



CLA Centrient Pharmaceuticals Netherlands B.V.

1 July 2019 - 1 April 2020



Collective Labor Agreement (CLA)
Centrient Pharmaceuticals Netherlands B.V.
1 July 2019 to 1 April 2020

Centrient Pharmaceuticals Netherlands B.V., having its registered office in Delft,

being the employer party

and

FNV, having its registered office in Utrecht,
Synergo-vhp, having its registered office in Heerlen,

each being an employee party

have entered into the following CLA.

The Dutch version of this CLA prevails.

Table of contents

CHAPTER 1 - GENERAL PROVISIONS	<u>55</u>
Article 1 - Definitions.....	<u>55</u>
Article 2 - Term of the CLA	<u>66</u>
Article 3 - Scope of the CLA.....	<u>66</u>
Article 4 - Deviation from the CLA.....	<u>66</u>
CHAPTER 2 - RIGHTS AND OBLIGATIONS OF THE EMPLOYER AND THE EMPLOYEE..	<u>77</u>
Article 5 - General obligations of the employer.....	<u>77</u>
Article 6 - General obligations of the employee	<u>77</u>
CHAPTER 3 - JOINING AND LEAVING	<u>88</u>
Article 7 - Joining.....	<u>88</u>
Article 8 - Fixed-term contracts	<u>88</u>
Article 9 - Termination of the employment agreement	<u>88</u>
CHAPTER 4 - NORMAL WORKING HOURS AND ACTUAL WORKING HOURS	<u>1040</u>
Article 10 - Normal working hours	<u>1040</u>
Article 11 - Actual working hours	<u>1040</u>
Article 12 - Extra time off.....	<u>1040</u>
Article 13 - Temporary scheme for Older Employees (TOR).....	<u>1144</u>
CHAPTER 5 - REMUNERATION	<u>1242</u>
Article 14 - Job groups and salary.....	<u>1242</u>
Article 15 - Salary review	<u>1242</u>
Article 16 - Acting-up allowance	<u>1343</u>
Article 17 - Promotion	<u>1343</u>
Article 18 - Demotion	<u>1343</u>
Article 19 - Holiday allowance.....	<u>1414</u>
Article 20 - Thirteenth month	<u>1414</u>
Article 21 - Variable remuneration.....	<u>1414</u>
CHAPTER 6 - ALLOWANCES.....	<u>1545</u>
Article 22 - Shift allowance	<u>1545</u>
Article 23 - On-call duty-/ pager allowance.....	<u>1545</u>
Article 24 - Overtime allowance and extra attendance.....	<u>1646</u>
Article 25 – Allowance for displaced hours and temporary redeployment	<u>1747</u>
CHAPTER 7 - HOLIDAY AND LEAVE	<u>1848</u>
Article 26 - Public holidays.....	<u>1848</u>
Article 27 - Holiday	<u>1848</u>
Article 28 - Extraordinary leave	<u>1949</u>
Article 29 - Trade union leave.....	<u>1949</u>
Article 30 - Adoption/foster care leave.....	<u>2020</u>
Article 31 - Social leave	<u>2020</u>
Article 32 - (Short) care leave	<u>2020</u>
CHAPTER 8 - INCAPACITY FOR WORK	<u>2124</u>
Article 33 - Obligations of the employer	<u>2124</u>
Article 34 - Obligations of the employee.....	<u>2124</u>
Article 35 - Continued pay during the first 104 weeks of incapacity for work.....	<u>2124</u>
Article 36 - Breach of supervisory rules	<u>2222</u>
Article 37 - Reintegration.....	<u>2222</u>
Article 38 - Recourse	<u>2323</u>

CHAPTER 9 - PERSONAL CHOICE BUDGET	<u>2424</u>
Article 39 - Personal choice budget	<u>2424</u>
CHAPTER 10 - OTHER EMPLOYMENT TERMS.....	<u>2525</u>
Article 40 - Pension	<u>2525</u>
Article 41 - Pensionable pay elements.....	<u>2525</u>
Article 42 - Health insurance	<u>2525</u>
Article 43 - Own-risk bearer ZW and WGA	<u>2525</u>
Article 44 - Compensation for the deductible in the case of an accident in the workplace .	<u>2525</u>
Article 45 - Anniversary payment	<u>2525</u>
Article 46 - Payment at the end of employment	<u>2626</u>
Article 47 - Death benefit.....	<u>2626</u>
CHAPTER 11 - EMPLOYMENT.....	<u>2727</u>
Article 48 - General	<u>2727</u>
Article 49 - Merger and reorganization.....	<u>2727</u>
Article 50 - Hired workers, temporary workers	<u>2727</u>
Article 51 - Vacancies	<u>2828</u>
Article 52 - Overtime	<u>2828</u>
CHAPTER 12 - TRADE UNION RESOURCES	<u>2929</u>
Article 53 - Employer contributions	<u>2929</u>
Article 54 - Trade union work within the firm.....	<u>2929</u>
Article 55 - Tax-friendly offset of trade union contributions.....	<u>3030</u>
CHAPTER 13 - FINAL PROVISIONS	<u>3134</u>
Article 56 - Transitional provisions	<u>3134</u>
Article 57 - Disputes	<u>3134</u>
Article 58 - Hardship clause	<u>3134</u>
Article 59 - Amendment of the CLA	<u>3134</u>
ANNEX 1 - JOB GROUPS	<u>3333</u>
ANNEX 2 - SALARY SCALES	<u>3434</u>
ANNEX 3 - 2019–2020 PROTOCOL	<u>3535</u>

Chapter 1 - GENERAL PROVISIONS

Article 1 - Definitions

Terms are defined as follows in this agreement:

1. Employer: Centrient Pharmaceuticals Netherlands B.V.
2. Trade unions: the employee parties to this CLA.
3. Employee: a person employed by the employer whose job is classified in job groups C34–C44 as referred to in Annex 1.
Where this CLA refers to *he, she* is also meant.
4. Part-time employee: an employee with whom shorter working hours are agreed on the basis of his employment agreement than for a full-time employee as referred to in Article 10 paragraph 1.
For the part-time employee, the provisions of this CLA apply in proportion to the individual working hours, unless otherwise stated in the relevant articles.
5. Month: one calendar month.
6. Week: one calendar week, starting on Sunday at 00.00.
7. Duty roster: the schedule relating to a period of one or more weeks indicating what shifts the employee should fulfil his job in, on what days, and at what times, and when he has time off.
8. Shift: a continuous period in which the employee, interrupted at most by one or more breaks, performs work between two consecutive rest periods.
9. Day shift: a shift in which work is performed in the period between 07.00 and 19.00, Monday–Friday.
10. Hourly salary: 1/173.33 of the monthly salary assuming a 40-hour working week.
11. Monthly salary: the gross salary as arising from application of the salary scales as referred to in Annex 2.
12. Monthly income: the monthly salary plus the shift allowance (Article 22 including the tapering arrangement), the on-call duty allowance (Article 23), the supplement replacing the duty time payment (Article 56 paragraph 1) and the personal allowance. Excluding overtime, the holiday allowance, and the thirteenth month.
13. Annual income: 12 times the monthly income plus the holiday allowance and the thirteenth month.
14. Public holidays: the national public holidays, being New Year's Day, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, Whit Monday, Christmas Day, Boxing Day, the day set by the government for the celebration of the King's Day, and the national Liberation Day celebrated every fifth 5 May. For the application of this CLA, a holiday runs from 22.00 on the day preceding the holiday until 22.00 on the holiday itself.
15. Partner:
 - The spouse or registered partner of the employee; or

- The person with whom the employee lives and runs a joint household, as evident from the citizens' register, unless the person in question is a blood relative in the first or second degree.

The employee should notify his partner in writing to the HR department to be able to use the relevant schemes.

16. Children of school age: children in primary and secondary education.

Article 2 - Term of the CLA

This CLA comes into force on 1 July 2019 and ends automatically on 31 March 2020 without termination being required.

Article 3 - Scope of the CLA

This CLA applies to all employees as defined in Article 1, point 3.

Article 4 - Deviation from the CLA

This CLA is of the mandatory application type. Deviations in the individual employment agreement that are to the advantage or detriment of the employee are not valid. The employer will notify the content of this CLA and the amendments thereto to the employee.

Chapter 2 - RIGHTS AND OBLIGATIONS OF THE EMPLOYER AND THE EMPLOYEE

Article 5 - General obligations of the employer

1. The employer ensures good working conditions within the business and will look after the interests of the employee in this regard, as befits a good employer. The employer establishes the necessary instructions and rules to this end, makes available safety equipment where necessary, and performs medical monitoring. The employer offers the employee the option to undergo periodical occupational health examinations.
2. The employer will seek a solution with the employee who in the performance of his job demonstrably faces a moral quandary, within reasonable bounds and the scope of normal operations.
3. If the employee suffers a loss in a work context for which the employer is not liable, the employer will assist the employee if the latter so wishes in legal action to recover the loss.

Article 6 - General obligations of the employee

1. The employee will look after the interests of the employer's business as a good employee, even if no express instruction is given to this end. The employee will comply with all rules prevailing within the firm.
2. The employee will carry out all activities he is charged with by or on behalf of the employer to the best of his ability, where such can reasonably be required of him, and will comply with all instructions and rules provided in this connection.
3. In observance of the provisions of the Working Conditions Act, the employee will comply with the instructions and rules given, use the safety equipment made available, and cooperate with the performance of medical monitoring in accordance with the prevailing supervisory rules.
4. The employee may not perform activities for remuneration for third parties or as a sole trader without the prior written consent of the employer.
5. The employee is obliged, both during and after the end of the employment agreement, to maintain full confidentiality concerning everything he learns about the employer's firm or its clients and in respect of which a duty of confidentiality is imposed or which he can reasonably presume to be confidential in nature.
6. Publications and presentations of a technical, commercial, or scientific nature concerning any activity in the employer's firm by or with the collaboration of an employee require the express consent of the employer in advance.

The employer has the exclusive right to the inventions obtained, processes devised, and recipes, manuals, drawings, software, and works manufactured and/or made by the employee as part of his employment, whether or not in collaboration with others. Where necessary, the employee transfers all rights to the employer.

Chapter 3 - JOINING AND LEAVING

Article 7 - Joining

1. The employment agreement is entered into:
 - a. For a fixed term;
 - b. For an indefinite period.

The individual employment agreement states which type the employment agreement is. If it does not, the employment agreement is deemed to be for an indefinite period.

2. When each employment agreement is entered into, there is a mutual probationary period of two months, unless:
 - a. The employment agreement is a fixed-term employment agreement of six months or less, in which case there is no probationary period.
 - b. A shorter probationary period is agreed in the individual employment agreement.

Article 8 - Fixed-term contracts

The following applies in relation to fixed-term employment agreements:

- a. Within two years, a maximum of three consecutive employment agreements may be concluded. Employment agreements are consecutive if they are fixed-term employment agreements occurring in a sequence separated by an interval of six months or less.
- b. If the two-year period is exceeded, on the date this occurs, an indefinite employment agreement automatically comes into force.
- c. If more than three fixed-term employment agreements are concluded within two years, the fourth is automatically deemed an indefinite employment agreement.
- d. If the employment agreement is continued, the terms should be set out under which this employment agreement is due to be continued. This applies only to contracts of six months or longer.

Article 9 - Termination of the employment agreement

1. In the event of summary dismissal and during or at the end of the probationary period, the employment agreement may be terminated with immediate effect both by the employer and by the employee.
2. A fixed-term employment agreement ends:
 - a. Automatically on the calendar date or the last day of the period referred to in the individual employment agreement.
The employer is obliged to notify the employee in writing at the latest one month before the fixed-term employment agreement is due to end automatically of whether or not the employment agreement is due to continue.
This applies only to contracts of six months or longer.
 - b. Through premature written termination by the employee in observance of a notice period of one month.

3. An indefinite employment agreement ends through written notification in observance of the following notice periods:
 - a. The notice period to be observed by an employee in salary scale C34–C38 is one month. The notice period to be observed by the employer in respect of such an employee is two months.
 - b. The notice period to be observed by an employee in salary scale C39–C44 is three months. The notice period to be observed by the employer in respect of such an employee is three months.
 - c. The notice period to be observed by the employer as referred to in a. and b. is reduced by one month if the Employee Insurance Executive Agency (Uitvoeringsinstituut Werknemersverzekeringen, UWV) has granted permission for the dismissal, provided that a notice period of at least one month remains.
4. Both fixed-term and indefinite employment agreements end automatically on the day on which the employee reaches the AOW pension age.

Chapter 4 - NORMAL WORKING HOURS AND ACTUAL WORKING HOURS

Article 10 - Normal working hours

1. An employee with a full-time employment agreement works for an average of 40 hours a week, which equals 173.33 per month.
2. The normal working hours referred to in paragraph 1 are reduced if the following are granted:
 - a. 92 hours of extra time off per calendar year, as referred to in Article 12, and
 - b. If applicable: Older Employees' Relief Scheme hours as referred to in Article 13.
3. Paragraph 2 point a. does not apply to an employee in the 5-shift roster.

Article 11 - Actual working hours

1.
 - a. The employer establishes the employee's actual working hours in observance of the provisions of the Works Council Act, thereby taking account of the employee's personal circumstances, where reasonably possible.
 - b. A duty roster is notified by the employer at least 28 days in advance of the start date to the employees in question.
2.
 - a. The work is organized within the caps set out in the Working Hours Act and the provisions based thereon, unless this agreement indicates otherwise.
 - b. In the establishment of the duty roster, the following provisions are observed equally for full-time and part-time employees:
 1. In principle, employees do not work on Saturday or Sunday, unless the nature of the work or the business circumstances necessitate this.
 2. In principle, the start and end times of the duty lie between 7.00 and 19.00, unless the nature of the work or the business circumstances necessitate other times.
3. Further guidelines are included in the DSPN Personnel Guide, in the chapter *Rosters, overtime, and standby duty*. Substantive amendments to this chapter are made in consultation with the trade unions.

Article 12 - Extra time off

1. The extra time off referred to in Article 10 paragraph 2 point a. is scheduled as follows when the duty roster is being drawn up:
 - a. A minimum of 16 and a maximum of 32 hours may be established by the employer before 1 December of the preceding calendar year in consultation with the Works Council collectively for the firm or by department;
 - b. The remaining hours are established at the initiative of the employee in consultation with the employer.
2. An employee who joins or leaves during the calendar year is entitled to extra time off in proportion to the number of months of employment during the year.
3. An employee who is unfit for work for more than 6 months is entitled to extra time off over the last 6 months of the period of incapacity for work. The employee is entitled to collective extra days off as referred to in paragraph 1 point a.

Article 13 - Temporary scheme for Older Employees (TOR)

1.
 - a. At the request of the employee, the employer grants an employee who is aged 58 or over (paid) TOR hours, provided that the employee uses at least the same number of hours from his accrued leave (holiday hours, extra time off) to shorten his contracted hours in accordance with a fixed weekly or fortnightly pattern. Participation in TOR scheme is permitted unless serious business interests stand in the way thereof.
 - b. The number of TOR hours granted in total equals a minimum of 5% and a maximum of 10% of the agreed contracted hours over four years. If he so wishes, the employee may take these hours in a more staggered fashion from the age of 58 until retirement. After the TOR hours from DSP are exhausted, the employee may continue the scheme entirely on his own account, subject to a maximum of 20% of the agreed contracted hours.
2. TOR hours granted are scheduled in accordance with a fixed weekly or fortnightly pattern. For an employee in the 5-shift roster, scheduling is coordinated with the 5-shift roster. If TOR hours that have been granted and scheduled coincide with public holidays, collective extra time off, or sickness, they lapse. Own leave hours contributed that coincide with public holidays, collective extra time off, or sickness are not deducted from the employee's accrued leave.
3. Further rules governing participation in the TOR Scheme:
 - a. During the scheme period, the number of hours worked per year remains at most the same or is lower.
 - b. During the scheme period, no overtime is worked, in principle. Any overtime hours are taken off in lieu in the current year.
 - c. At the start of a TOR Scheme, a scheme contract is drawn up, setting out the scheme pattern and the dates on which the hours are due to be taken. In subsequent years, this is adjusted where necessary.
 - d. If the employee wants to stop the scheme but keep working, the employment agreement is converted into a part-time employment agreement with at most the number of hours as worked during the operation of the scheme. This is agreed at the latest 3 months before the end of the scheme contract.

Chapter 5 - REMUNERATION

Article 14 - Job groups and salary

1. The jobs of the employees have been classified into 11 job groups on the basis of a job evaluation system. The job groups with the associated job evaluation scores are set out in Annex 1.
2. Each job group is associated with a salary scale. The salary scales are set out in Annex 2.
3. The employee receives written notification of the job group in which his job is classified, the salary scale in which he is classified, and his monthly salary. An employee with a job classified in salary scale C34–C38 furthermore receives written notification of the number of job years applicable.
On joining, the employee generally receives the salary associated with 1 job year or the minimum salary of the scale unless his experience justifies a higher salary or paragraph 4 applies.
4. An employee who does not yet meet all requirements for performing his job may be classified for a maximum of one year into a lower salary scale than that his job has been classified for. The employee receives written notification of the requirements that must still be met and on what date this will be assessed.
5. If an employee objects to his job description or the classification of his job, he may invoke the objection and appeal procedure, as set out in the DSP Personnel Guide.

Article 15 - Salary review

Salary scale C34–C38

On 1 April of each year, the salary of an employee, who is classified in salary scale C34–C38 and has an employment agreement with the employer since 1 July of the previous year, is increased to the next higher amount within the salary scale until the scale maximum is reached.

Salary scale C39–C44

On 1 April of each year, the salary of an employee, who is classified in salary scale C39–C44 and has an employment agreement with the employer since 1 July of the previous year, is reset on the basis of the increase percentages in the following table, but to a maximum of the final salary of the scale for the job or, in the case of an assessment of 4 or higher over the preceding calendar year, to the maximum final salary of the scale.

The increase depends on the assessment and the relative salary position of the employee. The relative salary position is the ratio of the salary of the employee to the final salary for the job, expressed as a percentage. The maximum relative salary position is 103%.

Assessment	Relative salary position			
	< 80.00	80.00–89.99	90.00–99.99	100.00–103.00
Excellent (5)	6.5	6	5.5	5
Very good (4)	5.5	4.5	3.5	3
Normal/good (3)	3.25	2.75	2.5	0
Below average/moderate (2)	1.5	1	0	0
Unsatisfactory (1)	0	0	0	0

Article 16 - Acting-up allowance

1. An employee with a job classified in salary scale C34–C38 who fully discharges a higher job for a minimum of one day or shift receives an allowance for this.
2. An employee with a job classified in salary scale C39–C44 who fully discharges a higher job for a minimum of three consecutive months receives an allowance for this.
3. The allowance per day or shift:
 - In the case of a difference of one job group: 0.22% of the monthly salary;
 - In the case of a difference of two job groups: 0.40% of the monthly salary;
 - In the case of a difference of three or more job groups: 0.54% of the monthly salary.

Article 17 - Promotion

1. An employee who is promoted to a job classified in a higher scale, is classified in the corresponding salary scale at the start of the month in which the promotion took place.
2. In the event of promotion, the increase is as follows:
 - If the new job is classified in salary scale C34–C38: at least 4.3% of the original monthly salary, rounded to the next higher amount within the salary scale;
 - If the new job is classified in salary scale C39 or higher: 7% of the original monthly salary.

Article 18 - Demotion

1. Demotion may take place as a result of:
 - a. Dysfunction on the part of the employee;
 - b. A request by the employee;
 - c. Business circumstances;
 - d. Job re-evaluation.
2. An employee who is demoted to a job classified in a lower scale, is classified in the corresponding lower salary scale from the start of the month following the month in which the demotion to the lower job occurs.
3. In the event of demotion, the new monthly salary equals:
 - The next higher amount within the salary scale in relation to the original monthly salary, if the new job is classified in salary scale C34–C38;
 - The original monthly salary if the new job is classified in salary scale C39 or higher.

However, if the original salary is higher than the final salary of the new salary scale, the salary is reduced to the salary associated with the maximum number of job years (salary scale C34–C38) or the final salary for the job (salary scale C39–C44) of the new scale.

4. In the event of demotion as referred to in paragraph 1 points c. and d., the employee is entitled to:
 - An amount equal to a maximum of 2.5 times the difference between the original and the new annual income. The payment of this amount is spread over 30 months;
 - An amount if the monthly income of the employee 2.5 years after the date of demotion is lower than it would have been had demotion not taken place. This amount is equal to 2.5 times the difference between the annual income at that moment and the annual income that the employee would have earned had no demotion taken place. The payment of this amount is spread over 30 months;

If the situation as described in this paragraph coincides with a situation as described in Article 22 paragraph 4 or Article 23 paragraph 7, application takes place only once.

5. An employee who is 55 or older retains his original salary in the event of demotion as referred to in paragraph 1 points c. and d. Paragraphs 3 and 4 of this article do not apply to this employee.

Article 19 - Holiday allowance

1. The holiday allowance year is equal to the calendar year.
2. The employee is entitled to an 8% holiday allowance on the total of the actual monthly income in the holiday allowance year.
3. Payment of the holiday allowance takes place in May, as an advance to the extent that it concerns calendar months that have not yet elapsed. In addition, the employee may also opt to have the holiday allowance paid monthly and/or to deposit this money in a personal choice budget as referred to in Article 39.
The option for monthly (or annual) payment may be invoked once a year, and the request must be made before 1 January.

Article 20 - Thirteenth month

In January, the employee receives an extra payment of 10% of the total monthly income actually received in the preceding calendar year. The employee may also opt to have the thirteenth month paid monthly and/or to deposit this money in a personal choice budget as referred to in Article 39. The option for monthly (or annual) payment may be invoked once a year, and the request must be made before 1 January.

Article 21 - Variable remuneration

1. Each April, an employee with an assessment of 3 or more for the preceding assessment year receives a payment.
2. The conditions for this payment are that the employee:
 - Joined before 1 October of the preceding year; and
 - Is still in service on 1 January of the year in which the payment is made.
3. The level of this payment, which is proportionate to normal working hours and the number of months in service, is as follows:
 - In the case of an assessment of normal/good (3): 1.7%;
 - In the case of an assessment of very good (4): 2.7%;
 - In the case of an assessment of excellent (5): 3.2%;of the annual income on the basis of the monthly income in the January of the payment year.

Chapter 6 - ALLOWANCES

Article 22 - Shift allowance

1. An employee who regularly works in a shift roster is entitled to an allowance. The shift allowance is as follows:
 - For the SLS 2-shift roster, 12%;
 - For the ZorF day duty operator 2-shift roster, 7.3%;
 - For the 5-shift roster, 30%.

The shift allowance is calculated on monthly salary.

2. An employee in the 5-shift roster who is scheduled to work on a public holiday in accordance with the duty roster receives an allowance of 1.46% of the monthly salary per hour that he works on the public holiday.
3. An employee who is transferred to a day duty job or to a job with a lower shift allowance due to dysfunction or at his own request receives no further shift allowance from the month following that in which the transfer takes place, or the shift allowance associated with his new job. In special cases of a personal nature, the employer may declare that Article 22 paragraph 4 applies.
4. An employee who is transferred to a day duty job or to a job with a lower shift allowance as a result of business circumstances or job re-evaluation is entitled to:
 - A one-off payment of 2.5 times the difference between the original and the new annual income;
 - A one-off payment if the monthly income of the employee 2.5 years after the date of transfer is lower than it would have been had no transfer taken place. The level of the payment is 2.5 times the difference between the annual income on that date and the annual income that the employee would have earned if no transfer had taken place.

If the situation as described in this paragraph coincides with a situation as described in Article 18 paragraph 4, application takes place only once.

Article 23 - On-call duty-/ pager allowance

On-call duty

1. An employee who is under 55 is obliged to work an on-call duty if he is asked to by the employer.
2. During the on-call duty, the employee must be reachable and available to be at the firm on first request at the latest within 30 minutes, unless other agreements are reached concerning the maximum response time.
3. An employee who is obliged to work an on-call duty in accordance with an on-call duty roster established by the employer receives an allowance for this. This allowance is as follows per 24 hours of on-call duty:
 - 8.00 Monday–8.00 Saturday: 1.5%;
 - 8.00 Saturday–8.00 Monday: 2.5%;of the monthly salary as of January of the current year.
4. In deviation from the percentages referred to in paragraph 3, the allowance is as follows in the case of on-call duty:

- On a collective day off scheduled by the employer, as referred to in Article 12 paragraph 1 point a: 2%;
 - On a public holiday: 3%.
5. In deviation from the provisions of paragraph 3, the employee classified in salary scale C42 or higher receives an on-call duty allowance in respect of a maximum of 6 weeks of on-call duty per year, regardless of the number of actual on-call duties he has worked.
 6. For extra on-call duties that the employee works on the instructions of the employer outside the on-call duty roster referred to in paragraph 3, the employee receives an allowance in accordance with the table in paragraph 3. If the extra on-call duty falls on an extra day off as referred to in Article 12, an allowance of 2% applies instead.
 7. An employee who permanently ceases working on-call duties as a result of business circumstances or a job re-evaluation is entitled to:
 - A one-off payment of a maximum of 2.5 times the difference between the original and the new annual income;
 - A one-off payment if the monthly income of the employee 2.5 years after the date on-call duty is halted is lower than it would have been were on-call duty still being worked. The level of the payment is 2.5 times the difference between the annual income at that moment and the annual income that the employee would have earned were he still working on-call duties.

If the situation as described in this paragraph coincides with a situation as referred to in Article 18 paragraph 4, application takes place only once.

Pager duty

8. If the employee is asked during a certain period to be immediately contactable outside his working hours, and this does not take place within the framework of an on-call duty scheme, he is entitled to an allowance of 0.5% of the monthly salary per day that he must be contactable.

Article 24 - Overtime allowance and extra attendance

1. Overtime means the hours worked by the employee on the instructions of the employer outside his own duty roster. An excess of one-quarter of an hour or less is not considered overtime.
2. An employee who is under 55 is obliged to perform overtime for the hours stipulated by the employer.
3. An employee, classified in salary scale C34–C38, is entitled to an allowance for each hour of overtime, just as when the employee works on collective extra days off in accordance with the duty roster, as referred to in Article 12 paragraph 1 point a.

The allowance is as follows:

- a. The allowance per overtime hour worked (rounded to the nearest quarter-hour) consists in payment of 0.61% of the monthly salary. In addition, an overtime supplement applies in accordance with the table below. The level of the supplement depends on the time of the overtime and is expressed in the following table as a percentage of the monthly salary.

	5-shift roster	Other employees
Monday 06.00–Friday 22.00	0.73%	0.36%
Friday 22.00–Saturday 22.00	1.09%	0.58%
Saturday 22.00–Monday 06.00	1.46%	0.73%
Public holidays	2.20%	1.46%

- b. If the employee, to be able to perform the overtime, must make an extra trip to his workplace, he receives an allowance in addition to the overtime pay for this extra attendance. This allowance is 1.07% of the monthly salary per attendance. Reimbursement of the costs of extra home–workplace travel is included in this. The allowance is paid a maximum of 2 times per 24-hour period.
4. An employee, classified in salary scale C39–C41, is entitled to an allowance for each hour of overtime performed at the weekend, on a public holiday, or on a collective extra day off as referred to in Article 12 paragraph 1 point a. The right to an allowance accrues even if the employee is working on a collective extra day off in accordance with a duty roster as referred to in Article 12 paragraph 1 point a.
The allowance is in accordance with paragraph 3 points a. and b.
 5. In deviation from paragraphs 3 and 4, a part-time employee who, on the instructions of the employer, works more hours on a particular day than are stipulated for him in accordance with the duty roster receives an allowance of 0.12% of the monthly salary, if and to the extent that the hours worked remain within the duty roster of the full-time employee.
 6. Time off in lieu in the place of monetary remuneration:
 - a. If the business circumstances so permit, the employee may also opt for time off in lieu in the place of payment of the hourly rate (= 0.61%) in respect of overtime hours. In this case, the employee is entitled to 1 hour of time off in lieu of each hour of overtime. The overtime supplement as referred to in paragraph 3 point a. is always paid in monetary form.
 - b. The date on which the time off in lieu is taken must be established 30 days after the performance of the overtime. The time off in lieu must be taken within 90 days from the performance of the overtime. If this proves impossible, the hourly rate is paid for the overtime (= 0.61%) instead.
 - c. If an employee in the 5-shift roster opts for time off in lieu on Saturday, 0.30% of the monthly salary is retained per hour of free time. If he opts for time off in lieu on Sunday, 0.61% of the monthly salary is retained per hour of free time.
 7. The allowance for extra attendance as referred to in paragraph 3 point b. does not apply if the employee is scheduled on another duty roster as described in Article 25.

Article 25 – Allowance for displaced hours and temporary redeployment

1. Hours are said to have been displaced if an employee, classified in salary scale C34–C38, performs work on the instructions of the employer at times that deviate by at least one hour from his usual duty roster without his normal working hours thereby being exceeded.
For each hour displaced by more than one hour before or after the applicable duty roster, an allowance of 0.30% of the monthly salary is payable.
2. If the normal working hours are exceeded (above 40 hours), the overtime allowance provided for in Article 24 applies. There is then no displacement of hours.

Temporary redeployment allowance

3. An employee, classified in salary scale C34-C38, is said to have been temporarily redeployed if he temporarily performs work on the instructions of the employer on the basis of a different duty roster than his usual one.
If temporarily redeployment takes place, the following allowance is provided:
 - A one-off payment of 2.44% of the monthly salary;
 - A one-off payment of 2.44% of the monthly salary on return to his own duty roster provided that the employee has worked for more than 5 consecutive shifts of 8 hours in his temporary different duty roster.
4. In deviation from the provisions of paragraph 3, an employee from the day duty roster is entitled to the relevant shift allowance if he:
 - Is deployed for a full duty roster (5 x 8 hours) in the 2-duty roster;
 - Is deployed for a half duty roster (3 x 8 hours) in the 5-duty roster.

Chapter 7 - HOLIDAY AND LEAVE

Article 26 - Public holidays

1. On public holidays, employees generally do not work.
2. If an employee is scheduled for activities on a public holiday on the basis of the prevailing duty roster but no work is performed, in accordance with paragraph 1, a proportionate share of the monthly income continues to be paid for the public holiday on the basis of the duty roster.
3. If an employee must perform work on a public holiday in deviation from paragraph 1, he is also awarded hours of leave by way of compensation in addition to the payment of his salary if he actually works on that public holiday.
4. The provisions of paragraphs 1–3 of this article do not apply to an employee in the 5-shift roster. For an employee in the 5-shift roster, the following applies:
 - a. If the employer deems it necessary due to business circumstances for work to be performed on a public holiday with a minimum number of staff, the employer will determine in consultation with the employees at least two weeks in advance which employees need not work. This determination is made in accordance with a rotation schedule. Leave is not granted at the cost of accrued holiday hours of the employee.
 - b. An employee who is scheduled to work on a public holiday but who then hears within two days before the public holiday in question that he does not need to work after all will receive the allowance referred to in Article 22 paragraph 2 for that public holiday as allowance.

Article 27 - Holiday

Accrual of holiday hours

1. The holiday year is the same as the calendar year.
2.
 - a. The employee is entitled to 160 statutory holiday hours and 40 extra-statutory holiday hours per holiday year.
 - b. An employee who is 40 or older is entitled to a number of extra-statutory holiday hours in addition to the holiday hours referred to in a. The entitlement arises at the start of the year in which the age is reached in accordance with the following table:

Age	Number of extra holiday hours
40–44	8
45–49	16
50–54	24
55–56	32
57–58	40
59	48
60	56
61	64
62	72
63 and older	80

- c. An employee who joins or leaves during the course of the holiday year is entitled to holiday hours in proportion to the number of months of employment during the holiday year.
- d. In the case of full incapacity for work, the employee builds up his extra-statutory holiday hours only in the last six months of incapacity for work.

Taking of holiday hours

- 3. a. The times at which the employee takes his holiday hours are set by the employer in consultation with the employee and in accordance with his wishes unless the employer has major reasons preventing this. An employee in the day duty roster or the 2-shift roster can in any case take a continuous period of three weeks of holiday each year. An employee in the 5-shift roster can take at most 12 shifts of 8 hours of continuous holiday in the primary school holidays. Employees with children of school age take precedence in decisions concerning this, but only in respect of the summer holiday period. Deviations are permitted in consultation with the line manager.
- b. An employee makes his wishes known to his manager by means of the electronic leave registration system. The employer informs the employee in writing or by email within two weeks of his request of any major reasons not to permit the holiday to be taken. If the employer does not do this, the holiday is scheduled in accordance with the employee's wishes.
- c. The employee is entitled to take a maximum of two weeks of continuous holiday after the childbirth of his partner.

Article 28 - Extraordinary leave

In the cases referred to below, the employee may take leave whilst retaining his monthly income, provided that he actually takes part in the activity (or activities) referred to below.

A day, as referred to in this scheme, denotes the full normal working hours of the employee in accordance with his duty roster on the day in question.

	Employee	Partner	Parents	Child/partner's child (including foster children and step-children)	Foster parents, step-parents, parents-in-law and grandparents	Brothers, brothers-in-law, sisters, sisters-in-law
Marriage/partnership registration	2 days		1 day	1 day	1 day	1 day
Wedding anniversary party (25/40/50/60 years)	1 day		1 day		1 day	
Partner's childbirth		once the number of working hours per week.				
Adoption	2 days					
Service anniversary (12.5/25/40/50 years)	1 day					
Death/burial		Day of death until the funeral	3 days	Day of death until the funeral	1 day	2 days

Article 29 - Trade union leave

Where business circumstances so permit, the employer will grant an employee leave with retention of monthly income at the request of the trade union the employee is a member of, if the employee:

- Participates as a representative in meetings of the bodies provided for in the articles of association of the trade union, where such meetings are stipulated therein;
- Participates in an educational or training meeting organized by the trade union.

Article 30 - Adoption/foster care leave

If the employee makes use of the statutory right to adoption leave or leave in connection with the permanent admission of a foster child into his family, the employer will continue to pay the monthly income in full for a maximum of 6 weeks.

The employee is obliged to request a payment from the Employee Insurance Executive Agency (UWV) via the employer and to transfer this payment to the employer.

Article 31 - Social leave

1. If the business circumstances so permit, the employer may grant leave with retention of monthly income for activities (extending over several days) which are socially useful (in the opinion of the employer) (for instance acting as a leader at a school camp).
2. The number of leave days as referred to in paragraph 1 equals half of the number of free days required for the activity. For the other half, the employee should take holiday hours or unpaid leave. The employer grants the employee a maximum of 20 hours of social leave per year.
3. The employee requests the social leave from the human resources department, submitting a request to this end from the social organization in question.

Article 32 - (Short) care leave

1. On the basis of the Work and Care Act, the employee is entitled each year to short-term care leave of a maximum of twice the weekly normal working hours for the necessary care of the sick partner, (grand) parents, children (own, adoptive, foster and grandchildren, as well as the children of the partner), brothers and sisters, others who are part of the employee's household and acquaintances with whom the employee has a social relationship. The condition is that the employee is the only one who can provide the sick care. For someone in the hospital, short-term care leave cannot be taken.
2. Leave must be requested from the line manager, who may request further documentary evidence.
3. During the period of short-term care leave, the employer will continue paying 70% of the monthly income. Taking the leave has no impact on the calculation basis for the holiday allowance, the thirteenth month, or the pension premium.
4. In consultation between the line manager and the employee, it may be determined how long-term care leave can be facilitated by buying leave days and/or taking unpaid leave.

Chapter 8 - INCAPACITY FOR WORK

Article 33 - Obligations of the employer

In the case of the incapacity of the employee, the employer is obliged to make efforts toward the employee in question resuming his own job (taking account of his limitations), where necessary with the technical adaptations of the workplace or an adaptation of the organization (a different allocation of duties). In this endeavour, the statutory reintegration tools will be used wherever possible.

If redeployment in the individual's own job is not possible, the employer will make efforts toward redeploying the employee in another job within the business.

If redeployment in a suitable job within the business is not possible, the employer will make every effort to deploy the employee in suitable work outside the employer's business.

Article 34 - Obligations of the employee

In the event of incapacity for work, the employee is obliged to cooperate actively in efforts toward internal or external reintegration.

Article 35 - Continued pay during the first 104 weeks of incapacity for work

1. *Legislation*

If an employee, as a result of sickness, pregnancy, or childbirth, is not able to perform the work stipulated, the employee is subject to the provisions of Article 7:629 of the Civil Code, the Sickness Act, the Work and Care Act, and the Work Incapacity Act, unless otherwise stipulated below.

2. *Statutory continuation of pay during the first period of 52 weeks*

In the event of incapacity for work, the employee will continue to be paid for the first 52 weeks of the statutory period as referred to in Article 7:629 of the Civil Code, at the rate of 70% of the monthly income, up to the maximum of the maximum daily pay applicable to the employee on the basis of the Social Insurance Financing Act.

3. *Supplementary statutory continuation of pay during the first period of 52 weeks*

During the first 52 weeks of the statutory period as referred to in Article 7:629 of the Civil Code, the employee receives a supplement to 100% of the monthly income in addition to the statutory continuation of pay.

4. *Statutory continuation of pay during the second period of 52 weeks*

During the second 52 weeks of the statutory period as referred to in Article 7:629 of the Civil Code, the employee will continue to be paid at the rate of 70% of the monthly income, up to the maximum of the maximum daily pay applicable to the employee on the basis of the Social Insurance Financing Act.

5. *Supplementary statutory continuation of pay during the second period of 52 weeks*

During the second 52 weeks of the statutory period as referred to in Article 7:629 of the Civil Code, the employee receives a supplement to 90% of the monthly income in addition to the statutory continuation of pay during the first 26 weeks of this period and a supplement to 80% of the monthly income in addition to the statutory continuation of pay in the second 26 weeks of this period.

6. *Incapacity for work and working*

An employee who partly works in his own job during the second period of 52 weeks as referred to in Article 7:629 of the Civil Code receives 100% of the relevant proportion of his monthly income per hour worked. In respect of the rest of the hours, he receives the statutory continuation of pay as referred to in paragraph 4 and the supplement thereto as referred to in paragraph 5 of this article.

An employee who works within the framework of reintegration on the basis of occupational therapy is classed as completely unfit for work.

7. *Interrupted periods of incapacity for work*

For the application of the provisions of this article, periods of incapacity for work due to sickness, pregnancy, or childbirth are aggregated if they are consecutive with a break of less than four weeks, unless the incapacity for work cannot reasonably be considered to flow from the same cause.

8. *Extension to the continued pay period*

If, after the statutory period of 104 weeks as referred to in Article 7:629 of the Civil Code, the Work Incapacity Act payment takes effect later by means of a sanction imposed by the Employee Insurance Executive Agency on the employer or if the employer and the employee decide in joint consultation to defer the application for a Work Incapacity Act payment, the continued pay period as referred to by the employer in paragraph 4 is extended by the duration of the delay. This applies also to the supplement that is applied thereto by the employer in accordance with paragraph 5 in the second 26 weeks.

Article 36 - Breach of supervisory rules

The employer is entitled to defer the continued pay and the supplements thereto referred to in this chapter or to refuse the supplement in relation to an employee who does not comply with the rules and instructions applying to him in the case of sickness.

Article 37 - Reintegration

The reintegration process is established in the sick leave policy applicable by the employer.

Refusal to perform suitable work/second opinion

If the employee who is unfit for work refuses an offer to perform suitable work as part of his reintegration and has requested a second opinion, the pay and supplements as referred to in Article 35 or the supplement to an incapacity-for-work payment as referred to in Article 35 will be continued for a maximum of 2 months. If the second opinion is issued later, after the end of the two-month period, and it is established thereby that the employee's refusal was unjustified, the employee will repay the continued pay and/or supplements with retroactive force. Repayment by possible instalments of the pay and/or supplements received without justification will take place in consultation.

The costs of the second opinion are borne by the employer, unless the employee, without the consent of the employer, commissions a second opinion by a non-contracted occupational health doctor.

External reintegration

If the employee who is unfit for work is placed with another employer as part of his reintegration, the employment agreement with the employer thereby being terminated, the employee is entitled to a payment in accordance with the table below, in proportion to the degree of his incapacity for work.

Age on the placement date	Payment
up to 35	0.25 x annual income
36-45	0.5 x annual income
46-49	0.5 x annual income
50-54	1 x annual income

If the employment agreement with the new employer is terminated within six months from the start, the employee is once more entitled to access the services of the reintegration firm hired by the employer.

Article 38 - Recourse

If the employer may claim damages from one or more third parties due to the employee's incapacity for work, the employee will provide the information required to this end.

Chapter 9 - PERSONAL CHOICE BUDGET

Article 39 - Personal choice budget

The employee has the option of exchanging a number of elements of his employment terms (the sources) against other employment terms (the targets). The employee thus has greater freedom of choice, and he may amend these choices periodically.

The sources of the personal choice budget are:

- Money: the thirteenth month and the holiday allowance;
- Time: extra-statutory holiday hours and extra time off.

The targets of the personal choice budget are:

- Extra holiday hours;
- Time savings;
- Extra money.

Days obtained	Number of days per year	Can be taken in the current year?	Expiry date	Buying and paying out days in the current year	In the time savings pot
Extra time off days	9.5	Yes	None	Yes	Yes
Extra-statutory holiday days	5	Yes	None	Yes	Yes
Age-related days	Variable from the age of 40	Yes	None	No	Yes
Days purchased with personal option budget money	Variable with a maximum per target	Yes	End of the current year	No	No

Rules:

- Time sources not used are added to the accrued time savings of the employee after the end of the calendar year in observance of the expiry dates.
- The hours in the accrued time savings do not expire.
- The employee may keep a maximum of 150 days of accrued time savings.
- The accrued time savings must be taken before the retirement date.
- Immediately before the retirement date, a maximum of 30 consecutive leave days may be taken.
- If the employment with the employee is ended other than through retirement, the entire accrued time savings may be paid out or taken as leave, in consultation between the employee and the line manager.
- The purchase of extra holiday hours is possible by taking part in the Temporary scheme for Older Employees up to a maximum of 10 days per year.
- For other leave, a maximum of 10 days per year may be purchased.
- Extra holiday hours purchased must be taken in the current year. The total number of holiday hours may thus not be increased at the end of the calendar year.
- Extra time off and extra-statutory holiday hours from the current calendar year may be sold each month at the latest until December of the current calendar year.
- If holiday hours are bought, the employee should consult with his line manager at least three months before taking them.
- If the employee starts working at least 1 day per week less over at least 1 month, his home-workplace travel subsidy is adjusted.
- When a day is either bought or sold, the value thereof is:
 - 5.49% of 1/12th of the annual income for an employee in the 5-shift roster;
 - 4.86% of 1/12th of the annual income for other employees.
 In this case, the annual income is based on the monthly salary of the January of the current year.

Chapter 10 - OTHER EMPLOYMENT TERMS

Article 40 - Pension

In the employer's firm, the pension scheme provided by Stichting Pensioenfonds DSM Nederland applies, as it prevails at the time in question. Participation in the scheme is mandatory in observance of the provisions of the pension scheme, unless the employer believes that there are major circumstances that stand in the way of this.

In the latter case, it will be recorded in writing that the employer and the employee have not entered into any pension agreement or have entered into a different pension agreement.

The employee is obliged to pay a contribution to Stichting Pensioenfonds DSM Nederland, which is 4.7% of his annual income. The total pension premium is 24%. The employer pays 19.3%.

Article 41 - Pensionable pay elements

The pensionable pay elements within the CLA are:

- Salary;
- Shift allowance;
- On-call duty allowance;
- Holiday allowance;
- Thirteenth month;
- Personal allowance;
- Frozen personal allowance;
- Duty time payment.

The pension accumulation continues during the take-up of short-term care leave and parental leave. The pension accumulation during the parental leave is on the basis of the contractual scope as applied when the parental leave started.

Article 42 - Health insurance

The employee may participate in the collective health insurance concluded by the employer.

Article 43 - Own-risk bearer ZW and WGA

The employer is an own-risk bearer for the statutory benefits of the Sickness Benefit Act (Ziektewet, ZW) and the WGA Regulations (Insurance for partially incapacitated employees)

The premium payable is borne entirely by the employer.

Article 44 - Compensation for the deductible in the case of an accident in the workplace

If an accident takes place in the workplace (as assessed by the employer), the healthcare cost deductible is reimbursed.

Article 45 - Anniversary payment

In the case of uninterrupted employment of 12.5, 25, or 40 years in the service of the employer or his legal predecessors, the employee is entitled to an anniversary payment.

The level of the payment is:

- In the case of 12.5 years of employment: 0.25 times the gross monthly income paid gross;

- In the case of 25 years of employment: 1 times the gross monthly income paid net;
- In the case of 40 years of employment: 1 times the gross monthly income paid net.

Article 46 - Payment at the end of employment

If the employee's employment ends through the attainment of pensionable age, as applicable in the pension scheme rules, he is entitled to a single gross payment. This includes leaving due to invoking an early retirement option provided for in the pension scheme rules. The level of the payment depends on the number of full years of employment of the employee immediately before retirement.

The payment is as follows:

- | | |
|---------------------------------|--|
| - 10–19 years of service: | 0.25 x 1/12 th of the annual income paid gross; |
| - 20–29 years of service: | 0.5 x 1/12 th of the annual income paid gross; |
| - 30–39 years of service: | 0.75 x 1/12 th of the annual income paid gross; |
| - 40–49 years of service: | 1 x 1/12 th of the annual income paid gross; |
| - 50 or more years of services: | 1.5 x 1/12 th of the annual income paid gross; |

Article 47 - Death benefit

In the event of the death of the employee, the next of kin are entitled to a death benefit in observance of the provisions of Article 7:674 of the Civil Code. This payment comprises:

- The monthly income not yet paid up to the date of death;
- The remaining portion of the monthly income of the month of death;
- An additional payment of two times the monthly income.

Chapter 11 - EMPLOYMENT

Article 48 - General

The employer will invite the trade unions at least twice a year to a meeting to inform them about the general course of the business. At this meeting, employment trends in particular will be discussed.

Such a meeting will take place also if the trade unions so request.

Each year, the annual social report will be sent to the trade unions.

Article 49 - Merger and reorganization

1. The employer will take into account the social consequences of a merger, the winding-up of the firm or a division, and/or a major reorganization of the workforce, when taking a decision in this connection.
2. In connection with this, the employer, as soon as the requisite confidentiality allows, will inform the trade unions and the relevant employees of the measures under consideration.
3. The employer will then discuss with the trade unions the measures under consideration and any consequences thereof for the employees or a number of employees. Trade unions are thereby given the opportunity to present their views and thus (possibly) to influence the employer's decision.
4. If consequences for the employees or a number of employees are expected, the employer will draw up an employee welfare plan in consultation with the trade unions, which will indicate what measures are being taken in connection with the consequences.
5.
 - a. The employer will prevent mass compulsory redundancies as far as possible.
 - b. If situations arise that make this unavoidable in the employer's view, the firm will tell the trade unions at an early stage. If it is established in consultation with the trade unions that circumstances have changed such that the employer cannot be held to the agreement as referred to under a, the employer and the trade unions will start talks on the scope of the human resources consequences.

Article 50 - Hired workers, temporary workers

1. The employer will use temporary workers or hired workers only for activities of a temporary nature or if the work to be performed is specialized, and the employer lacks the necessary knowledge and skill in-house. The position of the firm's own workers may not be jeopardized by the use of temporary workers or hired workers.
2. The employer will provide the works council at least twice a year or as often as the latter wishes with information about the degree to which temporary workers or hired workers are used, and why.
3. The employer hires workers only via an employment agency that is a member of the Federation of Private Employment Agencies (ABU) or the Dutch Union of Employment and Temporary Employment Agencies (NBBU) or via an employment agency that demonstrably works to the same standards.

Article 51 - Vacancies

1. If vacancies arise within the firm, the employer will first enable the firm's own employees to apply before initiating a recruitment procedure outside the firm.
2. To improve the transparency of the labour market, the employer will register and deregister all relevant vacancies with the Employee Insurance Executive Agency's (UWV) employment agency and reintegration division.

Article 52 - Overtime

1. Overtime will be kept to a minimum and where possible occasional in nature.
2. If there is a need for overtime that is extensive—in terms either of the number of employees affected or the overtime expected—the employer will consult on this with the Works Council and will also inform the trade unions.

Chapter 12 - TRADE UNION RESOURCES

Article 53 - Employer contributions

The employer provides a contribution in accordance with the agreement concluded between AWWN, FNV Bondgenoten, and Synergo-vhp, in relation to the trade union contribution scheme.

Article 54 - Trade union work within the firm

1. The employer recognizes that the effective operation of a trade union depends in part on interactions with and between the members of the trade union and the opportunities for the trade union to support selected members of the Works Council.

If a trade union so requests, the employer will provide resources to support the maintenance of the relationship with the members of the trade union working in the employer's firm. The normal course of business within the firm may not thereby be hampered.

The resources comprise the following:

- a. Permission to post factual notices for the purposes of trade union work within the firm on the notice boards made available to that end;
 - b. For the purposes of the trade union work within the firm, the employer makes available to a maximum of 5 members of the executive board of a union representative group the number of hours considered necessary, thereby taking into account, amongst other factors, the number of employees who are union members within the firm. The number of hours and the allocation thereof should be the subject of consultation between the executive board of the union representative group and the employer;
 - c. The provision of space—generally outside working hours—for meetings of the trade union on matters concerning the firm;
 - d. The provision of space—only in urgent cases—during working hours for meetings on matters concerning the firm, between members of the executive board of a union representative group and paid officers of the trade union. In these cases, the prior consent of the employer is always required;
 - e. Consent to the executive board of the union representative group to use copying equipment to print factual notices for posting on the boards and for documents for meetings of the union representative group.
2. For the purposes of union work within the firm, the employer and the Works Council draw up a covenant on the allocation of time for the purposes of the activities in connection with co-determination and union work.
 3. The members of the executive board of the union representative group referred to in paragraph 1 may not be disadvantaged in their position on the basis thereof, for example in relation to remuneration and/or promotion. The employer may terminate the employment agreement of an employee who is fulfilling the job of a member of the executive board of the union representative group only if the termination would still have occurred had he not fulfilled the job.

Article 55 - Tax-friendly offset of trade union contributions

An employee who is a member of one of the trade unions that are parties to the CLA may have the trade union contribution he pays to this trade union offset in a tax-friendly way against his gross salary.

Chapter 13 - FINAL PROVISIONS

Article 56 - Transitional provisions

1. An employee who in December 2001 was entitled to a duty time payment is entitled from 2002 onwards to a supplement replacing the duty time payment. This supplement is paid monthly. The supplement forms part of the monthly income and is pensionable. The level of this supplement equals 1/12th of the duty time payment paid in December 2001 and is always increased by the same percentage as the salary scales.
2. An employee who was a member of the premium saving scheme on 18 December 2002 is entitled to a gross monthly payment at the level of the premium he was subject to on 18 December 2002, subject to a maximum of EUR 43.75 per month. This payment does not form part of the monthly income and is not pensionable.

Article 57 - Disputes

1. If a party to this CLA believes that there is a dispute concerning the application of this agreement, he will invite the other parties for further consultation to try to solve the dispute.
2. In the event of a dispute between the employer and the employee concerning the application of the CLA or in connection with his employment agreement, the employee may have himself assisted by a third party in a discussion concerning the dispute with the employer.

Article 58 - Hardship clause

If the employee believes that the application of this CLA is leading to an unfair situation or if special circumstances in relation to the employment agreement of the employee are giving rise to such a situation, he may contact the general complaints board.

Article 59 - Amendment of the CLA

1. Amendment of this CLA during its term is possible only if the parties believe that special circumstances that were not foreseeable at the start of the contract period justify such an amendment.
2. If one of the parties believes such special circumstances are prevailing and, in a letter sent to the other parties by recorded delivery on the basis thereof, requests consideration of an amendment to the CLA, the parties are obliged to enter into joint consultation concerning this.
3. This consultation must be concluded within two months from receipt of the request. If the employer party and the majority of the employee parties would jointly like a different consultation period in the case in question, this consultation period will apply in the place of the aforementioned two months.
4. If no agreement is reached within the prevailing deadline, the party proposing the amendment is entitled to terminate this CLA in observance of a notice period of two months, in a letter sent by recorded delivery to all other parties.

Thus agreed and signed:

Employer party:

Mrs. P. H. M. Groenendijk

HR Director, Centrient Pharmaceuticals Netherlands B.V.

.....

Signed in on

Employee parties:

FNV:

Mr C. Çoban

.....

Signed in on

Synergo-vhp:

Dhr. F. Westerman

.....

Signed in on

Annex 1 - JOB GROUPS

Job classification

Jobs are evaluated on the basis of the job evaluation system ORBA.

New or amended jobs in the job groups from C39 upwards are evaluated on the basis of the Hay job evaluation method.

Jobs are classified into job groups on the basis of the number of points allocated to a job as follows:

C scale/job groups

	ORBA points	Hay points
C34	90–109.5	
C35	110–129.5	
C36	130–149.5	
C37	150–169.5	
C38	170–189.5	
C39		310–369
C40		370–439
C41		440–519
C42		520–620
C43		621–740
C44		741–870

Annex 2 - SALARY SCALES

Salary scales as of 1 July 2019 including the increase of 2.5%
(Amount in EUR per month)

Schalen 34 t/m 38						
Functiejaren	Schaal					
	34	35	36	37	38	
1	1696	1732	2024	2312	2537	
2	1932	1965	2262	2422	2656	
3	2178	2203	2349	2535	2763	
4	2221	2282	2443	2646	2879	
5	2270	2384	2535	2810	2989	
6	2308	2443	2607	2838	3086	
7	2355	2507	2677	2926	3179	
8	2404	2573	2754	3008	3279	
9	2456	2636	2831	3094	3383	
10	2498	2700	2906	3176	3477	
11	2552	2756	2983	3266	3567	
12	2582	2827	3062	3349	3666	
13	2608	2860	3133	3435	3772	
14	2634	2886	3172	3519	3859	
15		2915	3202	3561	3959	
16			3236	3597	4010	
17				3633	4050	
18					4089	
Schalen 39 t/m 44						
	Schaal					
	39	40	41	42	43	44
Minimumsalaris	2917	3241	3846	4823	5971	7494
Functie eindsalaris	4728	5409	6244	7706	9162	11059
Maximum eindsalaris	4869	5571	6432	7937	9436	11391

Annex 3 - 2019–2020 PROTOCOL

General pay increase

The gross monthly salaries will increase with effect from 1 July 2019 by 2.5%.

Social Plan

The DSP Social Plan is adopted unchanged and will be extended until 1 April 2020.

5-PD bonus

Given the situation within this specific part of the labor market, from January 1, 2020, the 5-PD bonus will be introduced for employees working in the 5-shift roster.

The variable bonus amounts to a maximum of € 2,000 per year and is awarded on the basis of predetermined (individual) targets, which are also aimed at production in Delft.

The substantive regulation will be presented to the trade unions in the autumn of 2019. The cycle of assessment of these (individual) targets will coincide with the PDR cycle.

Workload

The parties have made the work agreement that the employer will consult with the Works Council and the departments to identify where and to what extent work pressure is experienced. Depending on the results, an effective approach will be sought in collaboration with the Works Council and the relevant departments.

Career guidance

The parties have made an agreement that within the PDR discussions more attention will be paid to the individual development of the employee, or career guidance. The parties agree that the career of an employee is a responsibility of both employer and employee. If an employee finds it difficult to properly engage in this conversation, opportunities will be offered to train the employee in this. The training offer available at the employer, GoodHabit, may be used for this.

Contribution to a social objective pursued by FNV

DSP is paying a one-off contribution to FNV's International Solidarity Fund.