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Collective Agreement for the Insurance Industry

1 January 2020 – 31 December 2020



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Foreword

At these times of constant changes and developments in the labour market and in the financial sector, it is essential that employees are sustainably employable and vital. That is why a great deal of attention is paid to this in this collective agreement. Stimulating employees to let them take control of their own careers and responding to the increasing demand for tailor-made working conditions, and with a view to the work/life balance as well, are key to this. The Social Agenda, in which the parties to the Collective Agreement have formulated a joint vision, forms the basis for this.

The Collective Agreement parties have deliberately opted for a term of one year, which will allow them the time to decide on a number of important issues. For example, various working groups are being set up to give advice on a joint implementation of the Work Code for the Financial Sector, the manageability of the costs of the average pay scheme and the Collective Defined Contribution (CDC) scheme in the event of a falling interest rate, and the implementation of a new and modern job evaluation and remuneration system, including a scheme for the financial consequences in the event of a demotion and a decrease in labour market bonuses.

With effect from this Collective Agreement, the collective agreements for office and field staff have been integrated. [Chapter 11](#) contains the employment conditions that apply specifically to field staff. Moreover, the Collective Agreement has been completely rewritten. [Annex 12](#) contains a comparison table of the article numbers from the Collective Agreement 2018-2019 and this Collective Agreement.

The integration of the Collective Agreement for the office and field staff and the rewriting of the text was carried out with the greatest possible care and precision by a joint editorial committee of parties with external supervision. The content of this Collective Agreement has been adapted to the collective agreement for 2020. In addition, it has been decided not to repeat in the text those collective agreement matters that have already been regulated by legislation. Otherwise, no substantive changes have been made.

The parties believe that this renewed Collective Agreement can make an important contribution to maintaining and increasing the attraction of our sector.

The Hague, 20 April 2020

Signature

On behalf of the Dutch Association of Insurers (Verbond van Verzekeraars), sector for employment conditions, based in The Hague:

G.T. Pluym
President of the Sector Board for Employment Conditions

R. Weurding, Managing Director
Verbond van Verzekeraars

On behalf of the trade unions:

FNV Finance, part of
FNV, based in Utrecht
G.J.A. van Hees, Director Services

De Unie based in Culemborg
R. Castelein, President
I. de Vries, board member

CNV Vakmensen, based in Utrecht
P. Fortuin, President
T. Westerink, board member

Declare that they have entered into the following Collective Agreement with effect from 1 January 2020.

Chapter 1 - General provisions

This chapter sets out concepts and a number of general provisions.

1.1. Terms

Working hours a week	The annual working hours, converted per week, is on average 38 hours a week.
Incapacitated for work	Not being able to work due to physical or mental disability, i.e. not being able to do the agreed work during the agreed working hours or not being able to do suitable work.
Field staff member	An employee with whom it has been contractually agreed that the former Collective Agreement for Field Staff or the provisions in Chapter 11 apply.
Collective Agreement	The Collective Agreement for the Insurance Industry.
Holidays	New Year's Day, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, King's Day, Liberation Day (5 May; once every five years in the anniversary year (2020, etc.)).
Flexible employee	The person who carries out work for the employer but does not have a permanent or temporary contract.
Full-time employee	An employee with individual working hours equal to the annual working hours.
Usual working hours	Mondays to Fridays between 7:00 and 21:00, and Saturdays between 8:00 and 17:00.
Individual working hours	The working hours agreed with the employee.
Annual working hours	The working hours of 1,976 hours a year.
Monthly salary	The gross monthly salary agreed between the employer and the employee on the basis of the salary scale allocated to the employee based on the position and on the working hours agreed with the employee.
Additional work	The hours the part-time workers, on the instructions of the employer, work outside the working hours applicable to them up to the full-time working hours of 38 hours a week.
Works Council	The employer's works council set up under the Works Councils Act (<i>WOR</i>).
Overtime	The time worked by the employee, on the instructions of the employer, that exceeds the working hours of 38 hours a week.
Parties	The employers' organisation on behalf of the employers and trade unions on behalf of the employees.
Partner	The person with whom the employee has a partner relationship established by marriage, registered partnership or a cohabitation agreement drawn up by a civil-law notary.
Part-time employee	An employee with individual working hours that are shorter than the annual working hours and shorter than the weekly working hours.
Shift work	Work performed according to a certain rotation system by two or more groups of employees.
PVT	("Personeelsvertegenwoordiging") The employee representation of the employer, set up on the basis of the <i>WOR</i> .

Temporary contract	Fixed-term employment contract.
TPOW	Working independent of time and place, which is independent of the usual working hours and the place of work.
Place of employment	The workplace designated by the employer as the place where or from which the employee predominantly works.
Hourly wage	The gross hourly wage for full-time employees is the fixed annual salary divided by the annual working hours. The hourly wage for part-time employees is calculated by converting the fixed annual salary into part-time.
Trade union organisations	FNV Finance, based in Utrecht, CNV Vakmensen, based in Utrecht, De Unie, based in Culemborg.
Variable income	Variable income components allocated to field staff under any denomination and dependent on targets and/or performance.
Fixed contract	Employment contract for an indefinite period.
Fixed annual salary	The gross salary actually earned by the full-time employee on an annual basis based on annual working hours, excluding annual benefits, holiday allowance and any other allowances.
Representative of a trade union	An employee who has an administrative or representative function within the trade union and who has been registered in writing with the employer by the trade union.
Wazo	Work and Care Act (<i>Wet arbeid en zorg</i>).
Employer	The employer in the insurance industry to which, based on the scope of application (see 1.2.1.), this Collective Agreement applies.
Employers' organisation	The Verbond van Verzekeraars, sector Employment Conditions based in The Hague.
Employee	The person who has an employment contract with the employer, with the exception of the persons mentioned in 1.2.2.
WOR	Works Councils Act (<i>Wet op de ondernemingsraden</i>).

1.2. Scope

This Collective Agreement applies to the employer and the employee as described in articles [1.2.1.](#) and [1.2.2.](#)

1.2.1. Employer

A. Employer in the insurance industry

Every employer in the insurance industry, including reinsurers and funeral insurance companies with in-kind benefits, who, through an official seat or branch in the Netherlands, conducts the business of entering into and settling insurance contracts at its own expense and under its own name, and who has employees in the Netherlands, with the exception of:

- Achmea B.V. in Zeist and its subsidiaries,
- Insurance companies belonging to AEGON N.V. of The Hague,
- Insurance companies belonging to Atradius of Amsterdam,
- Insurance companies belonging to N.N. Group N.V. of The Hague,
- insurance companies belonging to VIVAT N.V. of Amstelveen,
- insurance companies belonging to A.S.R. of Utrecht,
- healthcare insurers applying the Collective Agreement for the Healthcare Insurers,

- funeral insurance companies with in-kind benefits that also provide funerals within the group, and as such use the Collective Agreement for the Funeral Industry.

B. Other employers

Any employer who employs employees who work in an organisation that exclusively or mainly carries out insurance activities as referred to in point A:

1. under the authority of an insurance company as referred to in point A, or
2. its holding company belonging to the same group as the insurance company as referred to in point A.

The employment conditions in the Collective Agreement do not apply to the employer and employees of a banking institution that perform work for an insurance company, to which the Banking Collective Agreement applies or to which its own collective agreement relevant to that sector applies that has been signed by at least one of the trade unions that is a party to the Collective Agreement for the Insurance Industry.

Dispensation

In special cases, the parties may grant an employer dispensation so it does not fall within the scope of the Collective Agreement, see [1.6](#).

1.2.2. Employee

The Collective Agreement applies to the employee who holds a position with an insurance company that falls within the scope of [1.2.1](#).

Exceptions

The Collective Agreement does not apply to:

- Directors of a company and the most senior decision-making officers of the company who are directly involved in the company's policy.
- Holiday workers and interns.

Senior officers

For employees with a job classified above the salary groups mentioned in [3.1](#), the provisions in [3.2.1](#), [3.4.2](#), [3.4.3](#), [3.4.4](#), [4.2.3](#) and [4.2.4](#) do not apply.

1.3. Collective Agreement and individual employment contract

The employer and the employee may deviate from the Collective Agreement in writing in a way that is favourable to the employee. When this concerns a group or category of employees, this deviation requires prior consultation of the employer with the trade unions.

The employer is obliged to comply with the provisions of this Collective Agreement.

An individual employment contract or a company-specific arrangement determined by the employer may not contain any provisions contrary to the Collective Agreement. Such provisions are null and void.

The employer ensures that every new employee can familiarise themselves in an accessible manner with the contents of the Collective Agreement and with any additional regulations of the employer.

1.4. Law and Collective Agreement

Dutch laws and regulations and the Collective Agreement apply, unless this Collective Agreement states otherwise and this provision is legally valid.

1.5. Duration and interim adjustment of the Collective Agreement

The Collective Agreement has been agreed for a period of one year, starts on 1 January 2020 and ends on 31 December 2020.

If, during the term of the agreement, changes in legislation or regulations require the parties to do so, they will consult with each other and amend the Collective Agreement.

1.6. Joint Collective Agreement Committee

If an employer and an employee have a difference of opinion about the interpretation or application of the Collective Agreement, they may submit the dispute to the Joint Collective Agreement Committee. If a party to a collective agreement believes that the Collective Agreement is not being interpreted or applied correctly, it may also refer the matter to the Joint Collective Agreement Committee.

The decision of the Joint Collective Agreement Committee is binding on the parties.

The Joint Collective Agreement Committee also deals with requests for dispensation in respect of a collective agreement provision, in so far as that provision offers the opportunity to do so. An exception to this is a request for exemption concerning pension. A separate regulation applies to this, see [5.1.6](#). The decision of the committee on an exemption request is binding.

For the composition and working methods of the committee, see [Annex 1.6](#).

1.7. Transitional provisions

The provisions of this Collective Agreement apply starting on 1 January 2020. At the time this Collective Agreement enters into force, any more favourable provisions of previous Collective Agreements will lapse with effect from this date and the provisions of this Collective Agreement will apply, unless explicitly stated otherwise. Individual entitlements that do not arise from a previous Collective Agreement will remain in force.

Individual rights to more favourable working conditions than those provided for in this Collective Agreement will be maintained.

The parties have not made any agreements about any more favourable pension arrangements than those set out in Chapter 5.

Chapter 2 - Employment contract

This chapter regulates the entry into, and termination of, the individual employment contract with the employee, regulates the relationship between employee and employer and regulates the rules of conduct.

2.1. Individual employment contract

2.1.1. The employment contract

An individual employment contract is generally entered into for an indefinite period of time (permanent contract).

A fixed-term employment contract (temporary contract) is possible. As a general rule, a temporary contract will not exceed one year and can be extended once by a maximum period of one year.

The parties apply the principle that the work is carried out as much as possible by employees with a permanent or temporary contract and that the deployment of flex workers remains limited.

2.1.2. Temporary contract

A temporary contract ends automatically by operation of law when the period specified in this contract has elapsed.

In case of temporary contracts of at least six months' duration, the employer will inform the employee in writing, no later than one month before the expiry date of the contract, of any continuation of the contract and of the conditions under which the contract will then be continued.

2.1.3. Temporary workers

The annual working hours for temporary agency workers equal at most the annual working hours, see [1.1.](#)

In addition to the hirer's remuneration under the ABU Collective Agreement for Temporary Agency Workers or the NBBU Collective Agreement for Temporary Agency Workers, temporary agency workers are subject to all bonuses and benefits that apply to employees in similar positions in the service of user undertakings, including any annual payment (see [3.3.](#)).

2.2. Termination of employment contract

2.2.1. Notice periods

The notice periods are in accordance with the statutory regulation in Article 7:672 of the Dutch Civil Code.

An employer and employee may agree in writing on a longer notice period than the statutory period. This longer notice period then applies to both the employer and the employee. However, if the employment contract has lasted five years or more, the employer must at all times apply at least the statutory term of notice.

2.2.2. End of employment contract on retirement

The employment contract ends automatically by operation of law without the need for prior notice when the employee has reached the commencement date of their chosen retirement pension or, at the latest, on the day on which the employee reaches the age on which they become entitled to general old-age pension (Aow).

2.3. Code of Conduct

The parties attach great importance to what the "*Code of Conduct for Insurers*" means to their own employees. This code lays down the basic standards of a corporate social responsibility policy. The Code of Conduct is available online at www.verzekeraars.nl.

The parties recommend that all existing and new employees be regularly informed about this.

2.4. Confidential adviser

The employer who employs at least ten employees must appoint an internal or external confidential adviser who, in case of an internal confidential adviser, can perform the work as a confidential adviser in addition to their own job.

The confidential adviser must be qualified based on training approved by the professional organisation LVV or equivalent qualifications.

The parties recommend that the employer who employs fewer than ten employees also appoints an internal or external confidential adviser.

2.5. Conscientious objections

An employee who has justified conscientious objections to performing specific work may consult with the employer about this and ask the employer to be exempted from this work.

2.6. Suspension

The employer may only suspend the employee if there is a suspicion of such a serious offence that, after investigation, it could lead to immediate dismissal on the grounds of Article 7:678 of the Dutch Civil Code.

This suspension on full pay lasts a maximum of 14 days.

If the suspicion that led to suspension proves to be incorrect, the employer must fully rehabilitate the employee and communicate this fact orally and in writing. The content and method of rehabilitation are agreed in consultation with the employee.

Chapter 3 - Income

This chapter contains the salary regulations and regulates the supplements to the salary.

3.1. Salary group classification

Positions are classified into salary groups according to the nature of the work to be performed, either by using the classification criteria in the Collective Agreement, see [3.1.1.](#), or by using a classification system, see [3.1.2.](#)

If the salary group of an employee changes, they will receive written confirmation of this from the employer. This confirmation states what the new salary group is or whether the employee has been classified above the groups referred to in [3.1.1.](#) It also mentions what the new salary is.

3.1.1. Classification criteria

An undertaking with less than 100 employees and no classification system as described in [3.1.2.](#) must classify employees up to and including function group 4 according to the nature of the work to be performed as follows:

Group J

Newly appointed employees under 21 years of age can be categorised into group J.

Group 1

Employees who perform work that consists exclusively of simple, routine tasks/activities of the same nature, for which no or no specific professional knowledge is required.

Group 2

Employees performing work of a less routine nature, which is subject to stricter requirements of accuracy and certain requirements of professional knowledge, or employees doing office work for which practical experience is necessary.

Group 3

Employees who carry out work that – under supervision – is performed more independently and/or who are being supervised to a limited degree.

Group 4

Employees who perform work for which extensive and/or specialised professional and commercial knowledge is required and who are being supervised to a greater degree.

3.1.2. Classification system

The classification system applies to all employees covered by Collective Agreements.

Companies with at least 100 employees are required to have a job classification system in place to determine the maximum pay for each job. The provisions of this Article apply to the system.

For companies with fewer than 100 employees and without a classification system, the classification criteria laid down in [3.1.1](#) apply. Where such organisations choose to use a job classification system, they must also comply with the procedures in this Article.

Advantages of the classification system

The classification of jobs using a classification system is necessary to determine which salary group and therefore which salary applies to the employees.

In addition, it provides an understanding of the organisational structure and clarifies tasks, powers, and responsibilities in their interrelationship. As a result, targeted training activities can also be carried out. In addition, a classification system helps in recruitment and selection, in career and promotion policy, and in the assessment of employees.

Classification system requirements

The system and its implementation must meet the following requirements:

- The employer and the employee discuss the content of the job.
- The employer determines the content of the jobs.
- The employer describes the content of the jobs in a way that fits the classification system.
- Jobs are classified by a job grading system, a system of comparative classification or a combination of two or more of these systems.
- The classification system is public, solid, and consistent in terms of results and has the approval of the Works Council.
- The employer ensures that employees are informed about the description of the content of their job and about the classification system chosen.
- When the content of a job changes materially, the classification of the job is reviewed.

Complaints procedure

If an employee disagrees with their job classification, they report this to their employer. The employer and employee must then consult with each other and try to solve the difference of opinion.

If this consultation does not solve the difference of opinion, the employee can appeal to an internal complaints-handling committee to be set up by the employer, or to a complaints procedure. The complaint-handling body should be composed of proportional representatives of both the employer and the employees.

The authority issues a written opinion to the employer and sends a copy to the employee concerned. On the basis of this opinion, the employer takes a final decision on the job classification. If that decision deviates from the unanimous opinion of the committee, the employer must explain the decision in writing.

The employer and the Works Council, may also decide to start external appeal proceedings.

3.1.3. Transitional arrangements when introducing a new classification system or a new remuneration system

If an enterprise wishes to adopt a classification system or change an existing system, this must not result in any loss of income for the employee. The same applies if the employer wishes to introduce a different remuneration system.

For this reason, the employer must adopt transitional measures that guarantee income and also include agreements on any loss of salary prospects.

The following provisions apply to the introduction or change of a classification system and to the introduction of a new remuneration system:

1. Salary consequences if current salary is above new maximum

If an employee has a salary that exceeds the maximum salary of their new salary group after the introduction or change of a classification system or remuneration system, the following applies. The new salary is the maximum salary of the new, lower scale. The part of the salary that exceeds this maximum will be converted into a nominal personal allowance. This allowance does not qualify for the general salary increase that is arranged in [Article 3.2.2](#). This applies to the introduction of or a change to a classification or remuneration system after 1 January 2020.

The employer may, in consultation with the Works Council or PVT, arrange that the aforementioned allowance does qualify for the general salary increase as provided for in [Article 3.2.2](#).

The introduction or change of a classification or remuneration system implemented before 1 January 2020 is subject to the salary guarantee scheme; this means that the employee who has been classified in a new, lower scale retains their salary and remains entitled to general salary increases regulated in [Article 3.2.2](#).

On any personal supplement or salary guarantee of the employee as a result of a change of position, classification system or remuneration system implemented before 1 January 2020, the general salary increase regulated in [Article 3.2.2](#), also continues to apply.

2. Guaranteed salary development perspective

The guaranteed salary development perspective applies when an employee still has room for salary growth in their salary group, but has no or less room for salary growth because the maximum salary of their new salary group is lower after the introduction or after a change of classification or remuneration system.

The guaranteed salary development perspective means that for at least another two years, the employee continues to receive the increase they would receive according to the old individual salary scale applicable to them. If, as a result, the employee's salary would exceed the maximum of their new, lower salary scale, the scheme referred to under 1 applies.

3.1.4. Taskforce job and wage structure

During the term of the Collective Agreement, a working group will be set up to develop a new, modern job and wage structure. The job structure to be developed will replace [Article 3.1.1.](#) of the Collective Agreement. The salary structure to be developed must be in line with the newly developed job structure and replaces [Article 3.2.1.](#) and [Annex 3.2.1.](#) of the Collective Agreement. Annex III in the 2018-2019 Collective Agreement for Office Staff has expired.

The working group also advises on a scheme to be introduced on the consequences of financial decline in one's job and how to deal with labour market allowances.

3.2. Salary scales and salary increase

3.2.1. Salary scales

For the salary scales, see [Annex 3.2.1.](#) The salary amounts are the fixed annual salary for full-time employees. For part-time employees, the amounts apply on a pro rata basis. The employer is obliged to use these salary scales when the jobs are classified according to the criteria referred to in [3.1.1.](#)

Employees receive at least the minimum salary corresponding to their salary group and years of experience. Years of experience before the age of 21 do not count in this respect. Employees in scale J receive at least the salary corresponding to their age.

A salary above the maximum average salary is possible for individual employees aged 21 or older on the basis of years of experience, provided that the total of the salaries for each group does not exceed the sum of the average maximum for each group.

3.2.2. General salary increase

The salary scales applicable on 1 January 2019 and the salaries applicable on 30 January 2020 will be structurally increased by 3.25% on 1 February 2020.

Salaries for employees under 21 years of age to whom a youth scale applies are determined on the basis of age. The change is implemented in the payment period in which the employee's birthday falls.

3.2.3. Introduction variable remuneration

When introducing more variable remuneration components, employers are recommended to extend the pensionable salary with the variable remuneration components.

3.2.4. Transparency of incomes

Insurers recognise that a gradual move towards greater openness of income for each category of personnel within the company is desirable. Insurers are prepared to focus their policy on this transparency. They recommend that recognizability of individual data be avoided.

3.3. Annual payment

The employee who was employed for a full year in the previous financial year receives an annual payment, unless in the opinion of the employer the operating results do not allow this. The annual payment is 1/12 of the fixed annual salary.

In the event of early retirement, part-time employees or when part of the financial year has been worked, this payment is pro rata.

If the employee is entitled to a gratuity, bonus and/or profit-sharing, the annual payment is set off against this. This annual payment is deemed to be part of it.

3.4. Surcharges and compensations

3.4.1. Holiday allowance

The employer has an annual holiday allowance. The holiday allowance is 8% of the fixed annual salary that applies in the month of payment.

For employees aged 21 and older, the holiday allowance is always at least the amount of the statutory minimum holiday allowance. This minimum is pro rata for part-time employees. For employees under the age of 21, a deduction in accordance with the percentages that apply to the statutory minimum holiday allowance is applied to determine the minimum holiday allowance.

If the employment has lasted shorter than the calendar year, the holiday allowance is paid pro rata.

If the employee leaves the employment in the course of the calendar year and has received more holiday allowance than entitled before their departure, the difference is settled upon the employee's departure.

3.4.2. Compensation for working on Saturdays

This regulation applies to working on Saturdays within the usual working hours (see [1.1.](#)).

The employee receives compensation for working on Saturdays equal to the hourly wage (see [1.1.](#)) plus an allowance of 30% of the hourly wage.

The compensation for working on Saturdays is part of the salary and is therefore the basis for the amount of the salary payment in case of illness (see [8.3.](#)).

If holidays are taken, the salary including compensation or, in the event of incapacity for work, the benefit under Article 7:629 of the Dutch Civil Code and [Article 8.3.](#) of this Collective Agreement, as applicable before the holidays, leave, or incapacity for work, will continue to be paid.

To determine the amount of the compensation, the average compensation over the present three months, or if this is not a representative period, a longer period similar to the elaboration of Article 7:610b of the Dutch Civil Code is used.

3.4.3. Additional work compensation

The compensation for additional work is the hourly wage (see [1.1.](#)) plus a surcharge for:

- The employer's share of the pension contribution
- Holidays
- Holiday allowance
- Other fixed salary components

3.4.4. Overtime compensation

For compensation for overtime, see table 3.4.4.

Table 3.4.4 – Overtime compensation

Additional hours, made on:	Compensation
Monday to Friday between 07:00 and 21:00	hourly wage + 25% hourly wage
Monday to Friday between 00:00 and 07:00 and between 21:00 and 24:00	hourly wage + 55% hourly wage
Saturday between 08:00 and 17:00	hourly wage + 55% hourly wage
Saturday between 00:00 and 08:00 and between 17:00 and 24:00	hourly wage + 100% hourly wage
Sundays and public holidays	hourly wage + 100% hourly wage

The overtime compensation includes 8% holiday allowance.

For the hourly wage, see [1.1](#).

The minimum hourly wage compensation for overtime is based on the hourly wage derived from the fixed annual salary for employees with 0 years of experience in Collective Agreement salary group 1.

The hourly wage or minimum hourly wage is increased by 12% because a different hourly wage calculation was applied in the Collective Agreement of April 1998 - April 2000.

Leisure time

Unless there are special operating conditions, the employee may choose to compensate overtime with free time. This free time must be taken in the next quarter. The overtime compensation (see table 3.4.4.) is then not paid in cash or paid in converted free time.

3.4.5. Compensation for shift work

Employees working in shifts receive compensation consisting of a shift work allowance, a reduction in normal working hours or a combination of the two.

When holidays are taken, the salary, including shift work allowance, continues to be paid.

The shift work allowance is also the basis for the amount of the continued salary payment for incapacity for work or, in the event of incapacity for work, the benefit under Article 7:629 of the Dutch Civil Code and Article 8.3. of this Collective Agreement, as it applied at the time before the holiday, leave, or incapacity for work.

To determine the amount of the shift work allowance, the average shift work allowance over the preceding three months, or if this is not a representative period, a longer period, similar to the elaboration of Article 7:610b of the Dutch Civil Code, is used.

Phase-out scheme

A phase-out scheme is applied to employees who work shift work and who, for organisational or health reasons, are placed in a job which does not involve shift work and who therefore lose income.

The phase-out scheme applies for a period equal to the time that the employee has worked in shifts, with a maximum of four years. For the purpose of calculation, fractions of months are rounded up to whole months. The phasing-out is carried out in monthly instalments.

If, during the period that the worker has worked in shifts, the shift work allowance has changed, the basis for the calculation of the phase-out scheme is the average shift work allowance over the last 13 weeks.

Stopping shift work at your own request

If an employee requests to stop working in shifts and there are no organisational or health reasons, the employer will do its very best to look with the employee for a job that does not involve shift work.

Chapter 4 - Employment, working hours and leave

This chapter contains the regulations on working hours, holidays and leave.

4.1. Employment

4.1.1. Annual working hours

The annual working hours are the working hours of a full-time employee, which is 1976 hours.

The full-time employee may agree with the employer to work 104 hours more or less on an annual basis. The work-related Collective Agreement conditions (salary, holiday allowance, annual benefit, pension and, in the event of reduction, holiday entitlements) will then be adjusted proportionally. Company-specific schemes in force will not be adjusted to the changed working hours.

4.1.2. Shorter and longer working hours

Shorter working hours than the annual working hours are possible. For part-time employees, the employment conditions apply on a pro rata basis, unless otherwise stated in the relevant employment condition.

If the full-time or part-time employee makes a request to reduce the agreed working hours or if a part-time employee makes a request to increase the working hours, other than as provided for in [4.1.1](#), the provisions of the Flexible Working Act apply.

The provisions in [4.2.1](#) apply when determining the working hours for shorter and longer employment.

4.1.3. Transitional working hours arrangement for older employees

Employees born before 1 January 1955 and employed on 1 January 2010 are subject to the transitional measures set out in [Annex 4.1.3](#).

4.2. Working hours

4.2.1. Working hours framework

The working hours framework applies to the usual working hours, see [1.1](#).

With the consent of the Works Council or PVT, it is possible to make further agreements on working hours for full-time and part-time employees within the usual working hours and within the legal frameworks.

Individual arrangements on working hours are made in consultation between the employee and the employer.

When making individual arrangements about working hours, good customer service, the proper functioning of the organisation, and the preservation of employment are key. Wherever possible, the employer takes the wishes of the employee into account when determining the working hours and the individual preferences of the employee will be followed. If this is not possible or useful from an organisational point of view, this is discussed with the employee, allowing them to focus on other preferences. Hours that are not worked are scheduled as recognisable free time.

When making individual arrangements about working hours and schedules, the employer must take into account any care responsibilities of the employee.

The employee can be compulsorily scheduled for a maximum of one Saturday every three weeks, unless the employee has been specially hired to work on Saturdays. For compensation for working on Saturdays, see [3.4.2](#).

4.2.2. Time and place flexible working arrangements

When a company structurally uses time and place flexible working (TPOW) arrangements as a working method, the following preconditions apply:

- Employees voluntarily participate in the TPOW arrangements unless it has been agreed on commencement of employment that TPOW is part of the job; the employer can make an individual assessment for each employee as to whether TPOW is possible;
- The provisions of the working hours framework (see [4.2.1.](#)) continue to apply;
- The overtime regulation (see [4.2.4.](#)), the overtime compensation (see [3.4.4.](#)) and the compensation for working on Saturdays (see [3.4.2.](#)) do not apply;
- Sufficient attention must be paid to the organisation of the work and the work-life balance;
- When introducing TPOW, attention is paid to the tax aspects surrounding TPOW;
- The employer emphatically points out to employees the requirements of the Occupational Health and Safety Act (“Arbowet”) set in respect of the workplace if they do work from a location other than the business location itself.

When structurally implementing TPOW arrangements, a scheme will be drawn up in consultation with the Works Council or PVT, which must meet the following conditions:

- Regulation of the layout of the workplace on the basis of occupational health and safety standards including work instructions;
- Minimum and maximum number of days on which the employee works elsewhere;
- Communication facilities that the employee receives from the employer;
- Any fees related to TPOW;
- Provisions on the evaluation and adjustment of the arrangements.

4.2.3. Additional work

For additional work, see [1.1.](#)

From 1 May 2018, the Collective Agreement has included a provision on additional work. Additional work is work commissioned by the employer that is performed over and above the working hours agreed on with the employee up to the maximum working hours a week (38 hours).

For the additional work compensation, see [3.4.3.](#)

4.2.4. Overtime

For overtime, see **1.1.** Work that is required on a non-structural basis to complete the normal day's work and does not exceed half an hour is not overtime. If this work lasts longer than half an hour, and is carried out on the instructions of the employer, then the first half hour also counts as overtime.

The employer will limit overtime as much as possible.

The employer may oblige the employee to work overtime when the company's interests so require. However, an employee may not work more than 6 hours' overtime a week and not more than 30 hours' overtime each quarter.

The employer will take into account any care obligations employees may have when compelling them to work overtime. With regard to overtime, employees will be spared as much as possible where this is appropriate because of their individual load capacity. This load capacity will have to be indicated by the company doctor.

The employer must, as far as possible, give its order for overtime to the employee on that day before 12:00 noon.

If the overtime is for at least two hours after normal working hours and a meal break is therefore missed, the employer must either arrange a meal or provide reasonable compensation for the costs.

For overtime compensation, see [3.4.4.](#)

Exceptions

The employer may, for employees who have domestic, driving, maintenance, chores, guarding, or similar duties and for employees who are employed as office staff but who work a significant part of their duties as

field staff, lay down rules that are different from this Article in respect of overtime and any compensation for this.

4.2.5. Shift work

For shift work, see [1.1](#). An arrangement for shift work will be established with the consent of the Works Council.

In the event of two or three shifts, in principle no shifts will be scheduled on Saturdays outside normal working hours, on Sundays or on public holidays.

The employee will be spared as much as possible with regard to shift work when this is necessary because of their individual load capacity. This load capacity will have to be indicated by the company doctor.

If employees have to work overtime in shifts immediately or following their shift, they will receive the overtime allowance (see [3.4.4.](#)) based on the fixed hourly wage.

The employer provides shift workers with a good space, separated from the workplace, where they can take breaks during working hours.

Where necessary, the employer arranges for a hot meal or provides reasonable compensation for the costs.

4.3. Holidays and public holidays

4.3.1. Holidays

A full-time employee has a statutory right to 152 statutory holiday hours a year and is also entitled to 48 extra statutory holiday hours a year. For part-time employees this applies on a pro rata basis. For employees who join or leave employment during the year, this is pro rata. Half hours are rounded up to the nearest full hour.

Employees who were employed on 1 January 2010 by an employer to whom the collective agreement (for office staff or field staff) applies, have a different number of holidays. See [Annex 4.3.1.](#)

The employee is entitled to at least three consecutive weeks of leave each year.

Every year, no later than 1 February of that year, the employer may, with the approval of the Works Council, set a maximum of one day's holiday as a collective holiday.

The employer and the employee may agree that holiday hours in excess of the statutory entitlement are paid in cash.

An employee who leaves employment may choose to have a positive balance of holiday hours paid out in cash. Any negative balance is set off against the salary.

4.3.2. Holidays and incapacity for work

If an employee falls ill during the holiday, they must report sick immediately in accordance with the rules of the company's absenteeism protocol.

The accrual of statutory and extra statutory holiday hours is continued during the employee's illness.

If the employee falls ill during their holiday, they must also report this as soon as possible. On return, they must provide a doctor's certificate. If this is not possible, they must show by other means how long they have been ill, for example by showing receipts for medical treatment.

4.3.3. Public holidays

The employee has paid leave on a public holiday which is a working day.

For an overview of public holidays, see [1.1](#).

An employee who wishes to take leave on a non-Christian festive or memorial day based on their religious or philosophical conviction may take unpaid leave for this purpose up to a maximum of three days for each calendar year.

4.4. Leave

4.4.1. Special leave

The employee is entitled to special paid leave in the following situations:

- In the event of the death of the partner or of a cohabiting child without a partner: two calendar weeks.
- In the event of the death of a parent or parent-in-law and a child living away from home or child with a partner, including the day of the burial or cremation: two days. If the employee also has to arrange the burial or cremation: the time required for this and a maximum of five days.

For leave for trade union activities and courses, [see 10.4.](#)

For leave in connection with upcoming retirement, see [6.4.6.](#)

4.4.2. Work and care leave

The provisions of the Work and Care Act apply, see the relevant legal text. Contrary to or in addition to these provisions, the following provisions apply:

Maternity leave and adoption leave

In the case of maternity leave and adoption leave, the benefit requested from the UWV via the employer is supplemented to 100% of the monthly salary.

Birth leave

The employee as a partner is entitled to maternity leave after the birth of the employee's child. This is paid leave and equal to the agreed weekly working hours.

Supplementary maternity leave

Starting on 1 July 2020, partners can take up to five weeks of additional maternity leave. For this purpose, the benefit applied for from the UWV via the employer, which amounts to 70% of the salary, will be supplemented by the employer to 100% of the monthly salary.

Emergency leave

When an employee takes time off for emergencies, half of this time will be deducted from the holiday hours in excess of the statutory entitlement.

Short-term care leave

In the event of short-term care leave, 100% of the salary will continue to be paid.

Parental leave

When an employee takes parental leave, they have the right to return to their former post at the end of that leave based on the originally agreed working hours.

During the period of parental leave, the employee remains a member of the pension scheme and may continue to participate in staffing arrangements as if the working hours had not changed.

Long-term care leave

Long-term care leave may last a maximum of six months, in which period the employee will continue to work at least 20 hours a week in their current position, unless employer and employee agree otherwise. The long-term care leave is unpaid.

The employee will continue to participate in the pension scheme during the period of care leave on the basis of the pensionable salary that applied immediately before they took care leave.

4.4.3. Vitality leave

To remain employable in the long term, it is possible to take vitality leave. Vitality leave helps the employee to temporarily take a step back, so they can get back to work with renewed energy or still be fit when they take up retirement. Vitality leave can help maintain or restore the work/life balance. And vitality leave can help to take a breather when the work pressure threatens to become too much. For sustainable employability, see [Chapter 6](#).

Content of the arrangement

Vitality leave lasts two consecutive months. During the first month, the employee receives 70% of the monthly salary and during the second month 40%. For part-time employees, this is 70% and 40% of their part-time salary, respectively.

In consultation with the employer, the employee may use holidays to supplement the salary during the period of vitality leave and/or to extend the period of leave to a maximum of three months. The supplement may be up to a maximum of the employee's current salary. For the calculation, the following applies: one hour's leave = one hour's salary.

Employment conditions

Vitality leave has no consequences for pension accrual as it continues during vitality leave.

During vitality leave, no holiday hours are built up over the hours over which the employee receives 70% or 40%, respectively, of their salary.

Any reimbursement of commuting expenses and any reimbursement of expenses will be discontinued on or after the second full month's leave and resumed after the employee's return.

Applying for and granting vitality leave

The aim of the arrangement is to promote the vitality and as a result the sustainable employability of the employee. When employees want to make use of the arrangement, they must explain in a conversation with their manager the reasons for the vitality leave and how it would contribute to their sustainable employability. This meeting takes place at least four months before the commencement date of the leave.

The manager agrees to the leave if it contributes to the employee's sustainable employability, unless compelling business circumstances dictate otherwise. In that case, the employer will consult with the employee about an appropriate solution.

After the end of the vitality leave, the employee and the manager evaluate to what extent this leave has contributed to the sustainable employability of the employee.

Additional procedural agreements can be made in consultation with the Works Council or PVT.

Conditions

Employees can make use of this arrangement if they have been employed by the employer for at least seven years. Work carried out as a temporary employee will be included in this period.

An employee can take vitality leave once every seven years.

Vitality leave is always at least two months.

Vitality leave cannot be combined with maternity leave, childbirth leave, parental leave or long-term care leave.

Vitality leave cannot be taken immediately before retirement. However, a combination with a part-time pension is possible.

Vitality leave can only be taken in time, not in money.

During vitality leave, the employment contract with the employee continues to exist.

The employer may limit the annual use of the vitality leave arrangement during the term of this Collective Agreement to 1/7 of the employees who qualify for the arrangement.

Vitality leave and illness

If the employee falls ill during the period of vitality leave, the period of vitality leave continues.

If, due to illness, the employee cannot or can no longer use the vitality leave for the intended purpose, the employer will reasonably cooperate with an earlier return to the organisation. Criteria include the employee's interest in returning to the workplace, the replacement arranged by the employer, and the time period of the vitality leave that has elapsed.

Employers with fewer than ten employees

Employers with fewer than ten employees are not obliged to offer the vitality leave arrangement to their employees.

Instead, they should provide an equivalent amount, i.e. 1.1 times a monthly salary for each employee, as a vitality budget for the sustainable employability of employees. The use of this amount, which must be demonstrably earmarked for sustainable employability, is to be agreed in a staff meeting.

Chapter 5 - Pension

This chapter regulates the pension scheme.

5.1. Basic pension scheme

The basic pension scheme is the average pay scheme, the Collective Defined Contribution scheme (CDC), or the Individual Defined Contribution (IDC) scheme.

5.1.1. Average pay scheme

The average pay scheme forms the basis of the pension arrangements in the Collective Agreement. For the average pay scheme, see [Annex 5.1.1.](#)

The employee contribution is 6% of the individual pension salary.

5.1.2. CDC or IDC scheme

By way of derogation from the average pay scheme, employers have the option of opting for a Collective Defined Contribution scheme (the CDC scheme) or an Individual Defined Contribution scheme (the IDC scheme). The condition is that this deviation must have been agreed with the Works Council or another formal form of participation.

For information on the CDC scheme, see [5.2.](#)

For information on the IDC scheme, see [5.3.](#)

5.1.3. Former FOV members and pension

Former members of the Dutch Federation of Mutual Insurers (*Federatie van Onderlinge Verzekeraars – FOV*) are bound by the Collective Agreement as a result of the merger with the Dutch Association of Insurers (*Verbond voor Verzekeraars*).

Former FOV members who have not yet introduced the average pay scheme or the CDC scheme based on an exemption option offered at the time must implement the average pay scheme or opt for the CDC or IDC scheme no later than on 1 January 2019. If, on 1 January 2019, there is still an implementation agreement in force that has been entered into before 16 February 2018, this will be respected until the end date or until the first date on which notice may be given under the implementation agreement. After that, the pension scheme will be implemented in accordance with this Collective Agreement.

The employer may apply for dispensation if premature termination leads to aggravating circumstances. To this end, the employer must submit a request to the dispensation committee.

The dispensation committee assesses whether the aggravating circumstances are reason to declare the obligation to implement the average pay scheme, the CDC or the IDC scheme (temporarily) inapplicable. For information on the dispensation committee, see [5.1.6.](#)

5.1.4. Pension administrator

The employers must place the implementation of the pension scheme with a pension administrator within the meaning of the Pensions Act.

The parties recommend setting up a meeting of members, consisting of members and pensioners or their representatives, when the administration of the pension scheme is transferred to an insurer.

5.1.5. Costs

The costs of the basic pension scheme are part of the total employee expenses. If parties feel that these costs become too high in relation to the total employee expenses, they have a joint responsibility to find a solution.

5.1.6. Dispensation

When the employer wishes to deviate in a negative way from the basic pension scheme, it must submit a request to the dispensation committee.

For the composition and working method of the dispensation committee, see [Annex 5.1.6.](#)

The dispensation committee agrees with the employer's request, when:

- the new scheme applicable to the employer as a whole is at least actuarially equivalent to the pension scheme applicable to the employer, and
- there are company-specific circumstances that require a negative deviation.

Employee participation and dispensation

Where the employer has set up a works council, dispensation can only be requested with the consent of the works council. When requesting dispensation, the employer must enclose a copy of the Works Council's consent.

Where the employer has set up a works council and has received dispensation, the employer can only introduce the deviation in the pension scheme with the works council's consent. When submitting the request for dispensation, the employer explicitly states which deviations from the average wage, CDC or IDC scheme are concerned and which provisions in the employer's own pension scheme give cause for this.

Information to employees

Once the dispensation has been received, the employer informs the employees of this fact in writing. In doing so, the employer states explicitly which deviations from the average pay scheme, CDC or IDC scheme are involved and which provisions in the employer's own pension scheme give cause for this.

5.1.7. Conversion

Where the employer has placed pension obligations with an industry-wide pension fund, a general pension fund, or a company pension fund and where that pension fund decides to convert the pensions into entitlements with a retirement age of 68 years, all pension entitlements accrued by the employee will be converted in an actuarially equivalent manner.

5.1.8. Study on pensions

Due to low interest rates, pension costs have risen in recent years. During the term of this Collective Agreement, the parties will investigate what the low interest rate means for the costs of the average pay scheme and the CDC scheme in the light of the agreements made in the previous Collective Agreements.

This study will show the consequences for the arrangements. The parties have stated that they wish to complete this study in good time, so that the agreements parties make based on the study can be included in pension agreements effective as of 1 January 2021.

5.2. The CDC scheme

For the content of the CDC scheme, see [Annex 5.2.](#)

The employee contribution is 6% of the individual pension salary.

5.2.1. Premium

The CDC premium is determined on the basis of the accrual of future pension entitlements under the average pay scheme.

The point of departure in determining the CDC scheme is that collectively it is actuarially equal to the average pay scheme. To be able to determine this equality, prudent principles are taken into account to establish the premium at the time of transition to the CDC scheme.

These principles are determined in consultation with the Works Council, in which at least arrangements are made regarding model-based assumptions of:

- wage trends;
- development of actuarial interest rates;
- development of the average age in the client base;
- development of the client base.

In establishing the premium, all actual costs arising from the insurance contract are taken into account. The assessment of the financial implications covers a period of at least five years. The premium to be paid over this period is equal to the average premium fixed in advance for the period in question.

If an employer does not place the pension scheme with an insurer but with a pension fund, the provisions relating to the premium are applied in a similar manner.

5.2.2. Adjustment of accrual rate

If the CDC premium in any year turns out to be too low to achieve an accrual of 1.75%, this may result in a reduction of the accrual percentage for that year.

5.2.3. Communication

During the transition to a CDC scheme, the employer ensures careful communication and also organises information sessions for all employees.

5.3. The IDC scheme

For the content of the IDC scheme, see [Annex 5.3.](#)

The employee contribution is 3.5% of the individual pension salary.

5.3.1. Premium sliding scale

The IDC scheme (see [Annex 5.3.](#)) includes a premium sliding scale. This was a market-based IDC sliding scale on 15 February 2018, the date on which the parties reached agreement on the Collective Agreement, given the market interest rate at that time.

If at any point in time the 35-year interest rate in the interest yield curve of pension funds exceeds 2.2%, the parties will consult with each other to agree on an appropriate adjustment of the DC sliding scale in the spirit of this Collective Agreement.

If it is decided to reduce the sliding scale to the premium amounts in accordance with a market interest rate sliding scale, the employer's contribution remains neutral and the employee contribution falls to at least 0%.

If, at any point in time, the 35-year interest rate in the interest yield curve of pension funds is lower than 1.5%, the parties will consult in a similar way to reach agreements. If it is then decided to increase the sliding scale to the premium amounts in accordance with a market interest rate sliding scale, the employer's contribution will remain neutral and the employee contribution will increase.

Changes to the applicable slided scale in the Collective Agreement will not be implemented in the sliding scales of current implementation agreements of IDC schemes. Only when these implementation agreements are renewed or extended should the sliding scale be equal to the then current sliding scale in the Collective Agreement.

Adjustment of premium sliding scale

Despite the low interest rate and the exceeding of the agreed range in this article, the premium scale for the IDC scheme will in any case not change before 1 July 2020, nor will the employee contribution increase.

5.3.2. Communication

During the transition to an IDC scheme, the employer ensures careful communication and also organises information sessions for all employees.

5.4. Transitional provisions

5.4.1. Change in concept of basic pension scheme

With effect from 1 January 2018, the basic pension scheme is the average salary scheme, CDC, or IDC scheme in this Collective Agreement.

Until 1 January 2018, the basic pension scheme was the average pay scheme only, to be able to distinguish it from the CDC scheme.

5.4.2. Change in basic pension scheme starting on 1 January 2018

The changes to the basic pension scheme took effect on 1 January 2018. These changes only apply to the entitlements to be accrued on and after 1 January 2018.

The pension entitlements accrued up to 1 January 2018 will be made non-contributory. The provision of [5.1.7](#) applies in this respect.

5.4.3. Transitional pre-pension scheme

For employees who were already members of the basic pension scheme in force before 1 January 1999, a pension shortfall has arisen as a result of the introduction of the pre-pension scheme. The reason for this is that the non-contributory rights accrued in the old pension scheme start at the retirement age of 65.

This pre-pension shortfall was built up proportionally for those members by the employer on and after 1 January 1999 until the former pre-pension age in the form of supplementary pre-pension. Subsequently, the purchase of the pre-pension shortfall on 1 January 2006 was converted, by an exchange, into the purchase of the old-age pension shortfall from the age of 65 (old-age pension and surviving dependants' pension).

For the future build-up of this transitional arrangement, the possibility offered by the Early Retirement, Pre-Pension (Adjustment of Tax Treatment) and Life-Course Savings Scheme Act (Wet VPL) under the denominator of the tax arrangement 'purchase of years of employment' is used.

The purchase of the old-age pension shortfall will be continued on and after 1 January 2006 until the former pre-pension age for up to a maximum of 15 years. It will therefore be terminated no later than 31 December 2020.

5.4.4. Topping-up arrangement Collective Agreement 2003-2004

Employees who were younger than 56 years of age on 31 December 2005 and who were already members of the basic pension scheme applicable at that time before 1 January 1999 were entitled to a topping-up arrangement in the 2003-2004 Collective Agreement. See articles 8.3.a. and 8.3.b. of the 2003-2004 Collective Agreement.

Chapter 6 - Social policy, sustainable employability and employment

This chapter contains the provisions on social policy and sustainable employability. In addition, employment and emancipation are addressed.

6.1. Social Policy

6.1.1. General

Social policy is the policy relating to the employees in the company. The social policy is aimed at the performance, the sustainable employability, the development, the personal growth and the job satisfaction of the employees and at the targeted operation of the company. Social policy is an integral part of the overall company policy.

Social policy is characterised by managing the individual and collective position of employees carefully and by preventing unnecessary discrimination.

Social policy pays particular attention to the employability of employees and their development, see [6.2.](#) [6.3.](#) and [6.4.](#) When setting up the organisation, the human scope is taken as much as possible as the guiding principle while taking into account the continuity of the company,.

Social policy needs to be further developed within the company to have it fit the character of that company.

6.1.2. Principles

Social policy includes the following basic principles:

- Encouraging the sustainable employability of employees;
- Equal treatment of employees;
- Working towards continuity of the company from the point of view of job security;
- Legal certainty for employees; that is why the employment rights have a legal basis in the Collective Agreement and in the individual employment contract;
- Job satisfaction by constantly paying attention to the working environment, cooperation and working conditions; this is encouraged, for instance, by giving employees responsibilities and powers commensurate with their abilities and by encouraging cooperation based on mutual respect;
- Aiming to achieve a balanced relationship of control in which employees share responsibility and management can act decisively;
- Special attention to employee training.

The working conditions, the organisational relationships and the size of the company also determine the way in which these principles are shaped.

The work of the Task Force on Coherent Employability Policy, which is made up of representatives of the parties, will be extended for the duration of this Collective Agreement.

6.1.3. One labour market for all employees

The parties see that work is constantly changing and will continue to change. Various forms of contract are used for this. The parties endorse the principles of the Work Code, which was signed by various parties in the financial sector on 10 December 2019. The Work Code sets in motion a movement towards a single labour market for all employees (employees, temporary employees, self-employed, etc.):

- Working for us means increasing your labour market value;
- Being a good employer also means responsible contracting;
- We reward, value and treat workers who do the same work equally;
- Workers have access to disability and pension provisions;

- We organise work in sustainable employment relationships.

The parties set up a Task Force that prepares a joint formulation during the term of the Collective Agreement. The basic principles of the Work Code and a correct balance between the interests of all employers and employees at insurers are guiding principles. The Task Force will also take into account the evaluation of the hirer's remuneration for temporary agency employees (see [2.1.3.](#)) and the consequences of the introduction of the Balanced Labour Market Act with the current arrangements in the Collective Agreement.

6.2. Principles of sustainable employability

The parties consider it important that employees are and remain employable in the long term. This means remaining suitable (competent, educated), healthy and vital (energetic) for work. In their own job or in another job, within or outside their own company or sector.

Continuous development is a prerequisite for sustainable employability. This is necessary because work and the market are changing ever more rapidly. A proper work-life balance is also important to remain employable in the long term.

Sustainable employability is a joint responsibility of the employee and the employer. They consult each other about this on a regular basis, and at least annually, to make more precise arrangements for this.

Employees are primarily responsible for their own sustainable employability. They are expected to make an effort to continue to meet the professional requirements of their job, to keep their suitability for their work up to date and to be open to new experiences, to follow developments, and to make optimal use of education and training. They are accountable for this.

Employers are responsible for creating an environment in which they actively encourage and support employees to work towards their sustainable employability. This responsibility includes communicating the importance of sustainable employability, encouraging managers and employees to talk to each other about sustainable employability and making facilities, tools, allowances and time available for this purpose. It also means that managers are triggered and facilitated to hold discussions with employees.

The employer is accountable to the Works Council or PVT for its responsibility for sustainable employability. Each year, the employer evaluates the policy for sustainable employability with the Works Council or PVT.

6.3. Strategic personnel planning and training

6.3.1. Strategic personnel planning

The employer informs the employees as early as possible about future developments and draws up a strategic personnel scheme. This contains which jobs will be needed in the organisation in the future and which training courses are needed for which employees on the basis of the company objective.

The employer discusses the strategic personnel planning with the Works Council in the consultation meeting and reports to the Works Council at least once a year on the progress of the implementation of the scheme.

Management encourages employees to undertake targeted training. This concerns professional knowledge, skills and behaviour. The aim is to contribute as much as possible to the job security of employees, increase their employability, and promote internal mobility.

The employer uses information to make employees aware of their own responsibility in this respect.

6.3.2. Training scheme

As an elaboration of the strategic personnel planning, the employer draws up a training scheme in which, among other things, the training facilities (such as time and costs) are arranged (see [6.3.3.](#)).

The training scheme pays particular attention to sustainable employability as well as to the personal training schemes of the employees, training courses, career checks and job descriptions.

6.3.3. Training facilities

The following principles apply to the training facilities, such as study time and study costs:

- Work instruction for the current job takes place during working hours;
- As a general rule, the employer pays costs related to training for the employee's current or next position;
- The employer and the employee jointly contribute to the costs and study time for preventive training, i.e. training aimed at preventing the employee from losing their job in the future. At least half of the time required for the training is working hours.
- If the employee's position ceases to exist as a result of a reorganisation, the employer pays the costs of following a training course for another position. In addition, the training is done during working hours if possible.

6.3.4. Other provisions

Because training depends on the individual situation of the employee, the employer will pay specific attention to employability.

If a vacancy cannot be filled within the company's own business unit, it will be made available internally so all employees can be aware of it.

6.4. Individual employability

6.4.1. Employee responsibilities

Employees are entitled to education and training and are primarily responsible for their own employability. To this end, they are expected to participate in education and training and to act on their own initiative.

They must do their best to complete education and training successfully.

If they are unwilling to take the necessary education and training, they will have to accept any consequences for their career.

6.4.2. Personal development scheme

The employer encourages the employee to draw up a personal development scheme that meets their individual development and training needs. The scheme addresses competencies, knowledge, skills and conduct.

The personal development scheme pays attention to aspects that affect the sustainable employability of the employee, also in view of the employee's length of stay in the current position and possible future changes to the position (including the job content and the possible redundancy of the position). This should include, if necessary for the individual employee, the granting of more extensive education, training and development programmes and the time required for this, as well as doing work placements.

Interview

As often as necessary and at least once a year, an interview takes place between the employee and the manager (possibly in the context of an assessment/performance appraisal interview) about the progress of the agreements in the personal development scheme. The interview must lead to specific agreements about the sustainable employability of the employee.

Career scan

Every employee is given the opportunity once every three years, at the employer's expense, to carry out a future-oriented career scan as part of their personal development scheme.

Labour market value scan

For every five years of stay in the same position, the employee will do a scan that provides an idea of the labour market value of the employee within and outside the insurance industry.

EVC trajectory

If employees do not have a certificate at the level at which they fulfil their duty, the discussion about the personal development scheme will in any case discuss whether participation in an EVC (*Erkenning van eerder Verworven Competenties* - Recognition of previously acquired competencies) procedure has added value.

Second opinion

The employee can ask for a second opinion on the development opportunities if they so wish. The second opinion is offered via [verzekerjeinzet](#) or a company-specific arrangement. The employer reimburses the reasonable costs of this second opinion.

6.4.3. Career change

If the employee, despite all efforts, fails to acquire the required competencies, knowledge, skills and behaviour, or if it is better for the employee's sustainable employability to take up another position, the employee and the employer will jointly seek a solution.

In the assessment, the level of performance is at least as important as complying with certificate requirements.

6.4.4. Sustainable employability budget

For the term of the Collective Agreement, the employee may make use of an individual budget of €750 a year intended for sustainable employability measures, such as training courses.

The employee can use the budget to finance targeted training and development projects in the field of sustainable employability, both within and outside the industry. It also allows the employee to have a personal career interview, a career scan or a financial picture. This can be financed by a certified adviser as offered by the industry via [verzekerjeinzet](#).

The budget will not be paid out in cash and will cease to exist if and insofar as the employee has not made use of it within the term of the Collective Agreement. The starting date of the chosen training course or development programme must be before 30 November 2020.

One sustainable Employability Day is linked to the budget and is allocated to employees to work on employability. The employee can use this day for targeted training and development projects in the field of sustainable employability, both within and outside the sector, or to enter into a personal career interview as offered by the industry via [verzekerjeinzet](#).

If the employee does not wish to make use of the aforementioned budget, the day can be used for the aforementioned activities aimed at sustainable employability within or outside the industry.

6.4.5. Vitality leave

To remain employable in the long term, it is possible to take vitality leave. For the arrangement, see [4.4.3.](#)

6.4.6. Preparing for upcoming retirement

Employees who are close to retirement may take part in training courses in preparation for retirement in the year preceding the year of their retirement. For this purpose, they receive four days of paid leave. The costs of the courses will be reimbursed up to a maximum of €1,000. A condition is that the course takes place in the Netherlands and is organised by a recognised and certified training institute.

6.4.7. Early retirement

The parties have expressed the intention that, in line with the elaboration of the Pension Agreement 2019, they will reach agreements on early retirement of employees using the exemption of the tax fine for early retirement for benefits up to €19,000 a year, for a maximum of three years.

The Task Force on Coherent Employability Policy advises on how this can be implemented in the Collective Agreement. The intention is to introduce this in the Collective Agreement of 2021, taking into account the specific characteristics of the insurance industry.

6.4.8. Dual learning

The employer will, on request, enter into an apprenticeship contract with an employee who joins the company if the employee is able to complete the apprenticeship training before the age of 27.

The employer gives this employee the opportunity to carry out the activities and take exams as instructed by the relevant Regional Training Centre (ROC), without any loss of salary.

The employer gives this employee a maximum of one day a week of paid leave to attend school during working hours.

6.4.9. Protocol employment projects

The remainder of the amount set aside at the time in the 2000-2002 Collective Agreement for the Protocol on Work Experience Places will be made available for initiatives to strengthen employment and employability.

The project that aims to give persons receiving benefits under the Work and Employment Support (Young Disabled Persons) Act work experience in the industry will be extended. This project will be financed from the available employment funds.

6.4.10. Collective interests fund

Parties want to investigate which interests in the field of sustainable employability could be represented collectively, how these could be financed and whether a collective fund could be a good instrument in this respect.

The Coherent Employability Policy Task Force will carry out this study and advise the parties on the basis of it. In doing so, the Task Force may involve the resources mentioned in [6.4.9.](#)

6.4.11. Working pressure instrument

Parties consider it important that work pressure is given more attention and is discussed without thresholds. A work pressure instrument to be developed for the industry should be able to promote this.

The task of the Health and Safety Catalogue Task Force is to develop such a work pressure instrument.

6.5. Emancipation

6.5.1. General

Within the formulated social policy, the employer pursues an active policy aimed at creating equal opportunities for men and women. To reduce the disadvantaged position of women in the labour market, the employer will pay particular attention to the position of women in the labour market and within its own company. In doing so, the employer will focus in particular on

- recruitment, especially for senior positions;

- occupational retraining, especially through training;
- outflow; where organisationally possible, this may include offering part-time jobs to employees (m/f).

6.5.2. Retirement

In the case of vacancies, the employer gives priority, among other things, to the employee (m/f) who applies for a position within four years of leaving the company because of the birth or adoption of a child.

6.5.3. Combating sexual harassment

The employer will combat sexual harassment and make efforts to prevent it.

6.6. Employment

6.6.1. Employment in the individual company

Where there are planned activities or developments within the company which have a significant impact on employment in qualitative and quantitative terms or which affect the existing legal status of a group or category of employees, this is reported to the trade unions in good time. This is independent of the rights the Works Council has in this respect.

The notification to trade unions must be made in good time, so meaningful consultation with trade unions is still possible before the implementation and trade unions can in any case consult their members.

The company provides in any case information to trade unions and to the Works Council on the motives and the nature, scope and location of the intended activities, the expected consequences for employment and/or the consequences for the legal status of the employees.

Social scheme

To prevent or reduce as far as possible any adverse effects on individual employees and to avoid as far as possible any redundancies, the company strives to agree to a social scheme or social section with trade unions.

Social scheme requirements

When a social scheme is agreed, it includes at least agreements on the provision of information during the term of the social scheme and the nature and frequency of consultation between the company and trade unions during the term of the scheme.

In addition, the social scheme addresses in general:

- the working conditions and procedures in the event of internal transfers;
- the financial consequences of transfers;
- the possible facilities to find work outside the company and related supplementary and departure arrangements;
- the possible ways of reducing job losses through part-time working;
- the possibility of further reductions in working hours where this is in the interests of employment. In financing this, the possible future general salary increase under the Collective Agreement (see [3.2.2.](#)) may be used, among other things.

6.6.2. Employment in the industry

The parties hold regular sectoral consultations on the economic situation and prospects of the industry and their impact on employment.

The aim of the consultations is to provide the parties with information of a more continuous and systematic nature to ensure that employment trends can be closely monitored.

The employers' organisation will provide information on this subject so employment trends can be properly monitored and a meaningful discussion of the employment situation in the industry can take place.

6.6.3. Special arrangements

Unemployed young people

In its recruitment policy, the employer pays particular attention to unemployed young people, including by targeted education, re-education, training and guidance.

Employment of special groups

The employer will actively pursue a policy to contribute to the objectives of the Participation Act. The employer ensures that employees with a reduced ability to work can obtain a sustainable job within the company. Where necessary and possible, the employer will make provisions for this in consultation with the Works Council. In the annual Social Report, the employer reports on the policy pursued.

The employer will actively pursue a policy on the number of apprenticeships for younger employees. Apprenticeship and employment contracts will be linked.

The employer will pay particular attention to the recruitment, selection, and training policy aimed at women.

Recruitment policy

Employees must be able to apply for vacancies that are opened externally.

The employer will register all the vacancies with the UWV to promote transparency in the labour market. With the vacancies, the employer will state the content of the position (nature, level, working conditions, working hours, etc.) and the requirements for the position (education and experience).

The employer informs the Works Council twice a year about the number of temporary employees working in the company. The basic principle is that for temporary vacancies and vacancies for part-time jobs employees may only be deployed through temporary employment agencies after consultation with the Works Council.

Part-time work

The employer promotes part-time work, as regulated in [4.1.2.](#)

Chapter 7 - Flexible working conditions

This chapter regulates the choice system in terms of employment conditions.

7.1. Choice system

The employee can exchange a number of the terms of employment as a source for other terms of employment as a whole or in part via a choice system used in the company.

7.2. Starting points

The choice system to be used by the employer complies with the following principles:

- A number of employment conditions are named as sources and a number as objectives; of these employment conditions, the hourly value and the conversion factor are determined from money to time and vice versa;
- The size of the designated sources and targets will be maximised
- If necessary, pre-conditions may be imposed on the system for economic and organisational reasons;
- Times of choice and deadlines are set;
- It is based on an annual selection menu;
- It regulates who can participate in the system and when, and who can identify sources and targets;
- Further objective criteria and pre-conditions under which the exchange can take place may be defined;
- The system must comply with the legal rules;
- Social security benefits remain outside the system;
- Employees can make their own choices within the established system; they must be informed in advance of their choices and the consequences of these for other employment conditions and social provisions;
- The employer informs the employees as fully as possible about the choice system. New employees receive this information when they enter the company. At least once a year, the employer informs the employees of the possibility that choices can be made;
- The system is determined with the consent of the Works Council or PVT.

7.3. Exchange of employment conditions

In any case, the system offers the following options:

- Saved time (maximum 104 hours of extra statutory leave each year) can be exchanged for more salary; for part-time employees this is pro rata;
- Salary can be exchanged for more free time (maximum 104 hours a year; for part-time employees on a pro rata basis).

It is also recommended, within the tax possibilities, to include individual pension payments as a savings target. These pension payments can be made within the framework of the occupational pension scheme or by means of an individual pension shortfall insurance.

7.4. Additional criteria

When exchanging money and time, one day to be saved costs 116.33% for collective bargaining sources. Further agreements can be made with the Works Council or PVT for the conversion of proprietary benefits.

If employees have used the choices to take long-term leave, they are entitled to return to their old job or to an equivalent post at the end of this leave.

If the working hours become longer or shorter as a result of the exchange of employment conditions, the employment conditions related to the working hours (salary, holiday allowance, annual benefit, pension and,

in case of reduction, holiday) are adjusted proportionally. In that case, the applicable company-specific schemes will not be adjusted to the changed working hours.

The employee may take additional working hours reductions in whole days related to the company's daily working hours and working hours agreed with the employee.

In accordance with the Working Hours Act, the working hours for each day are generally a maximum of nine hours.

Unless otherwise agreed between employer and employee, the employee is entitled to one full day every four weeks. It is possible to fill in a working week of 36 hours by using a roster of 4 times 9 hours, provided the company has allowed this within the preconditions of the options menu and it is economically and organisationally possible.

Chapter 8 - Working conditions and illness

This chapter contains provisions on working conditions and regulates the continued salary payment in the event of illness.

8.1. General

The policy to be implemented in the event of illness and a limited degree capacity for work entails a chain approach. The following three components can be distinguished in policy and practice, which together form a whole:

1. Working conditions (see [8.2.](#));
2. Absenteeism, sick leave supervision and reintegration; this is arranged separately for each employer;
3. Continued salary payment in the event of illness (see [8.3.](#)).

8.2. Working conditions

The attention paid to employability (see Chapter 6) is closely related to the attention paid to working conditions, the conditions under which people work.

A proper employability and working conditions policy ('arbo policy') is important to prevent and limit absenteeism due to illness.

The (healthcare) insurance industry has access to the Health and Safety Catalogue ('*arbocatalogus*'), see gezondverbond.nl.

8.3. Continued salary payment in the event of illness

8.3.1. General

If an employee becomes incapacitated for work (see [1.1.](#)), the following provisions apply to the employee: Article 7:629 of the Dutch Civil Code, the provisions of the Work and Income (Capacity for Work) Act (*WIA*), those of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (*Wet verbetering poortwachter*) and any future amendments to these.

Work based on occupational therapy is work carried out by the disabled employee with the primary aim of reintegration. By working temporarily on an occupational therapeutic basis, the employee's sustainability and build-up of the work capacity is examined and improved.

The period of illness is not interrupted by performing work based on occupational therapy.

8.3.2. Continued salary payment

In addition to what is provided for in Article 7:629 of the Dutch Civil Code, the employee who is incapacitated for work and therefore unable to work, will receive 100% of the monthly salary during the first year of illness and 70% of the monthly salary during the second year of illness for as long as the employee is employed by the employer.

Supplement during the second year of illness

During the second year of illness, the employee can receive a supplement to the continued payment of salary. The continued salary payment is then not 70%, but a higher percentage in the following situations:

- If the employee makes sufficient effort and actively participates in reintegration, the employee will receive 80% of the salary. This will apply from 1 January 2020.
- If the employee is permanently and fully incapacitated for work, which must be determined by the UWV, the employee will receive 100% of the salary.
- If the employee works for 50% or more and this is not based on occupational therapy, the employee will receive 100% of the salary from the first day the employee works for 50% or more. For this purpose, retraining is also regarded as work.

- If the employee returns to work, but for less than 50% and this is not based on occupational therapy, the employee will receive 85% of the salary from the first day the employee works for less than 50%. For this purpose, retraining is also regarded as work.

For the salary, see [8.3.3](#).

Supplement from the third year of illness

If the UWV is of the opinion that the employer has made insufficient efforts to reintegrate the ill employee and on that basis extends the period to which the employee is entitled to salary to a maximum of 156 weeks, the employee will receive 70% or the supplements referred to above during that longer period. This also applies if the employer and the employee have jointly submitted a request for an extension of the waiting period.

Partially incapacitated for work after two years

After the period of continued salary payment as described above, the salary of the partially incapacitated employee, who therefore works partially and not on the basis of occupational therapy, is determined on the basis of the classification of the position the employee held when the employee resumed work and in proportion to the number of hours the employee worked. This is based on the number of years of experience of the employee in their (old) scale.

On resumption of work in the employee's own position, the corresponding salary scale is maintained and the salary associated with this position is determined in proportion to the number of hours the employee works.

End of the supplement

The supplement ends at the moment and during the period that the employee loses the right to continued salary payment and when the employment contract with the employee is terminated.

8.3.3. Salary and pension accrual

The salary mentioned in [8.3.2](#) is the fixed annual salary including holiday allowance (see [3.4.1](#)), the annual allowance (see [3.3](#)) and any compensation for shift work (see [3.4.5](#)).

Pension accrual during the first two years of illness takes place on the last salary earned, insofar as this is legally and tax-wise possible.

Pension accrual from the third year of illness is based on actual income.

8.3.4. Other conditions

The employee receives a benefit as mentioned in [8.3.2](#) under the condition that the benefit on the basis of the Wulbz (Continued Payment of Wages in the event of Illness (Extension) Act), WIA or WW is transferred to the employer.

Contrary to Article 7:629 of the Dutch Civil Code, the benefits and supplementary benefits referred to in [8.3.2](#) are reduced by the amount for which the employee, on the basis of a statutory provision, can hold a third party liable for the employee's illness.

When the employee transfers all rights and claims against that third party up to the amount of the benefits mentioned in [8.3.2](#) to the employer, the employee will receive an advance payment on this compensation up to a maximum of the amount of these benefits.

The supplement mentioned in [8.3.2](#) is terminated as soon as the employee loses the right to continued payment or to a benefit due to illness.

Chapter 9 - Other employment conditions

This chapter sets out the other employment conditions.

9.1. Moving expenses

When an employee has to move at the employer's request, the employer pays the usual and relevant costs of, for example, transport. In addition, the employer will, in all reasonableness and fairness, reimburse all other necessary costs incurred by the employee in connection with this move.

9.2. Benefit in case of death

On the death of the employee, any surviving dependants will jointly receive a benefit. This net payment is equal to three times the monthly salary as applicable on the day of death, including holiday allowance and annual payment. Surviving dependants are: the partner from whom the employee was not permanently separated, or, if there is no partner, the minor legal or natural children.

The benefit referred to under Article 7:674 of the Dutch Civil Code is included in this payment, as well as under any other provisions of statutory health and occupational disability insurances.

9.3. WW and WGA supplements

The parties have agreed to supplement the third unemployment (WW) year and the Resumption of Work for Partially Disabled Workers (WGA) in accordance with the Social Agreement arrangements.

The contributions for the supplement to the third WW year and the WGA premiums are paid by employees.

9.4. ANW

Employers are recommended to offer a facility that will allow employees to insure themselves to the benefit of their surviving dependants in case the Surviving Dependants Act (ANW) does not apply.

If the employee makes use of this facility, the premium is, in principle, borne by the employee.

Chapter 10 - Facilities for trade unions

This chapter sets out the facilities for trade unions that are a party to the Collective Agreement (see [1.1](#)).

10.1. General

The company agrees arrangements and rules of procedures on trade union facilities (see [10.2](#)) with employees who are members of a trade union (see [1.1](#)).

If a trade union has chosen a formal organisational form for its activities within the company, it must inform the employer accordingly, indicating how this formal body is composed.

Facilities relate to communication and consultation between the members of the trade union and the formal body, if any, and between the members and executives of the trade union.

Trade union executives may visit the company within the context of prior agreements made in this respect with the employer.

Contact between the trade union and the employer and its representatives takes place through the trade union executives.

10.2. Facilities

Trade union facilities include publication facilities, post and meeting facilities made available by the employer.

Trade union activities in the company and the use of facilities must not disrupt the smooth running of the company.

Publication and communication options

Provide publication facilities:

- for business and information announcements concerning the company or industry;
- to announce the names of trade union representatives or their contact persons;
- to announce trade union meetings;
- to publish summary records of those meetings;
- to nominate members for the Works Council.

These publications, if appropriate, can also be sent via the in-house e-mail system.

The employer receives the publications for information purposes.

Provide opportunities to disseminate information to trade union representatives or their contact persons.

Meeting facilities

Provide meeting time and conference rooms in the company for meetings of trade unions with their members.

Provide conference rooms in the company for meetings outside office hours with trade unions and their members. If possible, conference rooms could also be made available at lunchtime.

10.3. Legal protection

The employer ensures that representatives of the trade union in the company (see [1.1](#)) are not prejudiced by their position as an employee as a result of their trade union work. The mutual compliance with the rights and obligations under the employment contract is not affected by their work as a trade union representative.

10.4. Trade union leave

An employee who is a member of the board of a trade union or who is a delegate of a section of a trade union is entitled, insofar as the work permits this, to at most ten days of paid leave each year to attend trade union meetings.

An employee who is a member of a trade union is entitled, insofar as the work permits this, to a maximum of six days of paid leave each year to attend courses organised by or on behalf of the trade union, if the employers believe that the course is also of direct interest to the company and the leave was applied for in good time.

Trade union leave may be taken in whole days and in parts of a day.

10.5. Trade union contribution

Where possible, the employer will cooperate in the tax-friendly payment of trade union contributions.

Chapter 11 - Specific employment conditions for field staff

11.1. Employment contract and working hours

The employment contract of a field staff member is characterised by employment conditions that partly depend on objectives, performance or on both.

In addition, indicative individual working hours are included because the hourly wage and the number of holiday and leave hours are based on these. The indicative working hours of a full-time field staff member is 40 hours a week. Different working hours may be customary at an individual employer.

The provisions on normal working hours (see 1.1.), compensation for working on Saturdays (see 3.4.2.) and compensation for shift work (see 3.4.5. and 4.2.5.) do not apply to the field staff member.

11.2. Reward

The salary scales mentioned in [3.2.1.](#) do not apply to field staff because their salary is a combination of fixed and variable salary.

Field staff are not entitled to the annual payment.

Holiday allowance

In addition to the holiday allowance provided for in Article [3.4.1.](#), field staff receive as holiday allowance 8% of the variable income paid out in the previous year.

Fixed cost reimbursement

The employer regularly, and at least once a year, checks whether there is reason to adjust the existing fixed expense allowances in line with changes in the price level of the costs for which these allowances are granted.

11.3. Holidays

Instead of what is regulated in Article [4.3.1.](#), full-time field staff are entitled to 160 statutory holiday hours a year and 52 holiday hours a year in excess of the statutory entitlement. This number of days includes 1.5 days' holiday due to the right to special leave that lapsed on 1 January 2001.

11.4. Flexible working conditions

In addition to the supplementary criteria in Article 7.4., field staff may purchase a maximum of ten days' holiday for each calendar year. A request for such purchase must be made at least three months in advance. A proportional part of the salary is withheld for each purchased holiday day, which is calculated as follows: $0.44\% \times 1.08 \times$ the fixed annual salary. The purchase of holidays does not affect other employment conditions, such as pensionable salary.

11.5. Supplement in the event of incapacity for work

For field staff, the salary referred to in Article 8.3.3. includes the variable income in the year before the incapacity for work, with the exception of amounts paid out on an incidental or exceptional basis, and excludes the annual payment.

11.6. Payment in the event of death

In the event of death of a field staff member, the benefit mentioned in Article 9.2. includes 3/12 of the variable income received in the preceding year, with the exception of amounts paid that are incidental or of an exceptional nature, and excludes the annual payment.

11.7 Transitional arrangement for working hours of older employees

Contrary to Article [4.1.3.](#) and [Annex 4.1.3.](#), the transitional arrangement in [Annex 11.7.](#) applies to field staff who were born before 1 January 1955 and were employed on 1 January 2010.

11.8. Transitional holiday arrangements

For field staff who were employed on 1 January 2010 with an employer to whom the collective agreement (for office or field staff) applies, the regulation referred to in Annex [11.8.](#) applies instead of Article [11.3.](#) and [Annex 4.3.1.](#)

11.9. Pensionable salary

Contrary to the definition used in Annex 5.1.1, the pensionable income of the field staff member is as follows (Average salary scheme), Annex 5.2. (CDC scheme) and Annex 5.3. (IDC scheme): 12 times the fixed monthly salary, plus the variable income and holiday allowance paid out in the year before the reference date.

Annex 1.6. Rules of Procedure of the Joint Collective Agreement Committee

1. Role of the Committee

If an employer and an employee disagree about the interpretation or application of the Collective Agreement, the matter may be referred to the Committee. If a party to a collective agreement believes that the Collective Agreement is not being interpreted or applied correctly, it may also refer the matter to the joint Collective Agreement Committee. The Committee's task is to decide on the matter.

In addition, the Committee has a task by which this is explicitly provided for in a collective agreement article. The Committee also pronounces on requests for dispensation of Collective Agreement articles, insofar as dispensation can be granted for them, except in the case of pensions, see 5.1.6.

2. Composition of the Committee

The Committee consists of a maximum of four members appointed by the employers' organisation and a maximum of four members appointed by the trade unions.

The parties will cast an equal number of votes regardless of the number of Committee members present. At least two members on behalf of the employers' organisation and at least two members on behalf of the trade unions must be present to be able to deal with a matter and reach a decision.

The members are appointed to the Committee for the duration of the collective agreement plus twelve months. Interim vacancies are filled within one month.

The meeting is alternately chaired by a Committee member on behalf of the employers and a Committee member on behalf of the trade unions. Every six months, a different person chairs the meeting, with the representative of the trade unions being the chair for the first six months and the representative of the employers' organisation for the second six months.

The Committee is supported by an official secretary.

3. Secretariat

Requests for a decision on a difference of interpretation or requests for dispensation must be submitted to the Committee's secretariat, located at the employers' organisation at Bordewijklaan 2, P.O. Box 93450, 2509 AL The Hague.

4. Procedure in the event of differences of interpretation

Requests may be submitted to the Committee's secretariat by an employer or employee, or by the employers' organisation or one or more trade unions. This can be sent to the [collective agreement secretariat](#).

If the request is submitted by an employers' organisation/employer or by an employee/trade union, which party must first inform the other party in writing of this request. The other party must acknowledge receipt of this information. Subsequently, the employer and employee have fourteen days to resolve the matter by mutual agreement.

If no solution is reached within those 14 days, the request may be referred to the Committee.

The request must in any event include:

- the applicant's name and address;
- the other party's name and address;
- a clear description of the subject on which there is a difference of interpretation and any explanations;
- a copy of the information forwarded to the other party.

The Committee confirms the date of receipt of the request to both parties.

The Committee asks the other party to provide a written response to this request. The written response must be submitted to the Committee by the other party within 14 days of its request. If necessary, the Committee will hold a hearing at which the applicant and the other party may be heard.

The Committee decides on the matter as soon as possible and at the latest within three months of the date of receipt of the request. If necessary, this period may be extended by a maximum period of one month. The decision is binding on, and will be forwarded to, both parties.

If one or more members of the Committee itself are a party to a difference of interpretation, they cannot take part in the handling of the request. They may, however, be replaced.

5. Procedure for dispensation requests

An employer may submit a request for dispensation to the Committee in writing and by registered letter. The request must explain for which article or articles dispensation is requested and the reasons for this.

The Committee confirms the date of receipt of the dispensation request.
The Committee gives the employer the opportunity to explain the dispensation request orally.

The Committee decides on the matter as soon as possible and at the latest within three months of the date of receipt of the dispensation request. If necessary, this period may be extended by a maximum period of one month. The decision is binding on, and will be forwarded to, both parties.

6. A tied vote

If the Committee has an equal number of votes in favour and against when deciding on a dispute or dispensation, a second Committee meeting will be held. If the vote is still tied, the Committee does not decide on the matter and states that there was a tied vote.

Table 3.2.1.A. – Salary Scales Collective Insurance Company Office Staff on 1 February 2020

Years of experience	Group 1		Group 2		Group 3		Group 4	
	Minimum	Max. aver.	Minimum	Max. aver.	Minimum	Max. aver.	Minimum	Max. aver.
0	€23,711	€24,349	€23,952	€25,370	€24,670	€25,846	€25,315	€26,643
1	€23,840	€24,687	€24,169	€26,136	€25,337	€27,289	€26,216	€28,189
2	€24,008	€25,024	€24,427	€26,790	€25,967	€28,391	€27,199	€29,624
3	€24,162	€25,329	€24,636	€27,423	€26,416	€29,392	€28,189	€30,986
4	€24,314		€24,848	€27,917	€26,988	€30,212	€29,022	€32,307
5	€24,468		€25,113	€28,463	€27,515	€31,065	€29,841	€33,556
6			€25,267	€28,939	€28,059	€31,904	€30,535	€34,708
7					€28,424	€32,604	€31,171	€35,801
8					€28,827	€33,344	€31,886	€36,941
9					€29,230	€33,957	€32,420	€37,953
10	€24,771				€29,616	€34,424	€32,928	€38,896
11							€33,474	€39,774
12							€33,990	€40,733
13							€34,424	€41,513

Table 3.2.1.B. - Youth wage salary scale per 1 February 2020

Age	Group ML	Group J	Group J1 Min	Group J2 Min.	Group J3 Min.
17	€ 7,838	€ 10,466	€ 13,111	€ 13,350	
18	€ 9,922	€ 12,216	€ 14,882	€ 15,125	
19	€ 11,906	€ 13,955	€ 16,630	€ 16,865	
20	€ 15,875	€ 16,252	€ 18,419	€ 18,644	
21	€ 19,844	€ 19,844	€ 20,182	€ 20,416	€ 22,922

Group ML: Amounts in this scale are the statutory minimum wage on 1 July 2020. Adjustments to the amounts shown in this scale are made when the statutory minimum wage changes. The amounts in this group have been rounded up to prevent conflict with the Minimum Youth Wages Act.

Group ML is intended for members in work experience places with an education level lower than higher vocational education (HBO).

From the age of 22 upwards, the maximum salary paid is €19,844. Members in work experience places with an education level of higher vocational education or higher are paid in accordance with the amounts in Group Y.

From the age of 21, the maximum salary is the amount applicable to the age of 21, including all compensation amounts and excluding holiday allowance.

The maximum average does not apply to employees between the ages of 17 and 21. The minimum hourly wage for overtime is €13.44.

Annex 4.1.3. Transitional arrangement for working hours of older employees

These transitional arrangements are intended for employees born before 1 January 1955 and who were employed on 1 January 2010, referred to in this Annex as "older employees".

Working less

The older employees may agree with the employer to work an additional 104 hours less per year from the year in which they turn 59. The Collective Agreement employment conditions that are related to working hours will then be adjusted proportionally. This involves salary, holiday allowance, annual payment, pension, and holidays. However, company-specific arrangements are not adjusted to the changed working hours.

Working hours reduction

The older employee is entitled to the next reduction in working hours:

- In the year they turn 60: 2 hours a week;
- In the year they turn 61: 3 hours a week;
- From the year they turn 62: 4 hours a week.

This reduction in working hours applies to full-time employees. For part-time employees this is on a pro-rata basis.

Combination of working less and working hours reduction

When the employee combines less work with working hours reduction, this gives the working hours as shown in table 4.1.3.

Table 4.1.3. Working hours older employees

Age	Number of hours less work	Hours of working time reduction	Total hours less	Working hours per week
59 years	4	0	4	34
60 years	4	2	6	32
61 years	4	3	7	31
62 years and older	4	4	8	30

Conditions

The reduction in working hours is recorded in hours a day or in hours a week. In incidental cases, the employee may, in consultation with the employer, choose a different arrangement when company circumstances allow so.

If the employee is fully or partially incapacitated for work and during holidays there is no entitlement to a reduction in working hours.

If the employee has reduced the number of working hours, this must not lead to a reduction in the level of employment.

Annex 4.3.1. Transitional holiday arrangement

For employees who were employed on 1 January 2010 with an employer to whom the collective agreement (for office and field staff) applies, the regulation in this Annex applies instead of the first paragraph of Article 4.3.1.

On and after 1 December 2009, these employees are entitled to the following paid holiday hours according to this sliding scale:

- | | |
|--|-----------|
| – employees up to the age of 34: | 200 hours |
| – employees from 35 up to and including 44 years of age: | 208 hours |
| – employees from 45 up to and including 54 years of age: | 216 hours |
| – employees aged 55 and over: | 224 hours |

Starting on 1 January 2010, employees can make a maximum of two steps in the sliding scale. The allocated number of holiday hours will no longer be adjusted based on age.

For the determination of the age, the age the employee has reached on 1 January of the year in question applies.

If the employee switches to another employer to whom this Collective Agreement applies, the arrangement in this Annex will lapse. Article 4.3.1. then applies from the time the employee joins the new employer.

However, the rules in this Annex will continue to apply if employees switch to another employer to whom this Collective Agreement applies, when:

- they were 50 years or older on 1 January 2010, or
- the change of employer is demonstrably and directly the result of the termination of employment on the initiative of the employer in the context of a collective dismissal or on the basis of a redundancy scheme and the employees immediately start working for the new employer. The employee must report and demonstrate to the new employer that this scheme applies.

Annex 5.1.1. Average pay scheme

This Annex describes the characteristics of the average pay scheme as referred to in Article 5.1.1.

Members

Members are employees aged 18 and over.

Effective date

Before an employee is included in the scheme, there is a waiting period of two months. After this period, the employee is included in the scheme with retroactive effect from the date of commencement of employment, but no earlier than the first day of the month in which they reach the age of 18.

During the waiting period, partner's pension and orphan's pension are covered on a risk basis.

Target retirement age

The target retirement age is the first day of the month in which the member reaches the age of 68.

Early retirement

The member can choose to retire earlier than the target retirement age. In that case, the member must inform the employer at least six months before the chosen retirement date.

If the member retires early, the amount of the pension is reduced by actuarially neutral calculations based on the probability systems and actuarial interest rates which are the basis for the financing of the pension scheme.

End of employment contract on retirement date

The employment contract with the employee ends automatically by operation of law, without further notice being required, on the commencement date of the retirement pension chosen by the employee, but no later than on the day on which the employee reaches the age on which the employee becomes entitled to state pension (AOW).

Part-time pension

The member can choose to retire part-time. This is subject to the same provisions as early retirement.

Pensionable income

The pensionable income is 12 times the fixed monthly salary including holiday allowance.

The maximum pensionable income is €88,199.62 (2020). This amount is indexed annually with the wage development of the Collective Agreement in the previous calendar year.

The reference date for determining pensionable income is 1 January.

Deductible

The deductible as of 1 January 2020 is €14,400.01. This amount will be indexed annually on 1 January with the wage development of the Collective Agreement in the previous calendar year.

Pensionable salary

The pensionable salary is the pensionable income minus the deductible.

The reference date for the determination of the pensionable salary is 1 January.

For part-time employees, the pensionable salary is calculated on a pro-rata basis.

Old-age pension

The old-age pension is based on an indexed average pay system. The accrual is 1.75% of the pensionable salary for the year in question.

This pension starts on the first day of the month in which the member turns 68.

Partner's pension

The partner's pension is 60% of the projected old-age pension. This pension starts on the first day of the month in which the current or former member dies.

Partner's pension is also accrued for single persons, and can be converted into a retirement pension.

Orphan's pension

The orphan's pension for each child is a maximum of 14% of the total retirement pension accrued. For full orphans, this percentage is doubled. The orphan's pension for all children jointly may not exceed a maximum total of 70% of the projected old-age pension.

The orphan's pension is paid until the first day following the month in which the child no longer meets one of the following criteria:

- the child is under the age of 18;
- the child is under 27 years of age and cannot, due to illness or disability, earn more than 55% of what a comparable healthy peer can earn; this must be evidenced by a declaration from the *Wajong* benefit agency (a benefit agency under the Work and Employment Support (Young Disabled Persons) Act);
- the child is under 27 years of age and is not yet able to work because the child is attending a full course of study or vocational training.

The orphan's pension starts on the first day of the month in which the member dies.

Pension limitation

If the member's partner is more than ten years younger than the member, the partner's pension is reduced by 1.1% of the old-age pension for each full year that the age difference is greater than ten years.

If the member has opted to convert the (notional) accrued partner's pension into a higher old-age pension or early retirement, there is no longer any entitlement to a partner's pension, even if the member subsequently has a partner.

Options

Within tax limits, members have the following options, in addition to early retirement and part-time retirement:

Conversion of old-age pension and partner's pension

Members may choose to convert all or part of the accrued partner's pension into a higher old-age pension at retirement age. Conversely, they can choose to convert all or part of the accrued old-age pension into a higher partner's pension. The member must communicate this choice to the employer at least one year before the target retirement age.

Medical guarantees are not required for these conversions. However, the consent of the partner is required when converting a partner's pension into a higher old-age pension. The member is responsible for providing correct information about this. If the member has given incorrect information or has been negligent in this respect, the pension consequences are at the member's expense and risk.

High-low pension and retirement savings

Members can agree a high-low pension with the pension provider in an actuarially neutral manner on the retirement date.

Members can save extra pension to make up for any pension shortfall.

Occupational disability pension

The disability pension lapsed on 31 December 2005., except for members who became ill before 1 January 2004 and to whom the Occupational Disability Insurance Act (and underlying legislation and regulations)

applies and continues to apply. For these members, the relevant provisions in the Incapacity for Work Pension from the 2003-2004 Collective Agreement continue to apply.

Concurrence

If the member is eligible for a benefit under the WIA or WAO and for any supplementary benefit on the grounds of an incapacity for work insurance, the member's pension is reduced by the total of these benefits.

The member must immediately inform the employer of the creation or modification of entitlement to the above-mentioned benefits.

Increase of pensions with a supplement (indexation)

The employer's ambition is to annually increase the accrued pension entitlements of current and former members as well as the pensions of pensioners with a conditional supplement with effect from 1 January.

If the pension scheme is an insured scheme, the supplement is financed from the resources that arise from agreements with the pension provider that are aimed at the aforementioned ambition. Examples are financing from available excess interest or interest rate discounts.

If the pension scheme is placed with a pension fund, the supplement, in accordance with the regulations of the fund, also depends on the funding ratio. The funding ratio is the policy coverage ratio of the sector pension fund or company pension fund or of the circle of a general pension fund.

Continued pension accrual in the event of incapacity for work

The pension accrual is continued on a non-contributory basis in the event of incapacity for work. The accrual takes place on the difference between the income that the member had immediately before their full or partial incapacity for work and the income, including any supplements from the employer, that they receives on account of their full or partial incapacity for work.

The pensionable income is adjusted in line with the wage development of the Collective Agreement, see Article 3.2.2.

Annex 5.1.6. Regulations of the Pensions Dispensation Committee

1. Secretariat

Requests and notifications in the context of procedures provided for in sections 3, 4 and 5 of these Regulations must be submitted to the [secretariat of the Committee](#), located at the employers' organisation at Bordewijklaan 2, P.O. Box 93450, 2509 AL The Hague.

2. Composition of the Committee

The Committee consists of a maximum of four members appointed by the employers' organisation and a maximum of four members appointed by the trade unions.

The parties cast an equal number of votes regardless of the number of Committee members present.

The members are appointed to the Committee for the duration of the collective agreement plus twelve months. Interim vacancies must be filled within one month.

If necessary, the parties may appoint an independent chair.

The Committee is supported by an official secretary.

3. Procedure for dispensation requests

An employer may submit a request for dispensation, as referred to in Article 5.1.6, to the Committee in writing by registered letter. The request must explain the reasons for dispensation.

When this employer has set up a Works Council based on the WOR, the employer must add to the dispensation request a written proof that the Works Council has agreed to the request. If this proof is missing, the dispensation request will not be dealt with.

The Committee confirms the date of receipt of the dispensation request.

The Committee gives the employer the opportunity to explain the dispensation request orally.

The Committee issues a binding decision within two months of the date of receipt of the dispensation request. If necessary, this period may be extended by a maximum of two months. The decision of the Committee is forwarded to the employer.

4. Procedure to replace average pay scheme or CDC scheme by IDC scheme

If an employer intends to replace the average pay scheme or the collective defined contribution (CDC) scheme with an individual defined contribution (IDC) scheme, the employer must report this to the secretariat at the start of the replacement process.

As soon as the IDC scheme has been adopted, the employer must inform the secretariat.

If it appears that the employer has failed to inform the secretariat in good time that the employer intended to switch to an IDC scheme, the employer must still do so. In that case, the Committee is authorised to assess the content and establishment of the IDC scheme and, if applicable, to declare that it is in accordance with the collective agreement.

5. Procedure for (temporary) non-implementation

On the basis of Article 5.1.3, the employer referred to in Article 5.1.3 may request dispensation for the implementation of the average pay scheme or CDC scheme in writing by registered letter. The request must explain the reasons for dispensation.

When this employer has set up a Works Council on the basis of the WOR, the employer must add to the dispensation request a written proof that the Works Council has agreed to the request. If this proof is missing, the dispensation request will not be dealt with.

The Committee confirms the date of receipt of the dispensation request.

The Committee gives the employer the opportunity to explain the dispensation request orally.

The Committee issues a binding decision within two months of the date of receipt of the dispensation request. If necessary, this period may be extended by a maximum of two months. The decision of the Committee is forwarded to the employer.

Annex 5.2. CDC scheme

This Annex describes the characteristics of the CDC scheme as referred to in Article 5.2.

It must be explicitly stated in the pension regulations that the annual accrual percentage can be reduced if necessary for this scheme.

Members

Members are employees aged 18 and over.

Effective date

Before an employee is included in the scheme, there is a waiting period of two months. After this period, the employee is included in the scheme with retroactive effect from the date of commencement of employment, but no earlier than the first day of the month in which the employee reaches the age of 18. During the waiting period, partner's pension and orphan's pension are covered on a risk basis.

Retirement age

The target retirement age is the first day of the month in which the member reaches the age of 68.

Early retirement

Members can choose to retire earlier than the retirement age. In that case, they must inform the employer at least six months before the retirement date selected by the member.

If the member retires early, the amount of the pension is reduced by actuarially neutral calculations based on the probability systems and actuarial interest rates which are the basis for the financing of the pension scheme.

End of employment contract on retirement date

The employment contract with the employee ends by operation of law, without further notice being required, on the commencement date of the retirement pension chosen by the employee, but no later than on the day on which the employee reaches the age on which the employee becomes entitled to state pension (AOW).

Part-time pension

The member can choose to retire part-time. This is subject to the same provisions as early retirement.

Pensionable income

The pensionable income is 12 times the fixed monthly salary including holiday allowance.

The maximum pensionable income is €88,199.62 (2020). This amount is indexed annually with the wage development of the Collective Agreement in the previous calendar year.

The reference date for determining pensionable income is 1 January.

Deductible

The deductible on 1 January 2020 is €14,400.01. This amount will be indexed annually on 1 January with the wage development of the Collective Agreement in the previous calendar year.

Pensionable salary

The pensionable salary is the pensionable income minus the deductible.

The reference date for the determination of the pensionable salary is 1 January.

For part-time employees, the pensionable salary is calculated on a pro-rata basis.

Old-age pension

The old-age pension is based on an indexed average pay system. The accrual is 1.75% of the pensionable salary in the year in question.

The old-age pension starts on the first day of the month in which the member turns 68.

Partner's pension

The partner's pension is 60% of the payable retirement pension. This pension starts on the first day of the month in which the current or former member dies.

Partner's pension is also accrued for single persons, and can be converted into a retirement pension.

Orphan's pension

The orphan's pension for each child is a maximum of 14% of the total retirement pension to be accrued. For full orphans, this percentage is doubled. The orphan's pension for all children jointly may not exceed a maximum total of 70% of the projected old-age pension.

The orphan's pension will be paid until the first day following the month in which the child no longer meets one of the following criteria:

- the child is under the age of 18;
- the child is under 27 years of age and cannot, due to illness or disability, earn more than 55% of what a comparable healthy peer can earn; this must be evidenced by a declaration from the *Wajong* benefit agency;
- the child is under 27 years of age and is not yet able to work because the child is attending a full course of study or vocational training.

The orphan's pension starts on the first day of the month in which the member dies.

Pension limitation

If the member's partner is more than 10 years younger than the member, the partner's pension is reduced by 1.1% of the old-age pension for each full year that the age difference is greater than 10 years.

If the member has opted to convert the (notional) accrued partner's pension into a higher old-age pension or early retirement, there is no longer any entitlement to a partner's pension, even if the member subsequently has a partner.

Options

Within tax limits, members have the following options, in addition to early retirement and part-time retirement:

Conversion of old-age pension and partner's pension

Members may choose to convert all or part of the accrued partner's pension into a higher old-age pension at the target retirement date. Conversely, they can choose to convert all or part of the accrued old-age pension into a higher partner's pension. The member must communicate the choice to the employer at least one year before the retirement date.

Medical guarantees are not required for these conversions. However, the partner's consent is required to convert a partner's pension into a higher old-age pension. The member is responsible for providing correct information about this. If the member has given incorrect information or has been negligent in this respect, the pension consequences are at their expense and risk.

High-low pensions and retirement savings

Members can agree a high-low pension with the pension provider in an actuarially neutral manner on the retirement date.

Members can save extra pension to make up any pension shortfall.

Occupational disability pension

The disability pension lapsed on 31 December 2005. This does not apply to members who became ill before 1 January 2004 and to whom the Occupational Disability Insurance Act (and underlying legislation and

regulations) applies and continues to apply. For these members, the relevant provisions of the Incapacity for Work Pension from the 2003-2004 Collective Agreement continue to apply.

Concurrence

If members are eligible for a benefit under the WIA or the WAO and for any supplementary benefit on the grounds of an incapacity for work insurance, their pension is reduced by the total of these benefits.

Members must immediately inform the employer of the creation or modification of entitlement to the above-mentioned benefits.

Increase of pensions with a supplement (indexation)

The employer's ambition is to annually increase the accrued pension entitlements of current and former members as well as the pensions of pensioners with a conditional supplement with effect from 1 January.

If the pension scheme is an insured scheme, the supplement is financed from the resources that arise from agreements with the pension provider that are aimed at the aforementioned ambition. Examples are financing from available excess interest or interest rate discounts.

If the pension scheme is placed with a pension fund, the supplement, in accordance with the regulations of the fund, also depends on the funding ratio. The funding ratio is the policy coverage ratio of the sector pension fund or company pension fund or of the circle of a general pension fund.

Continued pension accrual in the event of incapacity for work

The pension accrual is continued on a non-contributory basis in the event of incapacity for work. The accrual takes place on the difference between the income that the member had immediately before their full or partial incapacity for work and the income, including any supplements from the employer, that they receive on account of their full or partial incapacity for work.

The pensionable income is adjusted in line with the wage development of the Collective Agreement, see Article 3.2.2.

Annex 5.3. IDC scheme

This Annex describes the characteristics of the IDC scheme as referred to in Article 5.3.

Members

Members are employees aged 18 and over.

Effective date

Before an employee is included in the scheme, there is a waiting period of two months. After this period, the employee is included in the scheme with retroactive effect from the date of commencement of employment, but no earlier than the first day of the month in which the employee reaches the age of 18. During the waiting period, partner's pension and orphan's pension are covered on a risk basis.

Retirement age

The retirement age is the first day of the month in which the member reaches the age of 68.

Early retirement

Members can choose to retire earlier than the retirement age. In that case, they must inform the employer at least six months before the retirement date selected by the member.

End of employment contract on retirement date

The employment contract with the employee ends automatically by operation of law, without further notice being required, on the commencement date of the retirement pension chosen by the employee, but no later than on the day on which they reach the age on which they become entitled to state pension (AOW).

Part-time pension

The member can choose to retire part-time. This is subject to the same provisions as early retirement.

Pensionable income

The pensionable income is 12 times the fixed monthly salary including holiday allowance.

The maximum pensionable income is €88,199.62 (2020). This amount is indexed annually with the wage development of the Collective Agreement in the previous calendar year.

The reference date for determining pensionable income is 1 January.

Deductible

The deductible on 1 January 2020 is €14,400.01. This amount will be indexed annually on 1 January with the wage development of the Collective Agreement in the previous calendar year.

Pensionable salary

The pensionable salary is the pensionable salary minus the deductible.

The reference date for the determination of the pensionable salary is 1 January.

For part-time employees, the pensionable salary is calculated on a pro-rata basis.

Pension capital

The capital to be accrued for pension is based on an individual defined contribution scheme with a sliding scale containing the minimum contribution rate for each age category. This minimum contribution rate is based on a 1.85% DC scale with an accrual rate of 1.75%. For the sliding scale, see table 5.3.

Table 5.3. - IDC-sliding scale

Age group	Available premium
18 - 19 year	12.86%
20 - 24 year	13.72%
25 - 29 year	15.06%
30 - 34 year	16.55%
35 - 39 year	18.18%
40 - 44 year	19.99%
45 - 49 year	22.03%
50 - 54 year	24.32%
55 - 59 year	27.01%
60 - 64 year	30.29%
65 - 68 year	33.52%

Partner's pension

The partner's pension in the event of the member's death before the retirement age is insured on a risk basis and is, based on average pay, equal to:

- a. The sum of the results of the annual calculation of 1.225% of the pensionable salary for each year of service with the employer up to the first day of the year in which the member died, plus
- b. 1.225% of the pensionable salary for the year of death multiplied by the number of years of service up to the pensionable age.

The employer can choose to arrange the partner's pension on the basis of final salary instead of average salary. This requires the approval of the Works Council or another formal controlling body within the organisation.

Even then, the partner's pension remains insured on a risk basis, but it amounts to 1.16% per year of service, multiplied by the total number of years of service with this employer up to the pensionable age and by the pensionable salary applicable on 1 January of the year in which the member died.

At the retirement age, the member can choose to convert part of the accrued capital into a partner's pension.

The partner's pension starts on the first day of the month in which the current or former member dies.

Orphan's pension

The orphan's pension in the event of the member's death before the retirement age is insured on a risk basis and, on the basis of average pay, each child receives as a maximum amount:

- a. the sum of the results of the annual calculation of 0.245% of the pensionable salary for each year of service with the employer up to the first day of the year in which the member died, plus
- b. 0.245% of the pensionable salary for the year in which death occurs multiplied by the number of years of service up to the pensionable age.

The employer can choose to arrange the orphan's pension on the basis of final salary instead of average salary. This requires the approval of the Works Council or another formal controlling body within the organisation.

Even then, the orphan's pension remains insured on a risk basis, but it amounts to 0.232% for each year of service, multiplied by the total number of years of service with this employer up to the pensionable age and by the pensionable salary applicable on 1 January of the year in which the member died.

For full orphans, this percentage is doubled. In total, orphans' pension for all children jointly amount to a maximum of 70% of the prospective old-age pension.

The orphan's pension is paid until the first day of the month in which the child no longer meets one of the following criteria:

- the child is under the age of 18;
- the child is under 27 years of age and cannot, due to illness or disability, earn more than 55% of what a comparable healthy peer can earn; this must be evidenced by a declaration from the Wajong benefit agency;
- the child is under 27 years of age and is not yet able to work because the child is attending a full course of study or vocational training.

The orphan's pension starts on the first day of the month in which the member dies.

Options

Within tax limits, members have the following options to purchase a pension, in addition to early retirement and part-time retirement:

Old-age pension and partner's pension ratio

As a standard, capital is accrued for the purchase of old-age pension and partner's pension in the ratio 100:70. For single persons, the partner's pension is automatically exchanged for a higher old-age pension. Members with a partner can choose to adjust the ratio between old-age pension and partner's pension at retirement age.

If the member wishes to make this adjustment, the partner's agreement is required. It is the member's own responsibility to provide correct information about this. If the member has given incorrect information or has been negligent in doing so, the pension consequences are at their own expense and risk.

Saving high-low pensions and pension capital

Members can agree a high-low pension with the pension provider in an actuarially neutral manner on the retirement date.

Members can save additional pension capital to cover any pension shortfall.

Investing after retirement date and variable benefits

Members can choose to continue investing after the retirement date.

Members can opt for variable benefits.

Occupational disability pension

The disability pension lapsed on 31 December 2005, except for members who became ill before 1 January 2004 and to whom the Occupational Disability Insurance Act (and underlying legislation and regulations) applies and continues to apply. For these members, the relevant provisions on the Incapacity for Work Pension from the 2003-2004 Collective Agreement continue to apply.

Concurrence

If the member is eligible for a benefit under the WIA or the WAO and for any supplementary benefit on the grounds of an incapacity for work insurance, the member's pension is reduced by the total of these benefits.

The member must immediately inform the employer of the creation or modification of entitlement to the above-mentioned benefits.

Continued pension accrual in the event of incapacity for work

The pension accrual is continued on a non-contributory basis in the event of incapacity for work. The accrual takes place on the difference between the income that members had immediately before their full or partial incapacity for work and the income, including any supplements from the employer, that they receive on account of their full or partial incapacity for work.

The pensionable income is adjusted in line with the wage development of the Collective Agreement, see Article 3.2.2.

Annex 11.7. Transitional arrangement for working hours of older field staff

These transitional arrangements are intended for field staff born before 1 January 1955 who were in service on 1 January 2010, referred to in this Annex as the older worker.

Reducing working hours

The older employee is entitled to a reduction in working hours of 4.5 days for each quarter from the year in which they reach the age of 61.

This reduction in working hours applies to full-time employees. For part-time employees this is proportional.

Conditions

Include working hours reduction

The reduction in working hours is recorded in days for each quarter. In occasional cases, the older employee can, in consultation with the employer, choose a different interpretation when company circumstances allow this.

Supplementary income

If the older employee's variable income decreases in the year in which they have reduced their working hours, the employer will supplement it. The supplement is based on the maximum number of days not worked as a result of the reduction in working hours in relation to the total number of working days in that year.

At the older worker's discretion, this supplement will be linked to:

- a. the variable income earned on average during the two calendar years or during the last calendar year preceding the year in which they turned 58, whichever is more favourable to them, or
- b. the variable income earned on average during the two calendar years or, if this is more favourable for them, during the last calendar year preceding the year in which they receive a reduction in working hours.

Older workers must indicate the choice in good time before the year in which they reach the age of 58. This choice cannot be changed.

Other conditions

If employees are fully or partially incapacitated for work and during holidays they are not entitled to a reduction in working hours.

If the employee has reduced working hours, this must not lead to a reduction in the employees level of employment.

Annex 11.8. Transitional arrangement holiday for field staff

For field staff who were employed on 1 January 2010 with an employer to whom the collective agreement (office and field staff) applies, the regulation in this Annex applies instead of Article [4.3.1](#).

Starting on 1 December 2009, these employees are entitled to the following paid holiday hours according to the following sliding scale:

- | | |
|---|---------|
| – the employee up to the age of 34: | 25 days |
| – the employee from 35 up to and including 44 years of age: | 26 days |
| – the employee from 45 up to and including 54 years of age: | 27 days |
| – the employee aged 55 and over: | 28 days |

As of 1 January 2010, employees can take a maximum of two steps in the sliding scale. The number of holidays granted will then no longer be adjusted on the basis of age.

The employee's age on 1 January of the year in question applies for the determination of the age.

If the employee switches to another employer to whom this Collective Agreement applies, the arrangement in this Annex lapses. If the employee has been reappointed as a field worker art. [11.8](#), applies or otherwise art. [4.3.1](#), applies from the moment the employee starts working for the new employer.

However, the rules in this Annex will continue to apply if the employee switches to another employer to whom this Collective Agreement applies, when:

- the employee was 50 years or older on 1 January 2010, or
- the change of employer is demonstrably and directly the result of the termination of employment on the initiative of the employer in the context of a collective dismissal or on the basis of a redundancy scheme and employees immediately start working for the new employer. Employees must report themselves to the new employer and demonstrate that this arrangement applies.

Annex 12. Comparison table Collective Agreements

Table 12 - Comparison Collective Agreement 2018 - 2019 and Collective Agreement 2020 Page 1			
Collective Agreement Office Staff 2018 - 2019		Collective Agreement 2020	
Art. no.	Subject	Art. no.	Title
1. General conditions			
1.1.	Definition of terms	1.1.	Definitions
		1.2.	Scope
1.2.	General conditions	1.3.	Collective Agreement & ind. empl. contract
		1.4.	Law and Collective Agreement
1.3.	Joint Collective Bargaining Committee	1.6.	Joint Collective Agreement Committee
1.4.	Transitional conditions	1.7.	Transitional provisions
1.5.	Term and amendment of the agreement	1.5.	Term and interim amendments to the Collective Agreement
2. Employment Relationship			
2.1.	Employment and change in group categorisation	2.1.	Individual employment contract
		3.1.	Group classification
2.2.	Suspension	2.6.	Suspension
2.3.	Union activities	Chapter10	Facilities for trade unions
2.4.	Moving house	9.1.	Moving expenses
2.5.	Conscientious objections	2.5.	Conscientious objections
2.6.	Applicant's position		No longer applicable
2.7.	Insurer's Code of Conduct	2.3.	Code of Conduct
3. Working hours			
3.1.	Working hours	4.1.	Working hours
3.2.	Working hours transitional scheme for older employees	4.1.3.	Transitional arrangement for working hours of older employees
3.3.	Working hours framework	4.2.1.	Working hours framework
3.4.	Overtime	4.2.3.	More work
		4.2.4.	Overtime
3.5.	Shift work	4.2.5.	Shift work
3.6.	Holidays	4.3.1.	Holidays
		4.3.2.	Holidays and incapacity for work
3.7.	Bank holidays	4.3.3.	Public holidays
3.8.	Special leave	4.4.1.	Special leave
		10.4.	Trade Union leave
3.9.	Leave for family responsibilities and informal care	4.4.2.	Employment and care leave
3.10.	Leave related to forthcoming retirement	6.4.6.	Preparing for. upcoming retirement

Table 12 - Comparison CLO 2018 - 2019 and Collective Agreement 2020 Page 2

Collective Agreement Office staff 2018 - 2019		Collective Agreement 2020	
Art. no.	Subject	Art. no.	Title
4. Remuneration			
4.1.	Classification into salary groups	3.1. 3.1.1.	Classification into salary groups Classification criteria
4.2.	Introduction of classification system by companies	3.1.2. 3.1.3.	Classification system Transitional arrangement during the implementation of a new classification or remuneration scheme
4.3.	Salary grades and salaries	3.2.1. 3.2.2.	Salary grades Salary increase
4.4.	Compensation for working on a Saturday	3.4.2.	Compensation for working on Saturdays
4.5.	Overtime pay	3.4.3. 3.4.4.	More work pay Overtime pay
4.6.	Shift work pay	3.4.5.	Shift work remuneration
4.7.	Holiday bonus	3.4.1.	Holiday allowance
4.8.	Annual bonus	3.3.	Annual payment
4.9.	Continued salary payment during sickness	8.3.	Continued wage payment during illness
4.10.	Benefit on death	9.2.	Benefit in case of death
4.11.	Remuneration for part-time employees	2.1.3.	Temporary staff
4.12.	Compensation for union contributions	10.5.	Trade union contribution
4.13.	Supplement to third year unemployment benefit and Resumption of work Scheme for the partially disabled (WGA)	9.3.	WW and WGA
5. Flexible employment conditions			
5.1.	Choice system	7.1.	Choice system
5.2.	Principles of choice system	7.2.	Principles
5.3.	Exchanging employment conditions	7.3.	Exchange of employment conditions
5.4.	Supplementary criteria	7.4.	Additional criteria
6. Employment and emancipation			
6.1.	Employment	6.6.	Employment
6.2.	Social policy in the company	6.1. 6.2.	Social policy Principles of sustainable employability
6.3.	Employment and training policy	6.3. 6.4.	Strategic personnel planning and training Individual employability
	Employment projects protocol	6.4.9.	Protocol Employment projects
6.4.	Emancipation	6.5.	Emancipation
6.5.	On-the-job training	6.4.8.	Dual learning

Table 12 – Comparison Collective Agreement 2018 - 2019 and Collective Agreement 2020

Collective Agreement Office Staff 2018 - 2019		Collective Agreement 2020	
Art. no.	Subject	Art. no.	Title
7. Employment conditions			
	Introduction Chapter 7	8.1.	General
	Working conditions policy	8.2.	Employment conditions
7.1.	Computer screens		No longer applicable; see OHS catalogue
7.2.	Environment		No longer applicable; see OHS catalogue
7.3.	Telecommuting	4.2.2.	Time- and location-independent working (TPOW)
8. Pensions			
8.1.	Basic pension scheme	5.1.	Basic pension scheme
8.2.	The Average Remuneration Scheme	5.1.1.	Average Salary Scheme
8.3.	The CDC scheme	5.2.	The CDC scheme
8.4.	The IDC scheme	5.3.	The IDC scheme
8.5.	Transitional arrangements	5.4.	Transitional arrangements
Annex I	Partner other than on the basis of (..)		No longer applicable
Annex II	Joint Collective Bargaining Committee Regulations	Annex 1.6.	Joint CA Committee Regulations
Annex III	A number of guidelines for categorising (...)		No longer applicable
Annex IV	Salary scales	Annex 3.2.1.	Salary scales
Annex V	Transitional arrangement for working hours for elder employees	Annex 4.1.3.	Transitional arrangement for working hours for elder employees
	Transitional arrangement for vacation/holiday	Annex 4.3.1.	Transitional arrangement for holiday
Annex VI	Handbook on the preparation of a Social Annual Report		No longer applicable
Annex VII	Dispensation Pensions Committee Regulations	Annex 5.1.6.	Dispensation Pensions Committee Regulations
Annex VIII	The Average Remuneration Scheme	Annex 5.1.1.	Average Salary Scheme
Annex IX	The CDC scheme	Annex 5.2.	CD scheme
Annex X	The IDC scheme	Annex 5.3.	IDC scheme
Recomm..	Recommendations		
	1. Disclosure of incomes	3.2.4.	Disclosure of incomes
	2. Employee savings scheme	-	No longer applicable
	3. Surviving Dependants Act (Anw)	9.4.	Surviving Dependants Act (Anw)
	4. Introduction of variable remuneration	3.2.3.	Introduction of variable remuneration
	5. Flexible elements of the basic pension scheme	-	No longer applicable