a. for the first five working days of the week the normal hourly rate plus 25% is paid for overtime hours worked within the normal working hours framework (from 7:00 to 19:00)
  - b. for the hours following those referred to in subparagraph a and falling within the extended working hours framework (from 19:00 to 21:00), the normal hourly rate plus 40% is paid
  - c. for the hours in the first five working days of the week prior to the normal working hours framework (from 00:00 to 7:00) and for the hours following those referred to in subparagraph b and falling outside the extended working hours framework (from 21:00 to 24:00) the normal hourly rate plus 50% is paid
  - d. on Saturdays for the hours falling within the extended working hours framework (from 8:00 to 17:00) the normal hourly rate plus 60% is paid
  - e. on Saturdays for the hours from 00:00 to 8:00 and the hours from 17:00 onwards, on Sundays and on the bank holidays referred to in clause 3.7, paragraph 1, the normal hourly rate plus 100% is paid
  - f. to determine the normal hourly rate as referred to in this paragraph the fixed annual salary should be divided by 1976. The minimum hourly rate for overtime not included in the bonus referred to in a to e calculated for this remuneration is equal to the applicable minimum salary for employees with no years of experience in the Collective Labour Agreement salary scale group I, divided by 1976.  
Purely due to the fact that a different method for determining the hourly rate is applied in the Collective Labour Agreement for April 1998 – April 2000, the (minimum) hourly rate determined in this way for calculating overtime is increased by 12%.
2. Unless special company circumstances prevent as much, the employee can take the overtime hours as free time instead of payment. This free time must be taken before the end of the following quarter. The overtime bonus referred to in paragraph 1 is then not paid out in either money or free time.

#### **Clause 4.6 Shift work pay**

1. Employees working in shifts receive compensation consisting of: either a shift bonus in the form of a bonus paid in addition to the fixed salary, or a reduction in the normal working hours applicable for the company or a combination of the two.
2.
  - a. If the employee is sick, the benefit based on article 7:629 of the Dutch Civil Code/ clause 4.9 of this Collective Labour Agreement will be increased by the shift bonus applicable directly before the employee became sick.
  - b. For employees who became sick before 1 January 2004 and to whom the Occupational Disability Insurance Act (and underlying law and legislation) applies, that which is defined in clause 4.6, paragraph 2, of the Collective Labour Agreement 2003-2004 applies.
3.
  - a. If an employee working shifts either reaches the age of 50 and then no longer wishes to work shifts or for organisational or health reasons is placed in another position for which no shift bonus applies, if this entails any reduction in income, a phasing-out scheme will be implemented.
  - b. This scheme will extend over a period equal to the time the employee has worked in shifts but up to a maximum of 4 years. Partial months will be rounded up to full

months. The phasing out will take place in monthly instalments. If, during the period in which the employee worked shifts, the shift bonus has been changed, if the phasing-out regulation has been implemented then the average shift bonus received over the last 13 weeks prior to termination of the shift work applies.

#### **Clause 4.7 Holiday bonus**

1. The employer is obliged to pay the employee an annual holiday bonus in the amount of 8% of the fixed annual salary applicable in the month in which it is paid. This pay is not included in the salary scales.
2.
  - a. For employees who reach the age of 23 or more in the calendar year in question, the minimum holiday bonus is the amount of the statutory minimum holiday bonus.
  - b. For employees with a part-time employment contract, the minimum is proportional to the agreed-upon number of working hours.
  - c. To determine the minimum holiday bonuses for employees under the age of 23, a deduction is applied in accordance with the percentages applicable to the statutory minimum youth wage.
3. If the employment relationship has been of a shorter duration in the calendar year in question, the payment referred to in the first paragraph will be reduced proportionally.
4. If an employee who leaves the employ of the company in the calendar year in question has received more holiday bonus than he is entitled to pursuant to paragraph 3 before the date of leaving, the difference will be deducted when he leaves.

#### **Clause 4.8 Annual bonus**

1. Employees for whom the duration of the employment contract in the preceding financial year has been a full year receive an annual bonus equal to one twelfth of the annual salary, unless, in the employer's opinion, the operating results fail to allow this.  
If the duration of the employment contract in the preceding financial year was shorter, then the payment will be calculated proportionally.  
In the event of interim commencement and termination of employment the bonus will be calculated proportionally.
2. Such bonus is deducted from the employee's entitlement pursuant to any bonus and/or profit-sharing schemes applicable within the employer's company, of which schemes such bonus is considered to be part.

#### **Clause 4.9 Continued salary payment in the event of illness**

##### *General*

The amendments in clause 4.9 of this Collective Labour Agreement in relation to the Collective Labour Agreement for 1 June 2003 to 1 June 2004 apply to employees who became sick on or after 1 January 2004.

That which is defined in this clause does not apply to employees who became sick before 1 January 2004. That which is defined in clause 4.9 of the Collective Labour Agreement 2003-2004 applies to them.

##### *First and second year of illness*

- 1.1 If, due to illness, an employee is unable to carry out the agreed work, the conditions of article 7: 629 of the Dutch Civil Code, the Work and Income According to Work Capacity Act (WIA), the Gatekeeper Improvement Act (Bulletin of Acts and Decrees 2001, 628) and any future amendments to those acts apply to him.

- 1.2 Illness is given to mean the inability to carry out the agreed-upon work due to a physical or mental disability. Agreed-upon work is given to mean the work agreed-upon during the agreed-upon working hours.
- 1.3 Work on an occupational therapeutic basis is work carried out by the sick employee with the primary objective of reintegrating him in time. Working on an occupational therapeutic basis enables the sustainability and increase of the employee's work capacity to be investigated and improved. The period of illness is not interrupted by carrying out work on an occupational therapeutic basis.
- 1.4.1 As long as the employment contract with the employer continues, the employee who is unable to carry out the agreed work due to illness receives, in addition to that which is defined in article 7:629 of the Dutch Civil Code:
- a. in the first year of illness 100%
  - b. during the second year of illness 70% of the gross salary.
- 1.4.2. If the Employees' Insurance Administration Agency (UWV) decides that the employer has expended insufficient effort and, on those grounds, extends the time period in which the employee is entitled to be paid his salary by the employer to a maximum of 156 weeks, during the allotted period, the employee receives a supplement of up to 70% of the gross salary. The same applies if the employer and employee have submitted a joint request for extension of the waiting time. Payment of the supplement ceases as soon (and as long) as the employee (temporarily) loses his right to continued salary payment. Payment of the supplement also lapses at the moment the employment contract is terminated.
- 1.5.1. If the sick employee starts carrying out or resumes work that is not on an occupational therapeutic basis for at least 50% of the agreed-upon working hours, contrary to that which is defined in paragraph 1.4.1, subparagraph b, and in addition to that which is defined in article 7:629 of the Dutch Civil Code, the employee receives 100% of the gross salary for the second year of illness from the first day of resuming work and as long as the employment contract with the employer continues. In this context, resuming work is also given to mean retraining.
- 1.5.2. If the UWV decides that the employer has expended insufficient effort and, on those grounds, extends the time period in which the employee is entitled to be paid his salary by the employer to a maximum of 156 weeks, during the allotted period the employee receives a supplement of up to 100% of the gross salary. The same applies if the employer and employee have submitted a joint request for an extension of the waiting period. Payment of the supplement ceases as soon (and as long) as the employee (temporarily) loses his right to continued salary payment. Payment of the supplement also lapses at the moment the employment contract is terminated.
- 1.6.1. If the sick employee starts carrying out or resumes work that is not on an occupational therapeutic basis for less than 50% of the agreed working hours, contrary to that which is defined in paragraph 1.4.1, subparagraph b, in addition to what is defined in article 7:629 of the Dutch Civil Code the employee receives 85% of the gross salary for the second year of sickness from the first day of resuming work and as long as the employment contract with the employer continues. In this context, resuming work is also given to mean retraining.
- 1.6.2 If the UWV decides that the employer has made insufficient effort and, on those grounds, extends the time period in which the employee is entitled to be paid his salary by the employer to a maximum of 156 weeks, during the allotted period the employee receives a supplement of up to 85% of the gross salary. The same applies if the employer and employee have submitted a joint request for extension of the waiting period. Payment of the supplement ceases as soon (and as long) as the employee (temporarily) loses his right to continued salary payment. Payment of the supplement also lapses at the moment the employment contract is terminated.
- 1.7. Contrary to that which is defined in paragraph 1.4.1, subparagraph b, and in addition to that which is defined in article 7:629 of the Dutch Civil Code, an employee who is permanently and fully occupationally disabled (flexible UWV examination) receives 100% of the gross salary from the 1<sup>st</sup> to the 24<sup>th</sup> month of the illness, as long as the employment contract with the employer continues.
- 1.8 After the aforementioned continued salary payment period, the salary of the partially occupationally disabled employee who is going to carry out work that is not on an occupational therapeutic basis is determined based on the scaling of the position the employee will be fulfilling on resuming work and in proportion to the number of hours the employee will be carrying out this work. This is based on the number of years' experience the employee has gained in the (old) scale. Upon resuming work in his own position, the appropriate scaling is



retained and the salary for that position is determined in proportion to the number of hours the employee will be carrying out this work.

- 2.1. Calculation of the gross salary as referred to in paragraph 1 is based on the fixed annual salary plus the shift bonus in accordance with clause 4.6, the holiday bonus in accordance with clause 4.7 and the annual bonus in accordance with clause 4.8. The accrual of pension rights during the period of 104 weeks is based on the last salary earned as far as legally and fiscally permitted.
- 2.2. The statutory deductions are applied to the supplements referred to in paragraph 1.
- 3.1. That which is defined in paragraph 1 is subject to the condition that the benefit pursuant to the Sickness Benefits Act, the Work and Income According to Work Capacity Act and/or the Unemployment Insurance Act is assigned to the employer.
- 3.2. Expressly setting aside article 7:629 of the Dutch Civil Code, any amount the employee may be able to claim from a third party in respect of the occupational disability in question pursuant to a statutory provision is deducted from any benefit or supplementary payments referred to in paragraph 1 for a corresponding period. The employee will receive an advance on this compensation to the amount of the benefits referred to in paragraph 1 if he transfers all rights and claims he can assert regarding the occupational disability with regard to third parties pursuant to any statutory provision to the employer up to the amount of this payment.
4. From the third year on, pension rights accrued during occupational disability are based on the actual income.
5. The supplements referred to in this clause cease as soon as the employee loses his right to continued payment or a payment pursuant to occupational disability.
6. In the event of interim statutory changes regarding illness and occupational disability, the statutory provisions will be applied fully.

#### **Clause 4.10 Benefit on death**

On the death of the employee, the employer shall pay the employee's surviving relatives a lump sum equal to the tax-free level applicable to this situation of three times the monthly salary paid at the date of death, including the holiday bonus and the annual bonus.

This payment is also deemed to include the amount payable to the surviving relatives pursuant to article 7:674 of the Dutch Civil Code and any other conditions concerning statutory illness and occupational disability insurance policies.

The term surviving relatives is given to mean the partner from whom the employee was not separated on a permanent basis or, in the absence of such partner, the minor legitimate or natural children.

## Chapter 7 Working conditions

The policy for illness and a limited degree of ability to work entails a chain approach. Three elements can be distinguished in policy and practice that together form a whole:

1. Working conditions
2. Sickness leave, sickness leave supervision and reintegration
3. Salary payment in the event of illness (clause 4.9).

### Clause 7.1 Sickness leave

1. *The employee shall:*
  - a. inform the employer of his absence due to illness before 9:30 on the first day of his illness
  - b. conduct himself in accordance with the instructions given by the working conditions service
  - c. supply the working conditions service with all the information it deems necessary and undergo a medical examination if the service deems such examination necessary
  - d. cooperate with formulating, evaluating and adjusting a plan of approach
    1. follow any reasonable instructions given aimed at reintegration
    2. cooperate with any measures taken to promote reintegration in his own or appropriate work
    3. carry out appropriate work. Appropriate work is given to mean that which is defined in article 658 a, paragraph 3 of the Dutch Civil Code.
2. *The employer shall:*
  - a. report to the Employees' Insurance Administration Agency (UWV) within 13 weeks of the first day of the employee's illness
  - b. promptly take all reasonably necessary measures for getting the sick employee started in his own or appropriate work, with support from the Working Conditions Service/the reintegration company, in his own company or in appropriate work in another employer's company. The employer shall always attempt to place sick employees in his own organisation where possible. If this is unsuccessful, placement will be sought outside the organisation itself, where possible with mutual consent
  - c. formulate and periodically evaluate a plan of approach together with the sick employee

### Clause 7.2 Sickness leave supervision and reintegration

1. Every employer shall implement a policy to prevent absence through illness. The employer shall also implement a sickness leave policy in which particular attention is paid to absence registration, analysis of absence patterns and their discussion within the company and making absenteeism a topic of discussion with the individual.
2. The employer shall implement a policy aimed at the reintegration of sick and occupationally disabled employees in their own position or in an appropriate position within the company itself or in an appropriate position outside the company. That policy will also provide for the procedures, obligations and responsibilities concerning illness and occupational disability as referred to in the Gatekeeper Improvement Act.  
An offer of appropriate work will always be provided in writing. The possibility to request a second opinion from the UWV will always be mentioned.
3. The employer will provide company healthcare. This can be done by setting up an in-house working conditions/reintegration service, affiliation with a working conditions/reintegration service or otherwise.  
All employers will provide professional support in reintegration. Quality and professional integrity are top priority. The choice of reintegration expertise will be made with the consent of the Works Council.

4. In consultation with the Works Council, the employer will inform his employees and managers regarding the sickness leave and reintegration policies.
5. The employers' organisation will consult with the unions regularly but at least twice a year to discuss the experiences with the sickness leave and reintegration policies.
6. The employer shall not raise any objections to requesting a opinion with regard to appropriate work. The employer shall ensure that requesting a second opinion does not have any negative effect on the employee's situation in either the position in question or other positions.
7. If the employee has requested a second opinion and the UWV declares that the offer made by the employer cannot be considered as appropriate work then the legal position before the offer was made will apply to the employee if it has changed in the meantime.
8. If an employee has accepted appropriate work from another employer and, within six months of commencing such work, it appears that this relocation will not lead to a contract for an indefinite period, then the former employer will discuss follow-up action with the employee. This discussion will explicitly cover the possibilities for individual guidance financed by the Work Capacity Act.

### **Clause 7.3 Monitors**

1. Employees whose work consists largely of working with monitors will be given an eye test beforehand. If necessary, employees can request the eye test to be repeated.
2. Employees who, on the basis of the eye test, may no longer work with monitors, will be supplied with aids where necessary and/or another position will be sought.
3. The employer will devote attention to the ergonomic aspects that can be related to working with monitors and to ensuring interruptions in the active working hours.

### **Clause 7.4 Environment**

The companies will devote attention to environmental aspects in their business activities.

### **Clause 7.5 Telework**

If a company makes structural use of telework as a working method, the following preconditions apply:

- a. employees voluntarily take part in the telework scheme, unless they have been hired as 'telecommuters'. The employer can decide for each employee individually whether telework is an option
- b. Attention must be devoted to organising the work and the balance between work and private life
- c. When introducing telework, attention will be devoted to the fiscal aspects of telework
- d. If a company makes structural use of telework as a working method, a scheme will be set up in consultation with the representative consultative body that satisfies, in any event, the following conditions:
  - Organising the layout of the workstation based on the Working Conditions Act standards including work instructions
  - The minimum and maximum number of days the employee can work from home
  - Communication facilities supplied to the employee by the employer
  - Any expense reimbursements the employee will receive
  - Conditions regarding evaluation and adjustment of the scheme

**Contact/questions: CAO@verzekeraars.nl**

## **Appendix III, as referred to in clause 4.1 of the Collective Labour Agreement**

### **A number of guidelines for categorising employees into groups**

#### *Group 1:*

Work consisting solely of simple, repetitive tasks of the same nature for which no or no particular professional knowledge is required.

This can include tasks such as the following:

- running errands
- copying
- filing, searching for and registering letters, copies and cards
- key punching, producing stencils and further mechanical tasks if not named in higher classes
- simple counting and calculation work with or without machines
- typing letters and completing forms using the information provided
- making simple entries
- transferring information to card systems
- preparatory work for dealing with requests
- in general, the daily simple tasks in the various departments for which only a certain routine and accuracy are required

#### *Group 2*

Work of a less automatic character for which the employees have to comply with stricter requirements of accuracy and particular requirements of professional knowledge and specific office work for which practical experience is needed. This can include tasks such as the following:

- checking the work in group 1
- simple correspondence
- counter work
- assistance in assessing requests
- maintaining a current account with the field workers
- maintaining rental records and suchlike
- administration of annuities
- writing out commission statements
- dealing with simple benefits, surrenders and loans and assessing cancellations.

#### *Group 3:*

Work that, although under supervision, is carried out more independently and/or where management has to be given, albeit to a limited degree. This can include tasks such as the following:

- independently making calculations and working out quotations
- complicated correspondence
- dealing with less simple benefits, surrenders and loans, where independent judgement or advice from one of the persons under 4 or from the board or authorised signatories is required
- assessing requests, designing policy wording and inserting clauses
- dealing with mortgage requests
- work as the head of a bookkeeping and auditing sub-department

#### *Group 4:*

Work requiring extensive and/or more specialised professional or commercial knowledge and where a greater degree of management is required.

It is not so easy to give examples for this group, as the size of the company is a highly determining factor here.

*General remarks*

It should be stressed that the summary of tasks of which a general description is given for each of the groups is only intended to provide a number of examples. This summary is therefore not intended to be exhaustive in any way.

The general description in the introductory sentence is therefore determinant for the classification of each group, also with regard to the summarised examples.

## Appendix IV, as referred to in clause 4.3 of the Collective Labour Agreement

### Salary scales as at 1 June 2007

Years of experience	GROUP 1		GROUP 2		GROUP 3		GROUP 4	
	Min.	Max. avg.	Min.	Max. avg.	Min.	Max. avg.	Min.	Max. avg..
0	19,468.49	19,990.49	19,666.05	20,830.79	20,254.56	21,221.24	20,784.72	21,875.78
1	19,573.93	20,68.89	19,844.64	21,459.22	20,804.17	22,404.41	21,525.23	23,145.42
2	19,713.11	20,546.24	20,057.01	21,995.01	21,320.01	23,310.73	22,332.24	24,322.97
3	19,838.50	20,797.52	20,228.45	22,517.01	21,690.02	24,131.57	23,145.43	25,441.14
4	19,964.13		20,400.91	22,921.27	22,159.79	24,806.06	23,827.07	26,525.54
5	20,089.78		20,618.91	23,370.60	22,590.18	25,507.16	24,501.57	27,551.09
6			20,744.81	23,761.06	23,040.01	26,195.68	25,070.63	28,496.81
7					23,337.34	26,770.68	25,593.13	29,395.94
8					23,668.44	27,376.29	26,181.14	30,329.88
9					23,999.03	27,881.69	26,618.17	31,163.02
10	20,744. 81				24,316.83	28,265.49	27,035.24	31,936.79
11							27,485.07	32,657.32
12							27,907.78	33,445.44
13							28,265.49	34,086.13

### Youth salary scales as at 1 June 2007

Age	GROUP	GROUP	GROUP	GROUP	GROUP
	MW*	Y	Y1	Y2	Y3
			Min.	Min.	Min.
17	6,165.60	8.593.30	10,763.13	10,961.18	
18	7,102.20	10,028.76	12,218.53	12,417.09	
19	8,194.80	11,457.58	13,654.01	13,845.91	
20	9,600.00	13,343.36	15,122.21	15,307.47	
21	11,317.20	15,228.14	16,570.46	16,762.89	17,358.05
22	13,268.40	17,126.22	18,025.37	18,217.28	18,819.61
23	15,609.60	18,733.62			

The amounts in this table have been adjusted without taking the grossing up of the premium transfer allowance as at 1 January 2001 into account.

As this adjustment may differ from company to company, each employer should apply the method used there for salary adjustments.

\* Amounts in this scale represent the statutory minimum wage as at 1 January 2007.

Adjustments to the amounts shown in this scale are made when the statutory minimum wage changes.

The 'MW scale' is intended for members in work experience positions with an education

level lower than higher vocational education (HBO).

From the age of 23 upwards, the maximum salary paid is € 15,609.60. Members in work experience positions with an education level of higher vocational education or higher are paid in accordance with the amounts in group Y.

From the age 23 upwards the maximum salary is the amount applicable to the age of 23.

a. including all compensations

b. excluding holiday bonus

- the maximum average does not apply to employees aged between 17 and 22

c. the minimum hourly rate for overtime is € 11.04

### Salary scales as at 1 June 2008

Years of experience	GROUP 1		GROUP 2		GROUP 3		GROUP 4	
	Min.	Max. avg.	Min.	Max. avg.	Min.	Max. avg.	Min.	Max. avg.
0	20,052.54	20,590.20	20,256.03	21,455.71	20,862.20	21,857.88	21,408.26	22,532.05
1	20,161.15	20,876.96	20,439.98	22,103.00	21,428.30	23,076.54	22,170.99	23,839.78
2	20,304.50	21,162.63	20,658.72	22,654.86	21,959.61	24,010.05	23,002.21	25,052.66
3	20,433.66	21,421.45	20,835.30	23,192.52	22,340.72	24,855.52	23,839.79	26,204.37
4	20,563.05		21,012.94	23,608.91	22,824.58	25,550.24	24,541.88	27,321.31
5	20,692.47		21,237.48	24,071.72	23,267.89	26,272.37	25,236.62	28,377.62
6			21,367.15	24,473.89	23,731.21	26,981.55	25,822.75	29,351.71
7					24,037.46	27,573.80	26,360.92	30,277.82
8					24,378.49	28,197.58	26,966.57	31,239.78
9					24,719.00	28,718.14	27,416.72	32,097.91
10	21,367.15				25,046.33	29,113.45	27,846.30	32,894.89
11							28,309.62	33,637.04
12							28,745.01	34,448.80
13							29,113.45	35,108.71

### Youth salary scales as at 1 June 2008

Age	GROUP	GROUP	GROUP	GROUP	GROUP
	MW*	Y	Y1	Y2	Y3
			Min.	Min.	Min.
17	6,242.40	8,851.10	11,086.02	11,290.02	
18	7,191.00	10,329.62	12,585.09	12,789.60	
19	8,297.40	11,801.31	14,063.63	14,261.29	
20	9,719.40	13,743.66	15,575.88	15,766.69	
21	11,458.20	15,684.98	17,067.57	17,265.78	17,878.79
22	13,433.40	17,640.01	18,566.13	18,763.80	19,384.20
23	15,804.00	19,295.63			

The amounts in this table have been adjusted without taking the grossing up of the premium transfer allowance as at 1 January 2001 into account.

As this adjustment may differ from company to company, each employer should apply the method used there for salary adjustments.

\* Amounts in this scale represent the statutory minimum wage as at 1 January 2007.

Adjustments to the amounts shown in this scale are made when the statutory minimum wage changes.

The 'MW scale' is intended for members in work experience positions with an education level lower than intermediary vocational education (HBO).

From the age of 23 upwards the maximum salary paid is € 15,804.00. Members in work experience positions with an education level of intermediary vocational education or higher are paid in accordance with the amounts in group Y.

From the age 23 upwards the maximum salary is the amount applicable to the age of 23.

a. including all compensations

b. excluding holiday bonus

- the maximum average does not apply to employees aged between 17 and 22

c. the minimum hourly rate for overtime is € 11.37



### Salary scales as at 1 June 2009

Years of experience	GROUP 1		GROUP 2		GROUP 3		GROUP 4	
	Min.	Max. avg.	Min.	Max. avg.	Min.	Max. avg.	Min.	Max. avg.
0	20,353.33	20,899.05	20,559.87	21,777.55	21,175.13	22,185.75	21,729.38	22,870.03
1	20,463.57	21,190.11	20,746.58	22,434.55	21,749.72	23,422.69	22,503.55	24,197.38
2	20,609.07	21,480.07	20,968.60	22,994.68	22,289.00	24,370.20	23,347.24	25,428.45
3	20,740.16	21,742.77	21,147.83	23,540.41	22,675.83	25,228.35	24,197.39	26,597.44
4	20,871.50		21,328.13	23,963.04	23,166.95	25,933.49	24,910.01	27,731.13
5	21,002.86		21,556.04	24,432.80	23,616.91	26,666.46	25,615.17	28,803.28
6			21,687.66	24,841.00	24,087.18	27,386.27	26,210.09	29,791.99
7					24,398.02	27,987.41	26,756.33	30,731.99
8					24,744.17	28,620.54	27,371.07	31,708.38
9					25,089.79	29,148.91	27,827.97	32,579.38
10	21,687.66				25,422.02	29,550.15	28,263.99	33,388.31
11							28,734.26	34,141.60
12							29,176.19	34,965.53
13							29,550.15	35,635.34

### Youth salary scales as at 1 June 2009

Age	GROUP MW*	GROUP Y	GROUP Y1 Min.	GROUP Y2 Min.	GROUP Y3 Min.
17	6,242.40	8,983.87	11,252.31	11,459.37	
18	7,191.00	10,484.56	12,773.87	12,981.44	
19	8,297.40	11,978.33	14,274.58	14,475.21	
20	9,719.40	13,949.81	15,809.52	16,003.19	
21	11,458.20	15,920.25	17,323.58	17,524.77	18,146.97
22	13,433.40	17,904.61	18,844.62	19,045.26	19,674.96
23	15,804.00	19,585.06			

The amounts in this table have been adjusted without taking the grossing up of the premium transfer allowance as at 1 January 2001 into account.

As this adjustment may differ from company to company, each employer should apply the method used there for salary adjustments.

\* Amounts in this scale represent the statutory minimum wage as at 1 January 2007.

Adjustments to the amounts shown in this scale are made when the statutory minimum wage changes.

The 'MW scale' is intended for members in work experience positions with an education level lower than intermediary vocational education (HBO).

From the age of 23 upwards the maximum salary paid is € 15,804.00. Members in work experience positions with an education level of intermediary vocational education or higher are paid in accordance with the amounts in group J.

From the age 23 upwards the maximum salary is the amount applicable to the age of 23.

a. including all compensations

b. excluding holiday bonus

- the maximum average does not apply to employees aged between 17 and 22

c. the minimum hourly rate for overtime is € 11.54