COLLECTIVE AGREEMENTS IN THE METALEKTRO

Notes to reading this collective agreement

The agreement

- This document contains the four collective agreements for the Metalektro:
  - Basic 2024/2025 (the Basic Collective Agreement);
  - Senior Staff 2024/2025 (the Collective Agreement for Senior Staff);
  - The Collective Agreement on Labour Market Policy and Vocational Training 2025;
  - The Early Retirement Scheme 2021/2025.

Provisions displayed in regular type / bold type

- It is possible, within the framework of the Basic Collective Agreement and the Collective Agreement for Senior Staff to conclude a customised collective agreement at group, company, industry or regional level, hereinafter referred to as an 'MB collective agreeement'. For details, see 7.5 of the Basic Collective Agreement and of the Collective Agreement for Senior Staff.
- The provisions of the Basic Collective Agreement and the Collective Agreement for Senior Staff are divided into 'A provisions' (in bold) and 'B provisions' (in regular type). The A provisions (in bold) of those collective agreements may only be deviated from in an MB collective agreement if the derogation is to the advantage of the employees.

Legislation and the collective agreement

- The collective agreement contains occasional references to a specific law. The full text of these laws can be found (in Dutch) at www.overheid.nl.
- The website www.caometalektro.nl provides an explanation (in Dutch) of some provisions of the collective agreement and the legislation that has a bearing on them.

Editorial remarks

- The terms 'article' and 'paragraph' are not used in the context of the provisions of this collective agreement. Instead the contents are divided into numbered chapters (1, 2, 3 etc.), sections (1.2, etc.) and sub-sections (1.1.1 etc.). Where necessary, further subdivisions are identified with letters.
- The use of the term 'he' in this collective agreement refers to both men and women
- For technical reasons the footnotes in the booklet are replaced by a button with an 'i' in it.If the English text or interpretation deviates from the Dutch text or interpretation, the Dutch version prevails.

More information

- If you have any questions regarding its content, please contact one of the parties to the collective agreement
- More information about the financial scheme that constitute part of the Collective Agreement on Labour Market Policy and Vocational Training 2025 can be found at www.ao-metalektro.nl.

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COLLECTIVE AGREEMENT
IN THE METALEKTRO

Basic

2024/2025

Parties to the collective agreement

This collective agreement has been agreed between:

1. FME, Dutch employers' association in the technology industry, hereinafter referred to as the 'employers' association',

and

2. FNV Metaal,
3. CNV,
4. De Unie,

with parties 2 to 4 hereinafter referred to jointly as the 'trade unions'.

Introduction

A. About this collective agreement

On 13 May 2024, the parties to the collective agreements reached an agreement on an update of the collective agreements for the Metalworking and Electrical Engineering Industry (Metalektro). The employers and the trade unions will work on the sector's appeal. They will do this jointly on the basis of the strategic agenda. The collective agreement wages will be increased by 9% in three steps. The collective agreement has a duration of 19 months.

1. Strategic agenda
   The sector faces serious challenges for the future: economic uncertainty, developments in national and international industrial policy, the energy transition, climate policy, geopolitical unpredictability, labour shortages, desired profitability by company owners and shareholders, rapidly changing educational requirements, demands from employees for changes such as greater control over working hours and work-life balance, the sector's appeal in the labour market and the need for companies to maintain the flexibility required to respond effectively to developments and to continue growing.

   The parties to the collective agreements reaffirm the agreements made in the Strategic Agenda for the Metalektro 2022-2027. The agreement to conduct a thorough external investigation of the socio-economic importance of the sector resulted in the report Metalektro: the key to socio-economic success. In response to that report, the social partners are drawing up an action plan designed to raise awareness of the Metalektro sector in all its aspects, at national, international and regional level. One of the aims of the plan is to improve the sector's image.

2. Metalektro, an attractive sector to work in
   The parties to the collective agreement recognise the importance of Metalektro remaining an attractive sector for workers. They have therefore made agreements on salary as well as arrangements such as the Financially Fit scheme, career coaches, training vouchers and the Five Times Better (5xbeter) programme.

3 The parties to the collective agreement wish to continue the joint industry-wide initiatives such as the development of the skills passport, further development of Technohubs, upscaling the Smart Makers Academy, a campaign about informal care in response to the pilot project and a campaign aimed at improving access of women to the sector.

4. In the previous collective agreement the parties to the collective agreement announced an investigation into how the Basic Collective Agreement and the Collective Agreement for Senior Staff might be consolidated. This study will continue during the term of this collective agreement.

5. The parties to the collective agreement will form a committee to make proposals for simplifying the text of the collective agreement with a view to making it more readable and therefore easier to implement.

B. Nature and operation of this collective agreement

The parties to this collective agreement explain below the nature of this collective agreement and present a number of rules for ensuring that the nature of this agreement is preserved and that it operates as intended.

1. The parties to this collective agreement have signed this agreement with the aim of promoting good social relationships in the Metalektro, promoting the welfare of the employees in the company, and increasing the production and productivity in the industry in general.

2. The parties to this collective agreement are aware, however, that many matters concerning labour relations cannot be regulated in the collective agreement but rather must be settled in the individual company, either by the employer or between the employer and the trade unions or the works council, according to the matter to be dealt with.

3. In this respect both recognise the role and responsibilities of the employer and the trade unions. On the one hand, the trade unions acknowledge that within the current social structure only the employer is responsible for determining corporate policy and carries responsibility for implementing it, while on the other hand, the employers' association and its members recognise the trade unions as independent representatives of their members, both at individual and collective level. The trade unions can only carry out this task properly if they are as well informed as possible about matters within the company where the interests of employees are at stake. It is also essential that they have good contact with their members in the company. For these reasons, the members of the employers' association will keep the trade unions as well informed as possible about matters that are important for members of the trade unions.

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

5. The parties to this collective agreement have included a mediation procedure in the collective agreement to be used in the event that it prove impossible to reach agreement through good consultation; the intention is that the parties will only resort to this procedure in very exceptional cases.

6. The parties to this collective agreement recommend that companies, in consultation with the works council, draw up a complaints procedure and that this include the provision that an employee may choose a person to represent him. Once the complaint has been handled through the company procedure, it can still be brought before the trade union for resolution.

7. The parties to this collective agreement reject discrimination in employment and are willing to endeavour to promote equal opportunities for men and women at the workplace. Women's participation in training courses will be promoted. The parties to this collective agreement will periodically review the progress being made in creating equal opportunities.

8. The parties to this collective agreement are committed to promoting an 'à la carte conditions of employment plan' within the company.

C. Employment

The parties to this collective agreement feel that, in light of the economic situation, it is important that attention be paid both to the qualitative and quantitative aspects of employment in the industry.

1. At industry level (within the Consultative Council in the Metalektro; hereinafter also referred to by its Dutch acronym 'ROM') topics of importance to the industry and/or the major sectors within the industry will be discussed. Consultations will take place with the training organisations active within the industry regarding setting up programmes to train students for difficult-to-fill vacancies and to train or retrain employees who are difficult to place.

2. To stimulate the entry of sufficient numbers of high-quality employees, students are being trained within the Metalektro on the basis of an apprenticeship contract (professional practical skills course of study: BBL). This learning pathway includes practical, on-the-job training, which must be a close fit with the requirements the student will be expected to meet once employed. It goes without saying that the intention is not to use the practical component to address fluctuations in the supply of work.

3. At company level, the employer and the trade unions may hold talks on all aspects of employment.

4. When moves to increase productivity arise at the company, the parties to this collective agreement will pay this the greatest possible attention and cooperate in these endeavours as much as possible.

5. The parties to this collective agreement recommend that companies pay additional attention to developing an integrated policy on older employees and to the issues faced by disabled and foreign employees.

6. The parties to this collective agreement recommend that employers and employees do all they can to avoid conflicts arising from questions of conscience, for example by jointly discussing the matter concerned as soon as possible after the employee has reported the situation giving rise to his objection on the basis of conscience.

D. Sickness and incapacity for work

The parties to this collective agreement regard sickness absence as a continuing cause for concern. They believe that sickness absence that arises from the work should, in first instance, be addressed at company level. To this end, they recommend that the company develop a prevention policy.

E. In-house environmental management

The parties to this collective agreement recommend that the company introduce an in house environmental management system.

F. Inappropriate behaviour policy

The parties to this collective agreement recommend that a policy to deal with inappropriate behaviour in the workplace be introduced at company level.

G. Integrated job grading system (ISF system)

The parties to this collective agreement have introduced the Integrated Job Grading System (using its Dutch initialism also referred to herein as the 'ISF system') in this collective agreement to replace the job list with effect from 1 January 2008.

1. Contract of employment

1.1 Start of the contract of employment

1.1.1 Fixed term or permanent contract of employment

The employer and employee may conclude a fixed term or a permanent contract of employment.

1.1.2 Probationary period

A probationary period will only be in effect if this has been agreed in writing between the employer and employee.

1.1.3 Written agreements

The employer will provide the employee with a written contract of employment within one month of the employee commencing work. The employer may also provide written confirmation of the agreements made. In the event of any changes to the agreements reached, the employer will confirm these in writing as well.

1.1.4 Details to be recorded[1]

The written contract of employment or confirmation must contain at least the following information:

a. the name and address of both the employer and employee;
b. the start date of employment; if the contract is for a fixed term, the duration of the contract;
c. the job title;
d. the work location or locations;
e. the contracted working hours;
f. the salary per month, period, or week;
g. the salary group and the number of years in the position allocated to the employee;
h. the number of scheduled paid hours off and amount of annual leave per year;
i. whether the employee will participate in a pension scheme and, if so, which one;
j. the period of notice to be observed by the employer and employee or the method of calculating these periods;
k. the collective agreement that applies.

1 A list of details that must, by law, be provided in writing is set out in Article 7:655 of the Dutch Civil Code.

1.2 Prior work under contract with an employment agency

1.2.1 One single fixed-term contract of employment

Contrary to Article 7:668a of the Dutch Civil Code, consecutive contracts of employment via a temporary employment agency will be deemed to be a single fixed-term contract of employment where the conditions stated under 1.2.2 are met.

1.2.2 Conditions

The provision stated under 1.2.1 applies to an employee:

a. who worked as an agency worker for the employer directly prior to entering employment with this employer under a contract of employment; and
b. who became ill while being employed by the temporary employment agency; and
c. whose contract with the temporary employment agency was terminated strictly due to the employee's sickness; and
d. who, after recovering from the sickness, signed a new contract with the temporary employment agency; and
e. whose period of employment with the employer via the temporary employment agency was only interrupted by the period of sickness.

1.3 Changing the contracted hours of employment

1.3.1 Fewer working hours than contracted

Under the Dutch Flexible Work Act [Wet flexibel werken], the employee is entitled to work fewer hours than contracted. Contrary to the provisions of this act, under this collective agreement the employee can also invoke this right:

a. from the first day of employment;
b. even if the employer has fewer than 10 employees.

1.3.2 More working hours than contracted

Under the Dutch Flexible Work Act, the employee is also entitled to work more hours than contracted. However, contrary to the provisions of Article 2 of this act, the employee may only increase the number of working hours in consultation with the employer. If the employer rejects the employee's proposal to increase the working hours, the employer will inform the employee in writing, stating the reasons for this decision.

1.4 Full-time and part-time work

1.4.1 General rule

The provisions of this collective agreement are based on the assumption of full-time employment. With regard to an employee who works part-time, the provisions of this collective agreement apply proportionately to the number of hours the employee works.

1.4.2 Exceptions

If an employee works part-time, the following provisions of this collective agreement apply in full rather than proportionately to the number of hours the employee works:

a. short-term sickness absence (4.4);
b. special leave for employees who are union members (4.6);
c. in-situ work: compensation of additional travel time, and additional travel and accommodation costs (3.7.7).

1.4.3 Working additional hours

If a part-time employee works more hours than specified in their contract of employment, the employee will accrue annual leave entitlement and scheduled paid hours off over these additional hours. In consultation between the employer and the employee, this additional leave entitlement or additional scheduled paid hours off may be paid out in whole or in part.

Notes to 1.4

- If a part-time employee works additional hours at the request of the employer, the employee will receive over these additional hours, up to the Basic Work Year:
  - a proportionate amount of annual leave;
  - a proportionate number of scheduled paid hours off;
  - holiday pay amounting to 8% of the per-hour earnings.
- The employer will also pay the employee a sum equal to the employer's share in the pension contributions for these extra hours worked.

1.5 End of the contract of employment[2]

1.5.1 Termination[2]

Termination of a permanent contract of employment, whether by the employer or the employee, must be done in writing and in such a way that the employment terminates at the end of a calendar month.

1.5.2 State retirement age

When an employee reaches the Dutch state retirement age the contract of employment will terminate without notice of termination being required.

1.5.3 Settling annual leave and scheduled paid hours off

At the end of employment, the employer will settle, in time or cash, any annual leave or scheduled paid hours off taken by the employee in excess of entitlement or still due to the employee.

2 The employer and employee must comply with the legal provisions regarding termination of the contract of employment.

2. Working hours

2.1 Work schedule / Work schedule

2.1.1 Drawing up the work schedule

a. After consulting the employee the employer draws up the work schedule that applies to that employee.
b. The employer will make the schedule available to the employee at least 14 days in advance of the period concerned, though the employer may agree a different period with the works council.

2.1.2 Basic principles / Basic principles

a. The employer will as far as possible avoid the situation in which the employee is required to work on Saturday, **Sunday**, or public holidays recognised in the collective agreement. This applies both while drawing up the work schedule and when assigning special work activities.
b. With regard to employees' working shifts, the provision of (a) above will be deemed to have been satisfied if the employee has not performed any work during a 24-hour period, of which at least 18 consecutive hours coincide with the public holiday.
c. When re-establishing the starting and finishing times in work schedules for day shifts on Monday to Friday, employers will in principle not set the starting time before 07:00 or finishing time after 19:00.

2.1.3 Consultations with the trade unions

a. If the employer intends to extend the standard working hours in the working hours policy to more than 8.5 hours, the employer will first consult with the trade unions on this matter.
b. An employer who wishes to introduce a working hours policy that diverges from the standards laid down in the rules on consultation in the Working Hours Act that applied until 1 November 2007 and the standards of the Working Hours Decrees based on that act must first reach agreement on that policy with the trade unions.

2.2 Temporary 4-day work week

2.2.1 Use of unused leave/hours

a. An employee who works full time may temporarily work 4 days per week by using their unused annual leave entitlement and scheduled paid hours off, unused excess hours and/or unused overtime hours.
b. The employer will offer this possibility at the employee's request.
c. The employer and employee will arrange the particulars of the 4-day work week in good consultation.

Notes to 2.2.1

Examples of hours that may be applied are any unused hours from the additional leave for older employees and annual leave entitlement left over from recent years. Examples of hours that may not be applied are hours that have already been scheduled in, hours that have been included in a work schedule (such as for shift work), mandatory holidays/scheduled paid hours off agreed in a collective agreement, the annual personal consecutive period of annual leave, and hours from an hour bank agreed with the works council or trade union.

2.2.2 Reason to refuse

a. The employer may refuse the employee's request if granting it would be contrary to a compelling business interest.
b. If the request will be refused, the employer must inform the employee of this within 4 weeks stating the reasons for his decision.

2.2.3 Company scheme

The provisions of 2.2.1(a) and (b) and 2.2.2 can be developed further in a company scheme.

2.3 Shift work[3]

2.3.1 Introducing shift work

The employer will not introduce a new shift system for the entire company or for one or more departments until the trade unions have consented to this.

2.3.2 Basic principles

An employee is obliged to work in shifts unless he:

a. is 55 or older and has not worked in shifts since the age of 50;

b. is not capable of working in shifts for reasons of health. In the event of a dispute about the medical capacity of the employee, a medical certificate must be submitted, if possible with the involvement of the occupational health physician.

Recommendation re. 2.3.2

If an employee demonstrates that his personal circumstances or family situation make performing shift work particularly onerous, the parties to this collective agreement advise the employer to seriously bear this in mind.

2.3.3 Night shift: reducing workload[4]

a. The employer will, in consultation with the works council, draw up a plan to ensure that the workload of working night shifts diminishes in line with the employee's increasing age.

Notes to 2.3.3 a

By reducing the number of night shifts, for example.

b. The employer is not obliged to reduce the workload if in all reasonableness this cannot be required.

2.4 Continuous shift work system[5]

Where work is performed under a continuous shift work system (more than three shifts), the employer will draw up a working hours policy in consultation with the works council.

3 The allowance paid for shift work is set out in 3.7.3.

4 The parties to this collective agreement consider it important to limit overtime during night shifts. At the same time, the parties recognise that overtime may be necessary, for instance for handing over work in connection with emergency situations.

5 The allowance paid for working under a continuous shift work system is set out in 3.7.4.

2.5 On-call duty

2.5.1 Introducing on-call duty

An employer who wishes to introduce on-call duty must first set up a scheme for this in consultation with the trade unions and works council.

2.5.2 Basic principles

a. The on-call duty scheme sets out arrangements concerning:
   - the on-call pay per 24-hour period;
   - compensation for travel and telephone costs;
   - the rest period an employee is entitled to if, while on on-call duty, the employee has been called in to work between 00:00 and 05:00.

b. The provisions of this collective agreement concerning overtime and excess hours worked apply to on-call duty. The provisions concerning overtime (2.6) may be derogated from with the agreement of the trade unions.

Recommendation re. 2.5

The parties to this collective agreement advise the employer to also include in an on-call duty scheme arrangements regarding:

- compensation of travel time in time or money;
- a rest period to be taken after an on-call employee has been called in to work between 00:00 and 06:00 to be taken immediately after the call-up, or arrangements that, within the framework of the Working Hours Act, in some other way take account of the strain that working on call has on an employee;
- regular evaluation of the on-call scheme and amending this to take account of changing circumstances.

2.6 Overtime[6 7]

2.6.1 Basic principles

a. The employee is not obliged to work overtime.
b. The employer may only oblige the employee to work overtime in the event of an emergency, which is defined as an unintended or unexpected event. This obligation may not apply for more than 10 hours in any 4-week period.
c. An employee who has reached the age of 56 on or after 1 January 2017 may not be required to work overtime in an emergency for more than 5 hours in any 4-week period.
d. The employee may not be required to work overtime in an emergency:
   - if the employee is younger than 18;
   - if the employee was aged 55 or older before 1 January 2017;
   - if the employee works in night shifts and reached the age of 56 on or after 1 January 2017;
   - if the overtime occurs on a day on which the employee has shorter working hours than other employees in similar jobs in the company;
   - if the employee is unfit to work overtime for reasons of health. In the event of a dispute about the employee's medical capacity, a medical certificate must be submitted, if possible with the involvement of the occupational health physician.
e. The employer must inform the works council (if possible in advance) of the instruction to work overtime.

2.6.2 Time off after working overtime

a. The employee will not be required to work again for a period of eleven hours after the end of the overtime if the overtime starts before or at midnight and:
   - the employee already worked a regular shift that day; or
   - that day is a Sunday or public holiday.
b. The employer may reduce these eleven hours to eight hours once in each period of 7 x 24 hours.
c. Insofar as these eleven or eight hours fall within the normal working hours they will be regarded as hours worked.

2.6.3 Religious day of rest and holidays

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

2.6.4 Role of the trade unions

If the trade unions request this, the employer will consult with them concerning overtime.

Recommendation re. 2.6

The parties to this collective agreement advise the employer to:
- limit overtime where possible;
- if an employee demonstrates that his personal circumstances or family situation make working overtime particularly onerous, seriously bear this in mind when assigning mandatory overtime;
- avoid assigning overtime on Saturday, Sunday, or public holidays.

6 The arrangements concerning time in lieu / compensation / premium for working overtime are set out in 3.7.2.
7 Article 27 of the Works Council Act applies in the event of changes to the working hours policy.

3. Remuneration

3.1 Job classification

3.1.1 Options

a. The employer uses a form of job classification to group each job performed at the company into one of the salary groups A to K.

b. When introducing a form of job classification the employer may opt for the Integrated Job Grading System (also called the 'ISF system'; see Annex G) or one of the systems specified in Annex H, or may otherwise use an instrument derived from the Integrated Job Grading System or a system from Annex H. If the employer does not specifically select one of these options, the Integrated Job Grading System must be used by default.

c. An employer who introduces a different form of job classification than those referred to in 3.1.1(b) must submit the choice to the Consultative Council in the Metalektro (ROM) for its approval. ROM will notify the employer of its decision within one month of receipt of the request for approval.

3.1.2 Forms of job classification other than the Integrated Job Grading System

a. If the employer introduces a form of job classification other than the Integrated Job Grading System:
   - the employer must implement a complaints procedure that is equivalent to the complaints procedure described in Article IV of Annex G; and
   - the employer must inform the employees of the tasks and responsibilities of the system holder, the purpose and effect of the selected form of job classification, and the appeals procedure.

b. If the employer introduces or changes a salary system as a result of applying a form of job classification other than the Integrated Job Grading System, the employer must do this in consultation with the employers' association and the trade unions.

3.1.3 Working Conditions System (SAO)

There is a Working Conditions System (SAO) in place. Annex L of this collective agreement contains a number of additional provisions applying to companies wishing to use the SAO. Those provisions constitute part of this collective agreement.

3.1.4 Income guarantees with the introduction of a different form of job classification

a. If, after introducing the Integrated Job Grading System (ISF), the ISF + Working Conditions System (SAO), or another form of job classification, the total amount of the monthly earnings and any hardship allowance for difficult working conditions the employee receives would end up being less than what he originally received, the employee is entitled to receive the original total amount. If the employee is 55 or older, the original amount the employee receives must be adjusted in line with the general salary adjustments as stated in this collective agreement.
b. If, after introducing a form of job classification other than the ISF or the ISF + SAO, the salary the employee receives in that position is less than what he originally received, for as long as this is the case the conditions of employment attached to the salary will be based on the original salary.

3.1.5 Job classification procedure

a. The employer will make a list of the jobs in the company and their classification in a salary group.[8]
b. The employer will compile the job classification only after the system owner has approved the said list of jobs.
c. The employer will then assign the jobs occurring in the company to salary groups in consultation with the works council.

3.1.6 Rights of the employee

a. Besides the written employment contract (or confirmation of the agreements made) as referred to in 1.1, the employer will provide the employee with a written job description or a statement for the reason for the job classification. A new written statement will be issued whenever a job classification is revised.
b. Complaints from employees regarding their classification will be handled in accordance with an appeals procedure in the company (see 3.1.2 and Annex G).

3.2 Determining salary group and personal minimum monthly earnings

3.2.1 Placement in a salary group

The employer shall place the employee in one of the salary groups A to K on the basis of the work performed by the employee.

3.2.2 Changes to salary group

a. If the employer places the employee in a higher salary group, when considering the job salary to be agreed and/or the pay rise to be agreed, the employer will take into account the previous monthly earnings and what is considered proportionally reasonable in the company.
b. Employees who will be performing a job which is classified in a higher salary group will be paid the salary that applies for the higher salary group (where applicable, the personal minimum salary) no earlier than one month after starting in the new position and no later than two months from that time. In the interim, the employee will continue receiving the salary he earned in the previous position. This provision does not apply if the employee is reinstated by the employer to his former position after a predetermined period or at the end of a particular assignment.

8 This list may be a list of all jobs, a list with series of jobs, or a list with reference jobs (key positions), with their classification in salary groups.

c. If the employee will be performing a job which is classified in a lower salary group, during a specified period that employee will be paid the salary he earned in his previous job. This period depends on the age of the employee. If the employee is:
   - under the age of 45, the period of paying the previous salary will be equal to the notice period that would have applied if the employer had terminated the contract of employment;
   - aged 45 or older, the period of paying the previous salary will be equal to two times the notice period that would have applied if the employer had terminated the contract of employment.

d. Following the period prescribed in 3.2.2.c, for the relevant period shown in the table below the employee will continue to receive the salary earned in the previous position if the employee had been employed by the employer for at least five years without interruption at the time of the change in position. This provisions stated in (c) and (d) do not apply if the employee returns to his former position after a predetermined period or at the end of a particular assignment.

e. An employee aged 60 or older who will be performing a job which is classified in a lower salary group will continue to be paid the salary they earned in their previous job.

Table: Longer continued payment of previous salary for an employee with at least five uninterrupted years of service placed in a different job classified in a lower salary group

salary group new job	extra months at higher salary	amount of salary
1 salary group lower than previous position	2 months	salary of previous position
2 salary groups lower than previous position	2 months	salary of previous position
	+1 month	1 salary group lower than previous position
more than 2 groups lower than previous position	2 months	salary of previous position
	+ 1 month	1 salary group lower than previous position
	+ 1 month	2 salary groups lower than previous position

3.2.3 Influence of age and years in position

a. If the employee has not yet reached the Dutch state retirement age, the employer will agree a salary with the employee that is at least equal to the personal minimum monthly earnings that applies to that employee according to the provisions of 3.3.

b. The monthly earnings depends on:
   - the salary group into which the employee is placed;
   - the number of years in the position.

3.2.4 Age reference dates (lapsed on 1 January 2022)

3.2.5 Personal minimum job salary at zero years in position (lapsed on 1 January 2022)

3.2.6 Personal minimum job salary at maximum years in position

The following table shows when the employee is entitled to receive the personal minimum job salary linked to the maximum number of years in position per salary group.

Table: Entitlement to the personal minimum job salary per salary group

salary group	A	B	C	D	E	F	G	H	J	K
no later than after the following number of years in the position:	1	2	3	4	5	6	7	8	9	10

3.2.7 Equal pay for men and women

Women and men with the same level of relevant education/training and experience will receive equal pay for performing the same job.

3.3 Salary tables / Salary tables

3.3.1 Personal minimum monthly earnings for full-time employees / Personal minimum monthly earnings for full-time employees

Notes to 3.3.1

- **Under an MB collective agreement, the employer can deviate from the system of higher personal minimum monthly earnings for more years in the position. If the 10 salary groups specified in 3.3.1 are maintained, the lowest and highest amount in each of the 10 salary groups must be respected.**
- **Under an MB collective agreement, the employer can deviate (as well) from the system of using 10 salary groups, in which case the relationship between the highest and the lowest amount for the salary groups the employer opts to use must be determined in relation to the highest and lowest amount for the salary groups specified in 3.3.1.**
- The salary system used by the company will, in general, be aligned to the conditions and relations existing in that company. This may mean that other starting ages and/or number of years in a position may be used than those specified in 3.2.5 and 3.2.6; these can be either higher or lower ages and more or fewer years in the position. The personal minimum monthly earnings specified in 3.3.1 apply as the bottom threshold however.

Table a: Personal minimum monthly earnings for full-time employees as of 1 June 2024*

Salary group	A	B	C	D	E	F	G	H	J	K
Years of service										
0	**2,512.90**	2,550.51	2,605.81	2,684.12	2,778.62	2,890.79	3,019.80	3,175.70	3,373.82	3,601.96
1	2,544.39	2,591.21	2,655.74	2,739.45	2,841.60	2,961.42	3,099.63	3,264.76	3,471.37	3,710.25
2		2,631.18	2,704.89	2,794.72	2,904.60	3,032.06	3,178.77	3,353.10	3,568.89	3,817.76
3			2,754.06	2,850.04	2,967.58	3,102.78	3,258.65	3,441.40	3,666.48	3,926.05
4				2,906.08	3,030.51	3,172.59	3,337.72	3,529.74	3,763.98	4,034.35
5					3,093.47	3,243.29	3,417.63	3,618.89	3,861.57	4,141.81
6						3,313.93	3,496.71	3,707.17	3,959.10	4,250.19
7							3,576.61	3,795.47	4,056.62	4,357.68
8								3,883.79	4,154.16	4,466.00
9									4,251.72	4,574.28
10										**4,681.82**

* The monthly earnings must satisfy the provisions of the Minimum Wage and Minimum Holiday Pay Act. The amounts listed in this table include the actual pay rises that apply for the period covered by this collective agreement (see 3.4.1).

Table b: Personal minimum monthly earnings for full-time employees as of 1 January 2025*										
Salary group	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**J**	**K**
Years of service										
0	**2,594.57**	2,633.40	2,690.50	2,771.35	2,868.93	2,984.74	3,117.94	3,278.91	3,483.47	3,719.02
1	2,627.08	2,675.42	2,742.05	2,828.48	2,933.95	3,057.67	3,200.37	3,370.86	3,584.19	3,830.83
2		2,716.69	2,792.80	2,885.55	2,999.00	3,130.60	3,282.08	3,462.08	3,684.88	3,941.84
3			2,843.57	2,942.67	3,064.03	3,203.62	3,364.56	3,553.25	3,785.64	4,053.65
4				3,000.53	3,129.00	3,275.70	3,446.20	3,644.46	3,886.31	4,165.47
5					3,194.01	3,348.70	3,528.70	3,736.50	3,987.07	4,276.42
6						3,421.63	3,610.35	3,827.65	4,087.77	4,388.32
7							3,692.85	3,918.82	4,188.46	4,499.30
8								4,010.01	4,289.17	4,611.15
9									4,389.90	4,722.94
10										**4,833.98**

* The monthly earnings must satisfy the provisions of the Minimum Wage and Minimum Holiday Pay Act. The amounts listed in this table include the actual pay rises that apply for the period covered by this collective agreement (see 3.4.1).

Table c: Personal minimum monthly earnings for full-time employees as of 1 June 2025*										
Salary group	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**J**	**K**
Years of service										
0	**2,672.41**	2,712.40	2,771.22	2,854.49	2,955.00	3,074.28	3,211.48	3,377.28	3,587.97	3,830.59
1	2,705.89	2,755.68	2,824.31	2,913.33	3,021.97	3,149.40	3,296.38	3,471.99	3,691.72	3,945.75
2		2,798.19	2,876.58	2,972.12	3,088.97	3,224.52	3,380.54	3,565.94	3,795.43	4,060.10
3			2,928.88	3,030.95	3,155.95	3,299.73	3,465.50	3,659.85	3,899.21	4,175.26
4				3,090.55	3,222.87	3,373.97	3,549.59	3,753.79	4,002.90	4,290.43
5					3,289.83	3,449.16	3,634.56	3,848.60	4,106.68	4,404.71
6						3,524.28	3,718.66	3,942.48	4,210.40	4,519.97
7							3,803.64	4,036.38	4,314.11	4,634.28
8								4,130.31	4,417.85	4,749.48
9									4,521.60	4,864.63
10										**4,979.00**

* The monthly earnings must satisfy the provisions of the Minimum Wage and Minimum Holiday Pay Act. The amounts listed in this table include the actual pay rises that apply for the period covered by this collective agreement (see 3.4.1).

3.3.2 Higher monthly earnings

If the actual monthly earnings are higher than the relevant amount specified in 3.3.1, no rights may be derived from the provisions of 3.3.1 to revise the relationships between monthly earnings and/or to increase the actual monthly earnings.

3.3.3 Personal minimum monthly earnings for employees up to the age of 20 (lapsed on 1 January 2022)

3.3.4 Regularly switching jobs

If the employee regularly performs different jobs, they will be given the personal minimum monthly earnings for the salary group in which the job carrying the highest ranking has been classified.

3.4 Salary adjustments during the course of this collective agreement

3.4.1 Pay rises

The following table shows on which dates and by how much the employee's actual salary will be increased. These pay rises have already been included in the salary tables in this section of the collective agreement.

Table: Basic pay rises

date	percentage	for full-time employees this increase will be at least
1 June 2024	2.75%	€ 74.43
1 January 2025	3.25%	€ 90.82
1 June 2025	3.00%	€ 86.35

3.4.2 Phasing out of one-off bonus(es)

a. **From 1 June 2024 to 31 August 2024, every month the employer will withhold € 60 and from 1 September 2024 to 31 December 2024, every month the employer will withhold € 50 less for the employee's pension contribution (for a full-time employee). The employer will assume payment of this part of the pension contribution.**

b. **Full-time employees whose pension contribution is less than € 60 and € 50, respectively per month will receive a gross lump-sum payment of € 60 and € 50, respectively every month from 1 June 2024 to 31 December 2024.**

c. **The reduction of the employee's pension contribution (under a) or the lump-sum payment (under b) will be awarded to employees who are employed by or enter employment with the employer on or later than 1 June 2024.**

d. **This bonus will expire with effect from 1 January 2025.**

3.4.3 Temporary agency staff

The pay rises specified in 3.4.1 and 3.4.2 also apply to temporary agency staff; it is up to the employer to check that the temporary agency staff are given these rises.

3.5 Company salary systems

3.5.1 Prerequisites

a. If the employer operates a salary system specific to that company, the employer must observe the provisions of 3.1.1, 3.1.4, 3.1.5, 3.2.1 and 3.6.1(a). The personal minimum monthly earnings specified in 3.3.1 must be observed as the lower threshold, though the employer may deviate from the specified number of years in a position.

b. When a salary system is either to be introduced or radically revised, the employer must consult with the employers' association and the trade unions at an early stage, providing these parties the information required for the purpose of this consultation. The employer will base the salary scales on the company's existing payment levels.

3.5.2 ISF transition clause

If, as a result of the application of the Integrated Job Grading System (ISF), a salary system is introduced or amended, this will be done in consultation between the employer and the trade unions and employers' association.

Notes to 3.5

- In this context, a salary system is defined as:
  - salary scales, based on a system of rules for determining individual job salaries on the basis of factors such as salary group classification and years in the position, possibly in combination with a remuneration system (salary differentiation);
  - a system of rules that constitutes part of the current labour relationship between employer and employee, on both a collective and individual basis.
- The initiative to hold talks on the introduction or radical amendment of a salary system can be taken by either the employer or the trade unions.

3.6 Non-standard salaries

3.6.1 Labour market projects

a. The employer may, contrary to the provisions of 3.2.1, allocate employees who are in a work experience post as part of a work experience project or who are taking part in another labour market project to a 'leg-up' salary group for a period of one year after this has been agreed with the trade unions. The leg-up salary group is equivalent to the statutory minimum wage.

b. If the employee comes under the wage cost subsidy target group of the Participation Act, that employee's salary will be set at an amount equivalent to between 100% and 120% of the statutory minimum wage. If the employee works full-time in a job classified in the company, he will move on to the salary tables specified in 3.3. For posts not classified in the company but which are filled full-time an appropriate salary will be determined.

3.6.2 Refresher training and retraining

a. The provisions of 3.3.1 will not apply for three months for employees who are given refresher training on commencing employment. Refresher training is defined as a course designed to enable an employee to refresh a skill related to a particular job which the employee being trained already performed, regardless of whether this employee was formerly employed under a contract of employment or was self-employed.
b. If the employee starts the retraining course right at the start of employment with the company, the provisions of 3.3.1 do not apply for the first six months; if the retraining concerns a job classified in one of the salary groups D, E or F, the term will be twelve months instead of six. Retraining is defined as a course to train an employee to fill a position other than the one he has already held, regardless of whether this employee was formerly employed under a contract of employment or was self-employed.

Notes to 3.6.2

The provisions of this article are not intended to result in these employees receiving an income lower than, for example, that for the salary scale for salary group A.

The intention is that the salary will gradually rise to the appropriate salary according to the progress made in the refresher training or retraining course.

3.6.3 Working after reaching the state retirement age

a. If an employee who has reached Dutch state retirement age enters into a new employment relationship at the company, he will be paid the salary that is customary at the company for the job to be performed.
b. This salary can be reduced by the amount of social insurance contributions and pension contributions the employee is no longer required to pay.

Notes to 3.6.3(b)

The employer can deposit this amount into a savings account, the contents of which can be paid to the employee at the end of the contract of employment. With the consent of the employee, this amount can also be used to arrange payments from a company pension fund.

3.7 Premiums and compensation / Premiums and compensation

3.7.1 Holiday pay

a. Accrual period and payment
Between 1 July and 30 June each year the employee accrues holiday pay, which the employer must pay out by no later than on the 1 July immediately following this period.

b. Amount of holiday pay
For each month in service the employee accrues 8% holiday pay over the monthly earnings, calculated based on the earnings in June of the accrual period.[9] If the contract of employment is terminated before 1 June, the holiday pay will be calculated based on the last full month's earnings.

9 Without prejudice to the provisions of Article 16(2) of the Minimum Wage and Minimum Holiday Allowance Act.

c. In the event of regular shift work
If an employee regularly works or has worked in shifts, the holiday pay will be increased by an amount equal to 8% of the shift premiums - as referred to in 3.7.3(a) and (b) - the employee has earned since 1 July of the previous year.

d. Sales representatives
For sales representatives, for each month in service the employee accrues 8% holiday pay over the monthly salary - calculated based on the salary in June of the accrual period - and the employee's average monthly commission received over the accrual period. If the contract of employment is terminated before 1 June, the holiday pay will be calculated based on the last full month's salary and the employee's average monthly commission over the last 12 months. When calculating holiday pay for a sales representative, the upper threshold is 8% of three times the statutory minimum wage that applies on 30 June of the then current calendar year, with the understanding that if 8% of the salary - based on the salary for June of that year - comes to a higher amount for every month of employment between 1 July and 30 June (inclusive), the higher amount applies.

e. Minimum holiday pay
The amounts in the table below are the minimum holiday pay per month of employment with the company for full-time employees.

Table: Minimum holiday pay per month for every employee

with effect from	amount
1 June 2024	€ 237.18 gross per month
1 January 2025	€ 244.88 gross per month
1 June 2025	€ 252.23 gross per month

f. In the event of incapacity for work
For a maximum of two years from the first day an employee is declared incapacitated for work, the employee is entitled to receive holiday pay, subject to deduction of any holiday pay he receives under any social security benefits.

g. No holiday pay
The employer is not required to pay holiday pay over a period during which the employee has not worked and is not entitled to receive wages.

3.7.2 Excess hours and overtime: time in lieu, payment in cash, and premium

a. Time in lieu
At a time agreed between the employer and employee, the employee will be given time in lieu for each excess hour or hour of overtime worked, to be taken when the operational situation allows for this and when the employee would normally be scheduled to work. The time in lieu will be taken in at least half days according to the shifts recorded on the schedule, preferably within the same quarter in which the excess hours and/or overtime was accrued.

b. Payment in cash
The employer and employee may also agree payment in cash - at the employee's normal hourly wage - for the excess hours or overtime.

c. Excess hours remaining at the end of the calendar year
Any excess hours which have not been offset by time in lieu or been paid out by the end of the calendar year will be carried over to the next calendar year and accredited to the employee as scheduled paid hours off. However, the employer may, in consultation with the employee, also pay out half of the uncompensated hours at a rate of 0.6% of the monthly earnings per paid-out hour (i.e. 103.4% of the hourly earnings).[10]
The other half of the outstanding hours are accredited to the employee in the form of additional scheduled paid hours off to be taken that year.

10 This percentage applies to hourly earnings that are 0.58% of the monthly earnings.

d. Overtime premium
For certain hours of overtime, the employee will receive a premium over and above the time in lieu or payment in cash, as shown in the table following.

Table: Overtime premium[11]

overtime for which the premium applies	premium per hour of overtime, as a percentage of:	
	monthly earnings	hourly earnings*
the first 2 hours directly preceding or following the normal working hours**	0.14%	24.1%
other overtime worked on Monday to Friday	0.24%	41.3%
hours worked on Saturday up to 14:00	0.27%	46.6%
hours worked on Saturday after 14:00	0.37%	63.8%
hours worked on Sundays and public holidays***	0.48%	82.8%

* This percentage applies to hourly earnings that are 0.58% of the monthly earnings.

** The premium also applies to overtime that is separated from the normal working hours by a statutory rest period or a rest period based on local conditions.

*** I.e. public holidays recogniosed in the collective agreement

e. No time in lieu, payment in cash, or premium
- If the overtime occurs while concluding normal daily duties at the end of the normal working hours, only happens incidentally, and does not last longer than half an hour, no payment in cash, time in lieu or premium will be owed for this overtime. If the activities go on for a longer time, this time must be compensated for the entire duration however.
- No payment in cash, time in lieu or premium will be owing for catch-up hours, i.e. overtime worked outside the normal working hours and in excess of the employee's scheduled hours where this time is used by the employee to catch up:
  - on work he was unable to do due to an interruption in operations;
  - for lost time due to a pre-planned event during which the employee, along with all employees in the company or in one or more departments, did not or will not be working, except if this occurs on a Sunday or public holiday recognised in the collective agreement. The employer may designate certain working hours as catch-up hours as specified above in consultation with the works council.
  If the catch-up hours are for time lost due to inclement weather, the employee will not be entitled to compensation for a maximum of three days per winter season.

f. Overtime under a continuous shift work system
Where work is performed under a continuous shift work system (more than three shifts), the employer will draw up an overtime policy after consulting with the works council and in consultation with the trade unions.

11 Annex J shows the premium as a percentage of the earnings per week and per four-week period.

3.7.3 Shift premium

a. An employee who does shift work is entitled to a premium.
b. The table below shows the shift-work premiums for employees working 2-shift and 3 shift rotation schedules. The table under (d) shows the premiums that apply to shifts worked on Sundays and public holidays.
c. If the company operates both a 2-shift and 3-shift rotation schedule, the employer may apply a single percentage for the premium based on the premium percentages shown in the following table.

Notes to 3.7.3(c)

If a single percentage is applied, this must be between 13.3% and 15% (inclusive); the extent to which work is performed in two or three shifts may play a role in deciding on the single percentage.

Table: Shift premium for 2-shift and 3-shift rotation schedules

type of shift work	premium per	premium over the earnings per month / 4 weeks / week
2-shift rotation	month/4 weeks/week	13.3%
3-shift rotation	month/4 weeks/week	15.0%

d. The following premiums apply for shifts work on Sundays and public holidays recognised in the collective agreement.

Table: Shifts worked on Sundays and public holidays recognised in the collective agreement[12]

type of day	premium per	premium over the	
		monthly earnings	hourly earnings*
Sunday	hours worked	0.48%	82.8%
Public holidays**	hours worked	1.06%	182.8%

* This percentage applies to hourly earnings that are 0.58% of the monthly earnings.

** This premium does not apply to a public holiday that includes a period of 18 consecutive hours during which the employee has not worked.

12 Annex J shows the premium as a percentage of the earnings per week and per four-week period.

e. An employee who has been regularly working shifts and who will now be working normal working hours or in a different kind of regular shift with a lower shift premium will be entitled to receive the original premium over a certain period of time:
   - if the employee is younger than 45, the period of continued payment is the same as the period of notice that would apply for the employee for a period of service equal to the uninterrupted period over which the employee has been working shifts;
   - if the employee is aged 45 or older, the period of continued payment is equal to two times the period of notice as referred to above.

   In either case, this period will be extended by two months if the employee has worked shifts for at least the last five years without interruption.

3.7.4 Payment for work performed under a continuous shift work system

Where work is performed under a continuous shift work system (more than three shifts), the employer will draw up payment arrangements in consultation with the employer's association and the trade unions. The payment arrangements will be included in the working hour policy referred to in 2.4.

3.7.5 Premium for non-standard working hours

a. Non-standard working hours refers to when an employee works at a time other than his scheduled normal working hours, but for no longer than the number of hours the employee was scheduled to work that day.
b. If the employer instructs a full-time employee to work at a different time of day, i.e. non-standard working hours, the employee may be entitled to a premium as shown in the table following.

Table: Premium for non-standard working hours[13]

hours for which the premium applies	**premium per non-standard working hour**	
	monthly earnings	**hourly earnings***
a maximum of one hour directly preceding or following the normal working hours**	N/A	N/A
the 2nd and 3rd hour directly preceding or following the first non-standard working hour	0.11%	19.0%
the 4th and all following hours	0.21%	36.2%

* This percentage applies to hourly earnings that are 0.58% of the monthly earnings.

** An hour is also deemed to be 'directly preceding' or 'directly following' the normal working hours if that hour is separated from the normal working hours by a statutory rest period or a rest period based on local conditions.

13 Annex J shows the premium as a percentage of the earnings per week and per four-week period.

c. This premium does not apply to hours worked at a time outside the normal working hours if:
   - the employee is catching up on overtime work he was unable to do on the same day due to an interruption in operations;
   - this concerns catch-up hours during which the employee, according to plan and along with all employees in the company or in one or more departments, is catching up on work the same day which was not or could not be performed.
     The employer may designate certain working hours as catch-up hours as specified above in consultation with the works council.

3.7.6 Catch-up hours for on-call employees

If an on-call worker has worked fewer than the agreed minimum number of hours in a particular payment period for which he has been paid, within three months of the end of this period the employer may still require that the employee work the hours not yet worked without additional payment.

3.7.7 In-situ work: compensation of additional travel time and additional travel and accommodation costs

Notes to 3.7.7

- In-situ work includes activities like, but not limited to, the production, installation and/or maintenance of products or systems, along with the supervision, design, and construction work required for these activities, all of which by their nature have to be carried out at the site of the work.
- Every employee spends a certain amount of time and money in commuting to and from work. It is only the additional travel time and additional travel costs which arise from the in-situ work activities that are eligible for the compensation specified in 3.7.7(c) and (d), i.e. the travel time and costs in excess of the normal commuting time and costs incurred by the employee, or comparable employees in the company.
- Existing company regulations which are at least equal to the provisions of 3.7.7(c) do not need to be revised.

a. Area of application
   - The provisions of 3.7.7 apply in the situation where the employee is instructed by the employer to carry out in-situ work outside the company site or outside the sites where the employee has been appointed to work.
   - The provisions of 3.7.7(b) and (c) only apply if the employee is carrying out in-situ work in the Netherlands, Germany, Belgium, or Luxembourg; a separate arrangement must be drawn up by the employer in consultation with the trade unions or works council for in-situ work carried out in other countries.

b. General provisions
   - Six days a week on occasion
     If, in the employer's opinion, special circumstances so dictate, in the period from 15 October to 1 March the employer may require that the employee work six days a week on an in-situ job, without having to consult with the trade unions.
   - 56 years or older
     An employee who previously performed occasional in-situ work cannot be obliged to do so after turning 56; this also applies to an employee who turned 55 before 1 January 2017.

c. Compensation of travel time
   - Only for additional travel time outside working hours
     Travel time within the normal working hours is considered time worked and is not eligible for any special travel time compensation. The employer will pay the employee compensation for additional travel time required for the employee to perform in-situ work.
   - Calculating the travel time
     - When using public transport, the travel time is the time, as stated in the public transport timetable, required to travel from the station closest to the employee's home to the site where the in-situ work will be performed, and vice versa;
     - When using other means of transport, the travel time is the time needed to cover the distance by the shortest possible route from the centre of the place of residence to the site where the in-situ work will be performed, and vice versa, as determined using a reasonable comparison with the travel time when using public transport for a comparable distance.
   - Number of travel hours compensated
     - The employee will be entitled to full compensation for travel time if the employee spends no more than one day at the site where the in-situ work is performed or if the employee has to spend the night away from home on account of this work.
     - If the employee works longer than one day on an in-situ task and must travel to and from the site each day, the employee is entitled to full compensation for two hours or less of additional travel time; if the employee travels longer than this, at least two hours will be compensated.
   - Travel time compensation percentages
     The amount of compensation for travel time depends on the day on which the employee travels. The percentages below apply to the contracted work week.
     - Monday to Saturday (inclusive): 0.48% of the monthly earnings (82.8% of the hourly earnings);
     - Sunday: 0.96% of the monthly earnings (165.5% of the hourly earnings);
     - On a public holiday recognised in the collective agreement: 1.43% of the monthly earnings (246.6% of the hourly earnings).[14]
   - Travelling home once a week
     - An employee who has to spend more than a week away from home will be given the opportunity each week of travelling home upon completion of the work week stipulated for the job. The employer may, however, deviate from this if the work so demands or if travel connections so occasion; this must be arranged in prior consultation.
     - If, according to the work schedule, work will also be performed on Saturday, once every two weeks the employee may leave work at such a time that he can arrive home by around 15:00 on that Saturday. In this case, the employee will not be required to start travelling back to the same site any earlier than at 06:00 the following Monday, with the travel time determined based on a route starting from the centre of the employee's place of residence.

14 Annex J shows the premium as a percentage of the earnings per week and per four-week period.

d. Compensation for travel and accommodation costs
   - Only additional costs
     The employer will pay the employee compensation for additional travel and accommodation costs incurred while performing in-situ work.
   - Travel costs
     The compensation to be paid will be determined based on the shortest possible route by public transport travelling at the lowest fare.
   - Accommodation costs
     If the travel connections are such that an overnight stay at a guest house is required, the employer will reimburse the costs with due observance of company rules. In such cases the employee will be given an allowance of € 3.40 per day for out-of-pocket expenses, unless these are reimbursed by some other means.

3.7.8 Working at home – commuting costs

a. The employer shall draw up a reasonable scheme for working at home.
b. The employer shall draw up a reasonable scheme for commuting costs.

3.8 Paid sick leave and incapacity for work

Recommendation re. 3.8

The parties to this collective agreement recommend that the companies, in consultation with the works council or the commission for Safety, Health and Welfare, draw up a comprehensive plan of approach to dealing with preventable sickness absence and incapacity for work. Aspects which should in any case be covered in this plan are:

- **improvements that should be made concerning the quality of the working conditions, paying particular attention to noise, dangerous substances, and ergonomic and social conditions;**
- **a targeted sickness absence policy that includes combined social and medical support; and**
- **a timetable for the implementation of the plan and its evaluation.**

3.8.1 Continued payment of wages (sick pay) and top-up

a. During the first 52 weeks that an employee is incapacitated for work and is not entitled to benefit under the Sickness Benefits Act, the employer will top up the wage prescribed by law; this top-up is equal to the difference between the wage prescribed by law and 100% of the full daily wage under the Sickness Benefits Act.[15]

b. During the following 52 weeks that an employee is incapacitated for work and is not entitled to benefit under the Sickness Benefits Act, the employer will pay the employee the wage prescribed by law, up to a maximum of 70% of the maximum daily wage under the Sickness Benefits Act.

c. Contrary to the provision set out in 3.8.1(b), the employer is obliged to top up the wage prescribed by law during the second 52 weeks of incapacity for work by an amount equal to the difference between the wage prescribed by law and 80% of the full daily wage under the Sickness Benefits Act:

15 Also see 3.8.3.

- as long as the employee, in the view of the employer and the occupational health physician, cooperates to the best of their ability in recovery and vocational rehabilitation;
- if the employee is fully incapacitated for work and the occupational health physician has determined that the employee has no further lasting capacity for work.

d. The employer may, in consultation with the trade unions, and bearing in mind the provisions of Article 7:629 of the Dutch Civil Code, reduce the percentage referred to in 3.8.1(a) by a number of percentage points, spread, if desired, over different periods during the first 52 weeks of incapacity for work while at the same time increasing the statutory percentage referred to in 3.8.1(b) by the same number of percentage points, again, if desired, spread over different periods.

e. If the employee has reached Dutch state retirement age or has been deprived of liberty by law the employer is not required to provide a top-up nor pay said employee's wages for the first two days of incapacity for work.

3.8.2 Deviations

a. The employer will not make use of the possibility provided by law to agree with the employee that one day be deducted from the employee's annual leave entitlement in the event of calling in sick.

b. The employer will not be required to pay sick pay or a top-up for the first day of sick leave if the company has introduced a policy aimed at preventing abuse of sick leave that states such. The employee is required to consult with the works council before introducing such a policy for the first time.

c. In consultation with the works council, the employer may draw up a policy stating how an employee is to act while on sick leave. If this policy includes sanctions for employees who contravene the sickness absence monitoring regulations, the employer may impose these sanctions, in which case the employer may derogate from the provisions of 3.8 stated above.

3.8.3 Daily wage under the Sickness Benefits Act

a. In the event of incapacity for work, the private use of a car placed at the employee's disposal by the employer is disregarded when calculating the daily wage under the Sickness Benefits Act (hereinafter also referred to as the 'Sickness Benefits Act daily wage').

b If the employee's working hours are increased or reduced during the reference period that applies for establishing the Sickness Benefits Act daily wage, a notional Sickness Benefits Act daily wage will apply for the purposes of 3.8.1(a) and (c) and 3.8.4(b). That notional Sickness Benefits Act daily wage will be equal to the Sickness Benefits Act daily wage that would have applied if the employee's working hours during the entire reference period had been the working hours that applied at the time when the incapacity for work commenced.

c. The Sickness Benefits Act daily wage (actual or notional) will be adjusted in line with the general salary adjustments in the Metalektro.

3.8.4 Vocational rehabilitation for employees declared partially incapacitated for work

a. If the employee has been declared partially incapacitated for work, the employer will offer the employee other suitable work where possible, and if no suitable work is available, will inform the employee of this in writing. In that case the employee will be offered guidance in finding suitable work with a different employer within or outside the sector. The employee will cooperate in these efforts. This does not, however, prejudice the employee's right to appeal as stipulated by law.

b. If an employee who is fully or partially incapacitated for work returns to work, the employer will top up the employee's salary from the moment the employee:
   - resumes work at the same employer, performing suitable work or doing his previous job with work adaptations;
   - starts work at another employer doing suitable work at the level of salary being offered for that work.

   This top-up will be such that, together with the salary, any other top-ups and/or disability benefits or other benefits, the total will be equal to a percentage of the full daily wage under the Sickness Benefits Act, i.e. 100% in the first year and 90% in the second year. This top-up will be provided for no longer than two years from the date the employee resumes work.
c. The employee will receive the top-up referred to in 3.8.4(b) even if the employee, in consultation with the occupational health physician, starts working as part of occupational therapy.

Recommendation re. 3.8.4

The parties to this collective agreement recommend that employers in the industry stimulate the vocational rehabilitation of employees who are to some degree incapacitated for work by:
- examining which posts at the company are or could be made suitable to be performed by said employees;
- in the event of one of these posts becoming vacant, report the opening to one or more bodies charged with the vocational rehabilitation of employees who are to some degree incapacitated for work.

3.8.5 Differentiated WGA premium: recovery option

WGA is the Dutch initialism for the Resumption of Work (Partially Disabled Persons) Regulations. This act states that the employer may recover the differentiated premium for the WGA from the employee. During the term of this collective agreement, the employer may recover up to 50% of said premium.

3.8.6 WGA gap insurance

a. With effect from 1 January 2009, the employer is obliged to offer the employee a WGA gap insurance under the Resumption of Work (Partially Disabled Persons) Regulations (WGA) to cover the financial risk of incapacity for work for at least 35% but less than 80%. This insurance entitles the employee to claim a periodic benefit to supplement the WGA follow-up benefit until they reach Dutch state retirement age. The amount of the benefit is equal to 70% of the daily wage under the Sickness Benefits Act, up to the maximum daily wage pursuant to the Sickness Benefits Act, multiplied by the percentage of incapacity for work and less the WGA follow-up benefit.
b. The obligation to offer a WGA gap insurance does not apply for employers who bear the risk referred to in 3.8.6(a) themselves or who decide to assume the risk on the advice of the works council.
c. The premium for the WGA gap insurance was paid by the employee until 1 January 2011; from 1 January 2011 the employer and employee must each pay for 50% of the premium evenly.[16]
d. If the employer already offered employees a WGA gap insurance on 1 November 2007, the insurance must be amended to comply with the conditions stipulated in 3.8.6(a) and (c) on the occasion of the first contract extension.

16 The amount withheld must not lead to payment of a salary that is less than the minimum wage.

3.8.7 WIA lower threshold insurance[17]

If the employee takes part in a WIA lower threshold insurance to be determined by the Consultative Council in the Metalektro (ROM), the employer will pay 50% of the insurance premium for this. This applies from 1 January 2009.

Notes to 3.8.7

A WIA lower threshold insurance has been provided in the industry since 1 January 2009. Employees have the option of joining this scheme. The WIA lower threshold insurance covers the financial risk in the event of incapacity for work of between 15% to 35% (i.e. the lower threshold). This insurance provides the employee with a regular benefit equal to 100% of the daily wage under the Sickness Benefits Act, up to a maximum of said daily wage, multiplied by the percentage of incapacity for work during a specified period.

17 WIA is the Dutch abbreviation of the Work and Income (Capacity for Work) Act.

3.9 Payment for periods of lay-off during contract of employment

3.9.1 During the first six months of the contract of employment

During the first six months of the contract of employment, the application of Article 7:628 of the Dutch Civil Code is restricted to one week. The employer will continue to pay the salary for a period of one week at most.

3.9.2 Unworkable Weather Regulation

a. The main points:
   - The weather conditions are unworkable if the employee is unable to work during or due to:
     - a period of frost, freezing rain or snow,
     - excessive rainfall, or
     - other exceptional weather conditions, including storms, as referred to under (b).
   - The risk of unworkable weather conditions is borne by the employer for a number of days. In derogation from Article 7:628 of the Dutch Civil Code, the employer only pays the employee's salary for those days. The employee may be eligible for unemployment benefit in the event of more days of unworkable weather (see (c)).

b. Types of unworkable weather
   - **Frost, freezing rain or snow**: an unworkable day due to frost, freezing rain or snow is a working day:
     - in the winter (the period from 1 November to 31 March of the following year),
     - on which no work is performed due to frost, freezing rain or snow, and
     - which meets at least one of the following conditions:
       - Frost and snow: the temperature measured by the KNMI was below -3° Celsius between midnight and 07.00.
       - Freezing rain: the KNMI reports freezing rain.
   - **Excessive rainfall**: an unworkable day due to excessive rainfall is a working day:
     - in a calendar year,
     - on which no work is performed due to rainfall for at least 300 minutes between 7.00 a.m. and 7.00 p.m., as measured by the KNMI.
   - **Other exceptional weather conditions, including storms**: a day on which the KNMI has issued a code red.

   Whether these conditions apply is determined by the measurements of the KNMI measuring station in the postal code area in which the employee was or should have been working at that time.

c. Employer's risk and continued payment of salary

Table: Unworkable weather: employer's risk and employee's income

type of unworkable weather	continued payment of salary by employer	employee's income with multiple unworkable days
Frost, snow, or freezing rain	the first 2 days of frost, snow or freezing rain per winter season	Unemployment benefit: for the days in excess of the number referred to in the middle column, the employer may apply to the UWV on behalf of the employee for an unemployment benefit under the statutory scheme.
Excessive rainfall	the first 19 days per calendar year	
Other exceptional weather conditions	the first 2 days per calendar year	

Notes to 3.9.2

- In the event of unworkable weather, the employer will notify the employee before 10 a.m. that he does not have to come to work that day. If the employee is already present at work, the employer will send him home before 10 a.m. The duty to notify the employee does not apply in the case of excessive rainfall.
- Unworkable weather is not a ground for dismissal.
- The employer will report unworkable weather to the UWV every day in accordance with the procedural rules of the UWV.
- The employee may not perform (alternative) work on an unworkable day that has been reported to the UWV.
- The employer will follow all of the rules laid down in the UWV's Unworkable Weather Regulation and the collective agreement. Compliance with them will be monitored. Sanctions will be imposed for any abuse and/or improper use.
- For more information, see also the Guidelines of the Ministry of Social Affairs and Employment: www.rijksoverheid.nl/documenten/richtlijnen/2020/09/18/cao-bepaling-regeling-onwerkbaar-weer.

3.9.3 Temporary short-time working scheme

If the employer introduces a temporary short-time working scheme approved by the competent body, the employer will not pay salary for the hours in which no work was performed. Article 7:628 of the Dutch Civil Code does not apply in this event.

Recommendation re. 3.9.3

The parties to this collective agreement advise the employer to, before proceeding to introduce a temporary short-time working scheme as per Article 8 of the Labour Relations (Special Powers) Decree (BBA), consult with the employers' association, the trade unions, and the works council.

3.9.4 Unemployment benefits

a. If the employee is entitled to benefit under the Unemployment Insurance Act because the employer is not or is no longer obliged to pay the salary under the provisions of 3.9.1, 3.9.2 or 3.9.3, the employer will top up this benefit to the level of the salary.
b. In the cases as referred to in 3.9.2 and 3.9.3, the employer will continue to pay the salary of an employee who is not entitled to benefit on account of the conditions laid down in Articles 15 to 21 inclusive of the Unemployment Insurance Act.

3.10 Pension

3.10.1 Mandatory participation

Except where the pension administrator has granted an exemption, the employee is obliged to participate in the pension scheme of PME pensioenfonds, hereinafter called the Metalektro Pension Fund or PME.

3.10.2 Personal pension arrangements

An employer who has requested and received permission from PME to be exempted from the pension scheme made mandatory for employees in the Metalektro is obliged to make arrangements by no later than 1 January 2008 that provide the same conditional additional pension entitlements as those granted to members born between 1950 and 1972 pursuant to Article 1.1.33 'Transitional scheme for PME Voluntary Early Retirement, Pre-pension and Life-Course Savings (VPL) scheme' of PME pension scheme dated 1 January 2015, corresponding to the scheme the parties to this collective agreement have set out in the 'Agreement on Voluntary Early Retirement, Pre-pension and Life-Course Savings (VPL) with regard to the Metalektro. The employer must subsequently continuously maintain said arrangements. Said arrangements to be made by the employer must also stipulate that, in the event of personal and collective change of employment within the Metalektro, no loss of conditional additional pension entitlements will occur, however only if and insofar as these entitlements have not yet been acquired (prior to retirement), making them unconditional.
This transitional scheme can be financed through payment of a yet-to-be-determined contribution. The employee's part in this contribution will be no more than 50% of the difference between this contribution and the contribution for PME for the conditional additional pension as last determined in 2020.

3.11 Death benefit

3.11.1 Death benefit

An employee's surviving relatives are entitled to a lump-sum death benefit in accordance with the provisions of Article 7:674 of the Dutch Civil Code, which also states who is considered a surviving relative.

3.11.2 Calculating the death benefit

Contrary to the provisions of Article 7:674 of the Dutch Civil Code, the amount of death benefit is calculated over the period from the day after the employee's death up to and including the last day of the second month subsequent to the month in which the death took place.

3.11.3 Payment

The death benefit will be paid by the employer insofar as it is not paid by a body responsible for implementing the Sickness Benefits Act, the Disablement Benefits Act (WAO), or the Work and Income (Capacity for Work) Act (WIA).

Notes to 3.11

If the employee has a contract of employment concluded before 31 December 1970 which contains more favourable conditions on this point, the employee's surviving relatives will have the entitlement specified under these older conditions.

4. Annual leave, paid hours off, sick leave, and other leave

4.1 Annual leave

4.1.1 The term 'annual leave'

Annual leave refers to the days determined by the employer to be days of annual leave in accordance with the provisions of 4.1.6.

4.1.2 Accrual of annual leave

a. The employee accrues paid annual leave in proportion to the length of time they have been employed with the company in that calendar year. An employee who has worked full time throughout the calendar year is entitled to 27 days (216 hours) of annual leave. This does not apply to an employee who qualifies for the transitional scheme for additional annual leave for older employees as specified in 4.1.5: this employee is entitled to 25 days (200 hours) of annual leave.
b. The increase in annual leave agreed in 1991 and 1992 from 23 days (184 hours) to 25 days (200 hours) per year does not apply to the employee whose employer concluded an agreement with the trade unions at that time on the grounds of which the Basic Work Year in the company is shorter than the Basic Work Year referred to in the collective agreement. This company-specific agreement must include provisions addressing the consequences of the shorter Basic Work Year.
c. Public holidays falling on working days and leave days will be considered as days worked for the purpose of calculating annual leave entitlement.

4.1.3 Long-service leave

a. An employee who has been employed by the current employer for a period of 25 years or more without interruption is entitled to one day (8 hours) of long-service leave per year. If necessary, consultations will be held with the works council to determine the exact meaning of 'without interruption'.
b. This long-service leave will be added to the employee's leave entitlement in the calendar year in which the employee reaches 25 years of service. The long-service leave may not fall on a Saturday.
c. An employee who qualifies for the transitional scheme for additional annual leave for older employees (see 4.1.5) and who was 50 years or older on 1 January 2009 does not qualify for the long-service leave.

Notes to 4.1.3

In establishing whether service has been interrupted, allowance will be made for interruptions that occur which in all reasonableness should be ignored for the purpose of applying the provisions of 4.1.3; such periods of interruption should, however, not be included when calculating the number of years of service.

4.1.4 Additional day(s) of annual leave for a six-day work week

a. An employee who, according to his regular work schedule, regularly works six days a week in a 52-week period is entitled to additional annual leave as shown in the table following. The additional day or days of leave will be taken on a Saturday on which the employee is scheduled to work according to his regular work schedule.

Public holidays falling on working days and leave days will be considered as days worked for the purpose of calculating this additional annual leave entitlement.

Table: Additional day(s) of annual leave being scheduled to work 6 days on a regular basis

Number of six-day work weeks per 52 weeks under the regular work schedule	addition days of annual leave per 52 weeks
13 weeks or less	1 day (8 hours)
14 to 26 weeks (inclusive)	2 days (16 hours)
27 to 39 weeks (inclusive)	3 days (24 hours)
40 weeks or more	4 days (32 hours)

b. With regard to taking an additional day or days of leave on a Saturday, the information in the following table applies to an employee who has not yet been employed with the company for a full calendar year.

Table: Taking additional day(s) of leave on a Saturday in the event of less than one year's term of service

number of 6-day work weeks per 52 weeks	with a total number of days of annual leave in the calendar year:																					
	1-8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
up to 13 weeks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	-	-	-
14 to 26 weeks	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	2	-	-
27 to 39 weeks	0	0	0	0	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	-
40 weeks of more	0	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	3	3	3	3	3	4

4.1.5 Transitional scheme for additional annual leave for older employees

a. An employee who was employed by the company on 1 January 2009 and aged 40 years or older on that date is entitled to additional annual leave as stipulated under 4.1.5(b) or (c) below. The additional leave may not fall on a Saturday.

b. If the employee was 40 years or older on 1 January 2009 but younger than 50, he is entitled to additional annual leave as shown in the table following. The number of additional days of annual leave the employee was entitled to on 1 January 2009 will not change for as long as the employee remains employed by the same company.

Table: Additional annual leave for the employee who was aged 40 to 49 (inclusive) on 1/1/2009	
age on 1 January 2009	**additional days (hours) of annual leave**
40 to 44 (inclusive)	3 days (24 hours)
45 to 49 (inclusive)	4 days (32 hours)

c. If the employee was 50 years or older on 1 January 2009, he is entitled to additional annual leave. The employee aged 65 or older is entitled to 22 days (176 hours).

4.1.6 Scheduling annual leave

The employer will schedule the individual days of leave and the continuous period of annual leave for the employee in accordance with the following rules.

a. Relationship to year of accrual
Annual leave will preferably be taken in the same year in which the entitlement is accrued.

b. Religious holidays
The employer will take serious account of the employee's beliefs with regard to working on particular religious holidays and feast days, such as Good Friday, 15 August, 1 November, and similar.

c. Personal days of leave (days off)
The employer will schedule personal days of leave in timely consultation with the employee. If the employee is incapacitated for work, the employer will schedule these days in accordance with the wishes of the employee.

d. Personal uninterrupted period of annual leave
The employer will schedule a personal uninterrupted period of annual leave (i.e. annual holiday) in timely consultation with the employee and in accordance with the employee's wishes, unless there are serious reasons not to do so. From the time the employee makes his wishes known, the employer has a maximum of two weeks to inform the employee in writing that leave is not being granted at the desired time, stating the reasons for this decision; if the employer fails to do so on time, the annual leave must be scheduled in accordance with the wishes of the employee. If the employee is incapacitated for work, the employer will schedule the annual leave in accordance with the wishes of the employee.

e. Mandatory days off (collective leave)
The employer may also designate one or more days as mandatory days off (collective leave), in which case the following provisions apply. The employer may designate:
- one mandatory day off per calendar year in consultation with the works council;
- the second and third mandatory day off per calendar year with the consent of the works council;
- the fourth and any subsequent mandatory days off per calendar year with the consent of the works council, after the works council has consulted the employees on the matter.

f. Periods of collective annual leave
The employer must reach agreement with the works council before designating a specific period as a period of collective annual leave. The employees do not have to be consulted in this case.

g. Timely designation of collective leave
The employer will, insofar as possible, designate a period of collective annual leave or mandatory days off by no later than 1 December of the year prior to the year in which the day off or period of leave is to be scheduled.

h. Changing the scheduled annual leave
If there are serious reasons for doing so, and following consultation with the employee, the employer may change the scheduled dates of the annual leave. The employer is liable for any losses suffered by the employee as a result.

Recommendation re. 4.1.6 and 4.1.7

The parties to this collective agreement recommend that:

- unless company interests dictate otherwise, preference should be given to personal uninterrupted periods of annual leave, provided these periods are sufficiently spread out: it is desirable to spread the annual leave of all employees over a long period.
- when scheduling a period of uninterrupted annual leave, any holiday commitments the employee has already entered into should be taken into account.

4.1.7 Uninterrupted period of annual leave

a. Wherever possible, an uninterrupted period of annual leave (i.e. holidays) will commence between 30 April and 1 October and as a rule will last two weeks.
b. If the employer designates a period of collective annual leave that is shorter than two successive weeks, this leave must cover at least eight successive calendar days (i.e. including Saturdays and Sundays).
c. When designating the length of a period of collective annual leave, the employer will take serious account of the employees' beliefs with regard to not working on particular religious holidays and feast days, such as Good Friday, 15 August, 1 November, and similar.
d. Employees working shifts, regardless the shift system, must have at least one Sunday and two full weekends off in an uninterrupted period of annual leave.

4.1.8 Continued payment of salary and offset of unused annual leave

a. Employees are entitled to continue receiving their salary when taking annual leave.
b. If the employer has granted the employee annual leave in advance of accruing entitlement to such, the employer may offset this against leave yet to be accrued. This applies equally to a period of collective annual leave.
c. As long as the contract of employment is in effect, only contractual annual leave entitlement may be paid out to the employee in cash.

4.1.9 Days not considered days of leave[18]

a. The following are not considered to form part of the annual leave:
   - a public holiday recognised in the collective agreement;
   - days or parts of days during which the employee is not working due to being incapacitated for work, except where this concerns:
     - days or time the employer has scheduled as the employee's personal annual leave in accordance with 4.1.6(d);
     - days or time within a period designated as collective leave if the employee expressed the desire to be exempt from his vocational rehabilitation obligations on those days.

b. The following are not considered to form part of the annual leave either; days or parts of days on which:
   - the employee is not working due to short-term absence (4.4) or taking special leave for employees who are union members (4.6);
   - the employee is not working due to pregnancy or childbirth;
   - a young employee is not working because the employer has given his time off to take a course, as stipulated by law or under the terms of this

18 In the context of 4.1.9 'is not working' means is not performing the stipulated work.

collective agreement;
- the employee is not working because he is complying with an obligation arising from the law or a commitment between the employee and the government; that obligation or commitment must relate to national defence or the protection of public order. This provision does not apply if the employee is called up for military service or if the employee intends to be employed by the armed forces or another government agency;

c. If one of the situations under 4.1.9(b) applies to the employee during a scheduled holiday and the employee informs the employer of this in advance of that holiday, the relevant day will not be deducted from the employee's annual leave entitlement.
d. Days during a period of annual leave on which the employee becomes ill and for which the employer continues to pay the employee's wages will not be deducted from the employee's annual leave entitlement. This is subject to the employee reporting in sick immediately in the manner prescribed by the company.

4.2 Scheduled paid hours off

4.2.1 Number of scheduled paid hours off

a. The employee accrues scheduled paid hours off - i.e. time during which the employee is scheduled to work but is given time off with pay - in proportion to the length of time he has been employed with the company in that calendar year. The number of scheduled paid hours off is 104 for a full calendar year, i.e. 13 scheduled paid days off.
b. In consultation with the works council, the employer may set fewer or even no scheduled paid days off for a calendar year for the entire company, one or more departments, or one or more groups of employees.
c. Should the employer opt to do this, then the actual salary of the employees affected for that calendar year will be increased by 0.383% for each scheduled paid day off (8 hours) less than the 13 scheduled paid days off (104 hours) per calendar year.

Notes to 4.2.1(c)

The employee accrues holiday pay and, if applicable, the shift premium over this temporarily higher salary, and pension contributions must be paid over this income.

d. The employer will inform the employees of a decision to reduce the number of scheduled paid hours off by no later than November of the year preceding the relevant calendar year. Employees who, within three weeks of receiving notification of the decision, inform the employer in writing that they do not agree with the reduction will retain their entitlement to 104 scheduled paid hours off.

4.2.2 Designating time as scheduled paid hours off

a. The employer will select half working days on which the employee is scheduled to work to be designated as scheduled paid hours off. The employer can decide otherwise for economical or organisational reasons or reasons relating to labour market conditions.
b. After consulting the employee, the employer determines which working hours will be scheduled paid hours off.
c. The employer will inform the employee which working hours will be scheduled paid hours off. The employer will designate these periods at least 14 days in advance of the start date of the schedule, though the employer may agree a different period with the works council.
d. On consultation with the works council, the employer may designate 24 scheduled paid hours off as

collective time off that applies to all (or practically all) employees. The employer must have the consent of the works council before designating more than this number of hours as said collective time off. The works council must first consult the employees on the matter before providing consent. The employees do not have to be consulted, however, if the period is designated as collective annual leave.

e. The employer must have the consent of the works council before changes can be made to the usual way, within the company, in which scheduled paid hours off are assigned or how these are spread over the year. This also applies if the change affects only one part of the company.
f. The consent of the works council as stated in 4.2.2(c), (d) and (e) is not required in the event that an employee is assigned to work outside the company and is unable to work at the other site due to collective time off in effect at that site at that time, in which case the employer will first make use of the 24 scheduled paid hours off referred to in 4.2.2(d).
g. In situations other than those referred to in 4.2.2(e) and (f), the employer may only designate periods other than half working days as scheduled paid hours off in consultation with the employee concerned.

Notes to 4.2

Employees who are sick during a period in which scheduled paid hours off are being taken are not entitled to alternative time off.

4.3 Alternative use of annual leave, scheduled paid hours off, and overtime

4.3.1 Time-saving scheme

a. In consultation between the employer and the trade unions and/or the works council a time-saving scheme may be introduced in the company.
b. Under such a scheme, employees may save time (i.e. leave entitlement) using scheduled paid hours off, contractual annual leave entitlement, and overtime.
c. The employer and employees may agree that, in the context of the time-saving scheme, the employee may save more than six days of contractual annual leave per year in the in the form of time or money.
d. Participation in the time-saving scheme is voluntary for the employees, with the understanding that the provisions in this collective agreement concerning determining scheduled paid hours off, annual leave, and overtime still apply.
e. Employers who implement a time-saving scheme must provide a guarantee, for example by establishing a special fund or arranging reinsurance.
f. An employee's entitlement to hours saved under a time-saving scheme does not lapse with time.

4.3.2 Personal time-saving

a. On consultation with the employer, the employee is entitled to cash in lieu of a maximum of 12 half working days of scheduled paid hours off, with said cash to be put towards their pension/early retirement provision.
b. The entitlement referred to under 4.3.2(a) does not exist or is restricted to fewer than 12 half working days of scheduled paid hour off if and insofar as:
   - the employer has made use of the option stipulated in 4.2.2(d) and has designated more than 14 half working days as collective time off, assuming this also applies to the employee concerned;

- the employer has made use of the option stipulated in 4.2.2(e) and has applied more than 14 half working days of scheduled paid hours off in a form other than scheduled half working days off, assuming this also applies to the employee concerned;
- despite the other provisions of 4.3.2(b), the employer cannot reasonably be required to grant this entitlement; if the employer is of the opinion that this is the case, the employer will notify the employee accordingly in writing stating the reasons for this decision.

4.3.3 Buying, saving and selling days

a. The employee is entitled to buy a maximum of ten days of leave per year. These days of leave may only be taken in consultation with the employer.
b. The employee may save hours of contractual annual leave up to a maximum of 13 times the number of contracted working hours per week. The saved days do not lapse with time.
c. At the request of the employee, the employer and employee may agree that the employee can sell up to six days of contractual annual leave a year for other purposes than the employee's pension/early retirement provision or a time-saving scheme.

4.3.4 Saving leave

a. The parties to the collective agreement wish to establish a fund at sector level to allow employees to save days of leave. The following principles apply:
   - the fund is an 'external' (sectoral) fund;
   - employees can convert the balance of available hours off from the preceding calendar year into a cash sum that they can deposit in the fund;
   - the scheme applies for newly accrued hours;
   - after the scheme has entered into force, up to 25% of the balance that was already accrued before 1 January 2021 can be used for the leave-saving scheme every year;
   - statutory days of leave may not be saved.
b. The parties to the collective agreement will work out the further details of this scheme.
c. With effect from a date to be determined by the parties to the collective agreement, the employee will be able to save up to 100 weeks of the available free hours from the preceding calendar year via this fund.

4.3.5 Life-course savings plan and leave

If an employee wants to take leave in a case which has not been regulated by law using credit under the life-course savings plan, the following provisions apply:

a. The employee may take part-time or full-time leave.
b. The employee must submit to the employer a written request for this leave, taking into account the following periods of notice:
   - at least three months for a period of leave lasting less than three months;
   - at least six months for a period of leave lasting three months or longer.
c. After consulting the employee, the employer will make a decision on the leave request within one month of receiving the request.
d. The employer will automatically grant a request from the employee for leave lasting no more than two years directly preceding the employee's date of retirement.

Notes to 4.3.5

This may be, for example, a period of unpaid leave to spend time caring for parents who need help, to study, to take a sabbatical, etc. This does not concern leave that is prescribed as paid leave under the Work and Care Act, i.e. maternity leave, paternity/partner leave, adoption leave, emergency leave, short-term sick leave, short-term care leave, and parental leave.

4.4 Short periods of absence

4.4.1 The arrangements

a. An employee who needs to leave work for a short period of time during working hours due to special circumstances will be permitted to do so where this is customary within the company.
b. The following table shows the number of hours/days over which the employer will continue to pay the employee's wages in the event of the circumstances listed.

Table: Short periods of absence	
circumstance	**continued payment of wages for**
Marriage and related events; when the employee is	
registering his/her notice of marriage	a reasonable period of time; max. 1 day
getting married or concluding a cohabitation agreement before a civil-law notary	2 days
attending the wedding of his/her (step-)child	1 day
attending the wedding of his/her (step-)brother, (step-)sister or grandchild	in total max. 1 day per calendar year*
celebrating his/her 25th or 40th wedding anniversary	1 day
Childbirth and adoption; on the occasion of	
the employee's partner giving birth**	1 day
adopting a child***	1 day
In the event of the death of	
the employee's partner	4 days
a child living at home	4 days
a child not living at home	2 days
one of the employee's (step-)parents	2 days
In the event of the death/attending the funeral of	
the partner of the employee's (step-)child	1 day
the employee's grandchild	1 day
a parent of the employee's partner	1 day
a grandparent of the employee or the employee's partner	1 day
the employee's (step-)brother or (step-)sister	1 day
the partner of the employee's (step-)brother or (step-)sister	1 day
the (step-) sister or (step-)brother of the employee's partner	1 day
For professional examinations	
if the employee is taking professional examinations to obtain an accredited diploma if this is in the company's interests	a reasonable period; max. 1 day
In other situations, i.e. the employee	
complying with a statutory regulation or a commitment imposed by the government which has to be satisfied in person and for which the government does not provide financial compensation	a reasonable period of time; max. 1 day
being called up for a medical examination for military service	1 day
attending the ordination of his/her child, (step-)sister, or (step-)brother	in total max. 1 day per calendar year*
attending the profession of vows of his/her child, (step-)sister, or (step-)brother	in total max. 1 day per calendar year*

* In these circumstances, the employee is entitled to a total of 1 day of leave per year.

** In addition to this, the employee is entitled by law to paternity/partner leave.

*** This is in addition to the employee's statutory leave entitlement.

4.4.2 Partner in this context

a. In this context, partner means the employee's spouse or the person with whom the employee cohabits, without being married, and with whom he runs a joint household, as long as the employee has notified the employer in advance that this person is his partner. A partner does not include a first-degree relative under Dutch law.
b. Partners run a joint household if they both have their main place of residence in the same home and can been seen to care for each other, for example by contributing to the cost of running the household.

4.5 Special leave

4.5.1 Consequences for the Basic Work Year

a. There are hours during which the employee does not work and yet are deemed to be hours worked for the purpose of calculating the Basic Work Year (BWY). This applies in the case of the employee taking special leave of the type shown in the table below (and in the event of incapacity for work; see 4.5.3). The table also states the provision of the collective agreement which sets out the terms and conditions for the particular form of leave.
b. The scheduled number of hours for the employee for the day or days on which leave is taken are included in full when calculating the Basic Work Year. If the employee does not have a work schedule, it will be assumed the employee works 8 hours a day.
c. The amount of pay owed for these hours of leave may or may not be included in the employee's monthly earnings; to see whether it is, see the right-hand column of the table below, and for incapacity for work, see 4.5.3(c).

4.4.3 Other arrangements

The company will consult internally on arrangements for situations other than those described in the table above, on the grounds of regional or local custom for example.

4.4.4 Absence to attend medical appointments

Arrangements will be made in the company for absence for the purpose of visiting a GP, dentist, or medical specialist, or for post-treatment care.

Table: Special leave and pay		
types of special leave that qualify as hours worked when calculating the BWY	**provision of the collective agreement**	**pay included in the monthly earnings: yes / no**
time off after overtime	2.6.2(c)	yes
time off to compensate for overtime/excess hours	3.7.2	yes
lay-off period during contract of employment		
- Article 7:628 Dutch Civil Code	3.9.1	yes[19]
- unworkable weather conditions/adverse water level	3.9.2	yes[20]
- temp. short-time working scheme	3.9.3	no[21]
additional leave granted for:		
- long-term service	4.1.3	yes
- transitional scheme for older employees	4.1.5	yes
short periods of absence	4.4	yes
special leave for employees who are union members	4.6	yes
buying days	4.3.3	no
employability day	5.1	yes
training days	5.3	yes
CA training day	6.11	yes
pregnancy and childbirth		no[22]
military retraining exercises		no

4.5.2 In the case of regular shift work

If, according to that stated in 4.5.1, the employee's wage during the hours of leave is included in the monthly earnings and he regularly works shifts, the employee will also receive the average hourly shift premium during the hours of leave, calculated over the preceding three months.

4.5.3 In the case of incapacity for work

a. In the case of incapacity for work, the hours of sick leave will be included as hours worked when calculating the Basic Work Year when these hours concern time the employee is sick while on scheduled annual leave.
b. These hours of sick leave will not be deemed to be hours worked if these are:
   - days or time the employer has scheduled as the employee's personal annual leave in accordance with 4.1.6(d);

19 For a maximum of one week. Also see 3.9.3.
20 Maximum of one week for each separate period of work interruption. Also see 3.9.2.
21 Top-up of benefit under the Unemployment Insurance Act to the level of the salary. Also see 3.9.4.
22 The employee is paid during this leave by means of benefits paid by the employee insurance schemes implementing body UWV.

- days or time within a period designated as collective leave if the employee expressed the desire to be exempt from his vocational rehabilitation obligations on those days.

c. The amount of pay owing for hours of sick leave may or may not be included in the employee's monthly earnings, i.e.:
   - the hours are included if these concern hours that the employee has reported in sick while on scheduled annual leave;
   - the hours are not included if these come after the period of continued payment of wages stipulated by law.

Notes to 4.5.3

Employees who are sick during a period in which scheduled paid hours off are being taken are not entitled to alternative time off.

4.6 Special leave for employees who are union members / Special leave for employee who are union members

4.6.1 Paid time off

An employee who is a member of a trade union will be given paid time off for the following activities, having due regard to the provisions of 4.6.2:

a. participating as an official representative in union congresses, union councils, general meetings, or a comparable body;
b. participating as an official representative in collective agreement negotiations in the Consultative Council in the Metalektro (ROM);
c. participating in courses organised by the trade unions.

Notes to 4.6.1(a)

Comparable bodies are:

- for FNV Metaal: Members Parliament, Sector Council, and Industry Group Section;
- for CNV: Union Council, Council for the Industry Sector, Collective Agreement Committee for the Metalektro, and District Executive Group for Industry/ Metalektro;
- for De Unie: Executive Council, and National Board for the Metal Sector.

4.6.2 Conditions

a. The trade union must notify the employer in good time to request this time off for its members.
b. The employee will only be granted paid time off to participate in a course organised by the trade union as referred to in 4.6.1(c) if this does not conflict with company interests. Furthermore, such granting of time off will, in principle, be restricted to two days per two years per nine employees organised in the trade unions.

Notes to 4.6

Deviation from the provisions of 4.6 in an MB collective agreement may only be made with respect to employees who are members of trade unions that are actually involved in concluding the MB collective agreement and have signed it.

5. Training and development

5.1 Working on sustainable employability

5.1.1 One day a year

The employee is entitled to one 'employability day' (8 hours) per calendar year over which the employer continues to pay the employee's salary.

5.1.2 Use of the day

The employee uses the employability day to actively and autonomously work on remaining employable in the long term, with the time used specifically for a course or on development or health. The employee decides how to use the sustainable employability day in consultation with the employer.

Note to 5.1

The sustainable employability day may not be used as a leave day or as a scheduled paid day off. The employee must, if requested, inform the employer of the purpose for which the day is used.

5.2 Career planning interview

5.2.1 One per year

The employee is entitled to one interview in each calendar year covering career planning, development, training and sustainable employability.

5.3 Training days

5.3.1 Number of training days

The employee accrues the right to two training days (16 hours) per year. Entitlement to training days (hours) will be accrued in proportion to the period of employment during the calendar year.

5.3.2 Use of training days

Training days (hours) need not be used in the calendar year in which the employee accrued the right to these: up to five days (40 hours) can be collected; any hours in excess of this number will lapse. The employer and employee may agree, however, that the excess training days (hours) will remain valid for a longer period of time.

5.3.3 Choice and scheduling of training

Employees will choose the course for which they wish to use the training day in consultation with the employer. The employer and the employee will determine the days (hours) when the employee will take the course in close consultation.

Notes to 5.3

Employees may report any problems they encounter in availing themselves of their right to training days to the Consultative Council in the Metalektro (ROM).

5.4 Study costs and apprentice remuneration scheme

5.4.1 Study cost scheme

The employer will draw up a study cost financing scheme.

5.4.2 Apprentice remuneration scheme

The employer will draw up a reasonable apprentice remuneration scheme.

5.5 Accreditation of prior learning (APL)

5.5.1 Reimbursement

As of 1 January 2013, for each period of five calendar years the employee is entitled to reimbursement by the employer of the costs incurred for an APL test up to a maximum of € 850 gross.

5.6 Generation pact

5.6.1 Objective and approach

a. Under the Generation Pact Scheme:
   - an older employee may work fewer hours
   - for a certain percentage of the original salary
   - while still being entitled to full pension accrual over the original salary.

b. The scheme will continue to be implemented until 31 December 2028.

c. The technical implementation of the Generation Pact is described in Annex C of this collective agreement: Generation Pact Scheme.

Notes to 5.6.1

With the Generation Pact, older employees are given the opportunity to work fewer hours and reach retirement in good health and young people get the chance to enter the workforce. The guiding principle is that the hours that become available due to older employees working less are filled by new recruits with a contract of employment.

5.6.2 Variations

a. An employee who regularly works shifts[23] and who is aged 60 or older and who has an annual salary of not more than € 70,000 gross may ask the employer to apply the 80/90/100 Variation. The employer shall grant the request.

b. An employee who does not regularly works shifts and who is aged 62 or older and who has an annual salary of not more than € 70,000 gross may ask the employer to apply the 80/90/100 Variation. The employer shall grant the request.

c. An employee aged 62 or older and who has an annual salary of not more than € 70,000 gross may ask the employer to apply the 70/85/100 Variation. The employer has the option to grant the request or reject it (dual optionality).

d. An employee aged 63 or older - or at a younger age if and as agreed within the company - with an annual salary of more than € 70,000 gross may ask the employer to be allowed to make use of one of the Variations. The employer has the option to grant the request or reject it (dual optionality).

e. If agreements are made at company level that deviate in a positive sense for employees in terms of the age at which an employee can make use of this Generation Pact, the pension fund and/or insurer is mandated to implement the technical aspects of those agreements.

f. The amount specified in a to d applies for full-time employees; for employees working part-time the amount is proportionate to the number of hours they work. This amount will be adjusted in accordance with the basic salary increases agreed in the collective agreement and will be € 78,537 gross as of 1 June 2024, € 81,089 gross as of 1 January 2025 and € 83,522 gross as of 1 June 2025.

23 Regular shift work' is deemed to mean shift work that has been performed over a period of at least one year and which is or must be performed according to a pre-arranged schedule (see also definitions in 7.3 of the Basic Collective Agreement).

5.7 Early retirement

5.7.1 The scheme

The Early Retirement Scheme (Regeling Vervoegd Uittreden, RVU) enables employees to stop working up to three years before the state retirement age under certain conditions. Employees who are eligible to participate in the scheme will receive a financial benefit until they reach the state retirement age.

5.7.2 Employee's entitlement

a. Employees are entitled to take early retirement if:
   - they leave employment at their own request in the period from 1 January 2022 to 31 December 2025; and
   - on the retirement date they have reached an age that is no more than 36 months and no less than 6 months prior to the state retirement age; and
   - they earn a gross salary of not more than € 4,000 excluding allowances for full-time employees
     or
     in a period of at least five consecutive years immediately prior to the retirement date they have regularly worked for a period of at least two years:
     - in shifts, or
     - in on-call duty, or
     - have received an SAO allowance or similar allowances for onerous working conditions (such as a dirty work allowance).

b. The amount under a applies for an employee in full-time employment; the amount for employees who work part-time is proportionate to the number of hours they work. This amount will be adjusted in line with the basic wage increases agreed in the collective agreement and come to € 4,488 gross as of 1 June 2024, € 4,634 gross as of 1 January 2025 and € 4,733 gross as of 1 June 2025.

5.7.3 Collective agreement on an Early Retirement Scheme

The Early Retirement Scheme is laid down in the Collective Agreement on a Metalektro Early Retirement Scheme 2021/2025.

6. Additional provisions

6.1 Social policy

6.1.1 Annual Social Report

The employer will also provide the trade unions with a copy of the annual social report it provides to the works council and will discuss the information contained in this report on request of the trade union or trade unions.

6.1.2 Internal vacancies

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

6.2 Profit-sharing scheme

6.2.1 Amending the current scheme

The employer will only amend a profit-sharing scheme laid down in company regulations after consulting with the trade unions and with the consent of the works council.

6.2.2 Introducing a scheme

The employer will consult with the trade unions prior to introducing a profit-sharing scheme which contains elements of performance-related pay.

6.3 Consultative Council in the Metalektro (ROM)

6.3.1 ROM

There is a 'Consultative Council in the Metalektro' (also known by its Dutch abbreviation 'ROM'), whose articles of association form part of this collective agreement.

6.3.2 Employer contribution

The employer must pay ROM a contribution to fund ROM administration costs at branch level. This contribution (levy) is determined by the board of ROM. The combined levy for ROM, A+O and SSF is 0.5%. In 2024 and 2025, the levy for ROM is at least 0.12% of the wage bill for the company in that year under the Social Insurance (Funding) Act [*Wet financiering sociale verzekeringen*; Wfsv].

6.3.3 Advance payment

The employer is obliged to pay an advance on its ROM contribution. In 2024 and 2025 the employer must do this by a date to be set by ROM, which will in any case be no later than 15 October of each year. ROM will determine the amount of the advance on the basis of a reasonable estimate of the company's wage bill under the Social Insurance (Funding) Act. The final settlement for 2024 will be made no later than 15 August 2025; the final settlement for 2025 will be made no later than 15 August 2026.

6.3.4 Duty to disclose information

The employer is obliged to provide ROM with the information it needs to calculate the advance and contribution.

6.3.5 Interest on late payment

If the contribution or advance is not paid on time, the then current statutory interest on the amount owing will be charged from the date that payment of the contribution or advance is due.

6.4 Social fund

6.4.1 SSF

ROM has set up a Social Fund in the Metalektro, known by its Dutch abbreviation SSF. The articles of association of SSF form part of this collective agreement.

6.4.2 Employer contribution

The employer must pay SSF a contribution, which in 2024 and 2025 is at least 0.08% of the wage bill for the company in that year under the Social Insurance (Funding) Act.

6.4.3 Advance payment

The employer is obliged to pay an advance on its SSF contribution. In 2024 and 2025 the employer must do this by a date to be set by ROM; this will in any case be no later than by 15 October each year. ROM will determine the amount of the advance on the basis of a reasonable estimate of the company's wage bill under the Social Insurance (Funding) Act. The final settlement for 2024 will be made no later than 15 August 2025; the final settlement for 2025 will be made no later than 15 August 2026.

6.4.4 Duty to disclose information

The employer is obliged to provide ROM with the information it needs to calculate the advance and contribution.

6.4.5 Interest on late payment

If the contribution or advance is not paid on time, the then current statutory interest on the amount owing will be charged from the date that payment of the contribution or advance is due.

6.5 Protection of employee representatives

6.5.1 No adverse effects

Employees elected as employee representatives in a company body may not suffer any adverse effects in their position as employee as a result of carrying out this work.

Notes to 6.5.1

This does not simply mean dismissal but also adverse effects concerning remuneration and promotion opportunities.

6.5.2 Mediation

An employee who believes that the employer is acting in contravention of the provisions of 6.5.1 may invoke the mediation procedure referred to in 7.9. The provisions of Article 4.A(2), (3), (4) and (5) of Annex E need not be applied.

6.6 Union work in the company

6.6.1 Consultations with the trade unions

The employer will consult with the trade unions if the latter lets it be known that they want to:

a. carry out trade union work within the company; and/or
b. arrange for employee members of the unions from the company to constitute part of the delegation for consultation on conditions of employment and any other matters that are generally arranged in consultation with the trade unions.

During this consultation, which will concern the consequences of the planned activities, the trade unions may be represented by a union executive working in the company, unless otherwise agreed.

6.6.2 Trade union facilities

In the context of the provisions of 6.6.1, the employer will provide the trade unions with the facilities to enable them to maintain contact with their members in the company. The employers and trade unions will consult on the type, extent and form of the facilities to be provided. Examples of facilities include:

a. allowing notices of meetings of member groups of the trade unions in the company to be sent through the company's usual channels of communication;
b. giving time off to executive members of the trade unions who work shifts in order to attend meetings of trade unions on company matters which are intended for them;

c. making company space available - usually outside company hours - for trade union meetings on company matters;
d. in urgent cases only, making company space available during company operating hours to allow contact between members of the trade unions in the company and trade union representatives; and
e. the annual allotment of hours the company makes available for union work within the company.

Notes to 6.6.2

- The number of union members within the company can be taken into account in determining how many hours per year will be made available for union work.
- The company rules in effect at the location must be respected when using the facilities referred to above.

6.6.3 No adverse effects for executive members

a. Executive members are members of a trade union who:
   - are members of the committee of company member groups;
   - in large companies:
     - are members of divisional committees that come under the responsibility of the board of company member groups; and
     - are employee members of a negotiation delegation, where applicable.

b. Executive members of the trade unions may not suffer any disadvantage in their position as employee as a result of filling this trade union position. The following conditions apply in this regard:
   - the consultation referred to in 6.6.1 has taken place;
   - the trade union facilities referred to in 6.6.2 have been provided; and
   - the trade unions have informed the employer in advance of the names of the employees who will be acting as executive members.
c. An employee acting as executive member may only be dismissed from the company if this employee would have been dismissed were he not an executive member.
d. If the employer is planning on dismissing an executive member, the employer must refrain from doing so until having spoken to the paid union official of the union of which the employee is an executive member. In the course of this interview an endeavour will be made to find a solution to the problem that has arisen.
e. If the employee concerned believes that the employer is acting in contravention of the provisions of 6.6.3(a), (b) and (c), the employee may exercise his right to mediation. See 7.9.2(d).
f. In the case of dismissal, if the Mediation Body has failed to give its opinion by the end of the period of notice, possible dismissal will be suspended until the Mediation Body has provided its opinion.
g. In the case of summary dismissal for compelling reasons as per Article 7:678 of the Dutch Civil Code, the contract of employment will be considered not to have been broken if the Mediation Body is of the opinion that the executive member was dismissed because of being an executive member.

Notes to 6.6.3

It is a principle of good policy that an employee elected or appointed to bodies or committees functioning within the company should not be dismissed or hindered by the employer in the opportunities within the company simply because of the position held. Examples of being hindered in the opportunities include having remuneration and promotion opportunities restricted. This principle is equally applicable to an employee who has been appointed as a union executive member. The legal grounds for dismissal apply equally to these employees. A dispute between the employer and employee should first be submitted to the organisation involved on either side before the matter is, if necessary, escalated to the Mediation Body.

6.7 Union subscription

6.7.1 Work Expenses Scheme

The employee who is a member of a trade union has the right in 2024 and 2025 to have his union contribution included in the tax exemption under the Work Expenses Scheme [Werkkostenregeling; WKR] in the company.

6.8 Hiring management consultancies, mergers, reorganisations, closures

6.8.1 Hiring management consultancies

The employer will consult with the works council before signing a final contract with management consultants to study the company's organisation. In these talks with the works council, the procedure for carrying out the study and the manner in which the employees will be informed about this will be discussed. If the study will also involve employees, the employer will also inform the trade unions.

6.8.2 Mergers

An employer considering a merger will take the social consequences into account in the decision. In that context, the employer will do the following:

a. The employer will inform the employers' association and trade unions as soon as possible about the measures under consideration.

b. The employer will inform the works council and the employees no later than one week later; this may occur later if agreed with the trade unions. The employer, the trade unions, and the employers' association shall observe secrecy about the measures under consideration up to the time the employer has informed the works council.
c. After this, the employer will discuss the measures under consideration and any possible consequences for the employers with the trade unions, the employers' association, and the works council in order to give them the opportunity to put forward their point of view and thus possibly affect the employer's decision. The employer will inform the Supervisory Board or any comparable policymaking body about the results of these deliberations.

6.8.3 Company closure or retrenchment

An employer considering closing a company or part of a company and/or radically altering the workforce will take the social consequences into account in the decision. In that context, the employer will do the following:

a. If the employer expects the scale of employment within the company to be seriously jeopardised by certain developments, the employer will inform the employers' association and the trade unions as soon as possible and invite them to discussions where the employer will provide insight into the nature and possible consequences of these developments.
b. The employer will inform the works council and the employees no later than one week later; this may occur later if agreed with the trade unions. The employer, the trade unions, and the employers' association shall observe secrecy about the measures under consideration up to the time the employer has informed the works council.
c. The employer will then discuss with the employers' association and the trade unions:
   - which measures are being proposed to adjust staffing levels;
   - when the measures will need to be taken;
   - which efforts will be made - with the cooperation of the parties involved - in the areas of training and retraining, transfer, and relocation to avoid compulsory redundancies. Among the matters to be discussed will be measures that could promote relocation within the company or elsewhere, and the way in which these measures can be implemented.
d. The employer will also discuss the measures to be taken with the works council in order to give them the opportunity to put forward their point of view and thus possibly affect the employer's decision. The employer will inform the Supervisory Board or any comparable policymaking body about the results of these deliberations.

Notes to 6.8.3

The parties to this collective agreement assume that the trade unions and the works council will be given sufficient opportunity to consult with employees on the measures to be taken and the possible consequences of these for the employees.

6.8.4 Social Plan

a. If the consequences for the employees referred to in 6.8.2 and 6.8.3 are expected, the employer will draw up a social plan in consultation with the trade unions and the employers' association showing which employee interests should be taken into particular account and what provisions can be made for them.
b. In connection with the social plan, if the trade unions so request, the employer will seek the opinion of semi-governmental unemployment agency UWV WERKbedrijf regarding the opportunities for placing the employees involved. If it is anticipated that the number of redundancies will be such that this will have an impact on the local labour market, the employer will discuss with the trade unions and the employers' association whether the advice of the Regional Labour Market Council should be sought.

6.9 Temporary employment agencies

6.9.1 NEN certificate

For work to be performed in the Netherlands, the employer will only use a temporary employment agency which:

- holds a valid NEN certificate; and
- is registered with the Dutch Labour Standards Foundation [Stichting Normering Arbeid].

6.10 External employees / External employees

6.10.1 Consultation and definition

a. The employer will not entrust activities which by their nature are normally carried out by employees in the company's service to external employees or directly or indirectly to contractors or subcontractors without prior consultation with the works council.
b. The company's general policy on the use of external employees will be discussed with the works council at least twice a year.
c. An 'external employee' is defined for the purpose of this article as a natural person performing work in the company of an employer with whom they have not entered into a contract of employment.

6.10.2 Notification of works council

For the consultations referred to in 6.10.1(a), the employer will provide the works council with the following information:

- the name and address of the agency or agencies for whom the external employees work and/or the agency or agencies making them available;
- the nature of the work and estimated duration;
- the number of external employees and their names and ages; and
- the conditions of employment for the external employees.

6.10.3 Applicable provisions of the collective agreement

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

6.10.4 Comparison of terms of employment

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

a. annual leave entitlement;
b. reimbursement for travelling time, travel costs, 'coffee money', etc;
c. other payments and premiums;
d. the full or partial waiving of social security or old age pension contributions;
e. clear, quantifiable goods issued to the employees involved, such as clothing, shoes and tools;
f. clear, quantifiable provisions for the employees involved, such as pensions and health insurance;
g. payments in the current year linked to profits, as soon as the level of the payment is known;
h. working time as referred to in Article 8, paragraph 1 of the Workers Allocation by Intermediaries Act (Waadi).

6.10.5 Salary threshold

The provision of 6.10.4 ceases to apply as of 1 January 2014 to employees seconded to the employer with an annual salary, including holiday pay, of € 60,000 gross or more. This salary threshold will be adjusted in line with the basic wage increases agreed in the collective agreement and amount to € 67,318 gross or more as of 1 June 2024, € 69,506 gross or more as of 1 January 2025 and € 71,591 gross or more as of 1 June 2025.

6.10.6 Verification

The employer must verify that the provisions of 6.10.3 and 6.10.4 are applied with regard to the payment of temporary employees.

6.10.7 Exceptions

The provisions of 6.10.2 to 6.10.6 inclusive shall not apply if the employer demonstrates to the works council that one of the following situations applies:

a. this involves contracting work if the work is carried out by staff in the service of the contractor or subcontractor concerned where:
   1. the contractor or subcontractor is liable for the work supplied;
   2. the employees are under the direct supervision and responsibility of the contractor or subcontractor;
   3. the contractor or subcontractor assumes an economic risk with regard to the price, quality, and/or delivery time;

b. staff is being seconded by fellow companies without any profit in mind;
c. supplier's employees are carrying out work relating to installing, putting into operation, or maintaining a product that has been supplied;
d. use is being made of employees from a labour pool maintained by companies in the Metalektro that has been set up on a not-for-profit basis, 6.10.2 until 6.10.6 do not apply.
   In such a case, the employer shall nevertheless inform the works council of:
   - the name and address of the organisation(s) or person(s) for whom the external employees work;
   - the nature of the work and estimated duration.

6.11 CA Training day

6.11.1 For employees

The employee who is a member of a trade union can participate in a CA training day in 2023 and 2024 subject to the following conditions:

a. The course shall in any case cover labour relations and the collective agreement.
b. The course shall be prepared and organised by the trade union. The employers' association will also play a role in it.
c. The course shall be organised in consultation with the employer.

6.11.2 For employers

The employers' association will organise a CA training day for employers, whereby the trade unions will also play a role.

6.12 Consultation with parties to the collective agreement

On request by the trade unions, the employer will hold consultations (within 2 months) with the parties to the collective agreement on the state of affairs in the company with regard to aspects such as working hours, overtime, sick leave, sustainable employability, employment, greening and energy transition.

6.13 Employees with a contract of employment in another country

6.13.1 WagwEU and definition

In accordance with the Posted Workers in the European Union Act (Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie, WagwEU), the key provisions laid down in appendix K of this collective agreement are also applicable to the posted employee who temporarily performs work in the Netherlands and whose contract of employment is governed by the law of a country other than the Netherlands. In this context, a posted employee is defined as an employee who performs work for a particular period in the Netherlands, which is not the country in which that employee normally works. Appendix K constitutes an integral part of this collective agreement.

6.13.2 Secondment for longer than twelve months

If the secondment lasts for longer than twelve months, the sending company must guarantee that from the thirteenth month all the binding provisions of the collective agreement that are applicable on the grounds of the first paragraph apply for the seconded employee, procedures, formalities and conditions for the conclusion and termination of the contract of employment and supplementary pension schemes.

6.13.3 Eighteen months or longer

The period of twelve months referred to in 6.13.2 is eighteen months if the sending company notifies the Minister of Social Affairs and Employment, stating reasons, during the last three months of a period of secondment not exceeding twelve months, that the projected duration of the work initially reported will be extended to not more than eighteen months. If, after being extended, the secondment lasts longer than eighteen months, from the nineteenth month the sending company must guarantee the terms of employment and working conditions referred to in the second paragraph.

7. About the collective agreement and the parties to the collective agreement

7.1 Term of collective agreement

7.1.1 2024-2025

a. This collective agreement is effective from 1 June 2024 to 31 December 2025 and will end without notice of cancellation being required.
b. Different periods apply for the effect of the following provisions:
   - 5.6 and Annex C are effective until 31 December 2028, and
   - 6.3, 6.4, 7.3 (definitions of employee and employer) and Annexes A and B are effective until 15 August 2026.

7.1.2 No ongoing effects of previous collective agreements

Once this collective agreement comes into effect, any rights arising from previous collective agreements will lapse and be replaced by the rights arising from this collective agreement. Where the current collective agreement offers less favourable terms than those of a previous collective agreement, the terms of this collective agreement take precedence.

7.2 Scope

7.2.1 Annex A

The provisions concerning the scope of this collective agreement are set out in Annex A, which forms part of this collective agreement.

7.3 Definitions / Definitions

Additional earnings

This refers to the amount earned by an employee for a period, possibly as a result of a bonus system, over and above the salary agreed for that period. In this context 'additional earnings' do not include holiday pay, profit sharing, bonuses and other end-of-year payments, or premiums for overtime, shift work, working conditions or inconvenience of any other nature.

Amounts (monetary)

Unless stated otherwise, all monetary amounts referred to in the collective agreement are gross amounts.

Annual earnings

'Annual earnings' is the annual salary plus fixed additional earnings or, in the case of fluctuating additional earnings, the average additional earnings received by the employee in the last calendar year. The annual earnings relate to the number of hours to be worked by the employee in the calendar year, the public holidays recognised in the collective agreement, and the scheduled paid hours off and annual leave that apply for the employee concerned.

Annual salary

This is the salary which the employer and the employee have contractually agreed will be paid at regular intervals, calculated on an annual basis.

Basic collective agreement

Collective Agreement in the Metalektro: Basic

Basic Work Year (BWY)

The Basic Work Year is calculated by taking the number of days in a calendar year and subtracting:

- **the number of Saturdays and Sundays;**
- **the number of days' annual leave as referred to in 4.1.2(a), and the number of days' additional annual leave for working a six-day work week as referred to in 4.1.4(a);**
- **the number of public holidays that do not fall on a Saturday or Sunday; and**
- **13 scheduled paid days off (104 scheduled paid hours off),**

and then multiplying the result by 8 hours.

The following table shows the number of hours in the Basic Work Year for 2024 to 2025.

Table: Basic Work Year (BWY) in 2024 to 2025

Year	BWY for an employee entitled to the transitional scheme for additional annual leave for older employees as referred in in 4.1.5	BWY for other employees
2024	1744	1728
2025	1736	1720

Collective agreement, the/this

'The collective agreement' or 'this collective agreement' refers to the Collective Agreement in the Metalektro: Basic

Dutch state retirement age

This is the age of retirement as specified in the Dutch General Old Age Pensions Act [Algemene ouderdomswet; AOW].

Employee
In the context of this collective agreement, an employee is a person:

- **who has a contract of employment within the meaning of Article 7:610 of the Dutch Civil Code; or**
- **who, as part of contracted work, personally performs work, possibly as a homeworker but not acting independently in the conduct of a business or profession.**

Employer
The employer is the natural or legal person for whom an employee normally performs work.

Employers' association
This is FME, the Dutch employers' association in the technology industry.

Excess hours
These are the hours worked by the employee on the employer's instructions in excess of the number of hours in the Basic Work Year.

Extra earnings
The amount that the employee earns – on the basis of a remuneration system or otherwise – in each payment period on top of his agreed salary for the same period. The term 'extra earnings' does not cover: holiday allowance, profit sharing, gratuity and other end-of-year bonuses and allowances for overtime, shift work, working conditions or other inconvenience.

Full-time, full time
This refers to a number of hours the employee works in a calendar year when this is equal to the Basic Work Year.

Hourly earnings
This is 0.58% of the monthly earnings.

Monthly earnings
The monthly earnings are one-twelfth of the annual earnings.

Non-standard working hours
This refers to when an employee works at times other than his scheduled normal working hours, but for no longer than the number of hours the employee was scheduled to work that day.

One-off bonus (as referred to in 3.4.2)
This bonus is not part of the pensionable salary, does not lead to an increase in any premiums and does not constitute extra earnings.

Overtime
These are the hours worked by the employee on the employer's instructions:

- in excess of the hours to be worked according to the daily schedule insofar as the total hours worked that day is more than eight;
- on Saturdays and Sundays on which the employee was not scheduled to work;
- on public holidays.

Sundays and public holidays are considered to last from midnight to midnight.

Parties to this collective agreement
The entities signing this collective agreement, i.e.: Vereniging FME, FNV, CNV and De Unie.

Part-time, part time
This refers to a number of hours to be worked in a calendar year less than the Basic Work Year.

Public holidays

New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas and Boxing Day, and the Dutch national holiday (April 27).

Remuneration system

This is a system used to determine the manner in which a job is to be performed (individually, in a group, or collectively) according to one or more quantifiable factors, or according to a combination of factors, most of which or the most important of which are quantifiable (i.e. performance-based pay or performance-based assessment systems). Fluctuations are possible in these systems.

ROM

The Consultative Council in the Metalektro [Raad van Overleg in de Metalektro (ROM)], which is authorised to carry out the tasks assigned to it in this collective agreement.

Salary

This is the payment - made to the employee at regular intervals - contractually agreed between the employer and the employee as fixed remuneration for the work the employee performs in his job.

Scheduled paid hours off

These are the employee's scheduled hours of work during which the employer exempts him from work.

Shift work

The employee performs shift work if he or she:

- works in a system in which the working periods of two or more groups of employees follow each other immediately or - exclusively for the purpose of the handing over of work - overlap slightly; and
- regularly (e.g. weekly) changes shifts over a longer period.

Regular shift work is shift work that is or must be carried out according to a set schedule over a period of at least one year.

Trade unions

FNV Metaal, CNV and De Unie.

Wage bill under the Social Insurance (Funding) Act

This refers to the total wages as defined in Article 16 of the Social Insurance (Funding) Act [Wet financiering sociale verzekeringen; Wfsv].

Working hours, normal

The hours an employee is scheduled to work on a particular day.

Work schedule

The schedule of working hours and breaks, scheduled paid hours off, and periods of annual leave for the employee concerned.

Years in (the) position

The full years during which the employee has worked in the salary group in which the employee is classified, to be calculated from the time at which the employee is classified in that salary group.
Years in the position also includes the 'fictive years' the employer has allocated to the employee:

- on the introduction of a salary system in the company;
- on the basis of the employee's former work in the same company in a lower salary group, in which case the level of the salary in the lower salary group is partly decisive in determining the number of years to be allocated;
- on the commencement of employment on the basis of experience in another company.

7.4 Derogations from this collective agreement / Flexibilisation

7.4.1 Main rules

a. The employer may deviate from the provisions of this collective agreement to the benefit of employees.

b. The employer may not deviate from the provisions of this collective agreement to the disadvantage of employees, unless the employer makes use of 7.4.2, 7.4.3, 7.4.4 or 7.4.5. Without prejudice to the provisions of the Minimum Wage and Minimum Holiday Allowance Act.

7.4.2 Reversing a favourable deviation from the provisions

The employer will not amend terms of employment applying in the company which deviate favourably for all or one or more groups of employees from the provisions of this collective agreement in a manner that is unfavourable without first consulting with the works council and trade unions.

Notes to 7.4.2

This provision of 7.4.2 relates to the consultation procedure on proposed changes in terms of employment for groups of employees. Moreover, the general provisions of the Dutch Civil Code as referred to in Articles 6:248 and 6:258 apply to contracts of employment.

7.4.3 Exception: disadvantageous deviation

a. The employer may deviate from the provisions of the collective agreement in a manner that is disadvantageous for all or one or more groups of employees if there are serious reasons for doing so, such as the continuity of the company and/or the related scope of employment in the company.

b. The employer may only do this provided agreement has been reached at corporate level with the employers' association and the trade unions. The result of the consultation must be reported to the Consultative Council in the Metalektro (ROM).

c. Insofar as and as long as the agreed arrangement thus made deviates from the provisions of the collective agreement, the relevant provisions of the collective agreement will not apply.

d. The employer will inform the employees concerned in writing of the deviating arrangement that has been agreed with the trade unions, the provisions of this collective agreement to which the deviation applies, the date the arrangement takes effect, and for how long this will apply.

Companies wishing to make use of 7.4.3 are subject to the provisions set out in Appendix B (Dispensation Regulations) to this collective agreement.

7.4.4 Continued effect of deviating arrangements

a. Any deviating arrangements agreed in a previous collective agreement on the basis of the provisions of 7.4.1, 7.4.2 and 7.4.3 will remain in effect for the term of the arrangements.
b. This applies even if the provisions of the collective agreement which the deviating arrangements relate to have since been amended.

7.4.5 Temporary derogation from salary increase

a. The employer may ask the ROM for permission to postpone the structural salary increase. This option is intended for employers who will have difficulty implementing the increase at that time due to exceptional commercial or economic circumstances.
b. The employer may be eligible for postponement if the request:
   - substantiates the commerical or economic situation giving rise to the request;
   - includes a declaration that the request has been approved by a majority of the employees;
   - includes a declaration that at the time of the request the company has not announced or applied for a suspension of payments;
   - includes a declaration that no dividend and/or bonuses will be paid in relation to the results over the calendar year of 2023 and/or 2024 and/or 2025;
   - includes a declaration that agreement has or has not been reached with the trade unions.
c. If the conditions under b. are met, the ROM will grant the request subject to the following conditions:
   - The postponement will apply for a maximum of 19 months for the wage increase as of 1 June 2024, a maximum of 12 months for the wage increase as of 1 January 2025 and for the wage increase as of 1 June 2025, the maximum postponement is 7 months.
   - The employee will receive extra pro rata holiday entitlement over the period of the postponement.
     - For the increase on 1 June 2024 (2.75%): full-time employees will receive 4.75 extra hours of leave for each month the increase is postponed. The employee will take the extra hours of leave before 1 January 2026, in consultation with the employer.
     - For the increase on 1 January 2025 (3.25%): full-time employees will receive 5.5 extra hours of leave for each month the increase is postponed. The employee will take the extra hours of leave before 1 January 2026, in consultation with the employer.
     - For the increase on 1 June 2025 (3%): full-time employees will receive 4.75 extra hours of leave for each month the increase is postponed. The employee will take the extra hours of leave before 1 January 2026, in consultation with the employer.
   - The employer will inform the employees that the ROM has given its consent.
d. The requests will be assessed by a committee comprising the chairman and vice-chairman of the ROM.

7.5 Derogations in an MB collective agreement

7.5.1 Departures from B-provisions and/or A-provisions

a. The B-provisions may be deviated from in or by virtue of a Basic Collective Agreement in the Metalektro (MB collective agreement).
b. Prior to the establishment of a B-provision, employers can seek advices from a committee to be established by the ROM.

7.5.2 Role of the trade unions

Unless they decide otherwise, the trade unions that are party to this collective agreement will also be involved when concluding an MB collective agreement.

7.5.3 Start and end date of deviations from B-provisions

a. Insofar as the B-provisions in this collective agreement have been deviated from in an MB collective agreement, the original provisions that were deviated from do not apply to the employer(s) and their employees from the time the MB collective agreement in question came into force.
b. If, on expiry of an MB collective agreement, no new MB collective agreement is concluded, unless the parties agree otherwise in the MB collective agreement, one year after the expiry of the MB collective agreement the B-provisions of this agreement which were deviated from in the MB collective agreement will come back into effect.

7.5.4 Consequences of changing provisions of the collective agreement

a. It can be specified in an MB collective agreement what the consequences of changes to B-provisions of the collective agreement will be for the current MB collective agreement.
b. An MB collective agreement that was concluded on the basis of a previous collective agreement will remain in force for the term of that MB collective agreement, even if the provisions of the collective agreement deviated from in that MB collective agreement have since been amended, with due regard to the provisions of 7.5.3(b) and 7.5.4(a).

7.5.5 Duty to disclose information

The employer will inform the employees concerned in writing of the MB collective agreement that has been concluded, the provisions in this agreement to which the deviation applies, the date the deviation takes effect, and the term of the MB collective agreement.

7.5.6 Obligations of the parties to the MB collective agreement

The parties to the MB collective agreement will notify the Ministry of Social Affairs and Employment of the existence of the MB collective agreement and send a copy to the Consultative Council in the Metalektro for its information.

7.6 Compliance and liability

7.6.1 Compliance

The parties to this collective agreement undertake, jointly and severally, to strictly and faithfully comply with the provisions of this collective agreement.

7.6.2 Liability

Each party to this collective agreement is furthermore separately liable for the conduct of its members which leads to non-compliance with the provisions of this collective agreement unless such conduct occurred without the party's prior knowledge or involvement or was contrary to its decisions.

7.7 Strikes, industrial action, and lockouts

7.7.1 Prohibition of industrial action and lockouts

a. The trade unions and their members who are subject to this collective agreement shall not, up to 31 December 2025, strike or undertake any other industrial action (hereinafter called 'industrial action') for whatever reason which interfere with normal functioning of the companies of the members of the employers' association. Exceptions to this prohibition are specified in 7.7.2.
b. As long as the trade unions and/or their members do not undertake industrial action at one or more of the member companies of the employers' associations, the employers' association and its members shall not, during the term of this collective agreement, impose a lockout affecting the members of the trade unions.

7.7.2 Exception to the prohibition of industrial action

The prohibition of industrial action does not apply:

a. if the industrial action relates to a matter covered by this collective agreement: four weeks after the date on which an application was submitted to the Mediation Body for mediation and/or assessment;
b. if the subject of the industrial action is not one that is governed in or by virtue of this agreement: four weeks after notifying the other trade unions and the employers' association of the planned industrial action;
c. as soon as the Mediation Body has given its written decision within the periods outlined in 7.7.2(b) and (c) or has given notice in writing that it cannot reach a conclusion;
d. if the subject of the planned industrial action relates to an MB collective agreement and:
   - concerns the conclusion of a subsequent MB collective agreement; or
   - is organised by one or more of the trade unions party to this agreement, not involved in the conclusion of an MB collective agreement, without having waived the option however; or
   - concerns an amendment to a current MB collective agreement after an amendment to B-provisions in this collective agreement, if in that case scope is provided in the MB collective agreement for interim negotiations:

   three weeks after notifying the other trade unions involved and employer(s) involved on the planned industrial action;

e. if a company or group is considering or has decided:
   - to merge;
   - to close a company or part of a company; and/or
   - to radically restructure the staffing

   and the trade unions have serious objections. In such cases the trade unions and their members will not take industrial action against this company or group until they have held talks with employer and, if the employer is affiliated with the employers' association, until they have notified the board of the organisation involved of their intention to take industrial action. Once the conflict situation has ended, each or any of the parties involved and the employers' association may seek the opinion of the Mediation Body.

7.8 Disputes

7.8.1 Arbitration Committee

An arbitration committee for the Metalektro has been set up, hereinafter referred to as the 'Arbitration Committee'. The Arbitration Committee handles disputes on the application of or compliance with the provisions of the collective agreement, including claims of failure to comply, with due observance of the Disputes Regulations; see Annex D to this collective agreement.

7.8.2 Submitting a complaint

Each and any person or organisation that is party to a dispute as referred to in 7.8.1 may submit a written complaint to the Arbitration Committee stating the reasons for the complaint, using the procedure described in the Disputes Regulations.

7.7.3 Procedure for planned industrial action

a. A trade union that plans to take industrial action will notify the other trade unions and the employers' association of its intentions.
b. As soon as possible after receiving notification, the parties to this collective agreement will hold talks on the planned industrial action, the possible consequences of this, and the possible ways to avert the industrial action.
c. Each or any of the parties to this collective agreement may also request the mediating body to mediate and/or provide an opinion.

7.8.3 Binding third-party ruling

The decision of the Arbitration Committee will have the power of a binding third-party ruling.

7.8.4 Relationship to mediation

The provisions of 7.8.1 and 7.8.2 will not apply as soon as a dispute concerning planned industrial action as referred to in 7.7 has been or will be brought before the Mediation Body. If the dispute is already pending before the Mediation Body, the Arbitration Committee will refrain from any further handling of the dispute immediately following receipt of a copy of the mediation request from the Mediation Body.

7.9 Mediation

7.9.1 Mediation Body

A mediation body for the Metalektro has been set up, hereinafter referred to as the 'Mediation Body'. The Mediation Body performs its duties with due observance of the Regulations governing the Mediation Body; see Annex E to this collective agreement.

7.9.2 Tasks

a. Provide mediation:
   - where there is a complaint from an employee or a group of employees concerning the labour relationship, specifically at the request of the employee or group of employees and/or the employer;
   - in the event of a difference of opinion between one or more trade unions on the one hand and an employer on the other concerning social policy within the company, specifically at the request of the employer, the employers' association and/or the trade union(s) concerned;

   in either case with due observance of the provisions of Article 4A of Annex E to this collective agreement.

b. Provide mediation and/or an opinion:
   - in the event of planned industrial action as referred to in 7.7, specifically at the request of one or more trade unions and/or the employers' association concerned;

c. Provide an opinion after the fact:
   - in the event of industrial action that has already been taken as referred to in 7.7.2(e), specifically at the request of the employer, the trade union(s) and/or the employers' association;

d. Perform other activities, i.e.:
   - handle a complaint from an employee representative as referred to in 6.5.2;
   - handle a complaint from an executive member as referred to in 6.6.3(e);

7.9.3 Procedure

The procedure for submitting a request for mediation and/or an opinion is described in the Regulations governing the Mediation Body.

7.9.4 Handling the request after the collective agreement ends

a. If the grounds for the request arose during the term of this collective agreement, the request will be handled or continue to be handled by the Mediation Body whether it is submitted during or after the term of the collective agreement.

b. If the grounds for the request arose after the end of this collective agreement, the request may still be submitted to the Mediation Body if the parties to this collective agreement agree to this.

Signing of the collective agreement

This collective agreement has been agreed between and signed by:

Vereniging FME
Theo Henrar (Chair),
Erik Tierolf (Chief Negotiator)

FNV
Albert Kuiper (National Officer, FNV Metaal)
Peter Reniers (National Officer, FNV Metaal)

CNV
Piet Fortuin (Chair)
Arthur Bot (Officer)

De Unie
Reinier Castelein (Chair)
Gertjan Tommel (Representative)

Annexes

Annex A. Scope

1. a. This agreement applies to the contracts of employment of employees in the service of an employer in the Metalektro.

   b. This agreement also applies to the contracts of employment of employees in the service of an employer that does not fall under the provisions of 6 or 7 of this annex and which primarily carries out support and/or related activities for one or more companies in the Metalektro with which the employer forms a joint enterprise, unless the employer is bound by the provisions, declared generally binding or otherwise, of the collective agreement for the Metalworking industry or the collective agreement for the Metal and Technical Industries.

2. An employer that carries out any of the activities stated in 6 and 7 below comes within the scope of this collective agreement if the employer primarily carries out activities in the Metalektro.

3. Whether the employer primarily carries out activities in the Metalektro is determined based on the number of working hours employees of that employer spend performing those activities. In this context, 'primarily' means that the activities account for more than 50% of the contracted working hours of all employees in the employer's service.

4. Metalektro activities include both the specific activities referred to in 6 and 7 and the activities of employees who, in a supporting position or other position, including positions deemed to come under overhead, are working for the benefit of the specific activities referred to in 6 and 7.

5. With regard to employees in a support position or other position, including positions deemed to come under overhead, who are working for the benefit of Metalektro activities as well as for other activities in the employer's service, the number of working hours of these employees will be allocated proportionally to the various activities in the employer's service.
6. Notwithstanding the provisions in 7 and 8 below, the Metalektro is considered to include employers in which, with due account of normal working hours prevailing in the branch of industry, during at least 1200 hours per week activities are performed by employees of the employer's service as defined in 7.3 of this collective agreement* - however with due observance of the provisions of 9 to 18 (inclusive) and 22 - and in which:

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

a. metal treating and/or processing is the exclusive or primary activity, which is defined as including but not restricted to the following:
   1st 3D printing, installing, assembling, constructing, dismantling, turning, enamelling, extruding, forming, milling, casting, repairing, honing, boring, laser cladding, laser welding, lapping, mounting maintenance (including preventive maintenance), designing, developing, pressing, crushing, combining, demolishing, forging, melting, cutting, drawing, manufacturing, shredding, pulverising, machining (incl. electrical discharge machining), rolling, sawing metal (including but not limited to aluminium, tin, bronze, copper, lead, brass, steel, iron, zinc, and alloys or compositions thereof) or metal objects, all in the broadest sense of the word, including but not limited to: fittings, vending machines, automobiles, statues, gas pumps, irrigation systems, lightning rods, tin goods, bolts, safes, mopeds, bridges, tubes, capsules, containers (excluding bodywork), wire, wire nails, gears, electricity meters, electrodes, mesh, gas meters, motorized bicycles, tools, fireplaces, instruments (including optical devices), blinds, heaters, boilers (for central heating, etc.), prams, rivets, buttons, crown caps, machines, mattress springs, dies, meters (including gas, electricity, water and taxi meters), furniture, nuts, engines, motorcycles, musical instruments, parts, ovens, radiators, windows, reservoirs, rolling gates, rolling stock, rolling shutters, bicycles, skates, ships (watercraft or vessels of any name or nature whatsoever), screws, sliding gates, decorative fences, closures, stamps, steam boilers, tanks, taxi meters, appliances, timepieces, objects, water meters, tools (including but not limited to work tools, power tools, and agricultural machinery, tools, equipment and tractors) and awnings;
   2nd designing, developing, manufacturing and/or repairing equipment, systems, materials, devices, items, et cetera - regardless the nature of the article - which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy or its components, such as analysers, bioreactors, cookers, electric motors, household or industrial appliances (with or without electrical moving force/parts), electric furnaces, electric welding equipment and accumulators, insulating wire, installation material (including fuses), products for the underground transmission of electric power

(underground cable), and all other electronic equipment including electro-medical devices, instruments, and computers;

3rd shot blasting, steel blowing and/or sand-blasting;

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

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

b. marine electrical engineering is the exclusive or primary activity;

c. the exclusive or primary activity provided directly to third parties is:
   1. winding or repairing electrical machines and utensils and consumer devices for strong and weak current installations (electrical winding business);
   2. mounting and wiring electrical and electronic equipment for control, switching and signalling panels (electrical panel builders);
   3. dismantling, repairing, assembling, replacing, modifying, maintaining, and delivering repaired, operational equipment, systems, devices, items and similar that provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy (electrical repair business);

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

e. the business of treating and/or processing metals and/or one or more of the businesses referred to in Article 7 of this Annex is conducted other than as a primary activity and employees are made available as referred to in Article 7:690 of the Dutch Civil Code other than as the primary activity by employers whose exclusive or primary business is treating and/or processing metals or which are regarded as belonging to the Metalektro by virtue of the other provisions of this article, if in the employer's service in question the greatest part of the wage subject to social security contributions on an annual basis is provided for the purpose of these activities jointly.

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the company as referred to in (a) to (d) inclusive. Designing and developing are defined as converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

Note:
The activities in an employer come primarily under the Metalektro if the contracted number of working hours that the employees in the employer's service who are directly and indirectly involved in the activities as listed in (a) to (e) above amounts to more than 50% of the total contracted number of working hours of all employees in the employer's service.

7. Regardless of the number of hours of work during which employees in the employer's service usually perform work each week, companies in which one or more of the following activities is carried out exclusively or primarily are also considered as belonging to the Metalektro, notwithstanding the provisions of 6:
   a. steel rolling;
   b. iron and steel casting;
   c. designing, developing, manufacturing and/or repairing aircraft;
   d. designing, developing, manufacturing and/or repairing lifts.

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the company as referred to in (a) to (d) inclusive. Designing and developing are defined as converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

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

8. Employers that, although they satisfy the description given under 7, are covered by a collective agreement (which has been declared generally binding) or a conditions of employment regulation in the Metal and Technical Industries with the consent of the competent body come outside the scope of this collective agreement.

9. An employer which is considered to belong to the Metalektro by virtue of the number of hours worked by its employees is deemed to be part of the Metal Processing industry* if the said number of hours worked per week for the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period less than 1200, 800, or 400, respectively, counting from 1 January of each respective year, with due observance of the provision of 10 below.
   If the number of hours worked declines as a direct result of a legal restructuring, the employers involved in the legal restructuring will be regarded as a single employer for the purposes of determining the number of hours worked.
   This does not apply if the provisions of the collective agreement for the Metal Processing industry (which have been declared generally binding) or the provisions of the collective agreement for the Metal and Technical Industries (which have been declared generally binding) were applicable to an employer's contracts of employment prior to the legal restructuring.
   An employer that is planning to carry out a legal restructuring as referred to above must notify the ROM, and at the same time provide insight into the consequences of the legal restructuring for the relevant employees.

10. The employer referred to in 9 will be considered to be part of the metal processing industry with effect from 1 January of the next year after the periods specified in 9 have elapsed.

11. Employers whose exclusive or primary business falls within the branches of the industry specified in 6 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with either the Metalworking Industry sector or the Electrical Engineering Industry sector (formerly the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry (currently the Metal and Technical Industries sector) on or before that date on account of that criterion are considered to be part of the Metalektro.

12. In the event of a legal successor to an employer as referred to in 9 and 11 above, it shall be assumed for the purposes of 9 and 11 that the same membership applies.

13. If an employer as referred to in 11 switches to the Metal and Technical Industries sector in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the metal processing industry with effect from the same date.

* Within the meaning of Article 77 of the decree of the Minister of Social Affairs and Employment of 14 December 1983 (Dutch Government Gazette 1983, 246).

14. An employer which is considered to belong to the metal processing industry by virtue of the number of hours worked by its employees is considered to be part of the Metalektro if the said number of hours worked per week in the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period at least 1200, 2000, or 3000, respectively, counting from 1 January of each respective year, with due observance of the provision of 15 below.

15. The employer referred to in 14 will be considered to be part of the Metalektro with effect from 1 January of the next year after the periods specified in 14 have elapsed.

16. Employers whose exclusive or primary business falls in the branches of the industry specified in 6 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metal and Technical Industries sector (formerly the Industrial Insurance Board for the Metalworking Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry (currently the Metalworking Industry sector and the Electrical Engineering Industry sector) on or before that date on account of that criterion, are considered to be part of the metal processing industry.

17. In the event of a legal successor to an employer as referred to in 14 and 16 above, it shall be assumed for the purposes of 14 and 16 that the same membership applies.

18. If an employer as referred to in 16 switches to the Metalworking Industry Sector or the Electrical Engineering Industry sector in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the Metalektro with effect from the same date.

19. The Scope Committee* is responsible for monitoring the application of the provisions of 6 to 9 (inclusive) and 18 governing the classification and transfer of employers.

* The Scope Committee consists of the Consultative Council in the Metalektro and the Cooperating Metal and Technical Industries. The address for the administration office for the Scope Committee is: P.O. Box 93235, 2509 AE Den Haag; tel.: +31 (0)70 316 0325. Representatives of PME Pensioenfonds (PME) and Pensioenfonds Metaal en Techniek (PMT) also sit on the committee.

20. This collective agreement does not apply to contracts of employment with employees working in the lithographic departments of companies in the Metalektro who in that capacity perform skilled printing work if these employees are covered by the collective agreement for the print and media industry [Grafimedia].

21. This collective agreement does not apply to contracts of employment concluded with employees whose position is above the level of the salary groups included in this collective agreement, with the exception of Articles 6.3 and 6.4, the provisions of which also apply to employees who hold a position above that salary level, with the exception of the directors of the

company and the officials who are directly involved in determining company policy.

22. This collective agreement does not apply to:
NXP Semiconductors Netherlands B.V. in Nijmegen and Eindhoven, and Philips and the companies which are part of the Philips group. The Consultative Council in the Metalektro (ROM) may declare at any time during the term of this collective agreement that the agreement applies to employers listed above if the reason for the exclusion ceases to apply. During the term of this agreement, ROM may declare that this agreement or certain provisions of this agreement do not apply to certain other employers if requested to do so.
A written request for dispensation from all or certain provisions of this agreement stating why dispensation should be granted should be submitted to ROM (P.O. Box 407, 2260 AK Leidschendam). ROM will handle the request with due observance of the rules on dispensation, as stated in Annex B to this agreement.

Special provisions on scope

1. This collective agreement applies in part to contracts of employment with employees, the nature of whose jobs means that their working day varies in length, e.g. porters, couriers, car drivers, et cetera.

Table: CA provisions not applicable to employees with alternating working hours per day

chapter	provisions that are not applicable
1. Contract of employment	1.3
2. Working hours	2.1, 2.2, 2.3, 2.5, 2.6.1, 2.6.3 and 2.6.4
3. Remuneration	3.7.2
4. Annual leave, paid hours off, sick leave and other leave	4.2, 4.3.1, 4.3.2 and 4.3.3
5. Training and development	5.3, 5.4 and 5.5

The provisions specified in the following table are not applicable for sales representatives.

Table: CA provisions not applicable for sales representatives

chapter	provision that are not applicable
1. Contract of employment	1.3
2. Working hours	2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2 and 2.6.4
3. Remuneration	3.1, 3.2, 3.3, 3.5, 3.6, 3.7.2, 3.7.3, 3.7.4, 3.7.5, 3.7.7, 3.8 and 3.9
4. Annual leave, paid hours off, sick leave and other leave	4.2, 4.3.2 and 4.5
5. Training and development	5.3, 5.4 and 5.5

2. **At the initiative of the trade unions or the employer, the conditions of employment which were excluded in Article 1 above for the employees referred to there may be regulated in each individual company with the employers' association and trade unions. The employer will consult with the trade unions on this matter if the trade unions express a wish to this effect.**
3. **If the employer adopts a form of job grade classification other than ISF, the following table applies.**

Table: Consequences for CA provisions with the applications of other forms of job classification than ISF

chapter	provisions that are not applicable
3. Remuneration	3.1.1 a: the words "in any of the salary groups A to K"
	3.1.1 b, 3.1.1 c and 3.1.2
	3.2.1 a: the words "in the salary groups from A to K"
	3.2.1 b, 3.2.3, 3.2.6, 3.3.1, 3.3.2 and 3.5.1 a insofar as there is reference to parts of provisions that do not apply.

The provisions of 3.3.1 and 3.3.2 apply insofar as necessary for determining whether the employee is awarded at least the personal minimum monthly earnings.

Annex B. Rules on dispensation

Article 1

1. The Consultative Council in the Metalektro (ROM) makes a decision on a request for dispensation as referred to in 22 of Annex A Scope.
2. ROM's working party on Scope advises ROM on a submitted request for dispensation.

Article 2

1. The working party on Scope comprises one member of the ROM representing the employers and one member of ROM representing the employees.
2. The members of the working party on Scope are appointed by the ROM.

Article 3

1. A request for dispensation from all or certain provisions of this agreement can be submitted by an employer or a group of employers with organisational and economic links. It must be apparent from the request whether the request is being submitted on behalf of one or more associations of employees.
2. The request must be submitted in writing to the administration office of the ROM (P.O. Box 407, 2260 AK Leidschendam).
3. The request will be assessed against the following conditions:
   a. it must involve a separate collective agreement signed by all the trade unions party to this collective agreement, unless a trade union declines to be involved with it; and
   b. the separate collective agreement must be at least equivalent to this collective agreement; and
   c. during the period of the dispensation, the company must continue to pay contributions and participate in the collective schemes for employers in the Metalektro, including Stichting Raad van Overleg in de Metalektro (ROM), Stichting Sociaal Fonds in de Metalektro (SSF), Stichting Arbeidsmarkt en Opleiding in de Metalektro (A+O), Stichting RVU Metalektro, Stichting Private Aanvulling WW & WGA (PAWW) and Stichting PME pensioenfonds (PME), unless there is already an exemption from mandatory participation in this fund; and
   d. a statement of the reasons for dispensation from this collective agreement.
4. The request must at least include:
   a. the name and address of the party submitting the request;
   b. the signature of the party submitting the request;
   c. a detailed description of the nature and extent of the request for dispensation;
   d. the reasons for the request;
   e. the date of submission;
   f. and must be accompanied by a (digital) copy of the separate collective agreement.

Article 4

1. Upon receipt of the request, the administration office of the ROM will decide within two weeks whether the request can be considered. If necessary, the party submitting the request will be given the opportunity to provide additional information regarding the request.
2. A request will be dealt with once the information that must be provided by virtue of Article3(4) is sufficient to enable the request to be assessed.

Article 5

1. **The requesting party will be notified when the request is being handled. Once the request has been accepted for consideration, the decision on the request will be made within two months.**
2. **The period referred to in the first paragraph can be extended by up to two months if, in the opinion of the ROM or the working party on Scope, additional information is required to be able to assess the request. The requesting party will then have two weeks in which to submit the additional information.**

Article 6

1. **The decision of the ROM will be accompanied by a statement of the reasons.**
2. **The ROM administration office will send a written copy of the decision to the requesting party as soon as possible.**

Article 7

1. **Once granted, dispensation will apply for a maximum of one year beyond the expiry date of this collective agreement.**
2. **A request for an extension of the dispensation period or dispensation for a new separate collective agreement must be submitted in accordance with the requirements of these Rules on Dispensation.**
3. **Whenever the employer who has been granted dispensation concludes a new separate collective agreement with the trade unions, it shall inform the ROM and send it a copy of its own collective agreement.**[24]

Article 8

The ROM will not divulge any information concerning requests for dispensation to third parties.

Article 9

ROM will decide on any matters not covered by these Rules on Dispensation.

24 On conclusion of a new separate collective agreement, the employer who has been granted a dispensation must again submit a request for dispensation to the ROM, accompanied by the text of the collective agreement.

Annex C. Generation pact scheme

1. Definitions

In this Annex, the following terms have the meanings ascribed to them below.

Annual Salary

The Annual salary as defined in the collective agreement for the Metalworking and Electrical Engineering Industry.

Collective agreement

The collective agreement for the Metalektro 2022/2024 (effective from 1 June 2024 to 31 December 2025).

Employee

An employee as defined in the collective agreement for the Metalektro.

Employer

An employer as defined in the collective agreement for the Metalektro.

Insurer

The Insurer that administers the occupational disability insurance policies of the Employer and the Employee.

New Monthly Earnings

The Monthly Earnings the Employee receives once one of the Variations has come into effect.

Original Monthly Earnings

The Monthly Earnings that applied to the Employee before one of the Variations came into effect.

Original Part-time Factor

The part-time factor that applied before one of the Variations came into effect. The Part-time Factor has a bearing on pension accrual and is defined in the pension scheme regulations.

Original Working Hours

The contracted Working Hours that applied before one of the Variations came into effect.

Pension Administrator

The organisation that administers the pension schemes of Employer and Employee.

Pensionable Salary

The Pensionable Salary as specified in the pension scheme regulations. The Pensionable Salary does not change after one of the Variations comes into effect.

Pension Schemes / Pension Scheme Regulations

The applicable pension scheme and its regulations, including any supplemental arrangements agreed. For PME pensioenfonds (PME) this is the basic pension scheme, the Voluntary Early Retirement, Pre-pension and Life-Course Savings (VPL) scheme, and any supplementary pension scheme arrangements contractually agreed by the Employer (i.e. Pension Accrual above the Salary Threshold, Pension Accrual over Variable Salary, and the Work and Income [Capacity for Work] Act [WIA] shortfall insurance).

Supplemental contract of employment

The parties to this collective agreement recommend that agreements regarding the Generation Pact be set out in a supplemental contract of employment.

Variations

- 80% Original Working Hours for 90% Original Monthly Earnings with 100% Original Pension Accrual (i.e. the '80/90/100 Variation')
- 70% Original Working Hours for 85% Original Monthly Earnings with 100% Original Pension Accrual (i.e. the '70/85/100 Variation').

2. General provisions

2.1. The scheme entered into force on 5 July 2019 and ends on 31 December 2028.

2.2. The employer must implement the request of an employee who meets the conditions specified in 2.3 or 2.4 of this scheme within two months of receiving the request. The employer and the employee can jointly agree an alternative period for implementation of the requested Variation.

2.3. An employee who regularly works shifts[25] and who is aged 60 or older and whose gross annual salary is not more than € 70,000 may ask the employer to apply the 80/90/100 Variation. The employer shall grant the request.

2.4. An employee who does not regularly work shifts and who is aged 62 or older and whose gross annual salary is not more than € 70,000 may ask the employer to apply the 80/90/100 Variation. The employer shall grant the request.

2.5. An employee aged 62 or older and whose gross annual salary is not more than € 70,000 may ask the employer to apply the 70/85/100 Variation. The employer may choose to grant the request or reject it (dual optionality).

2.6. An employee aged 63 or older - or at a younger age if and as agreed within the company – whose gross annual salary is more than € 70,000 may ask the employer to be allowed to make use of one of the Variations. The employer may choose to grant the request or reject it (dual optionality).

2.7. The amount under 2.2 to 2.6 applies for a full-time employee; the amount for employees who work part-time is calculated pro rata to the number of hours they work. This amount will be adjusted in line with the basic wage increases agreed in the collective agreement and amount to € 78,537 gross as of 1 June 2024, € 81,089 as of 1 January 2025 and € 83,522 gross as of 1 June 2025.

2.8. If agreements are made at company level that deviate in a positive sense for employees in terms of the age at which an employee can make use of this Generation Pact, the pension fund and/or insurer is mandated to implement the technical aspects of those agreements.

3. Participation

3.1. Use of one of the Variations is only possible if the employee actually works at least three full shifts per week on average. A derogation to this provision may be made if it has a positive effect for the employee.

3.2. If one of the Variations is used and the employee is entitled to additional leave for older employees pursuant to 4.1.5 of the Basic Collective Agreement (Transitional scheme for additional annual leave for older employees), the employee's leave entitlement will be reduced by half; if the employee is not entitled to this additional leave, this will not be set off in any other way.

25 Regular shift work is shift work that has been performed over a period of at least 1 jaar, and which is or must be performed according to a pre-determined schedule (see also 7.3, Definitions).

3.3. If the employee participates in the Generation Pact Scheme, the employer and employee will agree on the employee's new work schedule, which should line up as much as possible with the employee's original work schedule.
3.4. An employee who opts to use one of the Variations may not initiate any outside occupational activities or extend any the employee is currently involved in.
3.5. The employer and employee may jointly agree that the Variation the employee has opted for will be changed.
3.6. If the employee's contracted working hours have been increased less than one year prior to the employee opting for one of the Variations, the contracted working hours that applied prior to the increase in working hours will be used when applying the Variation.

4. Pensions and occupational disability insurance

4.1. When an employee opts for one of the Variations, the employee will participate in the Pension Scheme on the basis of the employee's Original Part-time Factor and the Pensionable Salary, meaning full pension accrual, cover for death and incapacity for work, and the contributions to be paid remain the same as in the original situation.
4.2. The employer is entitled to continue deducting the usual pension contributions from the employee's salary.
4.3. If an employee opts to use one of the Variations, the employer must report this to the Pension Administrator/Insurer. From 1 January 2022, the notification must be sent using the Uniform Pension Submission (Uniforme Pensioen Aangifte, UPA).

5. Benefits

5.1. An employee who opts to make use of one of the Variations becomes a part-time employee.
5.2. Should an employee opt to make use of one of the Variations, the percentage of working hours under the Variation is used when calculating time in lieu and/or leave.

For example

When opting for the 80/90/100 Variation, annual leave will accrue over 80% of the original hours.

5.3. Should an employee opt to make use of one of the Variations, the New Monthly Earnings will be used when calculating pay-based benefits.

For example

When opting for the 80/90/100 Variation, holiday pay will be based on 90% of the original hours.

5.4. For days off, days (hours) remain days (hours), and annual leave that has been or is to be accrued will be paid in cash - if and insofar as applicable and in accordance with the terms of the collective agreement - at the hourly rate of the Original Monthly Earnings plus the increases under the collective agreement and other increases.

6. Other provisions

6.1. An employee who is already receiving pension benefits in full or in part may not make use of one of the Variations.

6.2. If an employee makes use of one of the Variations during the term of this scheme, the Variation will remain in effect for the employee even after the termination of the scheme, until the employee's participation ends.

6.3. Participation in the scheme ends either on termination of the contract of employment, on the employee's death, or when the employer and employee agree on terminating the employee's participation in the scheme. Participation also ends on the date that the employee starts receiving pension benefits (in full or in part).

Annex D. Disputes regulations

Article 1

1. The Arbitration Committee (hereinafter referred to as the 'Committee') consists of eight members and eight deputy members appointed by the Consultative Council such that, of the members and the deputy members, half are members representing the employers and half are members representing the employees.
2. Members and deputy members are appointed for a period of three years. The Committee as a whole resigns at the end of this period but the members will be eligible for re-appointment.
3. Where a vacancy is filled in the interim, the member appointed to the vacancy will hold the seat for the period which the predecessor would still have held it.

Article 2

1. The Committee has two Chairs appointed by the Committee from among its members, one representing the employers and one representing the employees.
2. The Chairs alternate in this capacity each year, each for one year, with the Chair for the first year being decided by lot. In the absence of the sitting Chair the other will act as Chair.
3. The Committee appoints a Secretary from within or outside its ranks to take the minutes of the Committee meetings. The Chair signs these minutes once they have been approved by the Committee.
4. If the Secretary is not a member of the Committee, he or she will have an advisory function.
5. The approval of the Consultative Council is required for the appointment of a Secretary who is not a member of the Committee.

Article 3

1. A member or deputy member of the Committee who was directly involved in the dispute before it was submitted to the Committee may not participate in the handling of it or in a decision on it.
2. A member or deputy member who participates in the handling of a dispute by the Committee may not associate - either directly or indirectly, orally or in writing - with parties, their trade union or their advisor nor accept any other documents relating to the dispute than documents of the proceedings.
3. A quorum of at least four members of the Committee is required for a legally valid decision on a dispute.
4. The members of the Committee give their verdict without instruction or consultation.
5. At a meeting of the Committee each member casts one vote.
6. The Committee makes its decision on the basis of a simple majority of the votes; blank votes will be deemed to be invalid votes.
7. In the event of a tied vote on a decision, the dispute will be brought up again on the agenda at a meeting to be held within two weeks of that date.
8. If there is again a tied vote, a third meeting will be held within four weeks at which a legal expert designated by the Committee will attend the handling of the dispute; the Chair will apprise this legal expert of the case in good time.
9. If there is a further tie of the votes by the Committee members, the legal expert will decide.

Article 4

1. A dispute is brought before the Committee by means of a written complaint detailing the reason for the dispute and clearly stating the ruling that is being requested from the Committee.
2. A complaint as referred to in Article 4.1 of this Annex may be submitted by the party concerned directly or through the contracting trade union to which the party concerned is affiliated*.
3. The dispute will not be accepted for handling by the Committee until the party bringing the complaint demonstrates to the satisfaction of the Chair that he seriously attempted to settle the dispute amicably - both by following the procedure in effect at the company, and in consultation with the relevant employers' associations and trade unions.
4. The Committee is also authorised to act on a complaint relating to a dispute involving one or more parties not affiliated to one of the contracting trade unions. The Committee will only, at its discretion, make use of this power if:
   a. the party bringing the complaint pays a fee of € 11.34 for costs; and
   b. both parties undertake in writing to abide by the provisions of this policy.

* Before submitting a complaint, it is desirable that the employer or employee consult with the contracting trade union with which that party is affiliated.

Article 5

1. The complaint must be submitted as soon as possible to the Secretary of the Committee and in any case no later than six months after the alleged breach of a provision of the collective agreement occurred.
2. If the complaint relates to a regularly repeated breach or to an ongoing breach, the complaint must be submitted no later than six months after the party submitting the complaint has notified the other party in writing of the alleged breach.
3. The period for which a claim can be made for underpayment of salary can go back no further than eight months counting from the date of the notification referred to in Article 5.2 of this Annex.
4. The deadlines referred to in Articles 5.1 and 5.2 will not be rigorously observed by the Committee however.
5. If the accused party claims that the complaint was not submitted by the prescribed deadline, the Committee can still accept the late submission of the complaint if it considers that there are grounds for doing so, provided that the complaint has been submitted within twelve months of the alleged breach or of the time when the party bringing the complaint informed the other party in writing of the alleged breach.

Article 6

1. The Secretary will inform the Chair immediately when a complaint has been received.
2. If the Chair believes that the case is open to amicable settlement, he may summon the parties involved to try to settle the case between them.

Article 7

1. If no attempt at an amicable settlement is made or if this is made and fails, the Secretary will send a copy of the complaint to the accused party and to each of the members of the Committee as soon as possible.

2. The accused party has two months from the date on which the copy of complaint was sent, as stated in Article 7.1, to send a statement of defence with supporting reasons to the Committee Secretary; this deadline will not be rigorously observed by the Committee however.
3. If the party bringing the complaint claims that the statement of defence was not submitted by the prescribed deadline, the Committee can still accept the late submission of the statement of defence if it considers that there are grounds for doing so, provided that the statement of defence has been submitted within three months of the date on which the copy of the complaint was sent, as stated in Article 7.1.
4. The Secretary will send a copy of the statement of defence to the party bringing the complaint and to each of the members of the Committee as soon as possible. The Chair will convene a session of the Committee as soon as possible at a time and place to be determined by the Chair, and will summon the parties involved to appear there. The summons will be sent by registered letter and must be posted no later than the tenth day prior to the day of the session.
5. If the accused party has failed to submit a statement of defence with supporting reasons within three months of the date on which the copy of the complaint was sent to him, the Committee may still take a decision, in which case it may decide not to hear the parties as stated in Article 8.1.

Article 8

1. The Committee will hear the parties involved - where they appear at the session - and decide how the case will be further conducted.
2. The parties may bring witnesses or experts to the session and be represented or supported by legal advisors.
3. If a party wishes to bring one or more witnesses and/or experts to the session, that party must inform the Committee Secretary and the other party of the name and address of each witness and/or expert at least three days before the session.
4. The Committee may also call witnesses or experts.
5. Anyone summoned as a party or expert to be heard by the Committee must comply with the summons.

Article 9

1. The Committee will reach its decision fairly and in good faith.
2. In each case, the Committee will state the reasons for its decision.
3. Decisions of the Committee are decisions at the highest instance.
4. The decision of the Committee will have the power of a binding third-party ruling.
5. The Committee is authorised to give an interim decision, in which case, insofar as possible, a deadline for continuing the hearing will be set.

Article 10

Where it emerges that the accused party has failed to comply with one or more commitments set out in the collective agreement, the Committee will instruct the accused party to comply and/or pay damages to the party bringing the complaint.

Article 11

1. The Committee will determine the costs (both those of the Committee and of the parties) arising from the case and will decide how these costs are to be apportioned among the parties.
2. Said costs will not include the cost of any assistance of a legal nature or otherwise to parties.

Annex E. Regulations governing the mediation body

Article 1 – Appointment

1. The Mediation Body comprises eight members:
   - a Chair;
   - a Deputy Chair;
   - three members nominated by employers' association and trade association FME;
   - three members nominated by the trade unions.
2. Members are appointed for a period of three years, after which time they are eligible for re-appointment.
3. Where a vacancy is filled in the interim, the member appointed to the vacancy will hold the seat for the period which the predecessor would still have held it.
4. A member will automatically be resigned on reaching the age of 72.
5. The secretarial services for the Mediation Body will be provided by the Consultative Council.

Article 2 – Method of operation

1. As soon as a request has been submitted to the Mediation Body, the secretary's office informs the Chair of the nature and content.
2. The Chair and Deputy Chair consult to determine which of them will serve as acting Chair for the case.
3. Depending on the nature of the request, the acting Chair decides how many and which members will be asked to handle the complaint. In making this choice, the number of members nominated by FME must be the same as the number of members nominated by the trade unions.
4. The number of members dealing with the mediation request, including the Chair, will be three or five, this to be determined by the Chair.
5. If the group selected to deal with a mediation request feel the need to do so, they may present their opinion to the plenary Mediation Body for discussion before notifying the parties.
6. In all cases, the opinion of the group selected shall be the opinion of the Mediation Body.
7. The acting Chair and the members handling the complaint or dispute will be paid an amount to be determined by Consultative Council.
8. All documentation relating to the request will be provided to all members of the Mediation Body for their information.

Article 3 – No arbitration and no publication

1. The Mediation Body cannot act in an arbitration capacity, and therefore cannot be tasked with arbitration with regard to contracts.
2. The Mediation Body can, however, consider a request and give its opinion provided that the parties involved in the dispute agree in advance that they will abide by this decision.
3. The Mediation Body does not divulge to third parties information concerning any complaints it has handled.

Article 4 – Scope of the mediation body

The Mediation Body can be involved in the following situations:

A. Complaints by an employee or group of employees concerning the employment relationship:

1. Employees must first discuss their complaint in the company, following the steps outlined below, with:
   - their direct superior;
   - any higher superior;
   - the management board or its authorised representatives (possibly through the mediation of a member of the works council).
2. If no satisfactory solution has been reached within a reasonable period using the steps stated in Article 4.1, employees who are a member of one of the trade unions may submit their complaint to the representative designated by their organisation, following which the organisation will discuss the complaint with the employer.
3. If no agreement is reached between the organisation and the employer, either the employer or the employee involved may ask their organisation to submit the complaint to the Mediation Body for mediation.
4. If the organisation complies with this request, it informs the other party involved in the mediation request as well as that party's organisation.
5. If one of the parties involved is not a member of the employers' association or of one of the trade unions, the complaint may be submitted directly to the Mediation Body. The Mediation Body only accepts complaints where both parties and the parties to the collective agreement consent to mediation.
6. If the person bringing the complaint is not a member of one of the trade unions, the Mediation Body will only handle the complaint if said person has stated in advance that he is willing to bear the costs of mediation.

B. Difference of opinion between one or more trade unions on the one hand and an employer on the other:

1. If there is a difference of opinion between an employer who is a member of the employers' association on one side and one or more trade unions on the other regarding social policy within the company, this difference of opinion may be brought by either the employer or the trade union or unions before the executive committees of the employers' association and trade unions involved.
2. If the intervention referred to in 4(B)(1) above fails to produce a result, each of the organisations may submit the difference of opinion to the Mediation Body for mediation.
3. If the employer involved is not a member of the employer association, the difference of opinion is submitted directly to the Mediation Body. The Mediation Body will agree to handle the difference of opinion only if the parties to the collective agreement consent to such mediation.

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

1. If there is a matter which is leading one or more trade unions and/or their members to consider striking or taking industrial action which will hamper the normal operations of the company, this matter may be submitted to the executive committees of the employers' association and trade unions involved either by the employer(s) who are members of the employers' association or the trade unions and/or their members.

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

Article 5 – Procedure

1. The Mediation Body will hear:
   a. in the case of complaints by an employee or a group of employees, the employer or employers involved and the trade union or unions that has or have submitted the dispute, and the employers' association if it has submitted the complaint for mediation;
   b. in the case of a difference of opinion between one or more trade unions on one side and an employer on the other:
      - the employer involved:
      - the employers' association involved if the employer is a member of such;
      - the trade union or unions involved:
   c. in the case of the intention by one or more trade unions to strike or engage in other industrial action: the employers' association and the trade union or unions.
2. The Mediation Body may gather all relevant information and hear all persons as witnesses or experts whom it considers desirable. The parties will comply with requests by the Mediation Body to provide information. The parties will encourage the persons whom the Mediation Body wishes to hear as witnesses or experts to comply with a request to that effect.
3. The Mediation Body will attempt to mediate between the parties after having taken cognizance of all the relevant information.
4. If the attempts at mediation have failed to produce any results within two months of the complaint or difference of opinion or the planned industrial action being notified to the Mediation Body, the latter will give its written opinion within two weeks thereafter. Deviations from this period of two months will be permitted in consultation between the Mediation Body and the parties involved.
   In the event of one or more trade unions planning to strike or take other industrial action, the Mediation Body will endeavour to complete the mediation or to give its opinion in writing within four weeks.
5. The Mediation Body will send its written opinion to the parties involved and to the employer's association if the employer is a member of such. Publication of the opinion is permitted one week after receipt. Publication of an opinion concerning a planned strike or other industrial action by one or more trade unions and/or their members is permitted directly upon receipt.
   The publication must contain the full opinion of the Mediation Body, except for any passages which the Mediation Body has not released for publication.
   The names of persons, companies and organisations may be omitted if desired.

Annex F. Integrated job grading system (ISF) / Integrated job grading system (ISF)

I. Integrated Job Grading System / Integrated Job Grading System

The Integrated Job Grading System's salary group structure and the accompanying points are as follows:

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

Annex G. Additional rules for ISF and/or SAO system

I. – System ownership

The parties have agreed that FME is the owner of the Integrated Job Grading System (ISF system) and the Working Conditions System (SAO system).

The following principles have been adopted in this regard.

1. **If the ISF system is applied, company job lists will be drawn up under the guidance of experts from FME.**
2. **If the SAO system is applied, the lists of working conditions will be drawn up under the guidance of experts from FME.**
3. **The decision of these experts on the classification of the jobs in the new company job lists will be final. If the trade unions consider it necessary to assess the job lists, that assessment will be carried out exclusively by experts of the trade unions.**
4. **The classification of the jobs and the working conditions as well as their assessment will be performed exclusively by experts from FME and from the trade unions.**
5. **The ISF and SAO systems will be monitored by the Salary Structure Committee, appointed by the Consultative Council in the Metalektro (ROM).**
   The Salary Structure Committee will be responsible for:
   - **managing the system;**
   - **supplementing the reference material;**
   - **handling complaints.**
6. **The trade unions shall not provide their cooperation with any groups outside the Metalektro wishing to apply the ISF and/or SAO system without consulting and receiving the express consent of FME.**

   That consent will be granted if agreements are made with the groups concerned with respect to:
   - **the way in which the system will be used;**
   - **monitoring the system;**
   - **maintaining the system.**

   For its part, FME will inform the trade unions of any proposed application of the system outside the Metalektro.

II. – Agreements on procedure

1. **Where the ISF and/or SAO system is being used it will be assumed that:**
   - **the parties accept the content and consequences of using this or these systems;**
   - **the reference jobs constitute part of the new system;**
   - **the number of reference jobs will increase over time and will be added to a list of reference jobs of the ISF and/or SAO system;**
   - **a brochure will be distributed providing information about the purpose and operation of the system;**
   - **information will be provided for each company concerning:**
     - **the duties and responsibilities of the system owner;**
     - **the purpose and operation of the system;**
     - **the tasks of any steering group or job grading committee;**
     - **the complaints procedure.**

2. Depending on the situation in a company, the process of using the system may be supervised by a steering group whose members should represent every level of the company. In the interests of efficiency, the size of this steering group should be kept within reasonable limits. The task of the steering group is to oversee the entire process of job grading, i.e. the introduction, implementation, and subsequent maintenance.

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

III. – Classification of the jobs and the working conditions

The procedure for classifying the jobs and working conditions is as follows:

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

IV. – Complaints procedure

In the company the trade unions will be consulted on the method by which employees can lodge an objection to the classification of the job they perform. If an employee appeals against the classification of the job on the basis of the ISF and/or SAO system, the individual concerned will be informed of the outcome and the reasons in writing. If the individual concerned is not satisfied with the outcome of the procedure, the person may refer the matter to their trade union if applicable, in which case an expert from the trade union and an expert from FME will jointly investigate the complaint. On the basis of their investigation the experts will make a binding decision, which will be confirmed in writing. If this decision leads to a classification in a higher salary group the higher salary must be paid from the time that the written complaint was submitted to the company.

V. – Information

The company will provide the trade unions with all information required for the implementation of the ISF and/or SAO system.

Annex H. Job classification systems

Job classification systems

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

Annex J. Information on premium percentages

1. Premium percentages (3.7)

The hourly premiums are listed below as percentages of the monthly, periodical or weekly earnings for full-time work.

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

Table a:			
Premium for overtime	**premium per hour when paid per**		
in accordance with 3.7.2(d)	**month**	**4 weeks**	**week**
the first 2 hours immediately preceding or immediately after the normal working day*	0.14%	0.15%	0.60%
other overtime worked on Monday to Friday	0.24%	0.26%	1.03%
hours on Saturday up to 14:00	0.27%	0.29%	1.17%
hours on Saturday after 14:00	0.37%	0.40%	1.60%
hours on Sunday and on public holidays**	0.48%	0.52%	2.07%

* The premium also applies to overtime that is separated from the normal working hours by a statutory rest period or a rest period based on local conditions.

** This refers to public holidays recognised in the collective agreement.

b.

Table b:			
Premium for excess hours	**premium per hour when paid per**		
in accordance with 3.7.2(c)	**month**	**4 weeks**	**week**
	0.60%	0.65%	2.60%

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

Table c:			
Premium for working shifts	**premium per hour when paid per**		
on Sundays and public holidays* in accordance with 3.7.3(d)	**month**	**4 weeks**	**week**
Sunday	0.48%	0.52%	2.07%
Public holidays*	1.06%	1.15%	4.60%

* This refers to public holidays recognised in the collective agreement.

d.

Table d:			
Premium for working non-standard	**premium per hour when paid per**		
working hour in accordance with 3.7.5(b)	**month**	**4 weeks**	**week**
the 2nd and 3rd hours immediately preceding or immediately after the normal working day	0.11%	0.12%	0.46%
the 4th and all subsequent hours	0.21%	0.23%	0.92%

2. Hourly premiums as percentages of the hourly earnings[26]

a. If overtime is compensated with time in lieu the following hourly premiums expressed as percentages of the hourly earnings apply.

Table a:	
Premium for overtime in accordance with 3.7.2(d)	**premium**
the first 2 hours immediately preceding or immediately after the normal working day*	24.1%
other overtime worked on Monday to Friday	41.3%
hours on Saturday up to 14:00	46.6%
hours on Saturday after 14:00	63.8%
hours on Sunday and on public holidays**	82.8%

* The premium also applies to overtime that is separated from the normal working hours by a statutory rest period or a rest period based on local conditions.

** This refers to public holidays recognised in the collective agreement.

b.

Table b:	
Premium for excess hours in accordance with 3.7.2(c)	**premium**
	103.4%

c. Premiums expressed as percentages of the hourly earnings

Table c:	
Premium for working shifts on Sundays and public holidays* in accordance with 3.7.3(d)	**premium**
Sunday	82.8%
public holidays*	182.8%

* This refers to public holidays recognised in the collective agreement.

d.

Table d:	
Premium for working non-standard working hours in accordance with 3.7.5 (b)	**premium**
the 2nd and 3rd hours immediately preceding or immediately after the normal working day	19.0%
the 4th and all subsequent hours	36.2%

26 This percentage applies to hourly earnings that are 0.58% of the monthly earnings.

Annex K. Key provisions of WagwEU

The table below shows the provisions of the collective agreement that are (partially) applicable to employees within the meaning of 6.13 of the Basic Collective Agreement for Metalektro 2024-2025.

Table: Provisions of the Basic collective agreement that are (partially) applicable for the purposes of the Posted Workers in the European Union Act (WagwEU) (core provisions)

chapter / annex	core provisions		
	number*	title / subject	of which, inapplicable
1. Contract of employment	1.4	Full-time and part-time	
	1.5	Termination of contract of employment	
2. Working hours	2.1	Work schedule	2.1.1
	2.2	Temporary four-day week	2.2.2, 2.2.3
	2.3	Shift work	2.3.3
	2.4	Continuous shift work system	
	2.5	On-call work	
	2.6	Overtime	
3. Remuneration	3.1	Job classification	3.1.1 c
	3.2	Determining salary group and personal minimum monthly earnings	
	3.3	Salary tables	
	3.4	Salary adjustments during term of this collective agreement	3.4.2
	3.5	Company salary systems	
	3.6	Non-standard salaries	3.6.1
	3.7	Premiums and compensation	3.7.6
4. Annual leave, paid hours off, sick leave and other leave	4.1	Holidays	
	4.2	Paid hours off	4.2.1 d
	4.4	Short periods of absence	
	4.5	Special leave	4.5.3 c, 2nd bullet
	4.6	Special leave for union members	
5. Training and development	5.1	Working on sustainable employability	5.1.2
6. Additional provisions	6.10	External employees	6.10.2; 6.10.7

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

Table: Provisions of the Basic collective agreement that are (partially) applicable for the purposes of the Posted Workers in the European Union Act (WagwEU) (core provisions)			
chapter / annex	**core provisions**		
	number*	**title / subject**	**of which, inapplicable**
7. About the CA and the parties	7.2	Scope	
	7.3	Definitions	
	7.4	Derogation from this CA / Flexibilisation	7.4.2
Annexes	A	Scope	
	F	Integral job grading system	
	H	Systems of job classification	
	J	Information on premium percentages	
	K	Key provisions of WagwEU	
	L	Supplementary provisions of the SAO scheme	

* The (sub-)sections referred to in this column apply in full, unless otherwise stated in the column 'of which inapplicable'. If a (sub-) section applies, so does any accompanying note or recommendation.

Annex L. Supplementary provisions of the SAO scheme / Supplementary provisions of the SAO scheme

Introduction

in 2007, the parties to the collective agreement reached agreement on the Integrated Job Grading System (ISF) and the Working Conditions System (SAO).
The parties agreed:

- that the ISF would replace the job list in the Basic collective agreement with effect from 1 January 2008,
- that a number of additional provisions would apply for companies wishing to switch to use of the SAO.

Those additional provisions are set out below.

Basic principles

1. For the purposes of these additional provisions, "the collective agreement" is the Collective Agreement in the Metalektro 2024-2025.
2. The parties believe that the newly designed Integrated Job Grading System (ISF) and Working Conditions System (SAO) systems together constitute the most appropriate job grading systems for the sector and its constituent companies.
   They therefore recommend that employers switch to the SAO system.
3. The ISF and/or SAO system was established to provide an integrated tool for classifying jobs and working conditions in companies in the Metalektro as objectively as possible. The ISF and/or SAO replaces the Job Classification Method for the Metalektro and the Job Classification System for Administrative, Technical and Supervisory Staff (the FC system).
4. To ensure that the nominal rights of those currently working in the Metalektro who fall under the scope of the collective agreeement are not prejudiced, the parties have reached agreement on a number of guarantees.
5. The new steps in the SAO classification are set out in 2.2
6. The arrangements made between the parties concerning system ownership and procedures for the introduction and application of the system are set out in Annex F of the collective agreement, which is deemed to form an integral part of this agreement.

Article 1 – Working conditions

A company that uses the SAO for remuneration of onerous working conditions shall observe the provisions of the following articles.

Article 2 – Working conditions grades

1. The working conditions in a company will be classified in a working conditions list and classified in one of the grades 0, 1, 2 or 3.
2. The grades in the working conditions and the associated points are:
   Grade 0: **0**-19 points
   Grade 1: 20-39 points
   Grade 2: 40-59 points
   Grade 3: **60 points or more**
3. The working conditions will be classified using the SAO (Working Conditions System).

Article 3 – Working Conditions

1. The working conditions and the associated increments will be documented in the company's own working conditions list*.
2. If the SAO is being used, the working conditions and their grades will be classified when the system owner has approved the working conditions list*) drawn up by the employer.
3. When the company's working conditions list*) has been approved by the system owner, the employer will grade the working conditions in the company after consulting the works council.

* This list can be a working conditions list that includes the working conditions for every job in the job list or a list of key working conditions, together with a classification of the grades.

Article 4 – Job classification

The employer will classify the jobs of employees in accordance with the working conditions grades on the basis of the working conditions in their jobs.

Article 5 – Working conditions premiums

1. For work performed under working conditions falling under grade 1, 2 or 3, a premium will be paid of at least:

Table Working conditions premiums			
	grade 1	**grade 2**	**grade 3**
As of 1 June 2024	40.44 per month	80.91 per month	161.81 per month
As of 1 January 2025	41.75 per month	83.54 per month	167.07 per month
As of 1 June 2025	43.00 per month	86.05 per month	172.08 per month

The changes in the working conditions premiums will be made on the same date as a salary increase connected with the employee's age.

2. For part-time employees, the amounts shown in the tables above will apply in proportion to the amounts specified in paragraph 1.
3. If particular onerous conditions occur irregularly, incidentally or at unpredictable times, employees will receive an additional premium during the hours worked under those onerous conditions over and above any existing premium that applies for the average work situation.

Note:

The extent to which a person works under onerous conditions will be deterrmined on the basis of the average work situation. Irregular, incidental or unpredictable working conditions will not be considered in determining the average level of the onerous working conditions. In such a case, an additional premium will be paid for those working conditions over and above any existing premium.

Article 6 – System of premiums for onerous working conditions

1. a. A company that uses a remuneration system for onerous working conditions pursuant to Article 5 shall adopt the SAO and comply with the provisions of Article 3(2), (3) and (4).
   b. The provisions of Article 5(1) and (2) shall in any case apply.
2. a. Consultations shall be conducted at an early stage between the employer, the employers' organisation and the trade unions on the introduction or radical revision of a system of remuneration for onerous working conditions.
   The working conditions premiums are based on the company's existing salary level.
   b. The company shall provide the necessary information for the consultations between the employer, the employees and the trade unions.

Transitional provision

If the application of the SAO wil lead to the introduction or revision of a salary system and a system of remuneration for onerous working conditions, the employer, the employers organisation and the trade unions shall consult on its application.

Article 7 – Guarantee on introduction of SAO

1. If on the introduction of the SAO the sum of the monthly earnings*) and the working conditions premium is less than the sum of the original monthly earnings*) and any premium for onerous .working conditions, the latter sum shall be guaranteed
2. In derogation from paragraph 1, for employees aged 55 and older the original monthly earnings*) plus any premium for onerous working conditions will be adapted to the general salary adjustments in accordance with the collective agreement.
3. On the introduction of the SAO and for as long as the salary* is less than the original salary*, the working conditions linked to the salary will be determined on the basis of the original salary.

* See definitions in 7.3 of the Basic Collective Agreement.

Article 8 – Change in working conditions grade

1. Employees who will be performing a job for which a higher working conditions grade applies will receive the premium for that higher grade from the time that they start performing that job.
2. Employees below the age of 45 who will be performing a job or carrying out work for which a lower working conditions grade applies will retain the premium they received pursuant to the working conditions grade under which they last worked for the length of the notice period that the employer would have been required to observe if he had wished to terminate the employment. The period for which the premium must continue to be paid will be determined on the basis of the period for which the employee concerned has worked without interrruption under these working conditions, to be calculated from the date on which the SAO premiums were introduced.
3. Employees who are aged 45 and older and who will be performing a job or carrying out work for which a lower working conditions grade applies will retain the premium they received pursuant to the working conditions grade under which they last worked for the length of the notice period that the employer would have been required to observe if he had wished to terminate the employment. The period for which the allowance must continue to be paid will be based on the period for which the employee concerned has worked without interrruption under these working conditions, to be calculated from the date on which the SAO premiums were introduced.

4. For employees over the age of 60 whose working conditions grade is lowered, there will be no further reduction of the premium.

Article 9 – Holiday allowance

The holiday allowance of an employee who receives a working conditions premium pursuant to 2, paragraphs 1 and 2, will be increased by an amount equal to 8% of the working conditions premium (pursuant to 5, paragraph 1) that he has earned since 1 July of the preceding year.
For a company that already uses a system of remuneration for onerous working conditions, this provision will apply from the time that the system has been assessed against the agreed basic principles of the SAO and its equivalence has been established.

COLLECTIVE AGREEMENT
IN THE METALEKTRO

Senior Staff (HP)

2024/2025

Parties to the collective agreement

This collective agreement has been agreed between:

1. FME, Dutch employers' association in the technology industry, hereinafter referred to as 'the employers' association',

and

2. FNV Metaal,
3. CNV,
4. De Unie,
5. VHP2,

   parties 2 to 5 hereinafter referred to jointly as the 'trade unions'.

Introduction

1. In the previous collective agreement the parties to the collective agreement announced an investigation into how the Basic Collective Agreement and the Collective Agreement for Senior Staff might be consolidated. This study will continue during the term of this collective agreement.
2. To stimulate the entry of sufficient numbers of high-quality employees, students are being trained within the Metalektro on the basis of an apprenticeship contract (professional practical skills course of study: BBL). This learning pathway includes practical, on-the-job training, which must be a close fit with the requirements the student will be expected to meet once employed. It goes without saying that it is not the intention to use the practical component to address fluctuations in the supply of work.
3. At company level, the employer and the trade unions may hold talks on all aspects of employment.
4. The parties to this collective agreement consider it important that companies in the Metalektro have properly qualified employees at their disposal and, accordingly, advise the companies to devote attention to their career and skills development policy. Such a policy can help ensure the best possible alignment of employees' capabilities with the needs of the business.
5. The parties recommend that extra attention be devoted at corporate level to:
   - the development of an integrated policy on older employees, i.e.:
     - issues faced by older employees, particularly age, family, and health-related issues;
     - related to this, providing suitable opportunities for the career development and further training of older employees, like enabling them to avail themselves of the courses offered by Stichting A+O Metalektro for example;
   - issues faced by occupationally disabled and foreign employees.
6. The parties to this collective agreement regard sickness absence as a continuing cause for concern. They believe that sickness absence that arises from the work should, in first instance, be addressed at company level. To this end, they recommend that the company develop a prevention policy.
7. The parties to this collective agreement recommend that overtime be kept to a minimum where possible.
8. The parties to this collective agreement are committed to promoting an 'à la carte conditions of employment plan' within the company.
9. The parties to this collective agreement recommend that employers and employees do all they can to avoid conflicts arising from questions of conscience, for example by jointly discussing the matter concerned as soon as possible after the employee has reported the situation giving rise to his objection on the basis of conscience.
10. The parties to this collective agreement recommend that companies, in consultation with the works council, draw up a complaints procedure and that this include the provision that an employee may choose a person to represent him. Once the complaint has been handled through the company procedure, it can still be brought before the trade union for resolution.
11. The parties to this collective agreement recommend that attention be paid in the company to the impact the production process has on the environment and that the company introduce an in-house environmental management system.

1. Contract of employment

1.1 Job applications

1.1.1 Confidentiality

The employer and others involved in the job application procedure shall keep confidential and not disclose to any third party any information relating to the employee's application for a job.

1.2 Start of the contract of employment

1.2.1 Recording the agreements

a. The employer will provide the employee with a written contract of employment in which the arrangements agreed have been recorded. In the event of any changes to the agreements reached, the employer will confirm these in writing as well.
b. The arrangements agreed between the employer and employee must be, taken as a whole, at least equal to the employment conditions set out in the Basic Collective Agreement.

1.2.2 Details to be recorded[1]

The written contract of employment must contain at least the following information:

a. the start date of employment; if the contract is for a fixed term, the term of the contract;
b. the job title, or a description of the main work activities;
c. the work location or locations;
d. the agreed pay, including any recurring, one-off and/or special pay elements;
e. the salary group and, if a company salary system is in use, the employee's placement in the salary group;
f. annual leave entitlement; the following provisions of the Basic Collective Agreement apply as a minimum: 4.1.2(a) and (b), 4.1.3, 4.1.4(a), and 4.1.5;

1 A list of details that must, by law, be provided in writing is set out in Article 7:655 of the Dutch Civil Code.

g. the pension insurance that applies or will apply to the employee, as well as the employer's and employee's share in the related pension premium;
h. the financial arrangement that applies in the event of the employee becoming incapacitated for work;
i. any agreements, where applicable, concerning reimbursement of expenses and/or a contribution towards health insurance premiums on the part of the employer;
j. the period of notice to be observed by the employer and employee;
k the collective agreement that applies.

1.2.3 Any additional agreements

If the employer has stipulated or the employer and employee have agreed a non-compete clause and/or provisions regarding patent rights, copyright and/or publishing rights, this or these must be recorded in writing by the employer.

1.3 Prior work under contract with an employment agency

1.3.1 Only one fixed term contract of employment

Contrary to the provisions of Article 7:668(a) of the Dutch Civil Code, consecutive contracts of employment via a temporary employment agency will be deemed to be a single fixed term contract of employment where the conditions stated under 1.3.2 are met.

1.3.2 Conditions

The provision stated under 1.3.1 applies to an employee:
a. who worked as an agency worker for the employer directly prior to entering employment with this employer under a contract of employment; and
b. who became ill while being employed by the temporary employment agency; and
c. whose contract with the temporary employment agency was terminated strictly due to the employee's sickness; and
d. who, after recovering from the sickness, signed a new contract with the temporary employment agency; and
e. whose period of employment with the employer via the temporary employment agency was only interrupted by the period of sickness.

1.4 Changes to the contracted working hours

1.4.1 Fewer working hours than contracted

Under the Dutch Flexible Work Act [Wet flexibel werken], the employee is entitled to work fewer hours than contracted. In derogation from the provisions of this act, under this collective agreement the employee can also invoke this right:

a. from the first day of employment;
b. even if the employer has fewer than 10 employees.

1.4.2 More working hours than contracted

Under the Dutch Flexible Work Act, the employee is also entitled to work more hours than contracted. However, in derogation from the provisions of Article 2 of this act, the employee may only increase the number of working hours in consultation with the employer. If the employer rejects the employee's proposal to increase the working hours, the employer will inform the employee in writing, stating the reasons for this decision.

1.5 Full-time and part-time work

1.5.1 General rule

The provisions of this collective agreement are based on the assumption of full-time employment. With regard to an employee who works part time, the provisions of this collective agreement apply pro rata to the number of hours the employee works compared to the Basic Work Year.

1.5.2 Exceptions

Contrary to the provision of 1.5.1, provisions of the collective agreement regarding the following apply equally to full-time and part-time employees:

a. short periods of absence (4.4); and
b. special leave for employees who are union members (4.6).

1.5.3 Working additional hours

If a part-time employee works more hours than specified in their contract of employment, the employee will accrue annual leave entitlement and scheduled paid hours off over these additional hours. In consultation between the employer and the employee, this additional leave entitlement or additional scheduled paid hours off may be paid out in whole or in part.

Notes to 1.5

- If a part-time employee works additional hours at the request of the employer, the employee will receive over these additional hours, up to the Basic Work Year:
  - a proportionate amount of annual leave;
  - a proportionate number of scheduled paid hours off;
  - holiday pay amounting to 8% of the per-hour earnings.
- The employer will also pay the employee a sum equal to the employer's share in the pension contributions for these extra hours worked.

1.6 Regular medical examinations

1.6.1 Recommendation

It is recommended that regular medical checks be carried out on:

a. employees aged 55 or older; and
b. employees performing specific activities or activities under specific conditions.

1.7 End of the contract of employment

1.7.1 Termination[2]

Termination of a permanent contract of employment, whether by the employer or the employee, must be done in writing and in such a way that the employment terminates at the end of a calendar month.

1.7.2 State retirement age

When an employee reaches the Dutch state retirement age the contract of employment will terminate without notice of termination being required.

1.7.3 Settling annual leave and scheduled paid hours off

At the end of employment, the employer will settle, in time or cash, any annual leave or scheduled paid hours off taken by the employee in excess of entitlement or still due to the employee.

2 The employer and employee must comply with the legal provisions regarding terminating the contract of employment.

2. Working hours

2.1 Work schedule

2.1.1 Drawing up the work schedule

a. After consulting the employee the employer draws up the work schedule that applies to that employee.
b. The employer will make the schedule available to the employee at least 14 days in advance of the period concerned, though the employer may agree a different period with the works council

2.1.2 Consultations with the trade unions

a. If the employer intends to extend the standard working hours in the working hours policy to more than 8.5 hours, the employer will first consult with the trade unions on this matter.
b. An employer who wishes to introduce a working hours policy that diverges from the standards laid down in the rules on consultation in the Working Hours Act that applied until 1 November 2007 and the standards of the Working Hours Decrees based on that act must first reach agreement on that policy with the trade unions.

2.2 Temporary 4-day work week

2.2.1 Use of unused leave/hours

a. An employee who works full time may temporarily work 4 days per week by using their unused annual leave entitlement and scheduled paid hours off, unused excess hours and/or unused overtime hours.
b. The employer will offer this possibility at the employee's request.
c. The employer and employee will arrange the particulars of the 4-day workweek in good consultation.

Notes to 2.2.1

Examples of hours that may be applied are any unused hours from the additional leave for older employees and annual leave entitlement left over from recent years. Examples of hours that may not be applied are hours that have already been scheduled in, hours that have been included in a work schedule (such as for shift work), mandatory holidays/scheduled paid hours off agreed in a collective agreement, the annual personal consecutive period of annual leave, and hours from an hour bank agreed with the works council or trade union.

2.2.2 Reason to refuse

a. The employer may refuse the employee's request if granting it would be contrary to a compelling business interest.
b. If the request will be refused, the employer must inform the employee of this within 4 weeks stating the reasons for this decision.

2.2.3 Company scheme

The provisions of 2.2.1(a) and (b) and 2.2.2 can be developed further in a company scheme.

3. Remuneration and equal pay

3.1 Job classification procedure / Job classification procedure

3.1.1 Job classification systems

a. If the employer decides to use a job classification system to group jobs, the employer will use the Integrated Job Grading System (ISF system) as set out in the Basic Collective Agreement.
b. The employer may only use a different job classification system if the employers' association and the trade unions agree to this; the same applies for changes to the system that is in use or the introduction of a new system.
c. If the employer opts to use the ISF system, the employer will comply with the provisions of the Basic Collective Agreement concerning this system. For senior staff, the group thresholds shown in the table below apply.

Table: Group thresholds for senior staff when using the ISF system

salary group	number of ISF points
L	**591** - 645
M	646 - 700
N	701 - 760
O	761 - 820
P	821 - 880
Q	881 - **940**

3.1.2 Equal pay for men and women

Women and men with the same level of relevant education/training and experience will receive equal pay for performing the same job.

3.2 Salary adjustments during term of this collective agreement

3.2.1 Upper threshold

a. The pay rises specified in 3.2.2 and 3.2.3 only apply to employees whose combined annual salary and holiday pay does not exceed a given upper threshold. The upper threshold shown is a gross amount and applicable to an employee working full time.
b. The upper threshold is € 120,526 as of 1 June 2024. This upper threshold will be adjusted in line with the basic pay rises as set out in 3.2.2 and will amount to € 124,443 as of 1 January 2025 and will amount to € 128,176 as of 1 June 2025.
c. To determine whether the employee's income is below or above the upper threshold, the following calculation is made:
   - the gross monthly salary - not including the pay rise - in the month in which, according to the table, the pay rise takes place is used as the basis;
   - this amount is multiplied by 12.96.

   If the resulting amount is lower than the upper threshold*, the employee is entitled to the pay rise specified in 3.2.2.

* This amount applies for an employee in full-time employment; the amount for employees who work part-time is calculated pro rata to the number of hours they work.

3.2.2 Pay rises

The table below shows on which dates and by how much the employee's actual salary will be increased; this applies only if the combined annual salary and holiday pay is lower than the upper threshold shown in the next table for that rise.

Table: Basic pay rises

date	basic pay rise	upper threshold
1 June 2024	2.75%	€ 120,526
1 January 2025	3.25%	€ 124,443
1 June 2025	3.00%	€ 128,176

3.2.3 Phasing out of one-off bonus(es)

a. From 1 June 2024 to 31 August 2024, every month the employer will withhold € 60 and from 1 September 2024 to 31 December 2024, every month the employer will withhold € 50 less for the employee's pension contribution (for a full-time employee). The employer will assume payment of this part of the pension contribution.
b. Employees working full-time whose pension contribution is less than € 60 and € 50, respectively per month will receive a gross lump-sum payment of € 60 and € 50, respectively every month from 1 June 2024 to 31 December 2024.
c. The reduction of the employee's pension contribution (under a) or the lump-sum payment (under b) will be awarded to employees who are employed by or enter employment with the employer on or later than 1 June 2024.
d. This bonus will expire with effect from 1 January 2025.

3.2.4 Temporary agency staff

The pay rises specified in 3.2.2 and 3.2.3 also apply to temporary agency staff; it is up to the employer to check that the temporary agency staff are given these rises.

3.3 Premiums and compensation / Premiums and compensation

3.3.1 Holiday pay

a. An employee who received holiday pay prior to 31 December 1984 will continue to receive such after that date.

b. Holiday pay amounting to 8% annually is accrued between 1 July and 30 June each year.

c. The implementation of this provision will not result in an increase in the employee's entitlements.

3.3.2 Working at home – commuting costs

a. The employer shall draw up a reasonable scheme for working at home.

b. The employer shall draw up a reasonable scheme for commuting costs.

3.4 Paid sick leave and incapacity for work

Recommendation re. 3.4

The parties to the collective agreement recommend that companies draw up an action plan, in consultation with the works council or the Health, Safety and Welfare committee, for an integrated strategy to prevent avoidable sick leave and incapacity for work. The plan should contain at least the following elements:

- the envisaged improvements in the qualityof the work, with attention to noise, hazardous substances and ergonomic and social working conditions;
- a specific policy on absenteeism, including social and medical counselling;
- a timetable for progress in and evaluation of the plan.

3.4.1 Continued payment of wages and top-up

a. During the first 52 weeks that an employee is incapacitated for work and is not entitled to benefit under the Sickness Benefits Act, the employer will top up the wage prescribed by law; this top-up is equal to the difference between the wage prescribed by law and 100% of the full daily wage under the Sickness Benefits Act.

b. During the following 52 weeks that an employee is incapacitated for work and is not entitled to benefit under the Sickness Benefits Act, the employer will pay the employee the wage prescribed by law, up to a maximum of 70% of the maximum daily wage under the Sickness Benefits Act.[3]

c. Contrary to the provision set out in 3.4.1(b), the employer is obliged to top up the wage prescribed by law during the second 52 weeks of incapacity for work by an amount equal to the difference between the wage prescribed by law and 80% of the full daily wage under the Sickness Benefits Act:

- **as long as the employee, in the view of the employer and the occupational health physician, cooperates to the best of their ability in recovery and vocational rehabilitation;**
- **if the employee is fully incapacitated for work and the occupational health physician has determined that the employee has no further lasting capacity for work.**

d. The employer may, in consultation with the trade unions, and bearing in mind the provisions of Article 7:629 of the Dutch Civil Code, reduce the percentage referred to in 3.4.1(a) by a number of percentage points, spread, if desired, over different periods

3 Also see 3.4.3.

during the first 52 weeks of incapacity for work while at the same time increasing the statutory percentage referred to in 3.4.1(b) by the same number of percentage points, again, if desired, spread over different periods.

e. If the employee has reached Dutch state retirement age or has been deprived of liberty by law the employer is not required to provide a top-up nor pay said employee's wages for the first two days of incapacity for work.

3.4.2 Deviations

a. The employer will not make use of the possibility provided by law to agree with the employee that one day be deducted from the employee's annual leave entitlement in the event of calling in sick.

b. The employer will not be required to pay sick pay or a top-up for the first day of sick leave if the company has introduced a policy aimed at preventing abuse of sick leave that states such. The employee is required to consult with the works council before introducing such a policy for the first time.

c. In consultation with the works council, the employer may draw up a policy stating how an employee is to act while on sick leave. If this policy includes sanctions for employees who contravene the sickness absence monitoring regulations, the employer may impose these sanctions, in which case the employer may derogate from the provisions of 3.4 stated above.

3.4.3 Daily wage under the Sickness Benefits Act

a. In the event of incapacity for work, the private use of a car placed at the employee's disposal by the employer is disregarded when calculating the daily wage under the Sickness Benefits Act (hereinafter also referred to as the 'Sickness Benefits Act daily wage').

b If the employee's working hours are increased or reduced during the reference period that applies for establishing the Sickness Benefits Act daily wage, a notional Sickness Benefits Act daily wage will apply for the purposes of 3.4.1(a) and (c) and 3.4.4(b). That notional Sickness Benefits Act daily wage will be equal to the Sickness Benefits Act daily wage that would have applied if the employee's working hours during the entire reference period had been the working hours that applied at the time when the incapacity for work commenced.

c. The Sickness Benefits Act daily wage (actual or notional) will be adjusted in line with the general salary adjustments in the Metalektro.

3.4.4 Vocational rehabilitation for employees declared partially incapacitated for work

a. If the employee has been declared partially incapacitated for work, the employer will offer the employee other suitable work where possible, and if no suitable work is available, will inform the employee of this in writing. In that case the employee will be offered guidance in finding suitable work with a different employer within or outside the sector. The employee will cooperate in these efforts. This does not, however, prejudice the employee's right to appeal as stipulated by law.

b. If an employee who is fully or partially incapacitated for work returns to work, the employer will top up the employee's salary from the moment the employee:
   - resumes work at the same employer, performing suitable work or doing his previous job with work adaptations;
   - starts work at another employer doing suitable work at the level of salary being offered for that work.

   This top-up will be such that, together with the salary, any other top-ups and/or disability benefits or other

benefits, the total will be equal to a percentage of the full daily wage under the Sickness Benefits Act, i.e. 100% in the first year and 90% in the second year. This top-up will be provided for no longer than two years from the date the employee resumes work.

c. **The employee will receive the top-up referred to in (b) even if the employee, in consultation with the occupational health physician, starts working as part of occupational therapy.**

Recommendation re. 3.4.4

The parties to this collective agreement recommend that employers in the industry stimulate the vocational rehabilitation of employees who are to some degree incapacitated for work by:

- examining which posts at the company are or could be made suitable to be performed by said employees;
- in the event of one of these posts becoming vacant, report the opening to one or more bodies charged with the vocational rehabilitation of employees who are to some degree incapacitated for work.

3.4.5 Differentiated WGA premium: recovery option

WGA is the Dutch abbreviation for the Resumption of Work (Partially Disabled Persons) Regulations. This act states that the employer may recover the differentiated premium for the WGA from the employee. During the term of this collective agreement, the employer may recover up to 50% of said premium.

3.4.6 WGA gap insurance

a. **With effect from 1 January 2009, the employer is obliged to offer the employee a WGA gap insurance under the Resumption of Work (Partially Disabled Persons) Regulations (WGA) to cover the financial risk of incapacity for work for at least 35% but less than 80%. This insurance entitles the employee to claim a periodic benefit to supplement the WGA follow-up benefit until they reach Dutch state retirement age. The amount of the benefit is equal to 70% of the daily wage under the Sickness Benefits Act, up to the maximum daily wage pursuant to the Sickness Benefits Act, multiplied by the percentage of incapacity for work and less the WGA follow-up benefit.**

b. **The obligation to offer a WGA gap insurance does not apply for employers who bear the risk referred to in 3.8.6(a) themselves or who decide to assume the risk on the advice of the works council.**

c. **The premium for the WGA gap insurance was paid by the employee until 1 January 2011; from 1 January 2011 the employer and employee must each pay for 50% of the premium evenly.**[4]

d. **If the employer already offered employees a WGA gap insurance on 1 November 2007, the insurance must be amended to comply with the conditions stipulated in 3.4.6(a) and (c) on the occasion of the first contract extension.**

3.4.7 WIA lower threshold insurance[5]

If the employee takes part in a WIA lower threshold insurance to be determined by the Consultative Council in the Metalektro (ROM), the employer will pay 50% of the insurance premium for this. This applies from 1 January 2009.

4 The amount withheld must not lead to a salary that is less than the statutory minimum wage.

5 WIA is the Dutch abbreviation for the Work and Income (Capacity for Work) Act.

Notes to 3.4.7

A WIA lower threshold insurance has been provided in the industry since 1 January 2009. Employees have the option of joining this scheme. The WIA lower threshold insurance covers the financial risk in the event of incapacity for work of between 15% to 35% (i.e. the lower threshold). This insurance provides the employee with a regular benefit equal to 100% of the daily wage under the Sickness Benefits Act, up to the daily wage pursuant to the Sickness Benefits Act, multiplied by the percentage of incapacity for work during a specified period.

3.5 Payment for periods of lay-off during contract of employment

3.5.1 During the first six months of the contract of employment

During the first six months of the contract of employment, the application of Article 7:628 of the Dutch Civil Code is restricted to one week. The employer will continue to pay the salary for a period of one week at most.

3.5.2 Unworkable Weather Regulation

a. The main points:
   - The weather conditions are unworkable if the employee is unable to work during or due to:
     - a period of frost, freezing rain or snow,
     - excessive rainfall, or
     - other exceptional weather conditions, including storms, as referred to under b.
   - The risk of unworkable weather is borne by the employer for a number of days. In derogation from Article 7:628 of the Dutch Civil Code, the employer only pays the employee's salary for those days. The employee may be eligible for unemployment benefit in the event of more days of unworkable weather (see c).

b. Types of unworkable weather
   - **Frost, freezing rain or snow**: an unworkable day due to frost, freezing rain or snow is a working day:
     - in the winter (the period from 1 November to 31 March of the following year),
     - on which no work is performed due to frost, freezing rain or snow, and
     - which meets at least one of the following conditions:
       - Frost and snow: the temperature measured by the KNMI was below -3° Celsius between midnight and 07.00.
       - Freezing rain: the KNMI reports freezing rain.
   - **Excessive rainfall**: an unworkable day due to excessive rainfall is a working day:
     - in a calendar year,
     - on which no work is performed due to rainfall for at least 300 minutes between 7.00 and 19.00, as measured by the KNMI.
   - **Other exceptional weather conditions, including storms**: a day on which the KNMI has issued a code red.

Whether these conditions apply will be determined by the measurements of the KNMI measuring station in the postal code area in which the employee was or should have been working at that time.

c. Employer's risk and continued payment of salary

Table: Unworkable weather: employer's risk and employee's income		
type of unworkable weather	**continued payment of salary by employer**	**employee's income with multiple unworkable days**
Frost, snow, or freezing rain	the first 2 days of frost, snow or freezing rain per winter season	Unemployment benefit: for the days in excess of the number referred to in the middle column, the employer may apply to the UWV on behalf of the employee for an unemployment benefit under the statutory scheme.
Excessive rainfall	the first 19 days per calendar year	
Other exceptional weather conditions	the first 2 days per calendar year	

Notes to 3.5.2

- In the event of unworkable weather, the employer will notify the employee before 10 a.m. that he does not have to come to work that day. If the employee is already present at work, the employer will send him home before 10 a.m. The duty to notify the employee does not apply in the case of excessive rainfall.
- Unworkable weather is not a ground for dismissal.
- The employer will report unworkable weather to the UWV every day in accordance with the procedural rules of the UWV.
- The employee may not perform (alternative) work on an unworkable day that has been reported to the UWV.
- The employer will follow all of the rules laid down in the UWV's Unworkable Weather Regulation and the collective agreement. Compliance with them will be monitored. Sanctions will be imposed for any abuse and/or improper use.
- For more information, see also the Guidelines of the Ministry of Social Affairs and Employment: www.rijksoverheid.nl/documenten/richtlijnen/2020/09/18/cao-bepaling-regeling-onwerkbaar-weer

3.5.3 Temporary short-time working scheme

If the employer introduces a temporary short-time working scheme approved by the competent body, the employer will not pay salary for the hours in which no work was performed. Article 7:628 of the Dutch Civil Code does not apply in this event.

Recommendation re. 3.5.3

The parties to this collective agreement advise the employer to, before proceeding to introduce a temporary short-time working scheme as per Article 8 of the Labour Relations (Special Powers) Decree (BBA), consult with the employers' association, the trade unions, and the works council

3.5.4 Unemployment benefits

a. If the employee is entitled to benefit under the Unemployment Insurance Act because the employer is not or is no longer obliged to pay the salary under the provisions of 3.5.1, 3.5.2 or 3.5.3, the employer will top up this benefit to the level of the salary.

b. In the cases as referred to in 3.5.2 and 3.5.3, the employer will continue to pay the salary of an employee who is not entitled to benefit on account of the conditions laid down in Articles 15 to 21 inclusive of the Unemployment Insurance Act.

3.6 Pension

3.6.1 Mandatory participation

Except where the pension administrator has granted an exemption, the employee is obliged to participate in the pension scheme of PME pensioenfonds, hereinafter called PME.

3.6.2 Personal pension arrangements

An employer who has requested and received permission from the Metalektro Pension Fund to be exempted from the pension scheme made mandatory for employees in the Metalektro is obliged to make arrangements by no later than 1 January 2008 that provide the same conditional additional pension entitlements as those granted to members born between 1950 and 1972 pursuant to Article 1.1.33 'Transitional scheme for PME Voluntary Early Retirement, Pre-pension and Life-Course Savings (VPL) scheme' of the Metalektro Pension Fund pension scheme dated 1 January 2015, corresponding to the scheme the parties to this collective agreement have set out in the 'Agreement on Voluntary Early Retirement, Pre-pension and Life-Course Savings (VPL) with regard to the Metalektro. The employer must subsequently continuously maintain said arrangements.
Said arrangements to be made by the employer must also stipulate that, in the event of personal and collective change of employment within the Metalektro, no loss of conditional additional pension entitlements will occur, however only if and insofar as these entitlements have not yet been acquired (prior to retirement), making them unconditional.
This transitional scheme can be financed through payment of a yet-to-be-determined contribution. The employee's part in this contribution will be no more than 50% of the difference between this contribution and the contribution for Metalektro Pension Fund for the conditional additional pension as last determined in 2020.

3.7 Death benefit

3.7.1 Death benefit

An employee's surviving relatives are entitled to a lump-sum death benefit in accordance with the provisions of Article 7:674 of the Dutch Civil Code, which also states who is considered a surviving relative.

3.7.2 Calculating the death benefit

Contrary to the provisions of Article 7:674 of the Dutch Civil Code, the amount of death benefit is calculated over the period from the day after the employee's death up to and including the last day of the second month subsequent to the month in which the death took place.

3.7.3 Payment

The death benefit will be paid by the employer insofar as it is not paid by a body responsible for implementing the Sickness Benefits Act, the Disablement Benefits Act (WAO), or the Work and Income (Capacity for Work) Act (WIA).

Notes to 3.7

If the employee has a contract of employment concluded before 31 December 1970 which contains more favourable conditions on this point, the employee's surviving relatives will have the entitlement specified under these older conditions.

4. Annual leave, paid hours off, sick leave, and other leave

4.1 Public holidays

4.1.1 Paid time off

a. The employer will give the employee time off with pay on all public holidays recognised in the collective agreement. This does not apply if the public holiday coincides with an employee's scheduled paid day off.
b. Public holidays are not deducted from the annual leave entitlement.

4.2 Scheduled paid hours off

4.2.1 Number of scheduled paid hours off

a. The employee accrues scheduled paid hours off - i.e. time during which the employee is scheduled to work but is given time off with pay - in proportion to the length of time he has been employed with the company in that calendar year. An employee whose contracted working hours are the same as the Basic Work Year is entitled to 104 scheduled paid hours off.
b. In consultation with the works council, the employer may set fewer or even no scheduled paid days off for a calendar year for the entire company, one or more departments, or one or more groups of employees.
c. Should the employer opt to do this, then the actual salary of the employees affected for that calendar year will be increased by 0.383% for each scheduled paid day off (8 hours) less than the 13 scheduled paid days off (104 hours) per calendar year.

Notes to 4.2.1(c)

The employee accrues holiday pay and, if applicable, the shift premium over this temporarily higher salary, and pension contributions must be paid over this income.

d. The employer will inform the employees of a decision to reduce the number of scheduled paid hours off by no later than November of the year preceding the relevant calendar year. Employees who, within three weeks of receiving notification of the decision, inform the employer in writing that they do not agree with the reduction will retain their entitlement to 104 scheduled paid hours off.

4.2.2 Designating time as scheduled paid hours off

a. For an employee working part time, the number of scheduled paid hours off will be calculated based on the number of hours the employee works in a calendar year in proportion to the BWY.
b. The employer will select half working days on which the employee is scheduled to work to be designated as scheduled paid hours off. The employer can decide otherwise for economical or organisational reasons or reasons relating to labour market conditions.
c. After consulting the employee, the employer determines which working hours will be scheduled paid hours off.
d. The employer will inform the employee which working hours will be scheduled paid hours off. The employer will designate these periods at least 14 days in advance of the start date of the schedule, though the employer may agree a different period with the works council.
e. On consultation with the works council, the employer may designate 24 scheduled paid hours off as collective time off that applies to all (or practically all) employees. The employer must have the consent of the works council before designating more than this number of hours as said collective time off. The works council must first consult the employees on the matter before providing consent. The employees do not have to be consulted, however, if the period is designated as collective annual leave.
f. The employer must have the consent of the works council before changes can be made to the usual way, within the company, in which scheduled paid hours off are assigned or how these are spread over the year. This also applies if the change affects only one part of the company.
g. The consent of the works council as stated in 4.2.2(c), (d) and (e) is not required in the event that an employee is assigned to work outside the company and is unable to work at the other site due to collective time off in effect at that site at that time, in which case the employer will first make use of the 24 scheduled paid hours off referred to in 4.2.2(d).
h. In situations other than those referred to in 4.2.2(e) and (f), the employer may only designate periods other than half working days as scheduled paid hours off in consultation with the employee concerned.

Notes to 4.2

Employees who are sick during a period in which scheduled paid hours off are being taken are not entitled to alternative time off.

4.2.3 Compensation for unused scheduled paid hours off

a. The employer will allow the employee time off in lieu for any unused scheduled hours off the employee has accrued. In consultation with the employee, the employer may also pay out these hours in cash.
b. If time in lieu is given for unused scheduled paid hours off, in consultation with the employee the employer will decide when time off may be taken. As a guideline the time off will be taken:
   - at a time when the operational situation allows for this; and

- when the employee would normally be scheduled to work; and
- in periods of at least half working days; and
- preferably within the same quarter in which the schedule paid hours off were accrued.

c. Any accrued scheduled paid hours off which have not been taken or offset by time in lieu by the end of the calendar year will be carried over to the next calendar year, during which year the employee can take an equivalent amount of time off. The employer may, in consultation with the employee, also pay out half of the remaining hours, with the employee taking time in lieu for the other half the following calendar year.

4.3 Alternative use of annual leave, scheduled paid hours off, and overtime

4.3.1 Time-saving scheme

a. In consultation between the employer and the trade unions and/or the works council a time-saving scheme may be introduced in the company.
b. Under such a scheme, employees may save time (i.e. leave entitlement) using scheduled paid hours off, contractual annual leave entitlement, and overtime.
c. The employer and employees may agree that, in the context of the time-saving scheme, the employee may save more than six days of contractual annual leave per year in the in the form of time or money.
d. Participation in the time-saving scheme is voluntary for the employees, with the understanding that the provisions in this collective agreement concerning determining scheduled paid hours off, annual leave, and overtime still apply.
e. Employers who implement a time-saving scheme must provide a guarantee, for example by establishing a special fund or arranging reinsurance.
f. An employee's entitlement to hours saved under a time-saving scheme does not lapse with time.

4.3.2 Personal time-saving

a. In consultation with the employer, the employee is entitled to cash in lieu of a maximum of 12 half working days of scheduled paid hours off, with said cash to be put towards their pension/early retirement provision.
b. There is no entitlement or it is restricted to fewer than 12 half working days of scheduled paid hour off, if and insofar as:
   - the employer has made use of the option stipulated in 4.2.2(d) and has designated more than 14 half working days as collective time off, assuming this also applies to the employee concerned;
   - the employer has made use of the option stipulated in 4.2.2(e) and has applied more than 14 half working days of scheduled paid hours off in a form other than scheduled half working days off, assuming this also applies to the employee concerned;
   - despite the other provisions of 4.3.2(b), the employer cannot reasonably be required to grant this entitlement; if the employer is of the opinion that this is the case, the employer will notify the employee accordingly in writing stating the reasons for this decision.

4.3.3 Buying, saving and selling days

a. A full-time employee is entitled to buy a maximum of ten days of leave per year. An employee who works part time is entitled to a number of days of unpaid leave in proportion to their working hours. The days on which this leave is taken are to be determined in consultation with the employer.
b. The employee may save hours of contractual annual leave up to a maximum of 13 times the number of

contracted working hours per week. The saved days do not lapse with time.

c. At the request of the employee, the employer and employee may agree that the employee can sell up to six days of contractual annual leave a year for other purposes than the employee's pension/early retirement provision or a time-saving scheme.

4.3.4 Saving leave

a. The parties to the collective agreement wish to establish a fund at sector level to facilitate the saving of leave. The following principles apply:
   - the fund is an 'external' (sectoral) fund;
   - employees can convert the balance of available hours off from the preceding calendar year into a cash sum that they can deposit in the fund;
   - the scheme applies for newly accrued hours;
   - after the scheme takes effect, up to 25% of the balance that was already accrued before 1 January 2021 can be used for the leave-saving scheme every year;
   - statutory leave days may not be saved.

b. The parties to the collective agreement will work out the further details of this scheme.

c. With effect from a date to be determined by the parties to the collective agreement, the employee will be able to save up to 100 weeks of the available free hours from the preceding calendar year via this fund.

4.3.5 Life-course savings plan and leave

If an employee wants to take leave in a case which has not been regulated by law using credit under the life-course savings plan, the following provisions apply:

a. The employee may take part-time or full-time leave.

b. The employee must submit to the employer a written request for this leave, taking into account the following periods of notice:
   - at least three months for a period of leave lasting less than three months;
   - at least six months for a period of leave lasting three months or longer.

c. After consulting the employee, the employer will make a decision on the leave request within one month of receiving the request.

d. The employer will automatically grant a request from the employee for leave lasting no more than two years directly preceding the employee's date of retirement.

Notes to 4.3.5

This may be, for example, a period of unpaid leave to spend time caring for parents who need help, to study, to take a sabbatical, etc. This does not concern leave that is prescribed as paid leave under the Work and Care Act, i.e. maternity leave, paternity/partner leave, adoption leave, emergency leave, short-term sick leave, short-term care leave, and parental leave.

4.4 Short periods of absence

4.4.1 The arrangements

a. An employee who needs to leave work for a short period of time during working hours due to special circumstances will be permitted to do so where this is customary within the company.

b. The table below shows the number of hours/days over which the employer will continue to pay the employee's wages in the event of the circumstances listed.

Table: Short periods of absence	
circumstance	**continued payment of wages for**
Marriage and related events; when the employee is:	
- registering his/her notice of marriage	a reasonable period of time; max. 1 day
- getting married or concluding a cohabitation agreement before a civil-law notary	2 days
- attending the wedding of his/her (step-)child	1 day
- attending the wedding of his/her (step-)sister, (step-)brother or grandchild	in total max. 1 day per calendar year*
- celebrating his/her 25th or 40th wedding anniversary	1 day
Childbirth and adoption; on the occasion of:	
- the employee's partner giving birth**	1 day
- adopting a child***	1 day
In the event of the death of:	
- the employee's partner	4 days
- a child living at home	4 days
- a child not living at home	2 days
- one of the employee's parents	2 days
In the event of the death/attending the funeral of:	
- the partner of the employee's (step-)child	1 day
- the employee's grandchild	1 day
- a parent of the employee's partner	1 day
- a grandparent of the employee or the employee's partner	1 day
- the employee's (step-)brother or (step-)sister	1 day
- the partner of the employee's (step-)brother or (step-)sister	1 day
- the (step-)sister or (step-)brother of the employee's partner	1 day
For professional examinations	
- if the employee is taking professional examinations to obtain an accredited diploma if this is in the company's interests	a reasonable period; max. 1 day
In other situations, i.e. the employee:	
- complying with a statutory regulation or a commitment imposed by the government which has to be satisfied in person and for which the government does not provide financial compensation	a reasonable period of time; max. 1 day
- being called up for a medical examination for military service	1 day
- attending the ordination of his/her (step-)child, (step-)sister, or (step-)brother	in total max. 1 day per calendar year*
- attending the profession of vows of his/her (step-)child, (step-)sister, or (step-)brother	in total max. 1 day per calendar year*

* In these circumstances, the employee is entitled to a total of 1 day of leave per year.

** In addition to this, the employee is entitled by law to paternity/partner leave.

*** This is in addition to the employee's statutory leave entitlement.

4.4.2 Partner in this context

a. In this context, partner means the employee's spouse or the person with whom the employee cohabits, without being married, and with whom he runs a joint household, as long as the employee has notified the employer in advance that this person is his partner. A partner does not include a first-degree relative under Dutch law.
b. Partners run a joint household if they both have their main place of residence in the same home and can been seen to care for each other, for example by contributing to the cost of running the household.

4.4.3 Other arrangements

The company will consult internally on arrangements for situations other than those described in the table above, on the grounds of regional or local custom for example.

4.4.4 Absence to attend medical appointments

Arrangements will be made in the company for absence for the purpose of visiting a GP, dentist, or medical specialist, or for post-treatment care.

4.5 Special leave

4.5.1 Consequences for the Basic Work Year

a. There are hours during which the employee does not work and yet are deemed to be hours worked for the purpose of calculating the Basic Work Year (BWY). This applies in the case of the employee taking special leave of the type shown in the table below (and in the event of incapacity for work; see 4.5.3). The table also states the provision of the collective agreement which sets out the terms and conditions for the particular form of leave.
b. The scheduled number of hours for the employee for the day or days on which leave is taken are included in full when calculating the Basic Work Year. If the employee does not have a work schedule, it will be assumed the employee works 8 hours a day.
c. The amount of pay owed for these hours of leave may or may not be included in the employee's monthly earnings; to see whether it is, see the right-hand column of the table below, and for incapacity for work, see 4.5.3(c) of the Basic CA.

Table: Special leave and the employee's Basic Work Year (BWY)

types of special leave that qualify as hours worked for the BWY	**provision of collective agreement**
leave as compensation for unused scheduled paid hours off	4.2.3
lay-off period during contract of employment	3.5
additional leave granted for:	
- long-term service	1.2.2(f)
- transitional scheme for older employees	1.2.2(f)
short-term sickness absence	4.4
time off for union responsibilities	4.6
employability day	5.1
training days	5.3
CA training day	6.9

4.5.2 In the event of incapacity for work

a. In the case of incapacity for work, the hours of sick leave will be included as hours worked when calculating the Basic Work Year when these hours concern time the employee is sick while on scheduled annual leave.

b. This does not apply to:
   - days or time the employer has scheduled as the personal annual leave as requested by the employee;
   - days or time within a period designated as collective leave if the employee expressed the desire to be exempt from his vocational rehabilitation obligations on those days.

4.6 Special leave for employees who are union members / Special leave for employees who are union members

4.6.1 Paid time off

An employee who is a member of a trade union will be given paid time off for the following activities, having due regard to the provisions of 4.6.2:

a. participating as an official representative in union congresses, union councils, general meetings, or a comparable body;
b. participating as an official representative in collective agreement negotiations in the Consultative Council in the Metalektro (ROM);
c. participating in courses organised by the trade unions.

Notes to 4.6.1(a)

Comparable bodies are:
- for FNV Metaal: Members Parliament, Sector Council, and Industry Group Section;
- for CNV: Council for the Industry Sector, Collective Agreement Committee for the Metalektro, and District Executive Group for Industry/Metalektro;
- for De Unie: Executive Council, and National Board for the Metal Sector.
- for VHP2: Executive Board and Members Council.

4.6.2 Conditions

a. The trade union must notify the employer in good time to request this time off for its members.
b. The employee will only be granted paid time off to participate in a course organised by the trade union as referred to in 4.6.1(c) if this does not conflict with company interests. Furthermore, such granting of time off will, in principle, be restricted to two days per two years per nine employees organised in the trade unions.

Notes to 4.6

Deviation from the provisions of 4.6 in an MB collective agreement may only be made with respect to employees who are members of trade unions that are actually involved in concluding the MB collective agreement and have signed it.

5. Training and development

5.1 Working on sustainable employability

5.1.1 One day a year

The employee is entitled to one 'employability day' (8 hours) per calendar year over which the employer continues to pay the employee's salary.

5.1.2 Use of the day

The employee uses the employability day to actively and autonomously work on remaining employable in the long term, with the time used specifically for a course or on development or health. The employee decides how to use the sustainable employability day in consultation with the employer.

Notes to 5.1

The sustainable employability day may not be used as a leave day or a scheduled day off. The employee must, if requested, inform the employer of the purpose for which the day is used.

5.2 Career planning interview

5.2.1 One per year

The employee is entitled to one interview each year covering career planning, development, training and sustainable employability.

5.3 Training days

5.3.1 Number of training days

The employee accrues the right to two training days (16 hours) per year. Entitlement to training days (hours) will be accrued in proportion to the period of employment during the calendar year.

5.3.2 Use of training days

Training days (hours) need not be used in the calendar year in which the employee accrued the right to these: up to five days (40 hours) can be collected; any hours in excess of this number will lapse. The employer and employee may agree, however, that the excess training days (hours) will remain valid for a longer period of time.

5.3.3 Choice and scheduling of training

Employees will choose the course for which they wish to use the training day in consultation with the employer. The employer and the employee will determine the days (hours) when the employee will take the course in close consultation.

Notes to 5.3

Employees may report any problems they encounter in availing themselves of their right to training days to the Consultative Council in the Metalektro (ROM).

5.4 Study costs and apprentice remuneration scheme

5.4.1 Drawing up scheme by employer

The employer will draw up a study costs financing scheme.

5.4.2 Apprentice remuneration scheme

The employer will draw up a reasonable apprentice remuneration scheme.

5.5 Accreditation of prior learning (APL)

5.5.1 Reimbursement

As of 1 January 2013, for each period of five calendar years the employee is entitled to reimbursement by the employer of the costs incurred for an APL test up to a maximum of € 850 gross.

5.6 Generation pact

5.6.1 Objective and approach

a. Under the Generation Pact Scheme:
   - an older employee may work fewer hours
   - for a certain percentage of the original salary
   - while still being entitled to full pension accrual over the original salary.

b. The scheme will continue to be implemented until 31 December 2028.

c. The technical implementation of the Generation Pact is described in Annex C: Generation Pact Scheme of this collective agreement.

5.6.2 Variations

a. An employee who regularly works shifts[6] and who is aged 60 or older and who has an annual salary of not more than € 70,000 gross may ask the employer to apply the 80/90/100 Variation. The employer shall grant the request.

b. An employee who does not regularly works shifts and who is aged 62 or older and who has an annual salary of not more than € 70,000 gross may ask the employer to apply the 80/90/100 Variation. The employer shall grant the request.

c. An employee aged 62 or older and who has an annual salary of not more than € 70,000 gross may ask the employer to apply the 70/85/100 Variation. The employer has the option to grant the request or reject it (dual optionality).

d. An employee aged 63 or older - or at a younger age if and as agreed within the company - with an annual salary of more than € 70,000 gross may ask the employer to be allowed to make use of one of the Variations. The employer has the option to grant the request or reject it (dual optionality).

e. If agreements are made at company level that deviate in a positive sense for Employees in terms of the age at which an Employee can make use of this Generation Pact, the Pension Fund and/or Insurer is mandated to implement the technical aspects of those agreements.

f. The amount specified in a to d applies for full-time employees; for employees working part-time the amount is proportionate to the number of hours they work. This amount will be adjusted in line with the basic salary increases agreed in the collective agreement and will be € 78,537 gross as of 1 June 2024, € 81,089 gross as of 1 January 2025 and € 83,522 gross as of 1 June 2025.

Notes to 5.6.1

With the Generation Pact, older employees are given the opportunity to work fewer hours and reach retirement in good health while young people get the chance to enter the workforce. The guiding principle is that the hours that become available due to older employees working less are filled by new recruits with a contract of employment.

6 Regular shift work' is deemed to mean shift work that has been performed over a period of at least one year and which is or must be performed according to a pre-arranged schedule.

5.7 Early retirement

5.7.1 The scheme

The Early Retirement Scheme (Regeling Vervoegd Uittreden, RVU) enables employees to stop working up to three years before the state retirement age under certain conditions. Employees who are eligible to participate in the scheme will receive a financial benefit until they reach the state retirement age.

5.7.2 Employee's entitlement

a. Employees are entitled to take early retirement if:
   - they leave employment at their own request in the period from 1 January 2022 to 31 December 2025; and
   - on the retirement date they have reached an age that is no more than 36 months and no less than 6 months prior to the state retirement age; and
   - they earn a gross salary for of not more than € 4,000 excluding allowances for full-time employees,

   or

   in a period of at least five consecutive years immediately prior to the retirement date they have regularly worked for a period of at least two years:
   - in shifts, or
   - in on-call duty, or
   - have received an SAO allowance or similar allowances for onerous working conditions (such as a dirty work allowance).

b. The amount under a applies for an employee in full-time employment; the amount for employees who work part-time is proportionate to the number of hours they work. This amount will be adjusted in line with the basic wage increases agreed in the collective agreement and come to € 4,488 gross as of 1 June 2024, € 4,634 gross as of 1 January 2025 and € 4,733 gross as of 1 June 2025.

5.7.3 Collective agreement on an Early Retirement Scheme

The Early Retirement Scheme is laid down in the Collective Agreement on a Metalektro Early Retirement Scheme 2021/2025.

6. Additional provisions

6.1 Social fund

6.1.1 SSF

There is a 'Social Fund for the Metalektro' (also known by its Dutch initialism 'SSF'), The provisions regarding the SSF are set out in the Basic Collective Agreement.

6.2 Consultative Council for the Metalworking and Electrical Engineering industry (ROM)

6.2.1 ROM

There is a 'Consultative Council in the Metalektro' (also known by its Dutch initialism 'ROM').
The provisions regarding ROM are set out in the Basic Collective Agreement.

6.3 Protection of employee representatives

6.3.1 No adverse effects

Employees elected as employee representatives in a company body may not suffer any adverse effects in their position as employee as a result of carrying out this work.

Notes to 6.3.1

This does not simply mean dismissal but also adverse effects concerning remuneration and promotion opportunities

6.3.2 Mediation

An employee who believes that the employer is acting in contravention of the provisions of 6.3.1 may invoke the mediation procedure referred to in 7.7. In this case, the provisions of articles 4.A.2 to 4.A.5 inclusive of Annex E of the Basic Collective Agreement may be waived.

6.4 Union work in the company

6.4.1 Consultations with the trade unions

The employer will consult with the trade unions if the latter lets it be known that they want to:

a. carry out trade union work within the company; and/or
b. arrange for employee members of the unions from the company to constitute part of the delegation for consultation on conditions of employment and any other matters that are generally arranged in consultation with the trade unions.

During this consultation, which will concern the consequences of the planned activities, the trade unions may be represented by a union executive working in the company, unless otherwise agreed.

6.4.2 Trade union facilities

In the context of the provisions of 6.4.1, the employer will provide the trade unions with the facilities to enable them to maintain contact with their members in the company. The employers and trade unions will consult on the type of facilities to be provided and the extent to and manner in which the employer will provide these. Examples of facilities include:

a. allowing notices of meetings of member groups of the trade unions in the company to be sent through the company's usual channels of communication;
b. giving time off to executive members of the trade unions who work shifts in order to attend meetings of trade unions on company matters which are intended for them;
c. making company space available - usually outside company hours - for trade union meetings on company matters;
d. in urgent cases only, making company space available during company operating hours to allow contact between members of the trade unions in the company and trade union representatives; and
e. the annual allotment of hours the company makes available for union work within the company.

Notes to 6.4.2

- The number of union members within the company can be taken into account in determining how many hours per year will be made available for union work.
- The company rules in effect at the location must be respected when using the facilities referred to above.

6.4.3 No adverse effects for executive members

a. Executive members are members of a trade union who:
   - are members of the committee of company member groups;
   - in large companies:
     - are members of divisional committees that come under the responsibility of the board of company member groups; and
     - are employee members of a negotiation delegation, where applicable.

b. Executive members of the trade unions may not suffer any disadvantage in their position as employee as a result of filling this trade union position. The following conditions apply in this regard:
   - the consultation referred to in 6.6.1 has taken place;
   - the trade union facilities referred to in 6.6.2 have been provided; and
   - the trade unions have informed the employer in advance of the names of the employees who will be acting as executive members.

c. An employee acting as executive member may only be dismissed from the company if this employee would have been dismissed were he not an executive member.

d. If the employer is planning on dismissing an executive member, the employer must refrain from doing so until having spoken to the paid union official of the union of which the employee is an executive member. In the course of this interview an endeavour will be made to find a solution to the problem that has arisen.

e. If the employee concerned believes that the employer is acting in contravention of the provisions of 6.6.3(a), (b) and (c), the employee may exercise his right to mediation. See 7.9.2(d).

f. In the case of dismissal, if the Mediation Body has failed to give its opinion by the end of the period of notice, possible dismissal will be suspended until the Mediation Body has provided its opinion.

g. In the case of summary dismissal for compelling reasons as per Article 7:678 of the Dutch Civil Code, the contract of employment will be considered not to have been broken if the Mediation Body is of the opinion that the executive member was.

Notes to 6.4.3

It is a principle of good policy that an employee elected or appointed to bodies or committees functioning within the company should not be dismissed or hindered by the employer in the opportunities within the company simply because of the position held. Examples of being hindered in the opportunities include having remuneration and promotion opportunities restricted. This principle is equally applicable to an employee who has been appointed as union executive member.
The legal grounds for dismissal apply equally to these employees. A dispute between the employer and employee should first be submitted to the organisation involved on either side before the matter is, if necessary, escalated to the Mediation Body.

6.5 Union subscription

6.5.1 Work expenses scheme

The employee who is a member of a trade union will be entitled in 2024 and 2025 to have the union contribution included in the tax exemption of the Werkkostenregeling (WKR) in the company.

6.6 Hiring management consultancies, mergers, reorganisations, and closures

6.6.1 Hiring management consultancies

The employer will consult with the works council before signing a final contract with management consultants to study the company's organisation. In these talks with the works council, the procedure for carrying out the study and the manner in which the employees will be informed about this will be discussed. If the study will also involve employees, the employer will also inform the trade unions.

6.6.2 Mergers

An employer considering a merger will take the social consequences into account in the decision. In that context, the employer will do the following:

a. The employer will inform the employers' association and trade unions as soon as possible about the measures under consideration.
b. The employer will inform the works council and the employees no later than one week later; this may occur later if agreed with the trade unions. The employer, the trade unions, and the employers' association shall observe secrecy about the measures under consideration up to the time the employer has informed the works council.
c. After this, the employer will discuss the measures under consideration and any possible consequences for the employers with the trade unions, the employers' association, and the works council in order to give them the opportunity to put forward their point of view and thus possibly affect the employer's decision. The employer will inform the Supervisory Board or any comparable policymaking body about the results of these deliberations.

6.6.3 Company closure or retrenchment

An employer considering closing a company or part of a company and/or radically altering the workforce will take the social consequences into account in the decision. In that context, the employer will do the following:

a. If the employer expects the scale of employment within the company to be seriously jeopardised by certain developments, the employer will inform the employers' association and the trade unions as soon as possible and invite them to discussions where the employer will provide insight into the nature and possible consequences of these developments.
b. The employer will inform the works council and the employees no later than one week later; this may occur later if agreed with the trade unions. The employer, the trade unions, and the employers' association shall observe secrecy about the measures under consideration up to the time the employer has informed the works council.

c. The employer will then discuss with the employers' association and the trade unions:
   - which measures are being proposed to adjust staffing levels;
   - when the measures will need to be taken;
   - which efforts will be made - with the cooperation of the parties involved - in the areas of training and retraining, transfer, and relocation to avoid compulsory redundancies. Among the matters to be discussed will be measures that could promote relocation within the company or elsewhere, and the way in which these measures can be implemented.

d. The employer will also discuss the measures to be taken with the works council in order to give them the opportunity to put forward their point of view and thus possibly affect the employer's decision. The employer will inform the Supervisory Board or any comparable policymaking body about the results of these deliberations.

Notes to 6.6.3

The parties to this collective agreement assume that the trade unions and the works council will be given sufficient opportunity to consult with employees on the measures to be taken and the possible consequences of these for the employees.

6.6.4 Social Plan

a. If the consequences for the employees referred to in 6.6.2 and 6.6.3 are expected, the employer will draw up a social plan in consultation with the trade unions and the employers' association showing which employee interests should be taken into particular account and what provisions can be made for them.

b. In connection with the social plan, if the trade unions so request, the employer will seek the opinion of semi-governmental unemployment agency UWV WERKbedrijf regarding the opportunities for placing the employees involved. If it is anticipated that the number of redundancies will be such that this will have an impact on the local labour market, the employer will discuss with the trade unions and the employers' association whether the advice of the Regional Labour Market Council should be sought.

6.7 Temporary employment agencies

6.7.1 NEN certificate

For work to be performed in the Netherlands, the employer will only use a temporary employment agency which:
- holds a valid NEN certificate; and
- is registered with the Dutch Labour Standards Foundation [Stichting Normering Arbeid].

6.8 External employees / External employees

6.8.1 Consultation and definition

a. The employer will not entrust activities which by their nature are normally carried out by employees in the company's service to external employees or directly or indirectly to contractors or subcontractors without prior consultation with the works council.
b. The company's general policy on the use of external employees will be discussed with the works council at least twice a year.
c. An 'external employee' is defined for the purpose of this article as a natural person performing work in the company of an employer with whom they have not entered into a contract of employment.

6.8.2 Notification of works council

For the consultations referred to in 6.10.1(a), the employer will provide the works council with the following information:

- the name and address of the agency or agencies for whom the external employees work and/or the agency or agencies making them available;
- the nature of the work and estimated duration;
- the number of external employees and their names and ages; and
- the conditions of employment for the external employees.

6.8.3 Applicable provisions of collective agreement

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

6.8.4 Comparison of terms of employment

If it is established that the total of the terms of employment of the external employees as averaged by job and age are more than 10% above or 10% below that of the comparable company employees in the same salary group, the employer will not use these external employees or will cease to use them unless this difference in terms of employment is reduced, in consultation with the trade unions, to a maximum of 10%.

In all cases, the total terms of employment must be at least equal to the total under this collective agreement.

For the purposes of this comparison of terms of employment, the external employees' total income from this work, as calculated over the company's customary payment period, will be taken as the basis. This total income will include all elements which can be expressed in monetary value, however these are described.

For the purposes of this comparison, the average salary of the company's own staff in the salary group - if necessary calculated separately for employees in comparable age categories - will be taken as the basis. The annual income, including all permanent premiums and all permanent bonuses, will be determined and converted according to the company's customary payment period.

Terms of employment include:

a. annual leave entitlement;
b. reimbursement for travelling time, travel costs, 'coffee money', etc;
c. other payments and premiums;
d. the full or partial waiving of social security or old age pension contributions;
e. clear, quantifiable goods issued to the employees involved, such as clothing, shoes, and tools;

f. clear, quantifiable provisions for the employees involved, such as pensions and health insurance;
g. payments in the current year linked to profits, as soon as the level of the payment is known;
h. working time as referred to in Article 8, paragraph 1 of the Workers Allocation by Intermediaries Act (Waadi).

6.8.5 Salary threshold

The provision of 6.8.4 ceases to apply as of 1 January 2014 to employees seconded to the employer with an annual salary, including holiday pay, of €60,000 gross or more. This salary threshold will be adjusted in line with the basic wage increases agreed in the collective agreement and amount to € 67,318 gross or more as of 1 June 2024, € 69,506 gross or more as of 1 January 2025 and € 71,591 gross or more as of 1 June 2025.

6.8.6 Confirmation

The employer must ensure that the provisions of 6.8.3 and 6.8.4 are applied with regards to the payment of temporary employees.

6.8.7 Exceptions

The provisions of 6.8.2 to 6.8.6 inclusive shall not apply if the employer demonstrates to the works council that one of the following situations applies:

a. this involves contracting work if the work is carried out by staff in the service of the contractor or subcontractor concerned where:
   1. the contractor or subcontractor is liable for the work supplied;
   2. the employees are under the direct supervision and responsibility of the contractor or subcontractor;
   3. the contractor or subcontractor assumes an economic risk with regard to the price, quality, and/or delivery time;
b. staff is being seconded by fellow companies without any profit in mind;
c. supplier's employees are carrying out work relating to installing, putting into operation, or maintaining a product that has been supplied;
d. use is being made of employees from a labour pool maintained by companies in the Metalektro that has been set up on a not-for-profit basis

In such a case, the employer shall nevertheless inform the works council of:

- the name and address of the organisation(s) or person(s) for whom the external employees work;
- the nature of the work and estimated duration.

6.9 CA training day

6.9.1 For employees

The employee who is a member of a trade union can participate in a CA training day in 2024 and 2025 subject to the following conditions:

a. The course shall in any case cover labour relations and the collective agreement.
b. The course shall be prepared and organised by the trade union. The employers' association will also play a role in it.
c. The course shall be organised in consultation with the employer.

6.9.2 For employers

The employers' association will organise a CA training day for employers, whereby the trade unions will also play a role.

6.10 Consultation with parties to the collective agreement

On request by the trade unions, the employer will hold consultations (within 2 months) with parties to the collective agreement on the state of affairs in the company, for example regarding working hours, overtime, sick leave, permanent employability and employment, greening and energy transition.

6.11 Employees with a contract of employment in another country

6.11.1 WagwEU and definition

In accordance with the Posted Workers in the European Union Act (Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie, WagwEU), the key provisions laid down in Annex F of this collective agreement are also applicable to the posted employee who temporarily performs work in the Netherlands and whose contract of employment is governed by the law of a country other than the Netherlands. In this context, a posted employee is defined as an employee who performs work for a particular period in the Netherlands, which is not the country in which that employee normally works. Annex F is an integral part of this collective agreement.

6.11.2 Secondment for longer than twelve months

If the secondment lasts for longer than twelve months, the sending company must guarantee that from the thirteenth month all the binding provisions in the collective agreement that are applicable on the grounds of the first paragraph apply for the seconded employees, with the exception of the provisions concerning procedures, formalities and conditions for the conclusion and termination of the contract of employment and supplementary pension schemes.

6.11.3 Eighteen months or longer

The period of twelve months referred to in 6.11.2 is eighteen months if the sending company notifies the Minister of Social Affairs and Employment, stating reasons, during the last three months of the period of the secondment not exceeding twelve months, that the projected duration of the work initially reported will be exceeded to not more than eighteen months. If, after being extended, the secondment lasts longer than eighteen months, from the nineteenth month the sending company must guarantee the terms of employment and working conditions referred to in the second paragraph.

7. About the collective agreement and the parties to the collective agreement

7.1 Term of collective agreement

7.1.1 2024-2025

a. This collective agreement is effective from 1 June 2024 to 31 December 2025 and will end without notice of cancellation being required.
b. Provision 5.6 and Annex C are effective until 31 December 2028.

7.1.2 No ongoing effects of previous collective agreements

Once this collective agreement comes into effect, any rights arising from previous collective agreements will lapse and be replaced by the rights arising from this collective agreement. Where the current collective agreement offers less favourable terms than those of a previous collective agreement, the terms of this collective agreement take precedence.

7.2 Scope

7.2.1 Annex A

The provisions concerning the scope of this collective agreement are set out in Annex A, which forms part of this collective agreement.

7.3 Definitions / Definitions

Amounts (monetary)

Unless stated otherwise, all monetary amounts referred to in the collective agreement are gross amounts.

Basic Collective Agreement

Collective Agreement in the Metalektro: Basic

Basic Work Year (BWY)

The Basic Work Year is calculated by taking the number of days in a calendar year and subtracting:

- **the number of Saturdays and Sundays;**
- **the number of days' annual leave as referred to in 4.1.2(a), and the number of days' additional annual leave for working a six-day work week as referred to in 4.1.4(a);**
- **the number of public holidays that do not fall on a Saturday or Sunday; and**
- **13 scheduled paid days off (104 scheduled paid hours off),**

and then multiplying the result by 8 hours.

The following table shows the number of hours in the Basic Work Year for 2024 to 2025.

Table: Basic Work Year (BWY) in 2024 to 2025

Year	BWY for an employee entitled to the transitional scheme for additional annual leave for older employees as referred in in 4.1.5	BWY for other employees
2024	1744	1728
2025	1736	1720

Collective agreement, the/this

'The collective agreement' or 'this collective agreement' refers to the Collective Agreement in the Metalektro: Senior Staff (Collective Agreement for Senior Staff).

Employee

In the context of this collective agreement, an employee is a person who has a contract of employment within the meaning of Article 7:610 of the Dutch Civil Code.

Employer

The employer is the natural or legal person for whom an employee normally performs work.

Employers' association

This is FME, the Dutch employers' association in the technology industry.

Full-time, full time

This refers to the number of hours the employee works in a calendar year when this is equal to the Basic Work Year.

One-off bonus (as referred to in 3.2.3)

This bonus is not part of the pensionable salary, does not lead to an increase in any premiums and does not constitute extra earnings.

Part-time, part time

This refers to a number of hours to be worked in a calendar year less than the Basic Work Year.

Public holidays

New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas and Boxing Day, and the Dutch national holiday (April 27).

ROM
The Consultative Council in the Metalektro [Raad van Overleg in de Metalektro (ROM)], which is authorised to carry out the tasks assigned to it in this collective agreement.

Scheduled paid hours off
These are the employee's scheduled hours of work during which the employer exempts him from work.

State retirement age
This is the age of retirement as specified in the Dutch General Old Age Pensions Act [Algemene ouderdomswet; AOW].

Trade unions
FNV Metaal, CNV, De Unie and VHP2

Wage bill under the Social Insurance (Funding) Act
This refers to the total wages as defined in Article 16 of the Social Insurance (Funding) Act [Wet financiering sociale verzekeringen; Wfsv].

Work schedule
The schedule of working hours and breaks, scheduled paid hours off, and periods of annual leave for the employee concerned.

7.4 Derogations from this collective agreement / Flexibilisation

7.4.1 Main rules

a. **The employer may deviate from the provisions of this collective agreement to the benefit of employees.**
b. **The employer may not deviate from the provisions of this collective agreement to the disadvantage of employees, unless the employer makes use of 7.4.2, 7.4.3, 7.4.4 or 7.4.5. Without prejudice to the provisions of the Minimum Wage and Minimum Holiday Allowance Act.**

7.4.2 Reversing a favourable deviation from the provisions

The employer will not amend terms of employment applying in the company which deviate favourably for all or one or more groups of employees from the provisions of this collective agreement in a manner that is unfavourable without first consulting with the works council and trade unions.

Notes to 7.4.2

This provision of 7.4.2 relates to the consultation procedure on proposed changes in terms of employment for groups of employees. Moreover, the general provisions of the Dutch Civil Code as referred to in Articles 6:248 and 6:258 apply to contracts of employment.

7.4.3 Exception: disadvantageous deviation

a. The employer may deviate from the provisions of the collective agreement in a manner that is disadvantageous for all or one or more groups of employees if there are serious reasons for doing so, such as the continuity of the company and/or the related scope of employment in the company.
b. The employer may only do this provided agreement has been reached at corporate level with the employers' association and the trade unions. The result of the consultation must be reported to the Consultative Council in the Metalektro (ROM).
c. Insofar as and as long as the agreed arrangement thus made deviates from the provisions of the collective agreement, the relevant provisions of the collective agreement will not apply.
d. The employer will inform the employees concerned in writing of the deviating arrangement that has been agreed with the trade unions, the provisions of this collective agreement to which the deviation applies, the date the arrangement takes effect, and for how long this will apply.

Companies wishing to make use of 7.4.3 are subject to the provisions set out in Appendix B (Dispensation Regulations) to this collective agreement.

7.4.4 Continued effect of deviating arrangements

a. Any deviating arrangements agreed in a previous collective agreement on the basis of the provisions of 7.4.1, 7.4.2 and 7.4.3 will remain in effect for the term of the arrangements.
b. This applies even if the provisions of the collective agreement which the deviating arrangements relate to have since been amended.

7.4.5 Temporary derogation from salary increases

a. The employer may request the consent of the ROM for postponement of the structural salary increase. This option is intended for employers who will have difficulty implementing the increase at that time due to exceptional commerical or economic circumstances.
b. The employer may be eligible for postponement if the request:
   - substantiates the commerical or economic situation giving rise to the request;
   - includes a declaration that the request has been approved by a majority of the employees;
   - includes a declaration that at the time of the request the company has not announced or applied for a suspension of payments;
   - includes a declaration that no dividend and/or bonuses will be paid in relation to the results over the calendar year of 2023 and/or 2024 and/or 2025;
   - includes a declaration of whether or not agreement has been reached with the trade unions.
c. If the conditions under b. are met, the ROM will grant the request subject to the following conditions:
   - The postponement will apply for a maximum of 19 months for the wage increase as of 1 June 2024, a maximum of 12 months for the wage increase as of 1 January 2025 and for the wage increase as of 1 June 2025, the maximum postponement is 7 months.
   - The employee will receive extra pro rata holiday entitlement over the period of the postponement.
     - For the increase on 1 June 2024 (2.75%): full-time employees will receive 4.75 extra hours of leave for each month the increase is postponed. The employee will take the extra hours of leave before 1 January 2026, in consultation with the employer.

- For the increase on 1 January 2025 (3.25%): full-time employees will receive 5.5 extra hours of leave for each month the increase is postponed. The employee will take the extra hours of leave before 1 January 2026, in consultation with the employer.
- For the increase on 1 June 2025 (3%): full-time employees will receive 4.75 extra hours of leave for each month the increase is postponed. The employee will take the extra hours of leave before 1 January 2026, in consultation with the employer.

• The employer will inform the employees that the ROM has given its consent.

d. The requests will be assessed by a committee comprising the chairman and vice-chairman of the ROM.

7.5 Derogations in an MB collective agreement

7.5.1 Departures from B-provisions and/or A-provisions

a. The B-provisions may be deviated from in or by virtue of a Basic Collective Agreement in the Metalektro (MB collective agreement).
b. Prior to the establishment of a B-provision, employers can seek advices from a committee to be established by the ROM.
c. The A-provisions of an MB collective agreement may only be deviated from if the departure is to the advantage of the employees. A-provisions are printed in bold type in this collective agreement.

7.5.2 Role of the trade unions

Unless they decide otherwise, the trade unions that are party to this collective agreement will also be involved when concluding an MB collective agreement.

7.5.3 Start and end date of deviations from B-provisions

a. Insofar as the B-provisions in this collective agreement have been deviated from in an MB collective agreement, the original provisions that were deviated from do not apply to the employer(s) and their employees from the time the MB collective agreement in question came into force.
b. If, on expiry of an MB collective agreement, no new MB collective agreement is concluded, unless the parties agree otherwise in the MB collective agreement, one year after the expiry of the MB collective agreement the B-provisions of this agreement which were deviated from in the MB collective agreement will come back into effect.

7.5.4 Consequences of changing provisions of the collective agreement

a. It can be specified in an MB collective agreement what the consequences of changes to B-provisions of the collective agreement will be for the current MB collective agreement.
b. An MB collective agreement that was concluded on the basis of a previous collective agreement will remain in force for the term of that MB collective agreement, even if the provisions of the collective agreement deviated from in that MB collective agreement have since been amended, with due regard to the provisions of 7.5.3(b) and 7.5.4(a).

7.5.5 Duty to disclose information

The employer will inform the employees concerned in writing of the MB collective agreement that has been concluded, the provisions in this agreement to which the deviation applies, the date the deviation takes effect, and the term of the MB collective agreement.

7.6 Disputes

7.6.1 Arbitration Committee

An arbitration committee for the Metalektro has been set up, hereinafter referred to as the 'Arbitration Committee'. The Arbitration Committee handles disputes on the application of or compliance with the provisions of the collective agreement, including claims of failure to comply, with due observance of the Disputes Regulations; see Annex D to this collective agreement.

7.6.2 Submitting a complaint

Each and any person or organisation that is party to a dispute as referred to in 7.6.1 may submit a written complaint to the Arbitration Committee stating the reasons for the complaint, using the procedure described in the Disputes Regulations.

7.6.3 Binding third-party ruling

The decision of the Arbitration Committee will have the power of a binding third-party ruling.

7.6.4 Relationship to mediation

The provisions of 7.6.1 and 7.6.2 will not apply if or as soon as a dispute concerning planned industrial action as referred to in 7.7 of the Basic collective agreement has been or will be brought before the Mediation Body. If the dispute is already pending before the Mediation Body, the Arbitration Committee will refrain from any further handling of the dispute immediately following receipt of a copy of the mediation request from the Mediation Body.

7.5.6 Obligations of the parties to the MB collective agreement

The parties to the MB collective agreement will notify the Ministry of Social Affairs and Employment of the existence of the MB collective agreement and send a copy to the Consultative Council in the Metalektro for its information.

7.7 Mediation

7.7.1 Mediation Body

A mediation body for the Metalektro has been set up, hereinafter referred to as the 'Mediation Body'. The Mediation Body performs its duties with due observance of the Regulations governing the Mediation Body; see Annex E to this collective agreement.

7.7.2 Tasks

a. Provide mediation:
   - where there is a complaint from an employee or a group of employees concerning the labour relationship, specifically at the request of the employee or group of employees and/or the employer;
   - in the event of a difference of opinion between one or more trade unions on the one hand and an employer on the other concerning social policy within the company, specifically at the request of the employer, the employers' association and/or the trade union(s) concerned;

   in either case with due observance of the provisions of Article 4A of Annex E of this collective agreement.

b. Provide mediation and/or an opinion:
   - in the event of planned industrial action as referred to in 7.7, specifically at the request of one or more trade unions and/or the employers' association concerned;

c. Provide an opinion after the fact:
   - in the event of industrial action that has already been taken as referred to in 7.7.2(e), specifically at the request of the employer, the trade union(s) and/or the employers' association;

d. Perform other activities, i.e.:
   - handle a complaint from an employee representative as referred to in 6.3.2;
   - handle a complaint from an executive member as referred to in 6.4.3(e);

7.7.3 Procedure

The procedure for submitting a request for mediation and/or an opinion is described in the Regulations governing the Mediation Bod

7.7.4 Handling the request after the collective agreement ends

a. If the grounds for the request arose during the term of this collective agreement, the request will be handled or continue to be handled by the Mediation Body whether it is submitted during or after the term of the collective agreement.
b. If the grounds for the request arose after the end of this collective agreement, the request may still be submitted to the Mediation Body if the parties to this collective agreement agree to this.

Signing of the collective agreement

This collective agreement has been agreed between the following parties and signed in five identical copies:

Vereniging FME
Theo Henrar (Chair),
Erik Tierolf (Chief Negotiator)

FNV
Albert Kuiper (National Officer, FNV Metaal)
Peter Reniers (National Officer, FNV Metaal)

CNV
Piet Fortuin (Chair)
Arthur Bot (Officer)

De Unie
Reinier Castelein (Chair)
Gertjan Tommel (Representative)

VHP2
Hans van Sprang (Chair)
Amilde Schuur (Labour Relations Negotiator)

Annexes

Annex A. Scope

1. a. **This agreement applies to the contracts of employment of employees in the service of an employer in the Metalektro.**

   b. **This agreement also applies to the contracts of employment of employees in the service of an employer that does not fall under the provisions of 6 or 7 of this annex and which primarily carries out support and/or related activities for one or more companies in the Metalektro with which the employer forms a joint enterprise, unless the employer is bound by the provisions, declared generally binding or otherwise, of the collective agreement for the Metalworking industry or the collective agreement for the Metal and Technical Industries**

2. **An employer that carries out any of the activities stated in 6 and 7 below comes within the scope of this collective agreement if the employer primarily carries out activities in the Metalektro**

3. **Whether the employer primarily carries out activities in the Metalektro is determined based on the number of working hours employees in that employer spend performing those activities. In this context, 'primarily' means that the activities account for more than 50% of the contracted working hours of all employees in the employer's service**

4. **Metalektro activities include both the specific activities referred to in 6 and 7 and the activities of employees who, in a supporting position or other position, including positions deemed to come under overhead, are working for the benefit of the specific activities referred to in 6 and 7.**

5. **With regard to employees in a support position or other position, including positions deemed to come under overhead, who are working for the benefit of Metalektro activities as well as for other activities in the employer's service, the number of working hours of these employees will be allocated proportionally to the various activities in the employer's service.**

6. Notwithstanding the provisions in 7 and 8 below, the Metalektro is considered to include employers in which, with due account of normal working hours prevailing in the branch of industry, during at least 1200 hours per week activities are performed by employees in the employer's service as defined in 7.3 of this collective agreement* - however with due observance of the provisions of 9 to 18 (inclusive) and 22 - and in which:

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

a. metal treating and/or processing is the exclusive or primary activity, which is defined as including but not restricted to the following:

1st 3D printing, installing, assembling, constructing, dismantling, turning, enamelling, extruding, forming, milling, casting, repairing, honing, boring, laser cladding, laser welding, lapping, mounting maintenance (including preventive maintenance), designing, developing, pressing, crushing, combining, demolishing, forging, melting, cutting, drawing, manufacturing, shredding, pulverising, machining (incl. electrical discharge machining), rolling, sawing metal (including but not limited to aluminium, tin, bronze, copper, lead, brass, steel, iron, zinc, and alloys or compositions thereof) or metal objects, all in the broadest sense of the word, including but not limited to: fittings, vending machines, automobiles, statues, gas pumps, irrigation systems, lightning rods, tin goods, bolts, safes, mopeds, bridges, tubes, capsules, containers (excluding bodywork), wire, wire nails, gears, electricity meters, electrodes, mesh, gas meters, motorized bicycles, tools, fireplaces, instruments (including optical devices), blinds, heaters, boilers (for central heating, etc.), prams, rivets, buttons, crown caps, machines, mattress springs, dies, meters (including gas, electricity, water and taxi meters), furniture, nuts, engines, motorcycles, musical instruments, parts, ovens, radiators, windows, reservoirs, rolling gates, rolling stock, rolling shutters, bicycles, skates, ships (watercraft or vessels of any name or nature whatsoever), screws, sliding gates, decorative fences, closures, stamps, steam boilers, tanks, taxi meters, appliances, timepieces, objects, water meters, tools (including but not limited to work tools, power tools, and agricultural machinery, tools, equipment and tractors) and awnings;

2nd designing, developing, manufacturing and/or repairing equipment, systems, materials, devices, items, et cetera - regardless the nature of the article - which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy or its components, such as analysers, bioreactors, cookers, electric motors, household or industrial appliances (with or without electrical moving force/parts), electric furnaces, electric welding equipment and accumulators, insulating wire, installation material (including fuses), products for the underground transmission of electric power (underground cable), and all other electronic equipment including electro-medical devices, instruments, and computers;

3rd shot blasting, steel blowing and/or sandblasting;

4th tinning and/or zinc plating, where this is not done by means of galvanising technology;
5th overhauling combustion engines and parts thereof in the widest sense of the term;

b. marine electrical engineering is the exclusive or primary activity;

c. the exclusive or primary activity provided directly to third parties is:
   1. winding or repairing electrical machines and utensils and consumer devices for strong and weak current installations (electrical winding business);
   2. mounting and wiring electrical and electronic equipment for control, switching and signalling panels (electrical panel builders);
   3. dismantling, repairing, assembling, replacing, modifying, maintaining, and delivering repaired, operational equipment, systems, devices, items and similar that provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy (electrical repair business);

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

e. the business of treating and/or processing metals and/or one or more of the businesses referred to in Article 7 of this Annex is conducted other than as a primary activity and employees are made available as referred to in Article 7:690 of the

Dutch Civil Code other than as the primary activity by employers whose exclusive or primary business is treating and/or processing metals or which are regarded asbelonging to the Metalektro by virtue of the other provisions of this article, if in the employer's service in question the greatest part of the wage subject tosocial security contributions on an annual basis isprovided for the purpose of these activities jointly.

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the company as referred to in (a) to (d) inclusive. Designing and developing are defined as converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

Note:
The activities in an employer's service come primarily under the Metalektro if the contracted number of working hours that the employees in the employer's service who are directly and indirectly involved in the activities as listed in (a) to (e) above amounts to more than 50% of the total contracted number of working hours of all employees in the employer's service.

7. Regardless of the number of hours of work during which employees in the employer's service usually perform work each week, employers in which one or more of the following activities is carried out exclusively or primarily are also considered as belonging to the Metalektro, notwithstanding the provisions of 6:
   a. steel rolling;
   b. iron and steel casting;
   c. designing, developing, manufacturing and/or repairing aircraft;
   d. designing, developing, manufacturing and/or repairing lifts.

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the company as referred to in (a) to (d) inclusive. Designing and developing are defined as converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

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

8. Employers that, although they satisfy the description given under 7, are covered by a collective agreement (which has been declared generally binding) or a conditions of employment regulation in the Metal and Technical Industries with the consent of the competent body come outside the scope of this collective agreement.

9. An employer which is considered to belong to the Metalektro by virtue of the number of hours worked by its employees is deemed to be part of the Metal Processing industry* if the said number of hours worked per week for the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period less than 1200, 800, or 400, respectively, counting from 1 January of each respective year, with due observance of the provision of 10 below.If the number of hours worked declines as a direct result of a legal restructuring, the employers involved in the legal restructuring will be regarded as a single employer for the purposes of determining the number of hours worked.
This does not apply if the provisions of the collective agreement for the Metal Processing industry (which have been declared generally binding) or the provisions of the collective agreement for the Metal and Technical Industries (which have been declared generally binding) were applicable to an employer's contracts of employment prior to the legal restructuring.
An employer that is planning to carry out a legal restructuring as referred to above must notify the ROM, and at the same time provide insight into the consequences of the legal restructuring for the relevant employees.

* Within the meaning of Article 77 of the decree of the Minister of Social Affairs and Employment of 14 December 1983 (Dutch Government Gazette 1983, 246).

10. The employer referred to in 9 will be considered to be part of the metal processing industry with effect from 1 January of the next year after the periods specified in 9 have elapsed.

11. Employers whose exclusive or primary business falls within the branches of the industry specified in 6 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with either the Metalworking Industry sector or the Electrical Engineering Industry sector (formerly the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry (currently the Metal and Technical Industries sector) on or before that date on account of that criterion are considered to be part of the Metalektro.

12. In the event of a legal successor to an employer as referred to in 9 and 11 above, it shall be assumed for the purposes of 9 and 11 that the same membership applies.

13. If an employer as referred to in 11 switches to the Metal and Technical Industries sector in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the metal processing industry with effect from the same date.

14. An employer which is considered to belong to the metal processing industry by virtue of the number of hours worked by its employees is considered to

be part of the Metalektro if the said number of hours worked per week in the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period at least 1200, 2000, or 3000, respectively, counting from 1 January of each respective year, with due observance of the provision of 15 below.

15. The employer referred to in 14 will be considered to be part of the Metalektro with effect from 1 January of the next year after the periods specified in 14 have elapsed.

16. Employers whose exclusive or primary business falls in the branches of the industry specified in 6 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metal and Technical Industries sector (formerly the Industrial Insurance Board for the Metalworking Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry (currently the Metalworking Industry sector and the Electrical Engineering Industry sector) on or before that date on account of that criterion, are considered to be part of the metal processing industry.

17. In the event of a legal successor to an employer as referred to in 14 and 16 above, it shall be assumed for the purposes of 14 and 16 that the same membership applies.

18. If a employer as referred to in 16 switches to the Metalworking Industry Sector or the Electrical Engineering Industry sector in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the Metalektro with effect from the same date.

19. The Scope Committee* is responsible for monitoring the application of the provisions of 6 to 9 (inclusive) and 18 governing the classification and transfer of employers.

* The Scope Committee consists of the Consultative Council in the Metalektro and the Cooperating Metal and Technical Industries. The address for the administration office for the Scope Committee is: P.O. Box 93235, 2509 AE Den Haag; tel.: +31 (0)70 316 0325. : Representatives of PME pensioenfonds (PME) and Pensioenfonds Metaal en Techniek (PMT) also sit on the committee.

20. This collective agreement does not apply to contracts of employment with employees working in the lithographic departments of employers in the Metalektro who in that capacity perform skilled printing work if these employees are covered by the collective agreement for the print and media industry [Grafimedia].

21. This collective agreement applies to contracts of employment concluded with employees whose position is above the level of the salary groups included in the Basic collective agreement with the exception of the directors in the employer's service and the officials who are directly involved in determining the employer's policy.

22. **This collective agreement does not apply to: NXP Semiconductors Netherlands B.V. in Nijmegen and Eindhoven, and Philips and the companies which are part of the Philips group. The Consultative Council in the Metalektro (ROM) may declare at any time during the term of this collective agreement that the agreement applies to employers listed above if the reason for the exclusion ceases to apply.**
During the term of this agreement, ROM may declare that this agreement or certain provisions of this agreement do not apply to certain other employers if requested to do so.
A written request for dispensation from all or certain provisions of this agreement stating why dispensation should be granted should be submitted to ROM (P.O. Box 407, 2260 AK Leidschendam).
ROM will handle the request with due observance of the rules on dispensation, as stated in Annex B to this agreement.

Annex B. Rules on dispensation

Article 1

1. The Consultative Council in the Metalektro (ROM) makes a decision on a request for dispensation as referred to in 22 of Annex A Scope.
2. ROM's working party on Scope advises the ROM on a submitted request for dispensation.

Article 2

1. The working party on Scope comprises one member of the ROM representing the employers and one member of the ROM representing the employees.
2. The members of the working party on Scope are appointed by the ROM.

Article 3

1. A request for dispensation from all or certain provisions of this agreement can be submitted by an employer or a group of employers with organisational and economic links. It must be apparent from the request whether the request is being submitted on behalf of one or more associations of employees. Unless a trade union declines to be involved with the dispensated agreement.
2. The request is submitted in writing to the administration office of the ROM (P.O. box 407, 2260 AK Leidschendam).
3. The request will be assessed against the following conditions:
   a. it must involve a separate collective agreement signed by at least all the trade unions party to this collective agreement, unless a trade union declines to be involved with it; and
   b. the separate collective agreement must be at least equivalent to this collective agreement; and
   c. during the period of the dispensation, the company must continue to pay contributions and participate in the collective schemes for employers in the Metalektro, including Stichting Raad van Overleg in de Metalektro (ROM), Stichting Sociaal Fonds in de Metalektro (SSF), Stichting Arbeidsmarkt en Opleiding in de Metalektro (A+O), Stichting RVU Metalektro, Stichting Private Aanvulling WW & WGA (PAWW) and Stichting PME pensioenfonds (PME), unless there is already an exemption from mandatory participation in this fund; and
   d. a statement of the reasons for dispensation from this collective agreement.
4. The request must at least include:
   a. the name and address of the party submitting the request;
   b. the signature of the party submitting the request;
   c. a detailed description of the nature and extent of the request for dispensation;
   d. the reasons for the request;
   e. the date of submission.
   f. and must be accompanied by a (digital) copy of the separate collective agreement.

Article 4

1. Upon receipt of the request the administration office of ROM decides within two weeks whether the request can be considered. If necessary the party submitting the request will be given the opportunity to provide additional information regarding the request.
2. A request will be dealt with once the information that must be provided by virtue of Article3(4) is sufficient to enable the request to be assessed.

Article 5

1. **The requesting party will be notified when the request is being handled. Once the request has been accepted for consideration, the decision on the request will be made within two months.**
2. **The period referred to in the first paragraph can be extended by up to two months if, in the opinion of the ROM or the working party on Scope, additional information is required to be able to assess the request. The requesting party will then have two weeks in which to submit the additional information.**

Article 6

1. **The decision of the ROM will be accompanied by a statement of the reasons.**
2. **The ROM administration office will send a written copy of the decision to the requesting party as soon as possible.**

Article 7

1. **Once granted, dispensation will apply for a maximum of one year beyond the expiry date of this collective agreement.**
2. **A request for an extension of the dispensation period or dispensation for a new separate collective agreement must be submitted in accordance with the requirements of these Rules on Dispensation.**
3. **Whenever the employer who has been granted dispensation concludes a new separate collective agreement with the trade unions, it shall inform the ROM and send it a copy of its own collective agreement.**[7]

Article 8

The ROM does not divulge any information concerning requests for dispensation to third parties.

Article 9

The ROM will decide on any matters not covered by these Rules on Dispensation.

7 On conclusion of a new separate collective agreement, the employer who has been granted a dispensation must again submit a request for dispensation to the ROM, accompanied by the text of the collective agreement.

Annex C. Generation pact scheme

1. Definitions

In this annex, the following terms have the meanings ascribed to them below.

Annual salary

The annual salary as defined in the collective agreement for the Metalworking and Electrical Engineering Industry.

Collective agreement

The collective agreement in the Metalektro 2024/2025 (effective from 1 June 2024 to 31 December 2025).

Employee

An employee as defined in the collective agreement in the Metalektro.

Employer

An employer as defined in the collective agreement in the Metalektro.

Insurer

The insurer that administers the occupational disability insurance policies of the employer and the employee.

New monthly earnings

The monthly earnings the employee receives once one of the variations has come into effect.

Original monthly earnings

The monthly earnings that applied to the employee before one of the variations came into effect.

Original part-time factor

The part-time factor that applied before one of the variations came into effect. The part-time factor has a bearing on pension accrual and is defined in the pension scheme regulations.

Original working hours

The contracted working hours that applied before one of the variations came into effect.

Pension administrator

The organisation that administers the pension schemes of employer and employee.

Pensionable salary

The pensionable salary as specified in the pension scheme regulations. The pensionable salary does not change after one of the variations comes into effect.

Pension schemes / Pension scheme regulations

The applicable pension scheme and its regulations, including any supplemental arrangements agreed. For the PME pensioenfonds (PME) this is the basic pension scheme, the Voluntary Early Retirement, Pre-pension and Life-Course Savings (VPL) scheme, and any supplementary pension scheme arrangements contractually agreed by the Employer (i.e. Pension Accrual above the Salary Threshold, Pension Accrual over Variable Salary, and the Work and Income [Capacity for Work] Act [WIA] shortfall insurance).

Supplemental contract of employment

The parties to this collective agreement recommend that agreements regarding the Generation pact be set out in a supplemental contract of employment.

Variations

- 80% original working hours for 90% original monthly earnings with 100% original pension accrual (i.e. the '80/90/100 variation').
- 70% original working hours for 85% original monthly earnings with 100% original pension accrual (i.e. the '70/85/100 variation').

2. General provisions

2.1. The scheme entered into force on 5 July 2019 and ends on 31 December 2028.

2.2. The employer must implement the request of an employee who meets the conditions specified in 2.3 or 2.4 of this scheme within two months of receiving the request.
The employer and the employee can jointly agree an alternative period for implementation of the requested variation.

2.3. An employee who regularly works shifts[8] and who is aged 60 or older and whose gross annual salary is not more than € 70,000 may ask the employer to apply the 80/90/100 variation. The employer shall grant the request.

2.4. An employee who does not regularly works shifts and who is aged 62 or older and whose gross annual salary is not more than € 70,000 may ask the employer to apply the 80/90/100 variation. The employer shall grant the request.

2.5. An employee aged 62 or older and whose gross annual salary is not more than € 70,000 may ask the employer to apply the 70/85/100 variation. The employer may choose to grant the request or reject it (dual optionality).

2.6. An employee aged 63 or older - or at a younger age if and as agreed within the company – whose gross an annual salary is more than € 70,000 may ask the employer to be allowed to make use of one of the variations. The employer may choose to grant the request or reject it (dual optionality).

2.7. The amount under 2.2 to 2.6 applies for a full-time employee; the amount for employees who work part-time is calculated in proportion to the number of hours they work. This amount will be adjusted in line with the basic wage increases agreed in the collective agreement and amount to € 78,537 gross as of 1 June 2024, € 81,089 gross as of 1 January 2025 and € 83,522 gross as of 1 June 2025.

2.8. If agreements are made at company level that deviate in a positive sense for employees in terms of the age at which an employee can make use of this Generation pact, the pension fund and/or insurer is mandated to implement the technical aspects of those agreements.

3. Participation

3.1. Use of one of the variations is only possible if the employee actually works at least three full shifts per week on average. A derogation to this provision may be made if it has a positive effect for the employee.

3.2. If one of the variations is used and the employee is entitled to additional leave for older employees pursuant to 4.1.5c of the Basic Collective Agreement (employees who are aged 50 or older on 1January 2019), the employee's leave entitlement will be reduced by half; if the employee is not entitled to this additional leave, this will not be set off in any other way.

8 Regular shift work is shift work that has been performed over a period of at least 1 jaar, and which is or must be performed according to a pre-determined schedule (see also 7.3, Definitions).

3.3. If the employee participates in the Generation pact scheme, the employer and employee will agree on the employee's new work schedule, which should line up as much as possible with the employee's original work schedule.
3.4. An employee who opts to use one of the variations may not initiate any outside occupational activities or extend any the employee is currently involved in.
3.5. The employer and employee may jointly agree that the variation the employee has opted for will be changed.
3.6. If the employee's contracted working hours have been increased less than one year prior to the employee opting for one of the variations, the contracted working hours that applied prior to the increase in working hours will be used when applying the variation.

4. Pensions and occupational disability insurance

4.1. When an employee opts for one of the variations, the employee will participate in the pension scheme on the basis of the employee's original part-time factor and the pensionable salary, meaning full pension accrual, cover for death and incapacity for work, and the contributions to be paid remain the same as in the original situation.
4.2. The employer is entitled to continue deducting the usual pension contributions from the employee's salary.
4.3. If an employee opts to use one of the variations, the employer must report this to the pension administrator/insurer. From 1 January 2022, the notification must be sent using the Uniform Pension Submission (Uniforme Pensioen Aangifte, UPA).

5. Benefits

5.1. An employee who opts to make use of one of the variations becomes a part-time employee.
5.2. Should an employee opt to make use of one of the variations, the percentage of working hours under the variation is used when calculating time in lieu and/or leave.

For example

When opting for the 80/90/100 variation, annual leave will accrue over 80% of the original hours.

5.3. Should an employee opt to make use of one of the variations, the new monthly earnings will be used when calculating pay-based benefits.

For example

When opting for the 80/90/100 variation, holiday pay will be based on 90% of the original hours.

5.4. For days off, days (hours) remain days (hours), and annual leave that has been or is to be accrued will be paid in cash - if and insofar as applicable and in accordance with the terms of the collective agreement - at the hourly rate of the original monthly earnings plus the increases under the collective agreement and other increases.

6. Other provisions

6.1. An employee who is already receiving pension benefits in full or in part may not make use of one of the variations.

6.2. If an employee makes use of one of the variations during the term of this scheme, the variation will remain in effect for the employee even after the termination of the scheme, until the employee's participation ends.

6.3. Participation in the scheme ends either on termination of the contract of employment, on the employee's death, or when the employer and employee agree on terminating the employee's participation in the scheme. Participation also ends on the date that the employee starts receiving pension benefits (in full or in part).

Annex D. Disputes regulations

Article 1

1. The Arbitration Committee (hereinafter referred to as the 'Committee') consists of eight members and eight deputy members appointed by the Consultative Council such that, of the members and the deputy members, half are members representing the employers and half are members representing the employees.
2. Members and deputy members are appointed for a period of three years. The Committee as a whole resigns at the end of this period but the members will be eligible for re-appointment.
3. Where a vacancy is filled in the interim, the member appointed to the vacancy will hold the seat for the period which the predecessor would still have held it.

Article 2

1. The Committee has two Chairs appointed by the Committee from among its members, one representing the employers and one representing the employees.
2. The Chairs alternate in this capacity each year, each for one year, with the Chair for the first year being decided by lot. In the absence of the sitting Chair the other will act as Chair.
3. The Committee appoints a Secretary from within or outside its ranks to take the minutes of the Committee meetings. The Chair signs these minutes once they have been approved by the Committee.
4. If the Secretary is not a member of the Committee, he or she will have an advisory function.
5. The approval of the Consultative Council is required for the appointment of a Secretary who is not a member of the Committee.

Article 3

1. A member or deputy member of the Committee who was directly involved in the dispute before it was submitted to the Committee may not participate in the handling of it or in a decision on it.
2. A member or deputy member who participates in the handling of a dispute by the Committee may not associate - either directly or indirectly, orally or in writing - with parties, their trade union or their advisor nor accept any other documents relating to the dispute than documents of the proceedings.
3. A quorum of at least four members of the Committee is required for a legally valid decision on a dispute.
4. The members of the Committee give their verdict without instruction or consultation.
5. At a meeting of the Committee each member casts one vote.
6. The Committee makes its decision on the basis of a simple majority of the votes; blank votes will be deemed to be invalid votes.
7. In the event of a tied vote on a decision, the dispute will be brought up again on the agenda at a meeting to be held within two weeks of that date.
8. If there is again a tied vote, a third meeting will be held within four weeks at which a legal expert designated by the Committee will attend the handling of the dispute; the Chair will apprise this legal expert of the case in good time.
9. If there is a further tie of the votes by the Committee members, the legal expert will decide.

Article 4

1. A dispute is brought before the Committee by means of a written complaint detailing the reason for the dispute and clearly stating the ruling that is being requested from the Committee.
2. A complaint as referred to in Article 4.1 of this Annex may be submitted by the party concerned directly or through the contracting trade union to which the party concerned is affiliated*.
3. The dispute will not be accepted for handling by the Committee until the party bringing the complaint demonstrates to the satisfaction of the Chair that he seriously attempted to settle the dispute amicably - both by following the procedure in effect at the company, and in consultation with the relevant employers' associations and trade unions.
4. The Committee is also authorised to act on a complaint relating to a dispute involving one or more parties not affiliated to one of the contracting trade unions. The Committee will only, at its discretion, make use of this power if:
   a. the party bringing the complaint pays a fee of € 11.34 for costs; and
   b. both parties undertake in writing to abide by the provisions of this policy.

* Before submitting a complaint, it is desirable that the employer or employee consult with the contracting trade union with which that party is affiliated.

Article 5

1. The complaint must be submitted as soon as possible to the Secretary of the Committee and in any case no later than six months after the alleged breach of a provision of the collective agreement occurred.
2. If the complaint relates to a regularly repeated breach or to an ongoing breach, the complaint must be submitted no later than six months after the party submitting the complaint has notified the other party in writing of the alleged breach.
3. The period for which a claim can be made for underpayment of salary can go back no further than eight months counting from the date of the notification referred to in Article 5.2 of this Annex.
4. The deadlines referred to in Articles 5.1 and 5.2 will not be rigorously observed by the Committee however.
5. If the accused party claims that the complaint was not submitted by the prescribed deadline, the Committee can still accept the late submission of the complaint if it considers that there are grounds for doing so, provided that the complaint has been submitted within twelve months of the alleged breach or of the time when the party bringing the complaint informed the other party in writing of the alleged breach.

Article 6

1. The Secretary will inform the Chair immediately when a complaint has been received.
2. If the Chair believes that the case is open to amicable settlement, he may summon the parties involved to try to settle the case between them.

Article 7

1. If no attempt at an amicable settlement is made or if this is made and fails, the Secretary will send a copy of the complaint to the accused party and to each of the members of the Committee as soon as possible.

2. The accused party has two months from the date on which the copy of complaint was sent, as stated in Article 7.1, to send a statement of defence with supporting reasons to the Committee Secretary; this deadline will not be rigorously observed by the Committee however.
3. If the party bringing the complaint claims that the statement of defence was not submitted by the prescribed deadline, the Committee can still accept the late submission of the statement of defence if it considers that there are grounds for doing so, provided that the statement of defence has been submitted within three months of the date on which the copy of the complaint was sent, as stated in Article 7.1.
4. The Secretary will send a copy of the statement of defence to the party bringing the complaint and to each of the members of the Committee as soon as possible. The Chair will convene a session of the Committee as soon as possible at a time and place to be determined by the Chair, and will summon the parties involved to appear there. The summons will be sent by registered letter and must be posted no later than the tenth day prior to the day of the session.
5. If the accused party has failed to submit a statement of defence with supporting reasons within three months of the date on which the copy of the complaint was sent to him, the Committee may still take a decision, in which case it may decide not to hear the parties as stated in Article 8.1.

Article 8

1. The Committee will hear the parties involved - where they appear at the session - and decide how the case will be further conducted.
2. The parties may bring witnesses or experts to the session and be represented or supported by legal advisors.
3. If a party wishes to bring one or more witnesses and/or experts to the session, that party must inform the Committee Secretary and the other party of the name and address of each witness and/or expert at least three days before the session.
4. The Committee may also call witnesses or experts.
5. Anyone summoned as a party or expert to be heard by the Committee must comply with the summons.

Article 9

1. The Committee will reach its decision fairly and in good faith.
2. In each case, the Committee will state the reasons for its decision.
3. Decisions of the Committee are decisions at the highest instance.
4. The decision of the Committee will have the power of a binding third-party ruling.
5. The Committee is authorised to give an interim decision, in which case, insofar as possible, a deadline for continuing the hearing will be set.

Article 10

Where it emerges that the accused party has failed to comply with one or more commitments set out in the collective agreement, the Committee will instruct the accused party to comply and/or pay damages to the party bringing the complaint.

Article 11

1. The Committee will determine the costs (both those of the Committee and of the parties) arising from the case and will decide how these costs are to be apportioned among the parties.
2. Said costs will not include the cost of any assistance of a legal nature or otherwise to parties.

Annex E. Regulations governing the mediation body

Article 1 – Appointment

1. The Mediation Body comprises eight members:
   - a Chair;
   - a Deputy Chair;
   - three members nominated by employers' association and trade association FME;
   - three members nominated by the trade unions.
2. Members are appointed for a period of three years, after which time they are eligible for re-appointment.
3. Where a vacancy is filled in the interim, the member appointed to the vacancy will hold the seat for the period which the predecessor would still have held it.
4. A member will automatically be resigned on reaching the age of 72.
5. The secretarial services for the Mediation Body will be provided by the Consultative Council.

Article 2 – Method of operation

1. As soon as a request has been submitted to the Mediation Body, the secretary's office informs the Chair of the nature and content.
2. The Chair and Deputy Chair consult to determine which of them will serve as acting Chair for the case.
3. Depending on the nature of the request, the acting Chair decides how many and which members will be asked to handle the complaint. In making this choice, the number of members nominated by FME must be the same as the number of members nominated by the trade unions.
4. The number of members dealing with the mediation request, including the Chair, will be three or five, this to be determined by the Chair.
5. If the group selected to deal with a mediation request feel the need to do so, they may present their opinion to the plenary Mediation Body for discussion before notifying the parties.
6. In all cases, the opinion of the group selected shall be the opinion of the Mediation Body.
7. The acting Chair and the members handling the complaint or dispute will be paid an amount to be determined by Consultative Council.
8. All documentation relating to the request will be provided to all members of the Mediation Body for their information.

Article 3 – No arbitration and no publication

1. The Mediation Body cannot act in an arbitration capacity, and therefore cannot be tasked with arbitration with regard to contracts.
2. The Mediation Body can, however, consider a request and give its opinion provided that the parties involved in the dispute agree in advance that they will abide by this decision.
3. The Mediation Body does not divulge to third parties information concerning any complaints it has handled.

Article 4 – Scope of the mediation body

The Mediation Body can be involved in the following situations:

A. Complaints by an employee or group of employees concerning the employment relationship:

1. Employees must first discuss their complaint in the company, following the steps outlined below, with:
   - their direct superior;
   - any higher superior;
   - the management board or its authorised representatives (possibly through the mediation of a member of the works council).
2. If no satisfactory solution has been reached within a reasonable period using the steps stated in Article 4.1, employees who are a member of one of the trade unions may submit their complaint to the representative designated by their organisation, following which the organisation will discuss the complaint with the employer.
3. If no agreement is reached between the organisation and the employer, either the employer or the employee involved may ask their organisation to submit the complaint to the Mediation Body for mediation.
4. If the organisation complies with this request, it informs the other party involved in the mediation request as well as that party's organisation.
5. If one of the parties involved is not a member of the employers' association or of one of the trade unions, the complaint may be submitted directly to the Mediation Body. The Mediation Body only accepts complaints where both parties and the parties to the collective agreement consent to mediation.
6. If the person bringing the complaint is not a member of one of the trade unions, the Mediation Body will only handle the complaint if said person has stated in advance that he is willing to bear the costs of mediation.

B. Difference of opinion between one or more trade unions on the one hand and an employer on the other:

1. If there is a difference of opinion between an employer who is a member of the employers' association on one side and one or more trade unions on the other regarding social policy within the company, this difference of opinion may be brought by either the employer or the trade union or unions before the executive committees of the employers' association and trade unions involved.
2. If the intervention referred to in 4(B)(1) above fails to produce a result, each of the organisations may submit the difference of opinion to the Mediation Body for mediation.
3. If the employer involved is not a member of the employer association, the difference of opinion is submitted directly to the Mediation Body. The Mediation Body will agree to handle the difference of opinion only if the parties to the collective agreement consent to such mediation.

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

1. If there is a matter which is leading one or more trade unions and/or their members to consider striking or taking industrial action which will hamper the normal operations of the company, this matter may be submitted to the executive committees of the employers' association and trade unions involved either by the employer(s) who are members of the employers' association or the trade unions and/or their members.

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

Article 5 – Procedure

1. The Mediation Body will hear:
   a. in the case of complaints by an employee or a group of employees, the employer or employers involved and the trade union or unions that has or have submitted the dispute, and the employers' association if it has submitted the complaint for mediation;
   b. in the case of a difference of opinion between one or more trade unions on one side and an employer on the other:
      - the employer involved:
      - the employers' association involved if the employer is a member of such;
      - the trade union or unions involved:
   c. in the case of the intention by one or more trade unions to strike or engage in other industrial action: the employers' association and the trade union or unions.
2. The Mediation Body may gather all relevant information and hear all persons as witnesses or experts whom it considers desirable. The parties will comply with requests by the Mediation Body to provide information. The parties will encourage the persons whom the Mediation Body wishes to hear as witnesses or experts to comply with a request to that effect.
3. The Mediation Body will attempt to mediate between the parties after having taken cognizance of all the relevant information.
4. If the attempts at mediation have failed to produce any results within two months of the complaint or difference of opinion or the planned industrial action being notified to the Mediation Body, the latter will give its written opinion within two weeks thereafter. Deviations from this period of two months will be permitted in consultation between the Mediation Body and the parties involved.
   In the event of one or more trade unions planning to strike or take other industrial action, the Mediation Body will endeavour to complete the mediation or to give its opinion in writing within four weeks.

5. The Mediation Body will send its written opinion to the parties involved and to the employer's association if the employer is a member of such. Publication of the opinion is permitted one week after receipt. Publication of an opinion concerning a planned strike or other industrial action by one or more trade unions and/or their members is permitted directly upon receipt.
   The publication must contain the full opinion of the Mediation Body, except for any passages which the Mediation Body has not released for publication.
   The names of persons, companies and organisations may be omitted if desired.

Annex F. Core provisions of WagwEU

The table below shows the provisions of the Collective Agreement for Senior Staff in Metalektro 2024-2025 that are (partially) applicable to employees within the meaning of 6.11 of that collective agreement.

Table: Provisions of the Basic collective agreement that are (partially) applicable for the purposes of the Posted Workers in the European Union Act (WagwEU) (core provisions)

chapter / annex	**core provisions**		
	number*	**title / subject**	**of which, inapplicable**
1. Contract of employment	1.2	Start of employment	1.2.1; 1.2.2 a-e and g-k; 1.2.3
	1.5	Full-time and part-time work	
	1.7	End of employment	
2. Working hours	2.1	Work schedule	2.1.1
	2.2	Temporary four-day week	2.2.2; 2.2.3
3. Remuneration	3.1	Job classification	3.1.2
	3.2	Determining salary group and equal pay personal minimum monthly earnings	3.2.3
	3.3	Salary tables	
4. Annual leave, paid hours off, sick leave and other leave	4.1	Holidays	
	4.2	Paid hours off	4.2.1 d; 4.2.2 h; 4.2.3
	4.4	Short periods of absence	
	4.5	Special leave	
	4.6	Special leave for union members	
5. Training and development	5.1	Working on sustainable employability	5.1.2
6. Additional provisions	6.8	External employees	6.8.2; 6.8.7
7. About the CA and the parties	7.2	Scope	
	7.3	Definitions	
	7.4	Derogation from this CA / Flexibilisation	7.4.2
Annexes	A	Scope	
	F	Core provisions of WagwEU	

* The (sub-)sections referred to in this column apply in full, unless otherwise stated in the column 'of which inapplicable'. If a (sub-) section applies, so does any accompanying note or recommendation.

COLLECTIVE AGREEMENT
IN THE METALEKTRO

Labour Market Policy and Vocational Training (A+O)

2025

Parties to the collective agreement

This collective agreement has been agreed between:

1. FME, Dutch employers' association in the technology industry, hereinafter referred to as 'the employers' association',

and

2. FNV Metaal,
3. CNV,
4. De Unie,
5. VHP2,

parties 2 to 5 inclusive jointly referred to as the 'trade unions'.

Introduction

Lifelong learning

- The parties to the collective agreement firmly believe that lifelong learning is essential in every business and for every employee in the Metalektro.
- Lifelong learning helps ensure the company's long-term viability, offers opportunities to pro-actively respond to developments in technology, the labour market, and in the global economy, and advances the personal development of the employees.
- Companies bear a portion of the responsibility for lifelong learning, as do the employees, and a community of purpose between the employer and employee is essential in this, as is a structured, future-oriented training policy with a focus on long-term, sustainable employability.

Labour Market and Vocational Training

- By drawing up this Collective Agreement on Labour Market Policy and Vocational Training, the parties to the collective agreement aim to make a contribution by:
  - providing companies and employees with information on vocational training, employability, and the labour market; and
  - providing subsidies to employers with the aim of promoting vocational training and education.

1. Implementation of the collective agreement

1.1 Collective agreement on labour market policy and vocational training, A+O Metalektro and ROM

a. The Collective Agreement on Labour Market Policy and Vocational Training in the Metalektro, hereinafter referred to as the 'Collective Agreement on Labour Market Policy and Vocational Training' or 'this collective agreement', is implemented by a not-for-profit foundation set up by parties to the collective agreement for this purpose, Stichting Arbeidsmarkt en Opleiding in de Metalektro, hereinafter referred to as 'A+O Metalektro' or the 'foundation'.
b. A+O Metalektro carries out its work within the scope of this collective agreement, in accordance with its articles of association, and with due observance of the provisions of the 'Financing scheme for courses followed by apprentices and employees' as set out in Annex C to this collective agreement. The articles of association of A+O Metalektro form part of this collective agreement.
c. The Consultative Council in the Metalektro [Stichting Raad van Overleg in de Metalektro], hereinafter referred to by its Dutch initialism 'ROM', is authorised to carry out the tasks assigned to it under this collective agreement.
d. The Board of Trustees of A+O Metalektro may deviate from the provisions of the financing scheme as set out in Annex C to this collective agreement if:
   - exceptional circumstances make it appropriate to do so; and
   - ROM advises the committee to do so.

2. A+O Metalektro contribution

2.1 Employer contribution

a. The employer must pay A+O Metalektro a contribution (levy), which is determined by ROM's Board of Trustees and in 2025 is a maximum of 0.3% of the wage bill for the company under the Social Insurance (Funding) Act in that year.
b. Said wage bill refers to the total wages as defined in Article 16 of the Social Insurance (Funding) Act [Wet financiering sociale verzekeringen; Wfsv].
c. ROM collects the employers contribution and determines the date of billing.

2.2 Advance

a. The employer is obliged to pay an advance on its contribution.
b. The employer must pay this advance by the deadline set by ROM; this deadline will in any case be no later than 15 October of each year.
c. ROM will determine the amount of the advance on the basis of a reasonable estimate of the company's wage bill under the Social Insurance (Funding) Act. ROM collects the advance.
d. The final settlement will be made by no later than 15 August of the following year .

2.3 Obligation to provide information

The employer is obliged to provide ROM with the information it needs to calculate the advance and contribution.

2.4 Late or non-payment

a. If the employer does not pay its contribution or advance on time, the then current statutory interest on the amount owing will be charged from the date that payment of the contribution or advance is due.
b. The employer will not receive any reimbursements from A+O Metalektro until the overdue advance or contribution has been paid.

3. About this collective agreement

3.1 Term, and relationship with previous collective agreements

a. This collective agreement is effective from 1 January 2025 to 31 December 2025, with the exception of provisions 2, 3.3 and Annexes A and B which are effective until 15 August 2026, and will end without notice of cancellation being required.

b. Once this collective agreement comes into effect, any rights arising from previous collective agreements will lapse and be replaced by the rights arising from this collective agreement. Where the current collective agreement offers less favourable terms than those of a previous collective agreement, the terms of this collective agreement take precedence.

3.2 Scope

a. The provisions concerning the scope of this collective agreement are set out in Annex A, which forms part of this collective agreement.

3.3 Definitions

Employer

The employer is the natural or legal person for whom an employee normally performs work.

Employee

The employee is a natural person who:

- has a contract of employment within the meaning of Article 7:610 of the Dutch Civil Code; or
- as part of contracted work, personally performs work, possibly as a homeworker but not acting independently in the conduct of a business or profession.

Signing of the collective agreement

This collective agreement has been agreed between the following parties and signed in five identical copies:

Vereniging FME
Theo Henrar (Chair),
Erik Tierolf (Chief Negotiator)

FNV
Albert Kuiper (National Officer FNV Metaal)
Peter Reniers (National Officer, FNV Metaal)

CNV
Piet Fortuin (Chair)
Arthur Bot (Officer)

De Unie
Reinier Castelein (Chair)
Gertjan Tommel (Senior Member Representative)

VHP2
Hans van Sprang (Chair)
Amilde Schuur (Negotiator Labour Relations)

Annexes

Annex A. Scope

1. a. This agreement applies to the contracts of employment of employees in the service of an employer in the Metalektro.
   b. This agreement also applies to the contracts of employment of employees in the service of an employer that does not fall under the provisions of 6 or 7 of this annex and which primarily carries out support and/or related activities for one or more companies in the Metalektro with which the employer forms a joint enterprise, unless the employer is bound by the provisions, declared generally binding or otherwise, of the collective agreement for the Metalworking industry or the collective agreement for the Metal and Technical Industries.

2. An employer that carries out any of the activities stated in 6 and 7 below comes within the scope of this collective agreement if the employer primarily carries out activities in the Metalektro.

3. Whether the employer primarily carries out activities in the Metalektro is determined based on the number of working hours employees in that employer spend performing those activities. In this context, 'primarily' means that the activities account for more than 50% of the contracted working hours of all employees in the employer's service.

4. Metalektro activities include both the specific activities referred to in 6 and 7 and the activities of employees who, in a supporting position or other position, including positions deemed to come under overhead, are working for the benefit of the specific activities referred to in 6 and 7.

5. With regard to employees in a support position or other position, including positions deemed to come under overhead, who are working for the benefit of Metalektro activities as well as for other activities in the company, the number of working hours of these employees will be allocated proportionally to the various activities in the employer.

6. With the exception of those specified in 7 and 8 below, the 'Metalektro' is considered to include employers in which, with due account of normal working hours prevailing in the branch of industry, during at least 1200 hours per week activities are performed by employees in the employer's service as defined in 3.3 of this collective agreement* — however with due observance of the provisions of 9 to 18 (inclusive) and 22 — and in which:

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

a. metal treating and/or processing is the exclusive or primary activity, which is defined as including—but is not restricted to—the following:

   1st 3D printing, assembling, boring, casting, combining, constructing, crushing, cutting, demolishing, designing, developing, dismantling, drawing, enamelling, extruding, forging, forming, honing, installing, lapping, laser cladding, laser welding, machining (incl. electrical discharge machining), maintenance (including preventive maintenance) work on, manufacturing, melting, milling, pressing, pulverising, repairing, rolling, sawing, shredding, turning and welding metal (including but not limited to aluminium, brass, bronze, copper, iron, lead, steel, tin, zinc, and alloys or compositions thereof) or metal objects, all in the broadest sense of the word, including but not limited to: appliances, automobiles, awnings, bicycles, blinds, boilers (for central heating, etc.), bolts, bridges, buttons, capsules, closures, containers (excluding bodywork), crown caps, decorative fences, dies, electricity meters, electrodes, engines, fireplaces, fittings, furniture, gas meters, gas pumps, gears, heaters, instruments (including optical devices), irrigation systems, lightning rods, machines, mattress springs, mesh, meters (including gas, electricity, water and taxi meters), mopeds, motorcycles, motorized bicycles, musical instruments, nuts, objects, ovens, parts, prams, radiators, reservoirs, rivets, rolling gates, rolling shutters, rolling stock, safes, screws, ships (watercraft or vessels of any name or nature whatsoever), skates, sliding gates, stamps, statues, steam boilers, tanks, taxi meters, timepieces, tin goods, tools (including but not limited to work tools, power tools, and agricultural machinery, tools, equipment and tractors), tubes, vending machines, water meters, windows, wire, wire nails.

   2nd designing, developing, manufacturing and/or repairing equipment, systems, materials, devices, items, et cetera—regardless the nature of the article—which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy or its components, such as analysers, bioreactors, electric motors, household or industrial appliances (with or without electrical moving force/parts), electric furnaces, cookers, electric welding equipment and accumulators, products for the underground transmission of electric power (underground cable), insulating wire, installation material (including fuses) and all other electronic equipment including electro-medical devices, instruments, and computers;

   3rd shot blasting, steel blowing and/or sandblasting;

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

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

b. marine electrical engineering is the exclusive or primary activity;

c. the exclusive or primary activity provided directly to third parties is:
   1. winding for or repairing electrical machines and utensils and consumer devices for strong and weak current installations (electrical winding business);
   2. mounting and wiring electrical and electronic equipment for control, switching and signalling panels (electrical panel builders);

3. dismantling, repairing, assembling, replacing, modifying, maintaining, and delivering repaired, operational equipment, systems, devices, items and similar that provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy (electrical repair business);

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

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

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the employer as referred to in (a) to (d) inclusive. Designing and developing are defined as converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

Note:
The activities in an employer come primarily under the Metalektro if the contracted number of working hours that the employees in the employer's service who are directly and indirectly involved in the activities as listed in (a) to (e) above amounts to more than 50% of the total contracted number of working hours of all employees in the employer's service.

Note:
Primarily one of the activities in (a) to (d) inclusive is carried out in employers if the contracted number of working hours that the employees in the employer's service who are directly and indirectly involved in the activities amounts to more than 50% of the total contracted number of working hours of all employees in the employer's service.

7. Regardless of the number of hours of work during which employees in the employer's service usually perform work each week, companies in which one or more of the following activities is carried out exclusively or primarily are also considered as belonging to the Metalektro, notwithstanding the provisions of 6:
   a. steel rolling;
   b. iron and steel casting;
   c. designing, developing, manufacturing and/or repairing aircraft;
   d. designing, developing, manufacturing and/or repairing lifts.

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the employer as referred to in (a) to (d) inclusive. Designing and developing are defined as converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

8. Employers that, although they satisfy the description given under 7, are covered by a collective agreement (which has been declared generally binding) or a conditions of employment regulation in the Metal and Technical Industries with the consent of the competent body come outside the scope of this collective agreement.

9. An employer which is considered to belong to the Metalektro by virtue of the number of hours worked by its employees is deemed to be part of the Metal Processing industry if the said number of hours worked per week for the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period less than 1200, 800, or 400, respectively, counting from 1 January of each respective year, with due observance of the provision of 10 below.*
   If the number of hours worked declines as a direct result of a legal restructuring, the employers involved in the legal restructuring will be regarded as a single employer for the purposes of determining the number of hours worked.
   This does not apply if the provisions of the collective agreement for the Metal Processing industry (which have been declared generally binding) or the provisions

of the collective agreement for the Metal and Technical Industries (which have been declared generally binding) were applicable to an employer's contracts of employment prior to the legal restructuring.
An employer that is planning to carry out a legal restructuring as referred to above must notify the ROM, and at the same time provide insight into the consequences of the legal restructuring for the relevant employees.

* Within the meaning of Article 77 of the decree of the Minister of Social Affairs and Employment of 14 December 1983 (Dutch Government Gazette 1983, 246).

10. The employer referred to in 9 will be considered to be part of the metal processing industry with effect from 1 January of the next year after the periods specified in 9 have elapsed.

11. Employers whose exclusive or primary business falls within the branches of the industry specified in 6 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with either the Metalworking Industry sector or the Electrical Engineering Industry sector (formerly the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry (currently the Metal and Technical Industries sector) on or before that date on account of that criterion are considered to be part of the Metalektro.

12. In the event of a legal successor to an employer as referred to in 9 and 11 above, it shall be assumed for the purposes of 9 and 11 that the same membership applies.

13. If an employer as referred to in 11 switches to the Metal and Technical Industries sector in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the metal processing industry with effect from the same date.

14. An employer which is considered to belong to the metal processing industry by virtue of the number of hours worked by its employees is considered to be part of the Metalektro if the said number of hours worked per week in the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period at least 1200, 2000, or 3000, respectively, counting from 1 January of each respective year, with due observance of the provision of 15 below.

15. The employer referred to in 14 will be considered to be part of the Metalektro with effect from 1 January of the next year after the periods specified in 14 have elapsed.

16. Employers whose exclusive or primary business falls in the branches of the industry specified in 6 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with the Metal and Technical Industries sector (formerly the Industrial Insurance Board for the Metalworking Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry (currently the Metalworking Industry sector and the Electrical

Engineering Industry sector) on or before that date on account of that criterion, are considered to be part of the metal processing industry.

17. In the event of a legal successor to an employer as referred to in 14 and 16 above, it shall be assumed for the purposes of 14 and 16 that the same membership applies.

18. If an employer as referred to in 16 switches to the Metalworking Industry or the Electrical Engineering Industry in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the Metalektro with effect from the same date.

19. The Scope Committee* is responsible for monitoring the application of the provisions of 6 to 9 (inclusive) and 18 governing the classification and transfer of employers.

* The Scope Committee consists of the Consultative Council in the Metalektro and the Cooperating Metal and Technical Industries. The address for the administration office for the Scope Committee is: P.O. Box 93235, 2509 AE Den Haag; tel.: +31 (0)70 316 0325. Representatives of PME pensioenfonds (PME) and Pensioenfonds Metaal en Techniek (PMT) also sit on the committee.

20. This collective agreement does not apply to contracts of employment with employees working in the lithographic departments of companies in the Metalektro who, in that capacity, perform skilled printing work if these employees are covered by the collective agreement for the print and media industry [Grafimedia].

21. This collective agreement does not apply to the directors of the company and the officials who are directly involved in determining company policy.

22. This collective agreement does not apply to: NXP Semiconductors Netherlands B.V. in Nijmegen and Eindhoven, and Philips and the companies which are part of the Philips group. The Consultative Council in the Metalektro (ROM) may declare at any time during the term of this collective agreement that the agreement applies to employers listed above if the reason for the exclusion ceases to apply. During the term of this agreement, ROM may declare that this agreement or certain provisions of this agreement do not apply to certain other employer if requested to do so.
A written request for dispensation from all or certain provisions of this agreement stating why dispensation should be granted should be submitted to ROM (P.O. Box 407, 2260 AK Leidschendam). ROM will handle the request with due observance of the rules on dispensation, as stated in Annex B to this agreement.

Annex B. Rules on dispensation

Article 1

1. The Consultative Council in the Metalektro (ROM) makes a decision on a request for dispensation as referred to in 22 of Annex A Scope.
2. ROM's working party on Scope advises ROM on a submitted request for dispensation.

Article 2

1. The working party on Scope comprises one member of the ROM representing the employers and one member of the ROM representing the employees.
2. The members of the working party on Scope are appointed by the ROM.

Article 3

1. A request for dispensation from all or certain provisions of this agreement can be submitted by an employer or a group of employers with organisational and economic links. It must be apparent from the request whether the request is being submitted on behalf of one or more associations of employees.
2. The request must be submitted in writing to the administration office of the ROM (P.O. Box 407, 2260 AK Leidschendam).
3. The request will be assessed against the following conditions:
   a. it must involve a separate collective agreement signed by all the trade unions party to this collective agreement, unless a trade union declines to be involved with it; and
   b. the separate collective agreement must be at least equivalent to this collective agreement; and
   c. during the period of the dispensation, the company must continue to pay contributions and participate in the collective schemes for employers in the Metalektro, including Stichting Raad van Overleg in de Metalektro (ROM), Stichting Sociaal Fonds in de Metalektro (SSF), Stichting Arbeidsmarkt en Opleiding in de Metalektro (A+O), Stichting RVU Metalektro, Stichting Private Aanvulling WW & WGA (PAWW) and Stichting PME pensioenfonds (PME), unless there is already an exemption from mandatory participation in this fund; and
   d. a statement of the reasons for dispensation from this collective agreement.
4. The request must at least include:
   a. the name and address of the party submitting the request;
   b. the signature of the party submitting the request;
   c. a detailed description of the nature and extent of the request for dispensation;
   d. the reasons for the request;
   e. the date of submission;
   f. and must be accompanied by a (digital) copy of the separate collective agreement.

Article 4

1. Upon receipt of the request, the administration office of the ROM will decide within two weeks whether the request can be considered. If necessary, the party submitting the request will be given the opportunity to provide additional information regarding the request.
2. A request will be dealt with once the information that must be provided by virtue of Article 3(4) is sufficient to enable the request to be assessed.

Article 5

1. The requesting party will be notified when the request is being handled. Once the request has been accepted for consideration, the decision on the request will be made within two months.
2. The period referred to in the first paragraph can be extended by up to two months if, in the opinion of the ROM or the working party on Scope, additional information is required to be able to assess the request. The requesting party will then have two weeks in which to submit the additional information.

Article 6

1. The decision of the ROM will be accompanied by a statement of the reasons.
2. The ROM administration office will send a written copy of the decision to the requesting party as soon as possible.

Article 7

1. Once granted, dispensation will apply for a maximum of one year after the expiry date of this collective agreement.
2. A request for an extension of the dispensation period or dispensation for a new separate collective agreement must be submitted in accordance with the requirements of these Rules on Dispensation.
3. Whenever the employer who has been granted dispensation concludes a new separate collective agreement with the trade unions, it shall inform the ROM and send it a copy of its own collective agreement.[1]

Article 8

The ROM will not divulge any information concerning requests for dispensation to third parties.

Article 9

The ROM will decide on any matters not covered by these Rules on Dispensation.

1 On conclusion of a new separate collective agreement, the employer who has been granted a dispensation must again submit a request for dispensation to the ROM, accompanied by the text of the collective agreement.

Annex C. Financing scheme for courses followed by apprentices and employees 2025

Article 1 – Definitions

In this scheme, the following terms have the meanings ascribed to them below.

1. The foundation
   This refers to Stichting Arbeidsmarkt en Opleiding in de Metalektro (Foundation [centre] for Labour Market Policy and Vocational Training in the Metalektro).

2. Board of Trustees
   This means the Board of Trustees of the foundation.

3. Management Board
   This is the management board of the foundation and authorised representative of the Board of Trustees.

4. Legal framework
   The legal framework comprises the following:
   a. WEB: Adult and Vocational Education Act [Wet Educatie en beroepsonderwijs] (Bulletin of Acts and Decrees 1995, 501; last amended on 23 February 2022, Bulletin of Acts and Decrees 2022, 134);
   b. WHW: Higher Education and (Academic and Scientific) Research Act [Wet op het hoger onderwijs en wetenschappelijk onderzoek] (Bulletin of Acts and Decrees 1992, 593; last amended on 14 July 2021, Bulletin of Acts and Decrees 2021, 409);
   c. Crebo: Central register of vocational training courses as referred to in Article 6.4.1 of WEB;
   d. Croho: Central register of higher education courses as referred to in Article 6.13 of WHW.

5. Employer
   This is the employer as referred to in this collective agreement and with whom the apprentice-employee/ employee has concluded an apprenticeship contract/ contract of employment and, if applicable, a practical training contract.

6. Employee
   An employee is a person who has concluded a contract of employment - within the meaning of 7:610 of the Dutch Civil Code - with the employer or the person who, as part of contracted work, personally performs work, not acting independently in the conduct of a business or profession however.

7. Apprentice-employee
   A person following a course for which the foundation provides financing and who has concluded a contract with the employer as referred to in Article 1.8 of this scheme and a contract as referred to in Article 1.9 of this scheme.

8. Apprenticeship contract
   This is a contract that is to be concluded at least between the employer and the apprentice-employee for five days per week for the term of the practical training contract. An apprenticeship contract template has been appended to this scheme. The apprenticeship contract ends automatically when the course ends.

9 Practical training contract
A contract as referred to in Article 7.2.8 of WEB that is concluded between the educational institution, the apprentice-employee and the employer.

10. Vocational training
Full-time, part-time or dual-track vocational courses as referred to in WEB and WHW.

11. Study year
A study year begins on the starting date of the course and continues for a maximum of twelve months.

12. Reimbursement
The amount to be fixed each year by the Board of Trustees for the purpose of training apprentices. The amount is awarded at the start of the course for each study year during the entire period of training, calculated on the basis of 45 weeks in a study year.

13. Proof of enrolment
Written proof that the apprentice is enrolled for a study year.

14. Certificate of participation
Written proof from the educational Institution that the student/apprentice actually followed the course.

15. Course module
A self-contained unit from a recognised Crebo or Croho course or a course recognised by NLQF, where the student is presented a certificate on successful completion of the module.

Article 2 – Employer reimbursement

1. The Board of Trustees may reimburse the employer for the training of the apprentice-employee/employee. Each year, the Board of Trustees determines the total amount available for financing and, by 1 July of the study year concerned, the amount to be reimbursed. This reimbursement applies for the entire duration of the course of training (see the table below).

2. The vocational training courses with the accompanying levels and the maximum duration of each course are defined in WEB/WHW and are reimbursed by the foundation for the duration stated, with a maximum of four years. Within this period, a maximum of two courses will be reimbursed for an apprentice-employee/employee (the maximum also applies to courses reimbursed under previous financing schemes).

Table: continuous programme of study/training with maximum reimbursement period			
Course/programme	**Level**	**Maximum duration under WEB**	**Foundation reimbursement period**
MBO Assistant training	BBL level I	min. 6 months / max. 1 year	1 year
MBO Basic vocational training	BBL level II	min. 2 years / max. 3 years	2 years
MBO Trade-professional training	BBL level III	min. 2 years / max. 4 years	3 years
MBO Middle management training	BBL level IV	min. 3 years / max. 4 years	4 years
Associate degree	level V	min. 1 year / max. 2 years	2 years
HBO	level V	min. 1 year / max. 4 years	4 years
WO	level VI	min. 1 year / max. 4 years	4 years

MBO: intermediate vocational education
BBL: professional practical skills course of study/training
HBO: higher professional education
WO: academic university education

3. The same conditions apply to an apprentice-employee/employee who is immediately going on to the next level in a continuous programme of study/training, in which case the employer must submit an application for reimbursement for that course and conclude a new apprenticeship contract relating to the new practical training contract at BBL level III or IV or at HBO level within six months of the start of the year of study.

4. If an employee only follows one or more parts of the vocational training course to obtain the diploma, the reimbursement is determined pro rata on the basis of the nominal length of the entire course. The expected total study duration must be supported by a statement provided by the educational institution.

5. If an employee is taking a separate course module, the employer must apply for the reimbursement before the employee completes the module.

6. An employer whose company is based in the Netherlands may apply to the managing director of the foundation for reimbursement of costs for an accredited vocational training course which an apprentice-employee/employee follows in a federal state or province bordering the Netherlands.

7. The employer is not entitled to compensate the period(s) when the employer does not contribute (through the levy mentioned in Article 2 of this collective agreement) to the foundation.

Article 3 – Employer's obligations

1. The employer declares that it has concluded a contract of employment as referred to in Article 1.6 of this scheme or a contract as referred to in Articles 1.8 and 1.9 of this scheme with, respectively, the employee or the apprentice-employee, and with other parties where applicable. During the course, the employee will receive no less than the amount of salary agreed in the contract of employment.

2. The contract of employment must state at least the following:
   - that the collective agreements in the Metalektro apply to the contract;
   - the cost of the course and other related costs (exams, materials, registration) will be covered by the employer and cannot be reclaimed.

3. The employer must submit the application for reimbursement for the course no later than six months from the start of the study year.

4. If the employer fails to notify the foundation of the first year of study, only the costs for the second, third or fourth study year for this apprentice-employee/employee will be eligible for reimbursement.

5. In the event of changes to the information or if the apprentice-employee/employee withdraws from the course, the employer must notify the foundation using the claims form.

Article 4 – Payment of the reimbursement to the employer

1. The foundation pays the employer the reimbursement referred to in Article 2 of this scheme as a provisional reimbursement.

2. The reimbursement is paid by means of one or more instalments and a final payment made after the final claim has been submitted. The first instalment is paid six months after the start of the course and further instalments, if applicable, are paid once every six months, with the final instalment paid six months prior to the end of the nominal study duration. The employer must send the foundation the final claim within six months of the end of the course or the end of the maximum reimbursement period.

   When submitting the final claim, the employee declares that he has:
   - a printed certificate of participation in the course;
   - written proof that the apprentice-employee/employee was employed by the employer for the duration of the course.

3. The final decision on and granting of the reimbursement will take place as soon as possible after the end of the course. The reimbursement is based on the actual number of weeks of study/training under the course, up to a maximum of the period specified in Article 2.2. If the apprentice-employee/employee withdraws from the course, the reimbursement will be calculated pro rata to the period the apprentice-employee/employee remained in the course.

4. If the employer is asked to present the required documents and is unable to do so, the foundation is entitled to claim back the instalments it has paid.

Article 5 – Obligation to provide information, and retention period

1. The employer must have available all the information required for the implementation of this scheme. The foundation reserves the right to carry out random checks to verify this.

2. The employer must provide all information required for the implementation of this scheme or that is requested by or on behalf of the foundation. The foundation has the right to verify the information provided or have this verified by a third party. The employer is required to keep said information on file for a period of seven years from the date of payment of the final claim.

Article 6 – Liability

The foundation accepts no liability for any work performed in the implementation of this scheme by parties other than the foundation.

Article 7 – Transitional arrangement

An employer will qualify for reimbursement pursuant to the provisions of the Financing scheme for training for apprentices and courses for employees 2024 if:

a. the apprentice-employee or employee started his or her course before 1 January 2025; and
b. all of the conditions set out in the Financing scheme for training of apprentices and courses for employees 2024 have been met.

Article 8 – Final provision

The Management Board or Board of Trustees will decide on all matters not covered by this scheme and on special circumstances in individual cases.

Template Apprenticeship contract

Apprenticeship contract

The undersigned:

_____

, with its registered office in _____
, hereinafter referred to as the 'employer',
duly represented for the present purpose by
_____ , director,

and

_____

, residing in _____ , hereinafter referred to as the 'apprentice-employee',
hereby declare that they are concluding an apprenticeship contract under the following terms and conditions.

Article 1 – Nature of the agreement

This apprenticeship contract is for a fixed term - specifically for the duration of the practical training contract concluded pursuant to the Adult and Vocational Education Act (WEB) or the duration of the higher professional education course (HBO) pursuant to the Higher Education and (Academic and Scientific) Research Act - and ends automatically on the day on which the course in question ends or at such a time that an event as referred to in Articles 11, 12 and 13 of this apprenticeship contract occur.

Article 2 – Employment

The apprentice-employee will start work with the employer on _____ .

Article 3 – Probationary period

The first month is a probationary period within the meaning of Article 7:652 of the Dutch Civil Code.

Article 4 – Work week

The contracted work week for the apprentice-employee is five days, during which time the apprentice-employee will follow the practical and theoretical components of the course.

Article 5 – Salary

The salary on commencement of employment will be at least the then current statutory minimum wage that applies to the relevant age group for a five-day work week, in this case € _____ per month*.

* If the apprentice-employee successfully completes the first half of the course, during the second half of the course the salary will be at least 110% of the statutory minimum wage that applies to the relevant age group for a five-day work week.

Article 6 – Travel costs

The employer will refund the travel costs from the apprentice-employee's place of residence to the educational institution in accordance with the company's then current regulations and on the basis of second-class fares on public transport. The employer will reimburse additional travel costs that are incurred in connection with practical training outside the educational institution on the basis of second-class fares on public transport.

Article 7 – Other reimbursements

The employer will cover the costs of textbooks, exams (materials and registration) and the costs of theoretical education (school fees); the employer may not recover these costs from the apprentice-employee. The employer will also provide the apprentice-employee with the tools, industrial clothing, and safety equipment required for the job and will take out liability and accident insurance for the apprentice-employee.

Article 8 – Holidays

The apprentice-employee is entitled to the same amount of annual leave as that stipulated in the Collective Agreement in the Metalektro. The employer will endeavour as far as possible to ensure that the uninterrupted period of annual leave for the apprentice-employee coincides with the dates that the educational institution is closed.

Article 9 – Employer's obligations

The employer will provide the apprentice-employee with a training place and will also take all measures that are relevant in connection with achieving the purpose of this contract, including measures with respect to the quality of the training place. The employer will ensure that the apprentice-employee is trained in accordance with the programme under the practical training contract or the relevant intermediate vocational education (MBO) programme or higher professional education (HBO) programme and in compliance with any other rules of the knowledge centre for VET and industry (Kenniscentrum Beroepsonderwijs Bedrijfsleven) and/or the educational institution.

Article 10 – Obligations of the apprentice-employee

During the course, the apprentice-employee will follow the directions and instructions given to him by or on behalf of the company providing the training. The apprentice-employee will follow the code of conduct and rules that apply at the company providing the work experience, and will comply with the safety regulations in particular.
The apprentice-employee must do everything possible to ensure that he completes the training programme successfully.

Article 11 – Suspension

The employer is authorised to suspend the apprentice-employee for a period of one week without pay in the event of gross misconduct on the part of the apprentice-employee (i.e. behaviour which would, for example, have given serious cause for summary dismissal). The employer will inform the apprentice-employee of the decision and reason for the suspension and will provide the apprentice-employee with a written statement of the decision and reason within two days. The employer will also send the educational institution a copy of the decision to suspend. If the apprentice-employee is working at another company that is providing work placement as part of the training, said company is authorised to expel the apprentice-employee from the work premises with immediate effect in the event of gross misconduct. The employer providing the work experience will report the incident to the employer of the apprentice-employee immediately. The apprentice-employee who has been expelled must report to his own employer immediately.

Article 12 – Early termination and notice

1. The sub-district court may terminate the apprenticeship contract early at the employer's request if:
   a. the apprentice-employee has proven to be clearly unsuitable for the job for which he is being trained. The employer must have discussed the grounds for this decision in advance with the educational institution and with the apprentice-employee, at which time it must have become clear that continuing the employment would be futile;
   b. the employer feels that due to gross misconduct on the part of the apprentice-employee, the employer cannot be reasonably expected to continue the training.

2. The apprentice-employee may terminate this agreement early subject to one month's notice.

Article 13 – Early termination due to illness

If the apprentice-employee has been on sick leave for a period of 16 weeks without returning to work for at least one full week in the interim, it will be assumed that the apprentice-employee will not be able to successfully complete the training within the stipulated period and, accordingly, unless the employer and apprentice-employee agree otherwise in writing, this apprenticeship contract will terminate automatically at that time.

Article 14 – Permanent contract of employment after completing BBL programme

Except where a new apprenticeship contract for the next level of study is concluded between the employer and the apprentice-employee, on the successful completion of the professional practical skills course of study (BBL) the employer will offer the apprentice-employee a permanent contract of employment. If the employer in all reasonableness is unable to offer a permanent contract of employment at its own company, for a period of a maximum of six months the employer will, in consultation with the employee, make efforts to find the employee a permanent position with another company in the sector.

Article 15 – Collective agreement

The collective agreements in the Metalektro apply to this contract.

Article 16 – Company schemes

Unless agreed otherwise in an annex to this contract, company schemes relating to employee fringe benefits do not apply to this apprenticeship contract.

Thus agreed and signed:

Employer

_____

Date

_____

Signature

_____

Employee

_____

Date

_____

Signature

_____

Legal guardian/representative

_____

Date

_____

Signature (if the employee is younger than 18)

_____

COLLECTIVE AGREEMENT
IN THE METALEKTRO

Early Retirement Scheme (RVU)

2021/2025

Parties to the Collective Agreement

This collective agreement has been agreed between:

1. FME, Dutch employers' association in the technology industry, hereinafter referred to as the 'employers' association',

and

2. FNV Metaal,
3. CNV Vakmensen,
4. De Unie,
5. VHP2

with parties 2 to 5 hereinafter referred to jointly as the 'trade unions'.

Introduction

Early retirement

- In the Pension Agreement concluded between the Dutch government and the social partners in 2019 it was agreed that, under certain conditions, a tax of 52% would not be levied on early retirement schemes from 1 January 2021 to 31 December 2025.
- The purpose of the temporary change to the levy on early retirement schemes is to enable employees who have been unable to properly prepare for the raising of the state retirement age and are not able to continue working in good health until their retirement age, for example because they perform onerous work, to stop working earlier.
- The parties to the collective agreement have agreed to establish a scheme under which employees who meet the conditions will be able to take early retirement and will be eligible for a benefit to bridge the period until they reach the state retirement age. The parties are implementing that agreement with this Collective Agreement on Early Retirement in the Metalektro, the new Early Retirement Fund and the associated rules.
- Specifically, this means that an employee in the Metalektro who meets the conditions can make use of this scheme in the period from 1 January 2022 to 31 December 2025.
- The parties to the collective agreement will jointly investigate whether part of the costs of the early retirement scheme can be financed from the Customisation Scheme for Sustainable Employment and Early Retirement (the MDIEU subsidy scheme).
- If the current tax exemption scheme remains in effect, the parties to the collective agreement will continue the RVU scheme for the Metalektro sector for a maximum period of five years, from 2026 to 2030. In light of national developments concerning the RVU, the parties may engage in consultation with each other.

1. Implementation of the Collective Agreement

1.1 Collective Agreement on Early Retirement, Metalektro and ROM

a. The Collective Agreement in the Metalektro: Early Retirement Scheme (hereinafter referred to as the 'Collective Agreement on Early Retirement' or 'this collective agreement') will be implemented by Stichting RVU Metalektro (hereinafter referred to as 'RVU Metalektro' or 'the Foundation'). The parties to the collective agreement have established the Foundation for that specific purpose.

b. The Foundation will implement the scheme within the framework of (the scope of) this collective agreement, the articles of association of RVU Metalektro and the terms of the Early Retirement Scheme in Annex C. The articles of association of RVU Metalektro and the terms of the Early Retirement Scheme constitute an integral part of this collective agreement.

c. The Consultative Council in the Metalektro (ROM) is authorised to perform the tasks delegated to the ROM in this collective agreement.

2. Contributions

2.1 Employer's contribution

a. The employer will pay the Foundation a maximum contribution each year of 0.3% of the wage bill for the company under the Social Insurance (Funding) Act in that year.
b. In this context, the wage bill under the Social Insurance (Funding) Act is the total wage bill as defined in Article 16 of the Social Insurance (Funding) Act.
c. The parties to the collective agreement will determine the amount of the contribution each year.
d. The parties to the collective agreement will evaluate the contribution every year. On the basis of that evaluation, the parties may agree to adjust the necessary contribution. If the parties are unable to reach agreement on a change in the contribution, the previously agreed maximum contribution will continue to apply.
e. The ROM will levy the employer's contribution and determine when it has to be paid.

2.2 Advance payment

a. The employer is obliged to make an advance payment on the contribution to the ROM.
b. The employer will make the payment prior to a date to be fixed by the ROM, but no later than 15 October of each year.
c. The ROM will determine the amount of the advance payment on the basis of a reasonable estimate of the company's wage bill under the Social Insurance (Funding) Act on that date. The ROM will levy the advance payment.
d. The final settlement will take place no later than 15 August of the following year.

2.3 Duty to provide information

The employer is obliged to provide the ROM with the information it requires to calculate the company's contribution (or advance payment).

2.4 Late or non-payment

An employer who does not pay the contribution or the advance payment on time will be charged statutory interest at the prevailing rate from the final date on which payment was due.

3. About this Collective Agreement

3.1 Term of the agreement

This collective agreement is effective from 14 July 2021 to 31 December 2025, and will end without notice of termination being required.

3.2 Scope

The provisions concerning the scope of the agreement are laid down in Annex A. This annex constitutes an integral part of this collective agreement.

3.3 Definitions

Employer
The natural person or legal entity for whom the employee normally works.

Employee
A person who:

- has a contract of employment within the meaning of Article 7:610 of the Dutch Civil Code, or
- as part of contracted work, personally performs work, possibly as a homeworker but not acting independently in the conduct of a business or a profession.

3.4 Derogations from this Collective Agreement

3.4.1 Main rules

a. The employer may deviate from the provisions of this collective agreement to the benefit of employees.
b. The employer may not deviate from the provisions of this collective agreement to the disadvantage of employees.

Signing of the Collective Agreement

This collective agreement has been agreed between and signed by:

Vereniging FME
Theo Henrar (Chair)
Maurice Rojer (Chief CA negotiator)

FNV
Albert Kuiper (National Officer, FNV Metaal)
Jacqie van Stigt (National Officer, FNV Metaal)

CNV Vakmensen.nl
Piet Fortuin (Chair)
Arthur Bot (Officer)

De Unie
Reinier Castelein (Chair)
Gertjan Tommel (Representative)

VHP2
Hans van Sprang, (Chair)
Jörg Sauer (Senior adviser, labour relations)

Annexes

Annex A. Scope

1. a. This agreement applies to the contracts of employment of employees in the service of an employer in the Metalektro.
   b. This agreement also applies to the contracts of employment of employees in the service of an employer that does not fall under the provisions of 6 or 7 of this annex and which primarily carries out support and/or related activities for one or more companies in the Metalektro with which the employer forms a joint enterprise, unless the employer is bound by the provisions, declared generally binding or otherwise, of the collective agreement for the Metalworking industry or the collective agreement for the Metal and Technical Industries.

2. An employer that carries out any of the activities stated in 6 and 7 below comes within the scope of this collective agreement if the employer primarily carries out activities in the Metalektro.

3. Whether the employer primarily carries out activities in the Metalektro is determined based on the number of working hours employees in that employer spend performing those activities. In this context, 'primarily' means that the activities account for more than 50% of the contracted working hours of all employees in the employer's service.

4. Metalektro activities include both the specific activities referred to in 6 and 7 and the activities of employees who, in a supporting position or other position, including positions deemed to come under overhead, are working for the benefit of the specific activities referred to in 6 and 7.

5. With regard to employees in a support position or other position, including positions deemed to come under overhead, who are working for the benefit of Metalektro activities as well as for other activities in the company, the number of working hours of these employees will be allocated proportionally to the various activities in the employer.

6. With the exception of those specified in 7 and 8 below, the 'Metalektro' is considered to include employers in which, with due account of normal working hours prevailing in the branch of industry, during at least 1200 hours per week activities are performed by employees in the employer's service as defined in 3.3 of this collective agreement*—however with due observance of the provisions of 9 to 18 (inclusive) and 22—and in which:

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

a. metal treating and/or processing is the exclusive or primary activity, which is defined as including—but is not restricted to—the following:

   1st 3D printing, assembling, boring, casting, combining, constructing, crushing, cutting, demolishing, designing, developing, dismantling, drawing, enamelling, extruding, forging, forming, honing, installing, lapping, laser cladding, laser welding, machining (incl. electrical discharge machining), maintenance (including preventive maintenance) work on, manufacturing, melting, milling, pressing, pulverising, repairing, rolling, sawing, shredding, turning and welding metal (including but not limited to aluminium, brass, bronze, copper, iron, lead, steel, tin, zinc, and alloys or compositions thereof) or metal objects, all in the broadest sense of the word, including but not limited to: appliances, automobiles, awnings, bicycles, blinds, boilers (for central heating, etc.), bolts, bridges, buttons, capsules, closures, containers (excluding bodywork), crown caps, decorative fences, dies, electricity meters, electrodes, engines, fireplaces, fittings, furniture, gas meters, gas pumps, gears, heaters, instruments (including optical devices), irrigation systems, lightning rods, machines, mattress springs, mesh, meters (including gas, electricity, water and taxi meters), mopeds, motorcycles, motorized bicycles, musical instruments, nuts, objects, ovens, parts, prams, radiators, reservoirs, rivets, rolling gates, rolling shutters, rolling stock, safes, screws, ships (watercraft or vessels of any name or nature whatsoever), skates, sliding gates, stamps, statues, steam boilers, tanks, taxi meters, timepieces, tin goods, tools (including but not limited to work tools, power tools, and agricultural machinery, tools, equipment and tractors), tubes, vending machines, water meters, windows, wire, wire nails.

   2nd designing, developing, manufacturing and/or repairing equipment, systems, materials, devices, items, et cetera—regardless the nature of the article—which provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy or its components, such as analysers, bioreactors, electric motors, household or industrial appliances (with or without electrical moving force/parts), electric furnaces, cookers, electric welding equipment and accumulators, products for the underground transmission of electric power (underground cable), insulating wire, installation material (including fuses) and all other electronic equipment including electro-medical devices, instruments, and computers;

   3rd shot blasting, steel blowing and/or sandblasting;

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

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

b. marine electrical engineering is the exclusive or primary activity;

c. the exclusive or primary activity provided directly to third parties is:
   1. winding for or repairing electrical machines and utensils and consumer devices for strong and weak current installations (electrical winding business);
   2. mounting and wiring electrical and electronic equipment for control, switching and signalling panels (electrical panel builders);

3. dismantling, repairing, assembling, replacing, modifying, maintaining, and delivering repaired, operational equipment, systems, devices, items and similar that provide, store, use, measure, convert, transfer, switch, transform, consume, distribute, produce, or make perceptible electrical energy (electrical repair business);

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

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

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the employer as referred to in (a) to (d) inclusive. Designing and developing are defined as

converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

Note:
The activities in an employer come primarily under the Metalektro if the contracted number of working hours that the employees in the employer's service who are directly and indirectly involved in the activities as listed in (a) to (e) above amounts to more than 50% of the total contracted number of working hours of all employees in the employer's service.

7. Regardless of the number of hours of work during which employees in the employer's service usually perform work each week, companies in which one or more of the following activities is carried out exclusively or primarily are also considered as belonging to the Metalektro, notwithstanding the provisions of 6:
   a. steel rolling;
   b. iron and steel casting;
   c. designing, developing, manufacturing and/or repairing aircraft;
   d. designing, developing, manufacturing and/or repairing lifts.

'Manufacturing' is defined in this context as including the assembly, fitting and combining of components purchased from third parties.

Designing and/or developing are only regarded as falling within the scope of this collective agreement if and insofar as the activity takes place for the purpose of one or more activities to be performed by the employer as referred to in (a) to (d) inclusive. Designing and developing are defined as converting a programme of requirements into a technical specification, which is deemed to include concept drawings, blueprints, prototypes, etc.

Note:
Primarily one of the activities in (a) to (d) inclusive is carried out in employers if the contracted number of working hours that the employees in the employer's service who are directly and indirectly involved in the activities amounts to more than 50% of the total contracted number of working hours of all employees in the employer's service.

8. Employers that, although they satisfy the description given under 7, are covered by a collective agreement (which has been declared generally binding) or a conditions of employment regulation in the Metal and Technical Industries with the consent of the competent body come outside the scope of this collective agreement.

9. An employer which is considered to belong to the Metalektro by virtue of the number of hours worked by its employees is deemed to be part of the Metal Processing industry if the said number of hours worked per week for the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period less than 1200, 800, or 400, respectively, counting from 1 January of each respective

year, with due observance of the provision of 10 below.* If the number of hours worked declines as a direct result of a legal restructuring, the employers involved in the legal restructuring will be regarded as a single employer for the purposes of determining the number of hours worked.
This does not apply if the provisions of the collective agreement for the Metal Processing industry (which have been declared generally binding) or the provisions of the collective agreement for the Metal and Technical Industries (which have been declared generally binding) were applicable to an employer's contracts of employment prior to the legal restructuring.
An employer that is planning to carry out a legal restructuring as referred to above must notify the ROM, and at the same time provide insight into the consequences of the legal restructuring for the relevant employees.

* Within the meaning of Article 77 of the decree of the Minister of Social Affairs and Employment of 14 December 1983 (Dutch Government Gazette 1983, 246).

10. The employer referred to in 9 will be considered to be part of the metal processing industry with effect from 1 January of the next year after the periods specified in 9 have elapsed.

11. Employers whose exclusive or primary business falls within the branches of the industry specified in 6 above to which the number of workers criterion in force up to 1 January 1985 applies and which are registered with either the Metalworking Industry sector or the Electrical Engineering Industry sector (formerly the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry (currently the Metal and Technical Industries sector) on or before that date on account of that criterion are considered to be part of the Metalektro.

12. In the event of a legal successor to an employer as referred to in 9 and 11 above, it shall be assumed for the purposes of 9 and 11 that the same membership applies.

13. If an employer as referred to in 11 switches to the Metal and Technical Industries sector in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the metal processing industry with effect from the same date.

14. An employer which is considered to belong to the metal processing industry by virtue of the number of hours worked by its employees is considered to be part of the Metalektro if the said number of hours worked per week in the employer, with due account of normal working hours in the branch of industry, has been, for an uninterrupted period of, respectively, 3, 2, or 1 years, at the end of that period at least 1200, 2000, or 3000, respectively, counting from 1 January of each respective year, with due observance of the provision of 15 below.

15. The employer referred to in 14 will be considered to be part of the Metalektro with effect from 1 January of the next year after the periods specified in 14 have elapsed.

16. Employers whose exclusive or primary business falls in the branches of the industry specified in 6 above to which the number of workers criterion in force up to

1 January 1985 applies and which are registered with the Metal and Technical Industries sector (formerly the Industrial Insurance Board for the Metalworking Industry), but which should have joined the Industrial Insurance Board for the Metalworking Industry and the Electrical Engineering Industry (currently the Metalworking Industry sector and the Electrical Engineering Industry sector) on or before that date on account of that criterion, are considered to be part of the metal processing industry.

17. In the event of a legal successor to an employer as referred to in 14 and 16 above, it shall be assumed for the purposes of 14 and 16 that the same membership applies.

18. If an employer as referred to in 16 switches to the Metalworking Industry or the Electrical Engineering Industry in accordance with the provisions of the Social Insurance (Funding) Act of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, published in the Dutch Government Gazette number 242 of 13 December 2005, the employer shall be considered to belong to the Metalektro with effect from the same date.

19. The Scope Committee* is responsible for monitoring the application of the provisions of 6 to 9 (inclusive) and 18 governing the classification and transfer of employers.

* The Scope Committee consists of the Consultative Council in the Metalektro and the Cooperating Metal and Technical Industries. The address for the administration office for the Scope Committee is: P.O. Box 93235, 2509 AE Den Haag; tel.: +31 (0)70 316 0325. Representatives of PME pensioenfonds (PME) and Pensioenfonds Metaal en Techniek (PMT) also sit on the committee.

20. This collective agreement does not apply to contracts of employment with employees working in the lithographic departments of companies in the Metalektro who, in that capacity, perform skilled printing work if these employees are covered by the collective agreement for the print and media industry [Grafimedia].

21. This collective agreement does not apply to the directors of the company and the officials who are directly involved in determining company policy.

22. This collective agreement does not apply to: NXP Semiconductors Netherlands B.V. in Nijmegen and Eindhoven, and Philips and the companies which are part of the Philips group. The Consultative Council in the Metalektro (ROM) may declare at any time during the term of this collective agreement that the agreement applies to employers listed above if the reason for the exclusion ceases to apply. During the term of this agreement, ROM may declare that this agreement or certain provisions of this agreement do not apply to certain other employer if requested to do so.
A written request for dispensation from all or certain provisions of this agreement stating why dispensation should be granted should be submitted to ROM (P.O. Box 407, 2260 AK Leidschendam). ROM will handle the request with due observance of the rules on dispensation, as stated in Annex B to this agreement.

Annex B. Rules on dispensation

Article 1

1. The Consultative Council in the Metalektro (ROM) makes a decision on a request for dispensation as referred to in 22 of Annex A, Scope.
2. The ROM's working party on Scope advises ROM on a submitted request for dispensation.

Article 2

1. The working party on Scope comprises one member of the ROM representing the employers and one member of the ROM representing the employees.
2. The members of the working party on Scope are appointed by the ROM.

Article 3

1. A request for dispensation from all or certain provisions of this agreement can be submitted by an employer or a group of employers with organisational and economic links. It must be apparent from the request whether the request is also being submitted on behalf of all the trade unions that are party to this collective agreement, unless a trade union declines to be involved with the collective agreement for which dispensation is requested.
2. The request must be submitted in writing to the administration office of ROM (P.O. Box 407, 2260 AK Leidschendam and/or info@romcao.nl).
3. The request will be assessed against the following conditions:
   a. it must concern a company's own collective agreement signed by all the trade unions that are party to this collective agreement, unless a trade union declines to be involved with it; and
   b. the company's own collective agreement must be at least equivalent to this collective agreement; and
   c. during the period of the dispensation, the company must continue to pay contributions and participate in the collective schemes for employers in the Metalektro, including Stichting Raad van Overleg in de Metalektro (ROM), Stichting Sociaal Fonds in de Metalektro (SSF), Stichting Arbeidsmarkt en Opleiding in de Metalektro (A+O), Stichting RVU Metalektro, Stichting Private Aanvulling WW & WGA (PAWW) and Stichting PME pensioenfonds (PME), unless it already has an exemption from mandatory participation in this fund; and
   d. a statement of the reasons for dispensation from this collective agreement.
4. The request must at least include:
   a. the name and address of the party submitting the request;
   b. the signature of the party submitting the request;
   c. a detailed description of the nature and extent of the request for dispensation;
   d. the reasons for the request;
   e. the date of submission;
   f. and must be accompanied by a (digital) copy of the company's own collective agreement.

Article 4

1. Upon receipt of the request, the administration office of the ROM will decide within two weeks whether the request can be considered. If necessary, the party submitting the request will be given the opportunity to provide additional information regarding the request.
2. A request will be dealt with once the information that must be provided by virtue of Article 3(4) is sufficient to enable the request to be assessed.

Article 5

1. The requesting party will be notified when the request is being handled. Once the request has been accepted for consideration, the decision on the request will be made within two months.
2. The period referred to in the first paragraph can be extended by two months at the most if, in the opinion of the ROM or the working party on Scope, additional information is required to be able to assess the request. The requesting party will then have two weeks in which to submit the additional information.

Article 6

1. The decision of the ROM will be accompanied by a statement of the reasons.
2. The ROM administration office will send a written copy of the decision to the requesting party as soon as possible.

Article 7

1. Once granted, dispensation applies for a maximum of one year beyond the expiry date of this collective agreement.
2. A request for an extension of the dispensation period or a dispensation for a new separate collective agreement must be submitted in accordance with the requirements of these Rules on Dispensation.
3. Whenever the employer who has been granted dispensation concludes a new separate collective agreement with the trade unions, it shall inform the ROM and send it a copy of its own collective agreement.[1]

Article 8

The ROM will not divulge information concerning any requests for dispensation to third parties.

Article 9

The ROM will decide on any matters not covered by these Rules on Dispensation.

1 On conclusion of a new separate collective agreement, the employer who has been granted a dispensation must again submit a request for dispensation to the ROM, accompanied by the text of the collective agreement.

Annex C. Early Retirement Scheme

Article 1 – Definitions

The definitions in Article 1 of the articles of association of RVU Metalektro are deemed to be incorporated into this Scheme. In addition, in derogation from and in addition to those definitions the following terms are defined as follows in this Scheme:

a. Application form: The application form drawn up by RVU Metalektro and posted on the website www.rvumetalektro.nl.
b. State retirement age: the retirement age as referred to in Article 7a, first paragraph, of the General Old Age Pensions Act (Algemene Ouderdomswet).
c. Board: The board of RVU Metalektro.
d. Collective Agreement on Early Retirement: the Collective Agreement in the Metalektro: Early Retirement Scheme.
e. Scheme: this scheme, i.e., the Early Retirement Scheme for the Metalektro.
f. Early Retirement Scheme: The Early Retirement Scheme for the Metalektro, as further described in the Scheme and in the Collective Agreement in the Metalektro: Early Retirement.
g. Stichting RVU Metalektro: Stichting RVU voor de Metalektro, with registered office in the The Hague.
h. Benefit: the periodic payment as further defined in this Scheme.
i. Beneficiary: the person who is entitled to a benefit pursuant to this Scheme.
j. Benefit ceiling: the maximum amount determined each year by RVU Metalektro to which commitments for new benefits may be entered into, as referred to in Article 8.
k. Retirement date: the date on which the contract of employment between the employee and the employer is terminated at the request of the employee.
l. Implementing organisation: The organisation designated by RVU Metalektro to disburse payments under the Early Retirement Scheme, as further defined in Article 3, paragraphs 2 to 4 of this Scheme.
m. Employer: the employer in Metalektro who is defined as such in the Collective Agreement on Early Retirement: the natural person or legal entity for whom the employee normally works;
n. Employee: the person who is defined as such in the Collective Agreement on Early Retirement: the person who:
   - has a contract of employment within the meaning of Article 7: 610 of the Dutch Civil Code, or
   - as part of contracted work, personally performs work, possibly as a homeworker but not acting independently in the conduct of a business or a profession.

Article 2 – Entry into force

RVU Metalektro will determine the date on which this Scheme enters into force. Without prejudice to the provisions of this Scheme, entitlement to a benefit only exists if the Scheme is in force on the day immediately preceding the beneficiary's retirement date.

Article 3 – General provisions

1. The Scheme forms an integral part of the Collective Agreement on Early Retirement for Metalektro.
2. The Implementing Organisation is mandated by RVU Metalektro to implement the Early Retirement Scheme, as laid down in this Scheme. This mandate is deemed to include:
   a. managing the funds received by RVU Metalektro, and
   b. paying the benefits to beneficiaries pursuant to this Scheme.

3. RVU Metalektro may delegate further powers to the Implementing Organisation, and also revoke them.
4. Mandated powers will be exercised under the supervision and responsibility of RVU Metalektro.

Article 4 – Right to benefit

1. Entitled to a benefit, subject to the conditions laid down in this Scheme, are those persons who at the time of their participation meet the conditions specified in (a) and (b) of this paragraph:
   a. left employment at their own request in the period from 1 January 2022 to 31 December 2025; and who
   b. on the retirement date have reached an age that is not more than 36 months and not less than six months before the state retirement age; and who at the time of registration comply with the condition under (c):
   c. earn a gross monthly salary of not more than € 4,000* exclusive of allowances in full-time employment,

   or

   who in a period of at least five consecutive years immediately preceding the retirement date has for at least two years:
   - performed shift work,[2] or
   - performed on-call work,[3] or
   - has received a SAO allowance[4] or similar allowances for onerous working conditions (such as a dirty work allowance).

2. The following persons are not entitled to a benefit:
   a. those who are entitled to a full disability benefit (IVA), an unemployment benefit (WW) or sickness benefit (for recipents of a return to work benefit (WGA) or incapacity for work benefit (WAO), see Article 5, paragraph 3);
   b. those who are taking or have taken (part-time) retirement and still perform paid work, as an independent entrepreneur or otherwise.

Article 5 – Amount of the benefit

1. In 2022, the amount of the benefit is € 1,847 gross per month or such higher amount as determined in connection with statutory indexation based on the e arly-retirement threshold exemption fixed by the government.
2. The amount referred to in paragraph 1 applies for the full-time employee. For part-time employees, the amount is determined in proportion to the number of hours worked.
3. The beneficiary who was partially unfit for work immediately prior to the retirement date is entitled to a benefit in proportion to the capacity for work (employees with a WGA or WAO benefit).

* This amount will be adjusted in line with the basic wage increases agreed in the collective agreement and amount to € 4,220 gross as of 1 December 2022, to € 4,368 gross as of 1 January 2024, to € 4,488 gross as of 1 June 2024, to € 4,634 gross as of 1 January 2025 and to € 4,733 gross as of 1 June 2025.

2 Regular shift work is shift work that continues for at least 1 year and that is or must be performed according to a predetermined schedule.

3 Regular on-call work is on-call work that is or must be performed for at least 1 year in accordance with a predetermined schedule.

4 Has received regular SAO allowance or similar allowances for onerous conditions: this is the case if the allowance has been received for a period of at least 1 year.

Article 6 – End of entitlement to benefit

1. Entitlement to a benefit under this Scheme ends:
   a. with effect from the date on which the beneficiary reaches the state retirement age;
   b. with effect from the month following the month in which the beneficiary dies.
2. Entitlement to a benefit ends before the date referred to in the first paragraph with effect from the first day on which the beneficiary performs paid activities in an employment relationship, as an independent entrepreneur or otherwise.

Article 7 – Applications for a benefit and provision of information

1. The employee who wishes to apply for a benefit under the Early Retirement Scheme must submit the application to RVU Metalektro no earlier than six months and no later than three months before the retirement date via de website www.rvumetalektro.nl.
2. The application is submitted by the employer using the prescribed application form, which must be completed fully and truthfully. The required documentary evidence must also be enclosed, including the form Assessment of Conditions for Metalektro [Toetsing Voorwaarden Metalektro], completed and signed by the employer, and three recent wage slips. If the employer fails to submit the completed and signed Assessment of Conditions for Metalektro form in time, RVU Metalektro will endeavour to find an approriate solution in consultation with the applicant.
3. With the application, the employee must volunteer all information that he should know to be relevant for establishing entitlement to a benefit.
4. During the term of the benefit, the beneficiary is obliged to provide, voluntarily or at the request of RVU Metalektro, all information that he should reasonably know to be relevant for continued entitlement to the benefit and the amount and duration of the benefit. The beneficiary must provide this information promptly to RVU Metalektro.
5. With the application, the employee must declare his agreement with the applicable rights and obligations as laid down in the terms of the Scheme at the time of the application.
6. Applications will be handled in the order in which they are received.
7. RVU Metalektro will only handle completed applications.
8. Incomplete applications must be submitted again. In that case, when the incomplete application has been rectified, the date of receipt will be the date on which the completed application is received.

Article 8 – Decision on conditional granting of benefit and benefit ceiling

1. RVU Metalektro will make a provisional decision on whether a benefit will be granted or refused within 30 days of receipt of the completed application. The applicant and the employer will be notified of the decision in writing. If no decision can be made within that period, RVU Metalektro will inform the applicant and the employer in writing and at the same time prescribe a reasonable period within which a decision can be made.
2. A conditional granting means that the application for a benefit has been approved and will be converted into a definitive decision when the applicant has notified RVU Metalektro in writing of the termination of the contract of employment, as described in Article 9.
3. Every year RVU Metalektro will determine the maximum amount for which obligations for new benefits can be entered into.
4. RVU Metalektro will handle applications until the established benefit ceiling has been reached.

5. Applicants who make an application after the benefit ceiling has been reached will be placed on a waiting list in the order in which they are received, as described in Article 7. RVU Metalektro will notify the applicant and the employer in writing of the projected waiting period. No rights can be derived from that estimate.
6. RVU Metalektro will inform the employee's employer of the conditional granting of the benefit in connection with the possible need for consultation on a pseudo final tax settlement as referred to in Article 11.

Article 9 – Decision on definitive granting of benefit and completion of application by employee

1. Within 30 days of the date of the provisional decision to grant the benefit, the applicant must complete the application by submitting the following documents to RVU Metalektro:
   a. a copy of the written notice of termination of the contract of employment, stating the end date of the contract; and
   b. a copy of the written confirmation of receipt of the notice of termination signed by the employer. If the confirmation of receipt from the employer is not yet in the applicant's possession, the applicant must report this when completing the application.
   RVU Metalektro will then seek an appropriate solution of securing the confirmation of receipt in consultation with the applicant. Consequently, the formal retirement date will remain unchanged.
2. RVU Metalektro will confirm the definitive granting of a benefit within 2 weeks of receipt of the completed application as referred to in paragraph 1. If no decision can be made within that period, RVU Metalektro will inform the applicant and the employer in writing and at the same time prescribe a reasonable period within which a decision can be made. This deadline will not be later that the retirement date.

Article 10 – Payment of the benefit

1. The Implementing Organisation will pay the benefit to the beneficiary every month, subject to withholding of the statutory mandatory deductions.
2. The beneficiary will receive an annual statement of the benefit paid from the Implementing Organisation.

Article 11 – Supplementary financing by employer

1. The employee who leaves employment on their own initiative is not entitled to a supplementary payment from the employer or a party designated by the employer.
2. In the situation where the employer and employee intend to deviate from the provisions of paragraph 1, the application described in Article 7 must be made jointly by the employer and the employee. The application must, among other things, specify any agreements on a supplement to the benefit pursuant to the Early Retirement Scheme in the form of a lump-sum or periodic supplementary severance payment (including a severance payment in natura). In this situation, Article 7 applies mutatis mutandis to the employer.
3. RVU Metalektro will handle the application when RVU Metalektro, the employer and the employee have made agreements with respect to a possible pseudo final tax settlement. RVU Metalektro is not liable for any pseudo final tax settlement.
4. The employer shall indemnify and fully reimburse RVU Metalektro for any claim by the Tax and Customs Adminstration in the context of a pseudo final tax settlement within the meaning of Article 32ba of the Wage Tax Act 1964, including fines and interest, as well as the legal costs, if the employer or a party designated by the employer has made a financial arrangement with the employee that qualifies as an early retirement scheme within the meaning of Article 32ba, paragraph 6 of the Wage Tax Act 1964. The employer and the employee

are obliged to cooperate, and where necessary to provide the necessary information, in averting such a claim by the Tax and Customs Administration.

5. If the employer and employee, in contravention of this article, fail to inform RVU Metalektro of their intentions as referred to in paragraph 2 of this article, the right to the benefit pursuant to the Early Retirement Scheme will lapse with retrospective effect and any benefit payments already made on the basis of the Early Retirement Scheme will be deemed to have been unduly paid.

Article 12 – Revocation and revision of a decision to grant a benefit

1. RVU Metalektro may revise or revoke a decision to pay a benefit if:
   a. the beneficiary fails to provide or volunteer the information required on the grounds of the Early Retirement Scheme, or fails to do so on time or provides incorrect information;
   b. if the benefit was unduly granted for any other reason.
2. The beneficiary is deemed to have failed to provide (or provide in time) the information referred to in this Scheme if RVU Metalektro has not received the information within two months of receipt of the first summons to provide it or the moment when the beneficiary had knowledge of the fact that should have been reported voluntarily.
3. RVU Metalektro is authorised to seek recourse from the beneficiary for any damage sustained because the beneficiary failed to provide information or provide it in time or provided inaccurate information or failed in any other way to comply with the provisions of this Scheme, consisting of unduly paid benefits, social insurance contributions and interest or otherwise. RVU Metalektro also reserves the right to seek recourse by reducing the current benefit.
4. If there has been fraud, falsification of documents or any other crime referred to in the Dutch Criminal Code, RVU Metalektro may report the offence, without prejudice to the option of seeking recourse for any damage, whether or not in the form of unduly made payments, from the individual concerned in civil-law proceedings or otherwise.
5. The preceding clauses are not applicable if the beneficiary cannot reasonably be reproached for any action as referred to in them. Ignorance of the terms of this Scheme cannot be invoked in this context.
6. The decision to revoke or revise a benefit as referred to in this article will be notified to the beneficiary by RVU Metalektro in writing and with a statement of the reasons.

Article 13 – Reclaiming unduly paid benefit

1. If all or part of the benefit was unduly paid, RVU Metalektro can demand repayment of that benefit or part of a benefit from the person to whom it was unduly paid.
2. When it is found that a benefit was unduly paid, RVU Metalektro will make a decision to demand repayment. The person who was unduly paid will be notified of the decision to demand repayment of the unduly paid amount in writing and with a statement of the reasons, as well as the period within which the amount that was unduly paid must be repaid. That period is four weeks As far as possible, the amount reclaimed will be set off against the benefit that the beneficiary has still to receive.
3. A person who was unduly paid and is unable to repay the unduly paid amount at once may request a payment arrangement. This request must be submitted in writing to RVU Metalektro within two weeks of the date of the decision to demand repayment. A person who has been unduly paid must give RVU Metalektro complete insight into his financial situation and provide RVU Metalektro with any information that could influence the assessment

of the request. RVU Metalektro will then decide whether a payment arrangement can be agreed. The decision will take account of the attachment-exempt threshold.

4. When a payment arrangement has been agreed, RVU Metalektro will inform the person who was unduly paid in writing of the amount of the periodic repayments and when RVU Metalektro must receive the payments.
5. If RVU Metalektro rejects a request for a payment arrangement, it will give written notice of its decision.
6. If repayment is demanded for payments made in the course of the current calendar year, the net amount of the unduly paid amount will be reclaimed. If the demand is made after the end of the calendar year in which the benefit was unduly paid, RVU Metalektro will demand repayment of the gross amount that was unduly paid.
7. If the person who was unduly paid fails to comply with the repayment obligation, or – in the case of a payment arrangement – fails to pay an installment, RVU Metalektro will send a single reminder with notice that it must receive the payment within 14 days. If a person who has been unduly paid does not pay within that period or misses an installment a second time, the entire claim will be handed over to a collection agency without further notice. The extra-judicial collection costs, in accordance with the statutory maximum permitted fee as laid down in the Decree on payment of extra-judicial collection costs [Besluit vergoeding voor buitengerechtelijke incassokosten] or any legislation that comes to replace it, will be borne by the person who had been unduly paid.
8. No demand for repayment will be made once five years have expired since the date on which RVU Metalektro discovered that the benefit had been unduly paid.
9. If there are urgent reasons to do so, RVU Metalektro may waive all or part of a demand for repayment.

Article 14 – Death benefit

1. After the death of the beneficiary, the surviving dependants are entitled to 70% of the early retirement benefit, provided the condition set out in paragraph 4 of this article is met.
2. The benefit referred to in paragraph 1 of this article will be paid from the day following the month in which the beneficiary died until the day on which the deceased beneficiary would have reached his state retirement age.
3. For the purposes of this article, surviving dependants are the partner or child/children of the deceased beneficiary as defined in Article 1 of the prevailing PME pension scheme.
4. The surviving dependants must notify RVU Metalektro in writing of the death of the beneficiary within 8 weeks of the day following the day on which the beneficiary died.

Article 15 – Rules

RVU Metalektro is authorised to adopt any further rules that are necessary for sound implementation. The parties to the collective agreement are also authorised to amend the content of the Early Retirement Scheme by means of an amendment to the Collective Agreement in the Metalektro: Early Retirement Scheme. If the terms of the Scheme have not been amended, any further rules that are adopted must be in accordance with the provisions of the articles of assocation and this Scheme.

Article 16 – Hardship clause

If the provisions of this Scheme lead to unintended or inequitable outcomes in individual cases, RVU Metalektro may make a decision that departs from them and which reflects the intentions of the Early Retirement Scheme.

Article 17 – Dispute

1. The employee or beneficiary who disagrees with a decision made by or on behalf of RVU Metalektro which affects him may request the board of RVU Metalektro in writing to handle the dispute.
2. The dispute must be submitted within six months of the decision being made or within six months of the occurrence of the management action to which the dispute relates. The dispute will not be handled once this period has expired.
3. The board of RVU Metalektro will make a decision in the dispute within six weeks. An employee or beneficiary who disagrees with the board's decision is free to bring legal proceedings before the competent court.
4. If the dispute requires further investigation, the handling of the dispute may take longer than six weeks. In that case, the board will inform the interested party within four weeks of the submission of the dispute and at the same time prescribe a reasonable period within which it expects to be able to handle the dispute.
5. The board's decision on the dispute will be announced in writing and set out the grounds on which the decision was based.

Article 18 – Term

The Scheme will enter into force on 1 January 2022 and end on 31 December 2026.
The Scheme will remain in effect after the end of this period for the resolution of ongoing early retirement benefits.

Declaration of Universally Binding Status

- The majority of the provisions of this collective agreement have been declared universally binding and therefore apply for all employers and employees falling within their scope.
- The parties to the collective agreement have agreed that some provisions will be deemed not to be universally binding and will only apply to organised employers and their employees. The same applies for provisions that the Ministry of Social Affairs and Employment has deemed not to fall under the scope of the Declaration of universally binding status. Provisions of the collective agreement that, by their nature, do not fall under the Declaration of universally binding status include provisions concerning pensions and those not relating to labour matters.
- The decision of the Ministry of Social Affairs and Employment declaring the collective agreement univerally binding specifies which provisions of the collective agreement fall within the scope of the declaration. The decision is published on the websites www.overheid.nl and www.uitvoeringarbeidsvoorwaardenwetgeving.nl.
- The Declaration of universally binding status comes into effect on the day after publication of the aforementioned decision in the Government Gazette or on the date prescribed in the decision and remains in effect until no later than the expiry date of the collective agreement.