

Collective labour agreement

Office staff

Collective labour agreement
for the insurance sector
1 December 2009 to 1 June 2011

Notice: No rights can be derived from this English translation of the original text of the 'cao voor het verzekeringsbedrijf (Binnendienst)' which is leading.

Contents

Section 1	General conditions	5
Clause 1.1	Definition of terms	5
Clause 1.2	General conditions	6
Clause 1.3	Joint committee collective labour agreement	6
Clause 1.4	Transitional clause	6
Clause 1.5	Term and amendment of the agreement	6
Section 2	Working relationship	8
Clause 2.1	Appointment and change in group categorisation	8
Clause 2.2	Suspension	8
Clause 2.3	Protection of privacy	9
Clause 2.4	Union activities	9
Clause 2.5	Moving house	10
Clause 2.6	Conscientious objections	10
Clause 2.7	Applicant's position	10
Clause 2.8	Discrimination	10
Clause 2.9	Insurers' Code of Conduct	10
Section 3	Working hours and times	11
Clause 3.1	Working hours	11
Clause 3.2	Working hours transitional schemes for older employees	11
Clause 3.3	Working hours framework	11
Clause 3.4	Overtime	12
Clause 3.5	Shift work	12
Clause 3.6	Holidays	13
Clause 3.7	Bank holidays	14
Clause 3.8	Special leave	14
Clause 3.9	Leave for family responsibilities and informal care	14
Clause 3.10	Leave related to forthcoming retirement	15
Section 4	Rewards	16
Clause 4.1	Classification into salary groups	16
Clause 4.2	Introduction of categorisation system by companies	16
Clause 4.3	Salary scales and salaries	18
Clause 4.4	Compensation for working during the extended working hours framework	18
Clause 4.5	Overtime pay	19
Clause 4.6	Shift work pay	19
Clause 4.7	Holiday bonus	20
Clause 4.8	Annual bonus	20
Clause 4.9	Continued salary payment during sickness	20
Clause 4.10	Benefit on death	22
Section 5	Flexible employment conditions	23
Clause 5.1	Choice system	23
Clause 5.2	Principles of choice system	23
Clause 5.3	Exchanging employment conditions	23
Clause 5.4	Supplementary criteria	23
Section 6	Employment and emancipation	25
Clause 6.1	Employment	25
Clause 6.2	Social policy in the company	26
	Cohesive mobility policy and development	27
Clause 6.3	Employment and training policy	27
	Employment projects protocol	29
Clause 6.4	Emancipation	29
Clause 6.5	On-the-job training	30
Clause 6.6	Schooling and training for 17-year-olds	30

Section 7	Working conditions	31
	Working conditions policy	31
Clause 7.1	Sick leave	31
Clause 7.2	Sick leave supervision and reintegration	31
Clause 7.3	Screens	32
Clause 7.4	Environment	32
Clause 7.5	Telecommuting	32
Section 8	Pensions	34
Clause 8.1	Pensions	34
Clause 8.2	Employee's contribution	34
Clause 8.3	Transitional scheme	34
Clause 8.4	Other provisions	36
Appendix I	Partner other than on the basis of civil marriage or registered partnership	38
Appendix II	Joint committee collective labour agreement regulations	38
Appendix III	A number of guidelines for categorising employees into groups	40
Appendix IV	Salary scales as at 1 March 2010 and 1 February 2011	42
Appendix V	Guideline for formulating a Social Annual Report	44
Appendix VI	Basic pension scheme for the insurance sector	45
Appendix VII	Transitional scheme for 56 years and over; basic pension scheme for insurance sector, former	49
Appendix VIII	Working hours transitional schemes for older employees; transitional scheme for holidays	53
Recommendations		55
Glossary		56

The undersigned:

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

hereinafter referred to as the employers' organisation

and

CNV Dienstenbond, with its registered office in Hoofddorp; FNV Bondgenoten, with its registered office in Amsterdam; De Unie, with its registered office in Culemborg; Beroepsorganisatie Banken Verzekeringen (BBV) and with its registered office in Culemborg

hereinafter referred to as the unions

have entered into the following collective labour agreement as of 1 December 2009.

Section 1 General conditions

Clause 1.1 Definition of terms

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

Employer

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

with the exception of

- Achmea Holding N.V. of Zeist and its affiliated subsidiaries
- insurance companies owned by AEGON N.V. of The Hague
- insurance companies owned by Atradius of Amsterdam
- insurance companies owned by Delta Lloyd N.V. of Amsterdam
- insurance companies owned by ING Groep N.V. of Amsterdam
- insurance companies owned by Loyalis N.V. of Heerlen
- SNS REAAL N.V. of Utrecht
- healthcare insurers applying the Healthcare Insurers' collective labour agreement as of 1 January 1994
- employees employed by a funeral provisions insurer working solely or primarily in the funeral sector

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

Employee

The person carrying out work in the employ of the employer on the office staff of the insurance company in the Netherlands, which must be demonstrated by the employment contract. The employee can only fall under the scope of the Field Workers' collective labour agreement by mutual consent.

Partner

The person with whom the employee has a relationship based on civil marriage, registered partnership or a notarially passed cohabitation contract that fulfils the conditions defined in Appendix I.

Fixed annual salary

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

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

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

EXPLANATION

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

Clause 1.2 General conditions

1. The employer is obliged to comply with the employment conditions defined in this collective labour agreement in respect of his employees.
2. Unless advantage is taken in this collective labour agreement of the opportunity to deviate from the statutory regulations, the applicable statutory conditions in the Netherlands apply to the said employment relationships, even if they are not referred to in the collective labour agreement.
3. The conditions of this collective labour agreement can be deviated from in a sense favourable to employees after consultation between the employer and the unions. This consultation only needs to take place, however, if such deviation concerns large groups or categories of employees.
4. The employment contract entered into between an employer and an employee and standing employment conditions or work instructions formulated by the employer may not include any conditions in contravention with this collective labour agreement on pain of nullification.

Clause 1.3 Joint committee collective labour agreement

1. Differences in interpretation of this collective labour agreement between an employer and an employee or between the employers' organisation and any of the unions can be submitted to the Joint committee collective labour agreement.
2. The committee's composition and way of working are determined in separate regulations (Appendix II to this collective labour agreement).
3. When a collective labour agreement clause includes the possibility of dispensation, the committee will deal with any requests in that respect. This clause does not include dispensation requests regarding Section 8 or the associated Appendices VI and VII (pensions), for which a special dispensation committee (as defined in Appendix VI) is appointed.

Clause 1.4 Transitional clause

Legally applicable salaries and other employment conditions that deviate favourably for the employee from the conditions of this collective labour agreement other than pursuant to a previous collective labour agreement remain in force on the understanding that no agreements have been made by the parties regarding the deviating conditions favourable to the employee in Section 8 and Appendices VI and VII of this collective labour agreement.

Clause 1.5 Term and amendment of the agreement

1. The agreement is entered into for a term of 18 months commencing on 1 December 2009.

-
2. If the government takes measures during the term of the agreement concerning salaries and other employment conditions that prejudice this contract, the parties will reopen negotiations.

Section 2 Working relationship

Clause 2.1 Appointment and change in group categorisation

1.
 - a. In general, employees will be appointed on the basis of a contract for an indefinite period.
 - b. No employment contract for a definite term will, in principle, exceed a period of one year.
 - c. An employment contract for a definite period can be extended one time for a maximum total period of three years minus one day, without prior notice being required for its termination.
 - d. When the employment contract referred to in subparagraph b is continued after this period otherwise than in accordance with what is defined in subparagraph c, or when an extended employment contract as defined in subparagraph c is continued, the last employment contract is deemed to be entered into for an indefinite period.
 - e. The employer will supply the works council with an overview of the nature and scope of temporary employment contracts twice a year. This will include a written explanation of the grounds for these temporary appointments.
2. The employer will supply the employee on appointment with written confirmation, stating the following (without prejudice to what is defined in article 7:655 of the Dutch Civil Code):
 - a. that the employee will be working in an office and the applicable collective labour agreement
 - b. the date of appointment and commencement of work
 - c. if a trial period has been agreed: the duration of the trial period
 - d. in the event of appointment for a definite period as referred to in paragraph 1 subparagraph b and in the event of extension as referred to in paragraph 1 subparagraph c: that it is an employment contract for a definite period and the duration of this employment contract
 - e. The salary and salary group if the employee is categorised into one of the groups defined in clause 4.1 or confirmation that the person in question is categorised above the groups referred to in clause 4.1.
3. In principle, the statutory notice periods apply to the employment contracts. A longer notice period can be agreed in writing with the employee (a maximum of six months). In that case, the same period applies to the employer, on the understanding that the employer applies at least the notice period stipulated by law for employment contracts of five years or longer.
4. On appointment, the employee receives a copy of the collective labour agreement and of the existing internal regulations applicable to the person in question. In the context of this clause, 'receives a copy of the collective labour agreement' is equated with the possibility for the employee to examine the conditions of this collective labour agreement and existing internal regulations by electronic means.
5. The employer will supply any employees already in service when this collective labour agreement comes into force with a copy of the collective labour agreement and the internal regulations referred to in paragraph 4. In the context of this clause, 'receive the collective labour agreement and the internal regulations' is equated with giving the employee the opportunity to examine the conditions of this collective labour agreement and any internal regulations by electronic means.
6. In the event of a change of group categorisation, the employer gives the employee written notification stating the new salary group or stating that the employee in question has been categorised above the groups referred to in clause 4.1, plus the new salary.

Clause 2.2 Suspension

1. The employer can only suspend the employee when he suspects him of such a serious offence that, after investigation, this could lead to immediate dismissal as defined in article 7:678 of the Dutch Civil Code.

2. Such suspension can only be for a period of a maximum of 14 days on full pay.
3. If the suspicion that led to suspension proves to be incorrect, then verbal and written vindication of the employee will follow. The content and method of vindication will be decided in consultation with the employee.
It must be possible for anyone who may be aware of the suspension in any way to take cognisance of that vindication.

Clause 2.3 Protection of privacy

Every employee has the right to inspect his personnel file, as provided for in the Personal Data Protection Act.

Clause 2.4 Union activities

1. *General*
 - 1.1. To ensure efficient communication and consultation of a union that is party to the collective labour agreement with employees of a company who are members of that union, agreements are made and procedure rules agreed (at company level) concerning the allocation of facilities by the company.
 - 1.2. If a union has chosen a formal organisational form for its activities within the company, it will promptly inform the company management, announcing the composition of that body.
 - 1.3. Facilities for the unions in the company related to communication and consultation, on one hand between the body referred to in 1.2. and the members of the union in the company and, on the other, between that body and the union management.
 - 1.4. The union management has access to the company within the context of regulated contact with the company management agreed beforehand.
 - 1.5. The contact between the company management and its representatives and the union takes place via the union management.
2. *Facilities*
 - 2.1. The allocation to and use of facilities by the unions within the company relate to:
 - a. providing designated areas for publication facilities, for:
 - making announcements of a businesslike and informative nature with regard to the company or the sector
 - representatives or contact persons
 - announcing union meetings
 - publishing summarised reports of such meetings
 - nominating members of the Works CouncilThe company's internal mail system will be available for the above where appropriate
The company management will be supplied with a copy of any announcements and reports to be published
 - b. making meeting time and a meeting place available in the company for the executives of the unions in question, to be concretised individually by each company (executives means the management members of a company member group)
 - c. making a meeting place available in the company outside office hours for meetings of the union executives with the members of the union in the company. If circumstances permit within the company, a meeting place can also be made available during the lunch break.
 - d. the use, when necessary, of the company's internal mail service for distributing addressed documents to the union representatives or contact persons.
 - 2.2. The union activities and the allocation and use of facilities for that purpose may not disturb the proper course of affairs within the company.

3. *Protection of union representatives*

- 3.1. The union representative is someone working in the company, who fulfils an executive or representative function in the context of his union and of whose capacity the union notifies the company management in writing.
- 3.2. The company management ensures that the union representative's position as an employee is not prejudiced by his union activities. The mutual compliance with the rights and obligations ensuing from the employment contract shall not be affected by his functioning as a union representative.

4. *Union Dues*

Where possible, employers will cooperate in the tax-friendly payment of the union dues.

Clause 2.5 Moving house

When an employee moves house at the request of the employer the employer shall bear the usual costs of transport and the costs of telephone connection and, in accordance with the principles of reasonableness and fairness, establish a contribution to all other necessary costs incurred by the employee in the context of the move.

Clause 2.6 Conscientious objections

If an employee has founded conscientious objections to carrying out specific tasks, he can inform the employer of such and request exemption from carrying out such tasks. In handling this request, the employer shall observe the principles of the *Stichting van de Arbeid* <Joint Industrial Labour Council>, as set out in its 'Memorandum on conscientious objections in working relationships; a guideline for companies' dated 4 July 1990 (publication number 3/90).

Clause 2.7 Applicant's position

1. If an applicant takes part in an examination at a psychotechnical agency in the context of a job application, the person in question has the right to be informed of the advice given concerning him before it is supplied to the employer. The person in question has the right to withdraw as an applicant following the advice and prevent the advice from being sent to the employer/principal.
2. The companies will observe the Dutch Social Economic Council's Recommendation concerning recruitment and selection dated 23 October 2006 in respect of job applicants.

Clause 2.8 Discrimination

The employer shall give employees of equal merit equal job opportunities and equal opportunities within the company.

Clause 2.9 Insurers' Code of Conduct

The parties attach great importance to the significance of the Insurers' Code of Conduct of September 2002 for their own employees. The code sets out the basic standard for socially responsibly business policy.

Employers are aware that the basic standards of reliability, professionalism, solidarity, social responsibility and transparency largely determine the desired forms of conduct within the companies.

The parties recommend informing all existing and new employees in this respect in a systematic, structured fashion.

Section 3 Working hours and times

Clause 3.1 Working hours

1. The annual working hours are 1976 hours.
2. The employee with 1976 hours and the employer can agree that 104 hours more or fewer are worked annually in return for a proportional amendment of the employment conditions in the collective labour agreement related to working hours (salary, holiday bonus, annual bonus, pension and, in the case of reduction, holiday entitlements). In those cases, the individual company's regulations will not be adapted to the amended working hours.
3. The employee can request to qualify for shorter working hours (part-time work, other than referred to in paragraph 2). In that case, the working hours applicable to that employee are determined in accordance with clause 3.3, paragraph 5. The considerations in the Working Hours Amendment Act apply correspondingly to requests for part-time work or amendment of the already existing part-time work.

Clause 3.2 Working hours transitional scheme for older employees

The transitional scheme detailed in appendix VIII applies to employees who were born before 1 January 1955 and who were employed by the company on 1 January 2010.

Clause 3.3 Working hours framework

1. The working hours applied by the employer are:
 - during the normal working hours framework:
Monday to Friday between 07.00 hours and 19.00 hours and during the extended working hours framework:
 - Monday to Friday between 19.00 hours and 21.00 hours and
 - Saturday between 08.00 hours and 17.00 hours.
2. Within the legal possibilities and based on the applicable working hours in the company, systems of sliding or variable working hours can be introduced after consent from the representative consultative body. If wished, this can include shifting hours within a particular period.
3. In already existing systems of sliding or variable working hours, if the employer wishes, the start and end times can be adjusted to the limits of the normal working hours framework. Consent from the representative consultative body is required for any further change to the system.
4. The further scheduling of working hours (within both the normal and the extended working hours frameworks) within the company and for the individual employee with 1976 working hours annually can be set out in timetables determined in consultation with the representative consultative body with due observance of the applicable statutory conditions.
5. The working hours applicable to the individual (part-time) employee are agreed in consultation between him and his employer.
6. In determining the individual working hours, the service provided to the client, the company running properly and the preservation of jobs are the main focus. The preference of the employee will be complied with wherever possible. If this is not possible or useful from an organisational point of view, this will be clearly explained to the employee, so he can focus on another preference. Hours during which the employee does not work will be scheduled as recognisable free time.

7. When timetabling work to be carried out during the extended working hours framework, the employer should take any family responsibilities the employee may have into account.
8. Unless an employee has been specially employed to carry out work during the extended working hours framework, he cannot be obliged to allow himself be timetabled for more than six evenings after 19.00 hours and one Saturday within a period of three weeks.

Clause 3.4 Overtime

1.
 - a. Overtime is work carried out on the instructions of the employer outside the working hours applicable to the employee. Work required to finish the normal daily tasks of a duration of no more than around half an hour is not considered to be overtime. If that work takes more than half an hour, then that first half hour is also treated as overtime.
 - b. The employer shall attempt to limit overtime as far as possible.
2. When it is in the interest of the company, the employer can oblige the employee to work overtime but for no more than a maximum of 6 hours a week, or 30 hours per quarter. When imposing the obligation to work overtime, any family responsibilities the employee may have shall be taken into account.

Employees will be exempt as far as possible from the obligation to work overtime if their individual workload capacity gives cause for that. The workload capacity will have to be determined by the occupational health and safety doctor.

3. For employees with a domestic, driving, maintenance, cleaning, surveillance or similar task, the employer is not obliged to adhere to the conditions of this clause. In that case, he can organise the overtime remuneration in another way. For employees on the office staff who nevertheless carry out a significant proportion of their task in the field, the employer is not obliged to adhere to the conditions of this clause, either. In that case, he can organise the remuneration in another way.
4. If the meal break is between the end of the normal working hours and the beginning of overtime and if the overtime will take at least two hours the employer shall provide a reasonable remuneration for the costs of a meal, unless he supplies this meal himself.
5. If reasonably possible, the employee shall be informed of the overtime to be worked before 12.00 hours.
6. The employer will supply the works council with an overview twice a year of the number of hours overtime worked in the company over the past six months.

Clause 3.5 Shift work

1. Shift work is given to mean: work carried out by two or more groups of employees in accordance with a certain rotation system.
2. Employees will be exempt as far as possible from the obligation to work in shifts if their individual workload capacity gives cause for that. The workload capacity will have to be determined by the occupational health and safety doctor
3. In the case of 2 of 3 shift systems, in principle no shifts will be worked on Saturdays outside the extended working hours framework as defined in clause 3.3, paragraph 1, on Sundays or on generally acknowledged bank holidays.
4. Employees working in shifts who work overtime immediately following or immediately prior to the working hours set for any shift will be paid the fixed overtime rate as defined in clause 4.5. The fixed hourly wage is used as the basis for calculation.

5. An area separated properly from the working place will be made available for employees working shifts where they can take their breaks during working hours.
6. If a hot meal is necessary, a reasonable remuneration is given for any extra costs incurred in that respect.
7. The consent of the works council is required for establishing a shift scheme.

Clause 3.6 Holidays

1.
 - a. An employee with 1976 working hours or more is entitled to 200 hours of holiday per calendar year.
 - b. Article 3.6.1.a does not apply to employees who were already employed with an employer to which the collective labour agreement for the insurance sector (office staff and field workers) applies on 1 January 2010. The transitional scheme referred to in appendix VIII applies to these employees.
2. If an employee is appointed in the course of the calendar year, for that year he is entitled to a proportionate part of the number of holiday hours defined in the first paragraph. Less than half an hour will be rounded up to half an hour and more than half an hour up to a whole hour.
3.
 - a. If an employee leaves the company in the course of the calendar year, for that year he is entitled to a proportionate part of the number of holiday hours applicable to him. Less than half an hour will be rounded up to half an hour and more than half an hour up to a whole hour. The employee is entitled to have the holiday hours due paid out in lieu. Any excess holiday hours taken will be deducted from the salary.
 - b. Employer and employee can agree to pay out holiday hours above the statutory entitlement in cash.
4. Of the total number of holiday hours, a holiday of at least three calendar weeks can be taken consecutively.
5. If his partner gives birth, the employee is entitled to use his holiday entitlement.
6. The employer is entitled to designate one day as a collective holiday no later than 1 February of the year in question, which is deducted from the holiday hours in the employee's individual timetable for that day.
7. Employees with a part-time employment contract are entitled to the holidays defined in paragraph 1, in proportion to the number of holiday hours for employees with 1976 working hours.
8. If the employee becomes occupationally disabled during the holiday, the employee retains the right to the consequent holiday entitlements missed, as long as he informs his employer without delay of his occupational disability and has adhered to the regulations in that respect. These include consulting a doctor and producing a medical certificate concerning the nature and duration of the sickness.
If, in exceptional cases, it is not possible to obtain such a medical certificate, the nature and duration of the sickness can, for example, be determined from the invoices for medical treatment. The employer decides how replacement holiday entitlements should be taken, after consultation with the employee.
9. If an employee has reported sick twice in one calendar year, the entitlement to the number of holiday hours is reduced by 4 hours each further time he reports sick, up to a maximum of 40 hours. For employees with a part-time employment contract the entitlement is reduced pro rata.

The employee nevertheless retains the right to take at least the holiday entitlement determined by law.

A hardship clause applies to employees suffering from a chronic illness who are absent frequently for that reason.

Two consecutive periods of sickness within four calendar days apply as one case of sickness in this context.

Clause 3.7 Bank holidays

1. The following days are not treated as working days:
 - New Year's Day
 - Good Friday
 - Easter Monday
 - Ascension Day
 - Whit Monday
 - Christmas Day and Boxing Day
 - The Queen's Birthday
 - 5 May once every five years (from 1995)
2. Employees who are members of an acknowledged non-Christian religious community can take unpaid leave for the relevant religious festivals up to a maximum of three days per calendar year.

Clause 3.8 Special leave and informal care

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

Clause 3.9 Leave for family responsibilities and informal care

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

1. Female employees are entitled to the statutory maternity leave on the understanding that the payment is related to their applicable gross salary.
2. Employees adopting a child or permanently assuming the care and upbringing of a foster child are entitled to the statutory adoption leave on the understanding that the payment is related to their applicable gross salary.

3. After his partner gives birth, an employee is entitled to the statutory paternity leave. From 1 January 2010, this leave is no longer deducted from the holiday entitlement accrued by the employee as defined in clause 3.6.
4. Employees are entitled to the statutory emergency leave when necessary. From 1 January 2010, half of this leave taken for emergency purposes is deducted from the holiday entitlement accrued by the employee as defined in clause 3.6.
5. The employee can claim the statutory short-term care leave if necessary to care for a sick partner, resident child or own parent. During this short-term care leave, 100% of the applicable gross salary is paid, as from 1 January 2010.
6. The employee can claim the statutory parental leave. The taking of staggered leave is according to statutory regulations. Employees taking advantage of statutory parental leave are entitled to return to their former function afterwards on the basis of the originally agreed working hours. During parental leave, employees remain members in the pension scheme and may continue to participate in the personnel scheme as if their working hours had not changed.
7. The employer shall give the employee the opportunity to take unpaid leave for a maximum of six months to care for a seriously ill partner, (foster) child or (foster) parent or in order to provide informal care to extended family members or friends.
The employee shall, in principle, remain working in his current function for at least 20 hours a week during that period, unless the employer and employee agree otherwise.
The employee continues to participate in the pension scheme during the period of care leave, based on the pension basis immediately prior to the care leave.

Clause 3.10 Leave related to forthcoming retirement

In the year prior to the year of his retirement, the employer provides the employee with the opportunity to take four days extra leave with full pay for attending courses to prepare for the forthcoming retirement. The costs of attending these courses are reimbursed to a maximum of 1,000 euros, provided that the course takes place in the Netherlands and is organised by a certified and recognised training institute.

Chapter 4 Rewards

Clause 4.1 Classification into salary groups

1. Newly appointed employees under the age of 23 can be categorised into group J.
2. For the application of the collective labour agreement the employees are, incidentally, categorised according to the nature of the work they primarily carry out, if they are not categorised higher than group 4:

Group 1:

Employees who carry out work consisting solely of simple, repetitive tasks of the same character for which no or no particular professional knowledge is required.

Group 2:

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

Group 3:

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

Group 4:

Employees who carry out work requiring extensive and/or more specialised professional or commercial knowledge and where a greater degree of management is required.

A number of guidelines for categorising into groups have been attached to the collective labour agreement as Appendix III.

Clause 4.2 Introduction of categorisation system by companies

Parties have agreed that in companies with at least 100 employees a system for categorising functions to determine the maximum reward per function will apply. The conditions in this clause apply to this system. The system will apply to all employees covered by the scope of the collective labour agreement. For companies with fewer than 100 employees, in the absence of a categorisation system, the Appendix of scales/categorisation criteria attached to the collective labour agreement applies. If a company with fewer than 100 employees decides to use a categorisation system, it will be done based on the procedure below.

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

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

System for categorising functions

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

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

- public

- reliable/consistent where results are concerned

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

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

Dealing with objections

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

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

The employer retains the final say regarding the function categorisation. If the employer deviates from the appeal body's unanimous advice, he will give written reasons for his decision. The employer and the works council can also decide to institute external appeal proceedings.

Transitional regulations

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

Guarantee on the introduction of a new categorisation system

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

Guarantee on the introduction of a new reward system

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

Existing categorisation system

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

Clause 4.3 Salary scales and salaries

Salary scales

1.
 - a. The employer is obliged to pay the employees with 1976 working hours a year who are categorised into one of the groups defined in clause 4.1 salaries based on salary scales attached as Appendix IV to the collective labour agreement.
 - b. The salary scales show the amounts to be received by the employees, without deduction of income tax or other amounts to be withheld from the salary by the employer pursuant to government regulations.
 - c. The employees must be salaries at least in accordance with the minimum salaries according to their years of experience (for youth scales: age) and the group in which they are placed. Years of experience before the age of 23 do not count (for the application of this paragraph).
 - d. The employees may each be salaried individually above the maximum average salaries in accordance with their years of experience (for youth scales: age) and the group in which they are placed. The employees of one group may together be paid no more than the sum of the maximum average salaries applicable in accordance with their years of experience. This calculation will be formulated for employees aged 23 and over.
 - e. The salary scales apply to employees with a part-time employment contract according to that applicable to employees who work 1976 hours a year in proportion to the number of working hours per year agreed with them.

Salaries

2.
 - a. The salaries and salary scales applicable on 28 February 2010 will be increased structurally as of 1 March 2010 by 0.9%.

The salaries and salary scales applicable on 31 January 2011 will be increased structurally as of 1 February 2011 by 0.5%.
 - b. The salaries for employees in the youth scales are determined on the basis of age. The change is implemented in the payment period in which the employee's birthday falls.

Clause 4.4 Compensation for working during the extended working hours framework

(Monday to Friday between 19.00 hours and 21.00 hours and Saturday between 8.00 hours and 17.00 hours)

1. Employees specially employed for carrying out work within the extended working hours framework are awarded the following bonus:
 - a. For the first five working days of the week for the hours within the extended working hours framework: 15% of the normal hourly rate
 - b. On Saturdays for the hours within the extended working hours framework: 25% of the normal hourly rateTo determine the normal hourly rate as referred to in this paragraph the fixed annual salary should be divided by 1976. For employees who work fewer than 1976 hours a year, the normal hourly rate is determined in a similar way once the applicable salary has been converted into the salary applicable for 1976 working hours.
2. If an employee, other than defined in paragraph 1, carries out work within the extended working hours framework in accordance with his contract, he is awarded a bonus:
 - a. for the first five working days of the week for the hours within the extended working hours framework: 25% of the normal hourly rate
 - b. on Saturdays for the hours within the extended working hours framework: 35% of the normal hourly rate

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

Clause 4.5 Overtime pay

1. Overtime is paid as follows:
 - a. for the first five working days of the week the normal hourly rate plus 25% is paid for the overtime hours within the normal working hours framework (from 07.00 hours to 19.00 hours)
 - b. for the hours following those referred to in subparagraph a and falling within the extended working hours framework (from 19.00 hours to 21.00 hours) the normal hourly rate plus 40% is paid
 - c. for the hours in the first five working days of the week prior to the normal working hours framework (from 00.00 hours to 07.00 hours) and for the hours following those referred to in subparagraph b and falling outside the extended working hours framework (from 21.00 hours to 24.00 hours) the normal hourly rate plus 50% is paid
 - d. on Saturdays for the hours falling within the extended working hours framework (from 08.00 hours to 17.00 hours) the normal hourly rate plus 60% is paid
 - e. on Saturdays for the hours from 00.00 hours to 08.00 hours and the hours from 17.00 hours onwards, on Sundays and on the bank holidays referred to in clause 3.7, paragraph 1, the normal hourly rate plus 100% is paid
 - f. to determine the normal hourly rate as referred to in this paragraph the fixed annual salary should be divided by 1976. The minimum hourly rate for overtime not included in the bonus referred to in a to e calculated for this remuneration is equal to the applicable minimum salary for employees with no years of experience in the collective labour agreement salary scale group I, divided by 1976.
Purely and simply because a different method for determining the hourly rate applied in the collective labour agreement for April 1998 – April 2000, the (minimum) hourly rate determined in this way for calculating overtime is increased by 12%.
2. Unless special company circumstances prevent as much, the employee can take the overtime hours as free time instead of payment. This free time must be taken before the end of the following quarter. The overtime bonus referred to in paragraph 1 is then not paid out in either money or free time.

Clause 4.6 Shift work pay

1. Employees working in shifts receive compensation consisting of: either a shift bonus in the form of a bonus on top of the fixed salary, or a reduction in the normal working hours applicable for the company or a combination of the two.
2.
 - a. If the employee is sick, the benefit based on article 7:629 of the Dutch Civil Code/clause 4.9 of this collective labour agreement will be increased by the shift bonus applicable directly before the employee became sick.
 - b. For employees who became sick before 1 January 2004 and to whom the Occupational Disability Insurance Act (and underlying law and legislation) applies, what is defined in clause 4.6, paragraph 2, of the collective labour agreement 2003-2004 applies.
3.
 - a. If an employee working shifts is, for organisational or health reasons, placed in another function for which no shift bonus applies, if this entails any reduction in income a phasing-out arrangement will be implemented.
 - b. This arrangement will extend over a period equal to the time the employee has worked in shifts but up to a maximum of 4 years. Part months will be rounded up to full months. The phasing out will take place in monthly instalments. If, during the period in which the employee worked shifts, the shift bonus is changed, if the phasing-out regulation has been implemented then the average shift bonus received over the last 13 weeks prior to termination of the shift work applies.

- c. In the event that an employee requests to be exempt from shift work for reasons other than those referred to in paragraph a., the employer will make every effort to, along with the employee, look for an alternative position that does not involve shift work.

Clause 4.7 Holiday bonus

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

Clause 4.8 Annual bonus

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

Clause 4.9 Continued salary payment during sickness

General

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

What is defined in this clause does not apply to employees who became sick before 1 January 2004. What is defined in clause 4.9 of the collective labour agreement 2003-2004 applies to them.

First and second year of sickness

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

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

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

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

Clause 4.10 Benefit on death

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

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

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

Section 5 Flexible employment conditions

Clause 5.1 Choice system

If he so wishes, the employee can (partly) use a number of the employment conditions applicable to him as a source for other employment conditions applicable to him as a target via a choice system implemented within the company.

Clause 5.2 Principles of the choice system

The system the employer implements will comply with the following principles:

- designation of the employment conditions that can be used as a source and the (related) employment conditions that can serve as a target, based on hour value calculation and conversion factors from money to time and vice versa
- maximisation of the scope of designated sources and targets
- (if necessary) establishing preconditions for the system based on business economic and organisational reasons
- definition of choice moments and applicable terms
- the choice menu should, in principle, be annual
- definition of who can participate in the system when and who can designate sources and or use targets
- any further objective criteria and preconditions within which the exchange is to take place
- the system should take statutory provisions into account
- social security provisions are excluded from this system
- the employee is free to take advantage of any choice option offered within the established system and the employee should be informed beforehand of the possible consequences of any choices for the social insurances and other employment conditions
- the employer provides the employee with as full a picture as possible of the choices possible within the choice system and their consequences. The employer informs the employee of such when he commences employment. At least once a year, the employer shall remind the employee of the possibility to make choices within the choice system
- the system is established with the consent of the representative consultative body

Clause 5.3 Exchanging employment conditions

The system should include at least the following elements:

- using saved working hours (at 104 hours a year) as a source for money (salary raise)
- using salary as a source for (104 hours) reduction in working hours as a target

It is also advisable to include as a possible target the possibility to make supplementary deposits in a life course saving scheme or individual pension contributions within the tax options. Individual pension contributions can be made within the framework of the company pension scheme or through an individual pension gap insurance.

Clause 5.4 Supplementary criteria

- For conversion factors for sources and targets for exchanging time and money, the principle for collective labour agreement sources is that one saved day costs 116.33% and that further agreements can be made with the representative consultative body regarding the conversion of payments peculiar to the company.
- For employees who saved long-term leave up to 31 December 2005 to use for in exchange for money, when they take this time off they remain members of the pension scheme and may continue to participate in the personnel scheme as if their working hours had not changed. On returning from long-term leave they are also entitled to resume their former function or an equal function.

- If, as the result of exchanging employment conditions, the working hours are extended or reduced the collective labour agreement employment conditions related to the working hours (salary, holiday bonus, annual bonus, pension and, on reduction, holiday) will be adjusted proportionally. In those cases, the individual company's regulations will not be adapted to the adjusted working hours.

- The employee is entitled to take the extra reduction in working hours in whole days related to the length of the normal working day at the company and the working hours agreed with the employee(s). In accordance with the Working Hours Act, the working hours will not, in general, be longer than 9 hours a day. Unless the employee and his superior have made other agreements in this respect, the employee is entitled to one whole day every four weeks. As long as the company has allowed for this within the preconditions of the relevant choice menu (when company organisational and business economic reasons do not dictate otherwise), it is possible to divide a working week of 36 hours into a timetable of 4 times 9 hours.

Section 6 employment and emancipation

Clause 6.1 Employment

1. *Agreements regarding individual companies*
 - a. Proposed activities or developments that entail significant consequences for employment in a quantitative or qualitative sense or an impairment of the existing legal position of a group or category of employees will be reported promptly to the unions without prejudice to the rights of the Works Council.
 - b. The report should be made at such a time that meaningful consultation regarding the proposed activities is possible before proceeding with execution. Meaningful is given to mean, in any case, the possibility for the unions to consult their members.
 - c. The information supplied by the company should provide the unions and the Works Council with insight into the motives for the proposed activities, their nature, scope and place and any expected effect on jobs and/or the consequences for the employees' existing legal position.
 - d. An effort will be made to prevent or limit as far as possible any negative consequences for individual employees by agreeing a social plan/social paragraph with the unions. Forced redundancies will also be prevented as far as possible.
 - e. If a social plan is formulated, it will include agreements with regard to the following, for example:
 - information provision during the term of the social plan
 - the nature and frequency of the consultation between parties during the term of the social planIt can also include general attention to:
 - employment conditions and procedures in the event of internal transfer
 - financial consequence of transfers
 - any facilities for finding work elsewhere and related supplementary or redundancy schemes
 - the options for limiting the loss of jobs as far as possible by making use of the possibilities offered by part-time work
 - the possibility of significant reduction in working hours when that is in the interest of retaining jobs; to finance this, any future initial salary raises based on the collective labour agreement can be made use of.
2. *Agreements concerning the sector*
 - a. Regular consultation will take place at sector level regarding the economic position and economic prospects of the sector, in particular in regard to employment.
 - b. The objective of this consultation is to provide the parties to the collective labour agreement with information of a continuous and systematic character, in order to be able to closely follow the employment developments.
 - c. To be able to carry out the desired consultation as well as possible, the employers' organisation undertakes to supply the data necessary to enable meaningful discussion of the job situation in the sector.
3. *Special agreements*
 - a. The employer will devote special attention in his employment policy to unemployed young people, by means of specific training, retraining, education and guidance.
 - b. Job opportunities for special groups
 1. The employer will implement an active policy for employing disabled people. Where necessary and possible, provisions will be made in consultation with the Works Council.
The policy will be reported on in the Social Annual Report.
 2. An active policy will also be implemented with regard to the number of apprenticeships for young employees. Apprenticeship and employment contracts will be linked.
 3. The employer will devote special attention to the recruitment, selection and training policy aimed at women.
 - c. Recruitment policy

1. When there are vacancies for which external recruitment activities are undertaken, employees should also be given the opportunity to apply for such jobs.
 2. To promote the transparency of the labour market the employer shall announce all relevant vacancies to the relevant Centre for Work and Income, quoting the content of the function (nature, level, working conditions, working hours and so forth) and the requirements made of the employee as far as training and experience are concerned.
 3. The employer will supply the Works Council with an overview twice a year of the number of temporary employees working in the company. In general, the employer will not use staff mediated by temporary employment agencies for filling vacancies for temporary work and part-time jobs other than after consulting the Works Council.
- d. Part-time working
The employer will consider which possibilities there are for part-time employment contracts in addition to full-time employment contracts to promote part-time work as referred to in clause 3.1.3.

Clause 6.2 Social policy in the company

1. The social policy is a valuable part of the total company policy. It is aimed at the employee within the work organisation both:
 - from the point of view of the employee's welfare and advancement possibilities and
 - from the point of view of the company's efficient functioning.

The social policy the company implements is based on care in respect of the position of employees, both collectively and individually. Unnecessary distinctions according to age, origin, sex, nationality, function or nature of the employer/employee relationship are avoided in implementing the social policy. Special attention will be devoted to deployability of employees. The social policy should contribute to the best possible development of the employees and promote mutual understanding between employees. The human element will be taken into account as far as possible in the organisation of the company, allowing for the company's necessary continuity.

2. The elaboration of the social policy should be done within the company in order to express the company's own character in the policy.
3. The social policy is based on the following principles, for example:
 - a. the welfare of the employee, both individually and collectively
 - b. equal opportunities for employees
 - c. the social security of the employee who is dependent on the job, by striving for the continuity of the company
 - d. the legal security of the employee. To effectuate this, regulations regarding the employment conditions are set out in a collective and individual employment contract, so the employee knows his rights are legally secured
 - e. work satisfaction through permanent attention to the working climate, cooperative relationship and working conditions. This is promoted by, for example, endeavouring to give responsibility and authority in accordance with capacities and ambitions and by encouraging mutual cooperation, based on mutual respect
 - f. aiming for a balanced control structure where the employees share the responsibility and are given the room for decisive management
 - g. special attention to training employees
4. The way in which the above principles are concretised is partly determined by the working conditions, the organisational relationships and the size of the company.
5. In elaborating upon the social policy, attention is devoted to the following aspects, for example, where they are not provided for in the collective labour agreement:
 - a. employment conditions policy
 - b. employment policies

- c. personnel policy
- d. career development
- e. participation in management

For the further elaboration of paragraph 5 subparagraphs b, c and d please refer to clause 6.3.

6. Companies with at least 50 employees formulate a Social Annual Report once a year, which reports on the policy implemented in the reporting year. To be able to discuss this report in the Works Council, all employees in the company will be supplied with the Social Annual Report after consultation with the Works Council. The report will also be sent to the unions for perusal. The formulation of the Social Annual Report can be further elaborated upon for each individual company after consultation with the works council, whereby the size of the company can also be taken into account. Appendix V to this collective labour agreement provides a list of topics as a guideline for formulating the Social Annual Report.

COHESIVE MOBILITY POLICY AND DEVELOPMENT

Under the influence of market and product developments and advancing information technology, organisations and the functions within them will be subject to continuous change. If a company wishes to accommodate those developments rapidly and effectively, it needs well-trained, highly mobile employees with a flexible attitude. From the point of view of their social security, it is in employees' interest to be given the opportunity to continually develop so they can (continue to) comply with the changing requirements and circumstances.

Based on the mutual interest of the company and the employees, employers and unions devote special attention to cohesive mobility policy and development as part of the social policy within the collective labour agreement for the insurance sector.

The objective of the policy is the optimal mobility of all employees in the internal and external labour market, now and in the future, regardless of their age. Voluntary career changes can be part of that mobility policy. The activities of the Taskforce Samenhangend Inzetbaarheidsbeleid (consisting of representatives from employer and employee organisations), which was set up in early 2006, will be extended for the term of the collective labour agreement 2009-2011. In addition to those activities, they will look into the possibilities of stimulating the use of EVCs (accreditation of prior learning).

Flexibilisation of working hours

Flexibilisation is closely connected with the individualisation of the employee who, in the context of work and family responsibilities, is increasingly looking for flexible solutions. During the term of this collective labour agreement, we will investigate whether and if so, how the working hours framework and the bonuses should be adjusted. We will also look into the influence of '*het Nieuwe Werken*' (New Ways of Working) on this. The system of bonuses and hourly wage calculation will also be discussed.

Clause 6.3 Employment and training policy

General

From the point of view of the mutual interest of employers and employees, as part of the social policy within the company, the employment and training policy is aimed at the employee also being as deployable as possible in the company in the future, either for the current function or in other functions. A cohesive personnel policy is a precondition. It is aimed at anticipation, presentation and development, in teams and individually and covers the influx, advancement and outflux of employees. As the management plays a significant role in implementing the employment and training policy, particularly in guiding and encouraging employees in updating and expanding their knowledge and skills, the employer will ensure that the management is qualitatively equipped for the purpose, is given sufficient opportunity, takes sufficient advantage and is evaluated partly on that basis.

1. *Company level*

1.
 - a. The employer brings the future developments to the attention of the employees as early as possible. He formulates a development plan indicating which functions are necessary for the organisation in the future and what training is required for which employees to comply with the company's objectives. This development plan is discussed in the consultation meeting with the Works Council. At least once a year, the employer reports to the Works Council on the progress of the implementation of the development plan. The management in the company will encourage the employee to follow specific courses. This concerns not only professional knowledge but also skills and conduct. The objective is to contribute as far as possible to the employee's job security, increase his mobility and promote internal mobility. The employer shall make the employee aware of his own responsibility in this respect by means of informative material.
 - b.
 1. The employer formulates a company training plan as defined in article 27 of the Works Councils Act, listing facilities such as time commitment and investment costs, through which employees can obtain the necessary qualifications for complying with the company objective and/or the development plan. This company training plan will devote attention to age-aware personnel policy, in particular, dealing with such topics as the employees' Personal Development Plans, courses, career checks and task interpretation. The employer submits this plan to the Works Council for consent.
 2. The following principles apply when interpreting facilities such as time commitment and investment costs:
 - Work instruction for the current function takes place during working hours
 - Costs related to training for the current or following function are, in principle, borne by the employer
 - For preventive training (aimed at preventing the loss of the employee's current job), in principle employer and employee will make a joint contribution. At least half the time needed for the course will be in the company's time
 - If the employee's function disappears due to a reorganisation, the costs of training for another function will be borne by the employer and the training will be carried out in the company's time as far as possible.
 3. Once a year, the employer reports to the Works Council on the progress of the execution of the training plan.
 - c. Training depends on the employee's individual situation. Specific individual attention will be devoted to deployability.
 - d. If it is not possible to fill a vacancy within the same business unit, then it will be announced internally so that all employees can explore the opportunity.
2. *Individual level*
 2.
 - a. The greatest mobility of the employee is in the interest of both the employer and the employee. On the basis of this mutual interest, the employer is responsible for making sure the employee can actually participate in training by providing facilities for his development.
 - b. The employee is entitled to training, but is primarily responsible himself for his own mobility. He is expected to participate in courses and training to that end and take the initiative himself. He must attempt to successfully complete any courses or training. If the employee is not prepared to follow the necessary course/training he will have to accept any consequences that refusal may have for his career.
 - c. The employers will encourage employees to formulate a personal development plan, aimed at tailored solutions and realistic function requirements and which corresponds with the individual training requirement. The plan will deal with knowledge, skills and conduct.

The personal development plan will devote attention to aspects concerning the employee's deployability. These may include further training and training time, if necessary for the individual employee.

Once a year, there will be a meeting with the employee (possibly in the context of an appraisal/functioning meeting) regarding the implementation of the development plan. During this meeting on the personal development plan, it will be decided whether participation in the EVC procedure has added value for those employees who do not have a diploma of the level on which they work. Once every three years, every employee will be given the opportunity to do a future-oriented career check within the framework of his personal development plan at the expense of the employer.

- d. If he wishes, the employee can ask for second opinion on his development possibilities without consulting his direct superior.
- e. If, despite his efforts, the employee fails to master the required knowledge, skills and conduct, where the functioning level is at least as important as the qualification in assessing that fact, the employer and employee will seek a solution together. Placing outside the company itself, possible additional training or retraining can be considered.
- f. The responsibility for guidance towards a function outside the company itself lies with the employer if the relocation takes place on his initiative.
The joint efforts of employer and employee should be aimed at a 'work to work' situation.

EMPLOYMENT PROJECTS PROTOCOL

The remainder of the amount last reserved in the collective labour agreement 2000-2002 for the Work Experience Places Protocol is to be made available to initiatives that boost employment and deployability. During this collective labour agreement term, these employment monies will be definitively appropriated by the collective labour agreement parties.

A project will be set up, the target of which will be to have five people receiving a Wajpng (Invalidity Insurance (Young Disabled Persons) Act))benefit acquire work experience in the sector. This project will be financed by the available employment monies. In mutual consultation between the parties, the number of five people can be increased.

Clause 6.4 Emancipation

1. General

The employer implements an active policy within the formulated social policy aimed at creating equal opportunities for men and women. To reduce women's disadvantage in the labour market, the employer will devote special attention to women's position in the labour market and within his own company.

Attention will be devoted to the following aspects, in particular:

- a. Influx, particularly into higher functions
- b. Advancement, through training in particular
- c. Outflux; where organisationally possible, this can include offering part-time jobs to employees faced with the choice between family and work.

2. Returning to work

Priority in filling vacancies for employees who apply to the employer for a job within 4 years after termination of the employment contract due to the birth or adoption of a child.

3. Preventing sexual intimidation

The companies will implement a policy aimed at preventing sexual intimidation in accordance with the conditions van the Working Conditions Act and the Official Journal 'Sexual intimidation, aggression and violence in the Working Conditions Act' (P195).

Clause 6.5 On-the-job training

1. At the request of the employee, the employer shall enter into an apprenticeship contract in the applicable discipline with young employees entering or in his employ who can complete an apprenticeship before the age of 27.
For the insurance sector, the execution of the Adult and Vocational Education Act is entrusted to the Regional Training Centres (ROC).
2. The employer shall give the employee the opportunity to carry out the activities deemed necessary by the training centre in question and sit the examinations necessary, on full pay.
3. Pursuant to what is defined in subparagraph 2 of this clause the employer shall give the employee the opportunity to attend general education and education aimed at the profession within the normal working hours, on full pay, for a maximum of one day a week.

Clause 6.6 Schooling and training for 17-year-olds

The employer shall give employees under the age of 18 and employed full time the opportunity to complete a course for a maximum of one day a week that they have started in the context of their partial attendance obligation. The course must be in the interest of a function fulfilled or to be fulfilled by the employee.

Chapter 7 Working conditions

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

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

WORKING CONDITIONS POLICY

Closely connected to the attention for deployability is the attention for the circumstances under which the work is carried out. A good employment conditions policy (“*arbo* policy”) is an important factor in preventing sickness absence. In 2010, extra attention will be paid to the implementation and the communication of the solutions for the employment conditions policy as described in the *arbo* catalogue www.gezondverbond.nl, as well as its development. To that end, additional budget has been made available.

Clause 7.1 Sick leave

1. *The employee shall:*
 - a. inform the employee of his absence due to illness before 9.30 hours on the first day of his illness
 - b. conduct himself in accordance with the instructions given by the working conditions service
 - c. supply the working conditions service with all the information it deems necessary and undergo a medical examination if the service deems such examination necessary
 - d. cooperate with formulating, evaluating and adjusting a plan of approach
 - e. follow any reasonable instructions given aimed at reintegration
 - f. cooperate in any measures taken to promote reintegration in his own or appropriate work
 - g. carry out appropriate work. Appropriate work is given to mean what is defined in article 658 a, paragraph 3 of the Dutch Civil Code.
2. *The employer shall:*
 - a. report to the Employees' Insurance Administration Agency within 13 weeks of the first day of the employee's illness
 - b. promptly take all reasonably necessary measures for getting the sick employee started in his own or appropriate work, with support from the Working Conditions Service/the reintegration company, in his own company or in appropriate work in the company of another employer. The employer shall always attempt to place sick employees in his own organisation where possible. If this is unsuccessful, a place will be sought outside the organisation itself, where possible with mutual consent
 - c. formulate and periodically evaluate a plan of approach together with the sick employee

Clause 7.2 Sick leave supervision and reintegration

1. Every employer shall implement a policy to prevent absence through illness. The employer shall also implement a sick leave policy in which particular attention is paid to absence registration, analysis of absence patterns and their discussion within the company and making absenteeism a topic of discussion with the individual.
2. The employer shall implement a policy aimed at the reintegration of sick and occupationally disabled employees in their own function or in an appropriate function within the company itself or in an appropriate function outside the company. That policy will also provide for the

procedures, obligations and responsibilities concerning sickness and occupational disability as referred to in the Gatekeeper Improvement Act.

An offer of appropriate work will always be done in writing. The possibility to request a second opinion from the UWV will always be mentioned.

3. The employer will provide company healthcare. This can be done by setting up an in-house working conditions/reintegration service, affiliation with a working conditions/reintegration service or otherwise.
All employers will provide professional support in reintegration. Quality and professional integrity are top priority. The choice of reintegration expertise will be made with the consent of the Works Council.
4. In consultation with the Works Council, the employer will inform his employees and managers regarding the sick leave and reintegration policies.
5. The employers' organisation will consult with the unions regularly but at least twice a year to discuss the experiences with the sick leave and reintegration policies.
6. The employer shall not raise any objections to requesting a second opinion with regard to appropriate work. The employer shall ensure that requesting a second opinion does not have any negative effect on the employee's position in either the function in question or other functions.
7. If the employee has requested a second opinion and the UWV declares that the offer made by the employer cannot be considered as appropriate work then the legal position before the offer was made will apply to the employee if it has already changed in the meantime.
8. If an employee has accepted appropriate work from another employer and, within six months of commencing such work, it proves that this relocation will not lead to a contract for an indefinite period, then the former employer will discuss follow-up action with the employee. This discussion will explicitly cover the possibilities for individual guidance financed by the Work Capacity Act.

Clause 7.3 Screens

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

Clause 7.4 Environment

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

Clause 7.5 Telecommuting

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

- a. employees voluntarily take part in the telecommuting scheme, unless they have been appointed as 'telecommuters'. The employer can decide individually for each employee whether telecommuting is an option

- b. Attention must be devoted to organising the work and the balance between work and private life
- c. When introducing telecommuting, attention will be devoted to the fiscal aspects of telecommuting
- d. If a company makes structural use of telecommuting as a working method, a scheme will be set up in consultation with the representative consultative body that fulfils the following conditions in any event:
 - Organising the layout of the workstation based on the Working Conditions Act standards including work instructions
 - The minimum and maximum number of days the employee can work at home
 - Communication facilities supplied to the employee by the employer
 - Any expenses the employee will receive
 - Conditions regarding evaluation and adjustment of the scheme

Chapter 8 Pensions

PENSION

The parties have agreed to look into indexation of the pensions.

In addition, it will be investigated whether the pension scheme is sustainable and 'future-proof'.

Subjects that may be investigated include, among others, the influence of government plans on the statutory old-age pension, the permitted exemption, the ambition level, the flexible pension or the collective labour agreement transitional schemes, etc.

Clause 8.1 Pensions

1. On 1 January 2006 parties agreed a new basic pension scheme for the sector. This new basic pension scheme replaces the former basic pension scheme as of that date.
2. The costs of the basic pension scheme are part of the total labour costs. If, in the opinion of the collective labour agreement parties, the costs become too high, it is the joint responsibility of the parties to then seek a solution. Fundamental external circumstances can occur that affect the basic pension scheme. If this is the case, then the parties will enter into negotiation regarding the basic pension scheme.
3. The basic pension scheme only applies to future claims and those claims made contribution free as of 31 December 2005.
4. Any employer wishing to deviate in a negative sense from any points in the basic pension scheme must address a specific request to a jointly appointed dispensation committee. If required, the collective labour agreement parties may appoint an independent chairman. The dispensation committee will only deal with the request if the company's Works Council or the participation council or the members' meeting of the pension fund has agreed to the deviation(s) to the detriment of the basic pension scheme as set out in the request. The dispensation committee will comply with the request if the scheme as a whole is at least actuarially equal in value to the basic pension scheme and if the deviation(s) to the detriment of the basic pension scheme are justified by company-specific circumstances. The employer will notify the employees/members of the compliance with such a request in writing, indicating which conditions of the basic pension scheme have been made non-applicable and which elements or aspects of the company's pension scheme were grounds for the deviation.

Clause 8.2 Employee's contribution

1. The employee's own contribution to his pension premium is 6% of the individual pensionable salary.
2. With an insured scheme – after consent from the Works Council regarding the scheme – the employer remains responsible for its implementation and for fixing the contribution. Parties recommend calling a members' meeting in the case of an insured scheme and, in the case of a company pension fund, appointing a members' council or similar body. Employers will actively inform the members of the Dutch Association of Insurers affiliated with the collective labour agreement in this respect. To that end, the employers will publish information corresponding with the brochure 'Participation in pension schemes, the employer's task' (published by the Dutch Association of Insurers), which gives advice based on the STAR pensions participation agreement.

Clause 8.3 Transitional scheme

As of 1 January 1999, the former early retirement (VUT) and basic pension schemes are replaced by a new basic pension scheme. At the time, this transition entailed a number of

transitional measures. The transition to the new basic pension scheme as of 1 January 2006 also entailed a number of transitional conditions.

1. *Transitional scheme for employees aged 56 and over on 31 December 2005*

For employees aged 56 or over on 31 December 2005, the former basic pension scheme and the transitional measures taken at the time still apply up to the moment when the employment contract is terminated, but no later than 31 December 2014, with the exception of a number of conditions related to pension (accrual) in the event of occupational disability.

This exception ensues from the statutory transitional scheme for this category of members, with the objective of ensuring that employees in the last few years before their retirement are not disproportionately affected by the statutory measures in respect of early retirement and pre-pension. The objective of these transitional measures is to ensure that those employees expecting to take early retirement at a previously defined age can still do so.

Appendix VII sets out the text of the former basic pension scheme, which continues to apply to this category of employees, with the exception of the conditions regarding the occupational disability pension. The supplementary scheme below also continues to apply to employees ages 56 and over who were entitled to that scheme on the grounds of the collective labour agreement 2003-2004.

Supplementary scheme

For employees in the aforementioned group who qualify for the pre-pension scheme, as further elaborated upon in Appendix VII, the following supplementary scheme applies during the term of this collective labour agreement (1 December 2009 – 1 June 2011) (a, b, c). collective labour agreement parties undertake to endeavour to reconfirm this supplementary scheme when entering into any succeeding collective labour agreements for the term to be agreed, whereby those employees for whom the supplementary scheme will apply will also be established.

- a. Employees who participated in the former basic pension scheme and who were employed by a company on 1 January 1999 and took pre-pension from active service for a company at the new prescribed pre-pension age, after an uninterrupted employment contract from 1 January 1999 in the insurance sector, receive a supplement to the pre-pension in the company pension scheme at the prescribed pre-pension age. The supplement is calculated as the (absolute) difference between the accrued old age pension at the prescribed pre-pension age in the new company scheme and the old age pension in the new company scheme when pension rights continue to be accrued up to the age of 65.
- b. In addition, the aforementioned employees, born on or before 1 January 1964, who have been in the employ of a company for at least 10 years prior to their preretirement at the prescribed pre-pension age, receive a supplement to the pre-pension up to a maximum of the percentages listed below, during the period between the applicable prescribed pre-pension age up to the age of 65.
The base on which this payment is calculated is 1.16333 times the annual salary (if a 13th month applies; if not then 1.08).
For employees aged 50 or over on 1 January 1999, the base is also extended by the average of any profit sharing or equatable scheme over the last three years prior to the prescribed pre-pension age.
If the (annual) salary is adjusted due to increased or reduced working hours, pursuant to clause 3.1.2., the pensionable salary calculation is based on the average number of contract hours over the last five years prior to the prescribed pre-pension age applicable to them.
The pension is supplemented for employees covered by the supplement scheme as follows:
49 year: up to 79% of the aforementioned base
50 and over: up to 80% of the aforementioned base
The reference date for the age here is 1 January 1999.

- c. An employee aged 50 or over on 1 January 1999 who becomes partially or fully occupationally disabled is entitled to a (supplementary) occupational disability pension to the amount of 10% of the base defined in b.

If the pre-pension date differs from the prescribed pre-pension age, the level of the pre-pension will be reduced or increased by means of actuarially neutral conversion, based on risk systems on which the financing of the pre-pension scheme is based and the applicable actuarial interest rate. The employer will also include the value of the supplementary scheme in the actuarial neutral conversion of the pre-pension if the member would have qualified for this scheme at the prescribed pre-pension age.

Claims pursuant to this supplementary scheme are indexed in accordance with what is defined under 'Indexing' in Appendix VI. Claims pursuant to this supplementary scheme can also be flexibilised in accordance with what is defined in 'flexible elements' in Appendix VI.

2. *Transitional scheme for employees under the age of 56 on 31 December 2005*

In the collective labour agreement 2003-2004, employees under the age of 56 on 31 December 2005 who, on 1 January 1999, were already members of the basic pension scheme applicable at that time, qualified for a supplementary scheme (as described in clause 8.3. a and b of that collective labour agreement). When the new basic pension scheme came into effect on 1 January 2006, for this group of employees this supplementary scheme was replaced by a structural bonus on top of the salary. In view of the original objective of the supplementary scheme, namely to compensate employees for the abolishment of the VUT early retirement scheme, whereby older employees were compensated more than younger employees as they had less time in which to build up an adequate prepension, this annual contribution should be allocated in a graduated scale (the older the employee, the higher the percentage), to be determined by each individual company. A total budget of 1% of the salary sum of the employees in question (the base is the fixed annual salary plus the holiday bonus) is available for this, which applies as the average of the scale. The percentages in the scale are established one time and for each employee individually.

Should this lead to an improper distinction on the basis of age, then the annual contribution per company will be converted into an defined pension contribution scale.

This annual bonus lapses as soon as an employee enters the employ of another employer on or after 1 January 2006. When changing employer within the sector the employee is also treated as a new employee and the entitlement to this bonus lapses.

Clause 8.4 Other provisions

There is one proviso to the new basic pension scheme and the transitional conditions in relation to stumbling blocks/objections with regard to this scheme from the point of view of:

- Civil law (such as equal opportunities)
- Tax law
- Supervisory law

In the event of concrete problems with any of these elements, the collective labour agreement parties will again enter into negotiations regarding the relevant elements in the agreed scheme to arrive at a solution.

Whenever new statutory and/or tax measures are taken in the context of pensions or life path schemes, the collective labour agreement parties will again enter into negotiations regarding the consequences for the new basic pension scheme and the transitional conditions.

Dutch Association of Insurers

P.J.A.Th. Loijson, chairman of sector board employment conditions

R. Weurding, managing director,
Dutch Association of Insurers

CNV Dienstenbond

D. Swagerman, chairman

G.F. van Linden, employment conditions coordinator

FNV Bondgenoten

W. P. de Ruijter, services board member

De Unie

J.A.M. Verkleij, treasurer

G.W.E. ter Welle, board member

Beroepsorganisatie Banken
verzekeringen

J.G. de Vries, chairman

L.J. de Boer, vice-chairman

The Hague, May 2010

Appendix I,

as referred to in clause 1.1 of the collective labour agreement

Partner other than on the basis of civil marriage or registered partnership

1. The man or woman with whom the (former) member ran a joint household immediately before his death is considered to be a partner as long as all the following conditions are fulfilled:
 - a. the partner is not a blood relative or relative by marriage of the (former) member in the direct line or in the collateral line to the second remove
 - b. the (former) member and the partner are both unmarried and unregistered
 - c. the (former) member and the partner run a joint household only with each other and any children they may have
 - d. the joint household started before the pension date and has lasted at least six full months since the cohabitation contract referred to in 2.b. was concluded
 - e. Due to the affective relationship they have with one another, the (former) member and the partner have undertaken to make provisions solely for each other.
2. The (former) member who fulfils all the conditions described in paragraph 1 should register with the employer and/or the pension insurer, submitting:
 - a. an extract from the population register and – if required by the employer and/or the pension insurer - from the register of births, deaths and marriages, demonstrating that the conditions described in paragraph 1, subparagraphs a. to d. are fulfilled
 - b. a notarially executed cohabitation contract or an authenticated copy of that contract including at least the following:
 - the full names and dates of birth of the (former) member and the partner
 - a schedule of the distribution of the costs of the joint householdThe (former) member must vouch for the accuracy of the information set out in the notarially executed cohabitation contract or the authenticated copy.
The requirement of a notarially executed deed need not be fulfilled if the joint household has demonstrably existed for five years or longer.

Appendix II,

as referred to in clause 1.3 of the collective labour agreement

Joint committee collective labour agreement regulations

1. *The committee's task*
 - 1.1. The Committee pronounces judgement on differences in the interpretation and application of this collective labour agreement between an employer and an employee or between the employers' organisation and any of the unions.
 - 1.2. The committee also has tasks where explicitly stated in the collective labour agreement.
 - 1.3. Where a collective labour agreement clause provides for the possibility, the committee deals with requests for dispensation from the collective labour agreement clause in question, with the exception of requests related to Section 8 and Appendix VI (pensions) of this collective labour agreement.
2. *Composition*
 - 2.1. The committee will consist of a maximum of four members appointed by the employers' organisation and a maximum of four members appointed by the unions.
 - 2.2. Regardless of the number of members present at the meeting, the parties cast an equal number of votes.
 - 2.3. The members of the committee are appointed for the term of the collective labour agreement plus 12 months. Interim vacancies are filled within a month.
 - 2.4. The chairmanship is filled every six months by a representative of the employers' organisation and a union representative in turn. The employers' organisation has filled the chairmanship for the first six months since 1 July 1996.

- 2.5. A professional secretary is added to the committee.
3. *Secretarial department*
Requests for a judgement in a difference of interpretation and requests for dispensation should be submitted to the committee's secretarial department, which is based at the office of the employers' organisation: Bordewijklaan 2, P.O. Box 93450, 2509 AL The Hague.
4. *Procedure for differences in interpretation of the collective labour agreement*
- 4.1. Requests for a judgement should be submitted to the committee's secretarial department by registered mail by:
- an employee or an employer as referred to in clause 1.1 of the collective labour agreement
 - the employers' organisation or any of the unions.
- 4.2. Before submitting a request for a judgement by the committee, the employer or employee notifies the opposite party in the dispute of his intention in writing.
The opposite party confirms receipt of such notification.
- 4.3. The employer and the employee then have the opportunity to arrive at a mutual solution within fourteen days of the date of receipt of the submission referred to in paragraph 2.
- 4.4. Once the term defined in paragraph 3 has lapsed and no solution has been found, the request can be submitted to the committee.
The request should include the following, in any event:
- Name, first name (if applicable) and address or registered office of the requesting party
 - The same for the opposite party
 - A clear description of the subject of the difference in interpretation of the collective labour agreement, with notes of explanation if necessary
 - A copy of the notification to the opposite party in the dispute referred to in paragraph 2
- 4.5. The committee confirms the date of receipt of the request to both parties and pronounces judgement within one month of that date. This term can, if necessary, be extended by a maximum of a similar term.
- 4.6. The committee will request the opposite party in writing to file defence within fourteen days of receipt of this request. Before pronouncing judgement, the committee can also give the party submitting the request and the opposite party the opportunity to provide verbal explanation. If any of the members of the committee are themselves directly party to a particular issue, then these members will not be present as members of the committee when the committee deals with the issue. In that case, the decision can be made to delegate another representative. In any event, to deal with an issue and pronounce judgement the quorum must be present, being a minimum of two representatives from the employers' organisation and two union representatives.
- 4.7. The committee's judgement is sent to both parties with a difference of interpretation of the collective labour agreement and is binding on them.
5. *Procedure for requests for dispensation*
- 5.1. Requests for dispensation can be submitted to the committee by registered mail accompanied by reasons by an employer as defined in clause 1 of the collective labour agreement.
- 5.2. The committee confirms the date of receipt of the request and pronounces judgement within two months of that date. This term can be extended if necessary by a maximum of a similar term.
- 5.3. The committee gives the party submitting the request the opportunity to provide verbal explanation before pronouncing judgement.
- 5.4. The committee's judgement is sent to the party submitting the request and is binding.
6. *Votes are equally divided*
If the votes are equally divided in a meeting in which a request as referred to in clause 4 or 5 is dealt with, a second meeting is called. If the votes are again divided, then the parties will be informed that the committee has not pronounced judgement, stating that the votes were equally divided.

Appendix III,

as referred to in clause 4.1 of the collective labour agreement

A number of guidelines for categorising employees into groups

Group 1:

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

This can include tasks such as the following:

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

Group 2

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

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

Group 3:

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

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

Group 4:

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

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

General remarks

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

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

**Appendix IV,
as referred to in clause 4.3 of the collective labour agreement**

Salary scales as at 1 March 2010

Years of experience	GROUP 1		GROUP 2		GROUP 3		GROUP 4	
	Min.	Max. ave.	Min.	Max. ave.	Min.	Max. ave.	Min.	Max. ave.
0	20,537	21,087	20,745	21,974	21,366	22,385	21,925	23,076
1	20,648	21,381	20,933	22,636	21,945	23,633	22,706	24,415
2	20,795	21,673	21,157	23,202	22,490	24,590	23,557	25,657
3	20,927	21,938	21,338	23,752	22,880	25,455	24,415	26,837
4	21,059		21,520	24,179	23,375	26,167	25,134	27,981
5	21,192		21,750	24,653	23,829	26,906	25,846	29,063
6			21,883	25,065	24,304	27,633	26,446	30,060
7					24,618	28,239	26,997	31,009
8					24,967	28,878	27,617	31,994
9					25,316	29,411	28,078	32,873
10	21,883				25,651	29,816	28,518	33,689
11							28,993	34,449
12							29,439	35,280
13							29,816	35,956

Youth salary scales as at 1 March 2010

Age	GROUP	GROUP	GROUP	GROUP	GROUP
	MW*	Y	Y1 Min.	Y2 Min.	Y3 Min.
17	6,672	9,065	11,354	11,563	
18	7,686	10,579	12,889	13,098	
19	8,868	12,086	14,403	14,605	
20	10,388	14,075	15,952	16,147	
21	12,246	16,064	17,479	17,682	18,310
22	14,358	18,066	19,014	19,217	19,852
23	16,892	19,761			

* Amounts in this scale are the statutory minimum wage as at 1 January 2010.

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

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

From the age of 23 upwards, the maximum salary paid is € 16,892. Members in work experience places with an education level of higher vocational education or higher are paid in accordance with the amounts in group Y.

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

- a. including all compensations
- b. excluding holiday bonus
 - the maximum average does not apply to employees aged between 17 and 22
- c. the minimum hourly rate for overtime is € 11.64

Salary scales as at 1 February 2011

Years of experience	GROUP 1		GROUP 2		GROUP 3		GROUP 4	
	Min.	Max. ave.	Min.	Max. ave.	Min.	Max. ave.	Min.	Max. ave.
0	20,639	21,193	20,849	22,083	21,473	22,497	22,035	23,191
1	20,751	21,488	21,038	22,750	22,055	23,752	22,820	24,537
2	20,899	21,782	21,263	23,318	22,602	24,712	23,675	25,786
3	21,031	22,048	21,445	23,871	22,994	25,583	24,537	26,971
4	21,165		21,628	24,300	23,492	26,298	25,260	28,121
5	21,298		21,859	24,776	23,949	27,041	25,975	29,208
6			21,992	25,190	24,425	27,771	26,578	30,210
7					24,741	28,381	27,132	31,164
8					25,092	29,023	27,756	32,154
9					25,442	29,558	28,219	33,037
10	21,992				25,779	29,965	28,661	33,857
11							29,138	34,621
12							29,586	35,457
13							29,965	36,136

Youth salary scales as at 1 February 2011

Age	GROUP	GROUP	GROUP	GROUP	GROUP
	MW*	Y	Y1 Min.	Y2 Min.	Y3 Min.
17	6,672	9,110	11,410	11,620	
18	7,686	10,632	12,953	13,164	
19	8,868	12,147	14,475	14,679	
20	10,388	14,146	16,032	16,228	
21	12,246	16,144	17,567	17,771	18,402
22	14,358	18,156	19,109	19,313	19,951
23	16,892	19,860			

* Amounts in this scale are the statutory minimum wage as at 1 January 2010.

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

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

From the age of 23 upwards the maximum salary paid is € 16,892. Members in work experience places with an education level of intermediary vocational education or higher are paid in accordance with the amounts in group Y.

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

a. including all compensations

b. excluding holiday bonus

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

c. the minimum hourly rate for overtime is € 11.70

Appendix V,

as referred to in clause 6.2 of the collective labour agreement

Guideline for formulating a Social Annual Report

1. Subjects dealt with in clause 31b of the Works Councils Act (the employer provides up-to-date data at least once a year demonstrating the general policy implemented with regard to the appointment, reward, training, promotion and dismissal of people working in the company).
 - a. Appointment and dismissal:
 - quantitative data.

For companies with more than 500 employees also:

 - quantitative data for each salary group and for employees categorised above the salary groups
 - average duration of the employment contract of those who have been dismissed
 - composition of the workforce (men/women) at year end, per age category and divided into office staff and field workers
 - quantitative data on young employees and the partially occupationally disabled
 - b. Rewards
 - the company's reward policy in a general sense
 - categorisation of the employees categorised into the salary groups
 - some insight into the development of the labour costs

For companies with more than 500 employees also

 - periodic salary raise as at 1 January, expressed as a percentage of the salary balance at year end of the previous year
 - average periodic salary raise per month for employees with a full-time employment contract
 - average salary per month for employees with a full-time employment contract
 - average salary per month for those who have left the company
 - c. Training office staff and field workers:
 - general policy
 - partial attendance obligation
 - d. Promotion for office staff and field workers:
 - general policy

For companies with more than 500 employees also:

 - numbers of group salary increases per group
2. Financial data:
 - brief extract from the financial annual report
 - data on personnel costs
3. Change in employment conditions:

Background information on the salary cost development in the sector.
Problems with the minimum wage. Salary structure:

 - concerning primary and secondary conditions
 - company facilities where of general importance
4. Company medical and social facilities.

Give an impression of sick leave and occupational disability.
5. Work consultation (consultation regarding the work, working conditions and the cooperation between the departments).

6. The company's social funds.
7. Personnel association.
8. Works Council.

Appendix VI, as referred to in clause 8.1 of the collective labour agreement

Basic pension scheme for the insurance sector

The new basic pension scheme came into force on 1 January 2006 and, from that date, replaces the former basic pension scheme (collective labour agreement 2003-2004). For employees aged 56 or over on 31 December 2005, pursuant to the statutory transitional scheme applicable to this category of employees, the former basic pension scheme remains in force, including any transitional measures, even after 1 January 2006, with the exception of a number of conditions related to pension (rights accrual) in the event of occupational disability. The text of the former basic pension scheme is included in Appendix VII to this collective labour agreement. For all other employees, the new basic pension scheme for the insurance sector set out below applies.

Members

Employees from the age of 18 upwards to whom the collective labour agreement for the insurance sector for office staff applies.

Date of inclusion

There is a waiting period of two months for inclusion in the scheme. After those two months, inclusion takes place with retrospective force to the date of commencement of employment, but no earlier than from the first day of the month in which the 18th birthday falls. During the waiting period, partner pension and orphans' pension are covered on a risk basis.

Prescribed retirement age

The prescribed retirement age is the first day of the month in which the member reaches the age of 65.

If the employee wishes to retire earlier than the prescribed pensionable age, the employee must inform the employer at least six months prior to the desired retirement date.

If the retirement date differs from the prescribed retirement age, the level of the pension will be reduced by means of actuarially neutral conversion, based on the risk systems on which the financing of the pre-pension scheme is based and the applicable actuarial interest rate.

The employment contract is terminated by mutual consent at the moment when the employee actually retires fully.

The opportunity is also offered for part-time retirement. The employee should make an agreement with the employer in that respect. The same notice period applies as with early retirement.

Pensionable income

The pensionable income is 12 times the monthly salary plus holiday bonus with a maximum pensionable income of 5 times the permitted exemption. Reference date for the pensionable income is 1 January.

Permitted exemption

The permitted exemption for 1998 is fixed at € 13,456.40. This amount is 10/7 of the post-Oort Old Age Pension for single persons including holiday bonus. The permitted exemption is indexed annually with the collective labour agreement salary development in the insurance sector. At 1 January 2010 the permitted exemption was € 18,217.72.

If, in a progressive average over five years the salary/Old Age Pension development differs by more than 3%, it is the parties' joint responsibility to seek a solution.

Pensionable salary

The pensionable salary is equal to the pensionable income minus the permitted exemption. Reference date for the pensionable salary is 1 January. For part-timers the pensionable salary is calculated proportionally.

Old Age Pension

The old age pension for membership years after 1 January 2006 is based on an indexed average salary system. The accrual per year amounts to 1.75% of the pensionable salary for the year in question. The pension commences on the first day of the month in which the member reaches the age of 65.

Flexible supplementary scheme

In addition to the old age pension, members are entitled to a Flexible Supplementary Scheme (hereinafter referred to as FAR) in the form of an individual pension budget, with a retirement date of 65 years. In the context of the FAR, a contribution will be allocated annually in the form of a percentage of the annual salary (in this context, this means the fixed annual salary, plus the holiday bonus). This percentage amounts to (average) 2.5% of the annual salary and, in principle, is concretised as a supplementary old age pension, which fulfils the statutory and fiscal requirements for a defined contribution scheme. This means, for example, that the FAR contributions to be allocated to the individual members are determined based on a sliding scale like those used for the defined contribution scheme. It is also possible to apply an equal FAR percentage for everybody for pensions, as long as fiscal consent is obtained.

In consultation with and after consent from the applicable consultative body for the company, individual companies can decide to use the available FAR budget agreed in this collective labour agreement otherwise for pensions (through pension optimisation) or to use it for salaries and/or life paths, instead of pensions. If it is used for salaries and/or life paths, dispensation has to be requested from the pensions dispensation committee. The pensions dispensation committee will grant dispensation to that individual company if the relevant consultative body within that company has agreed to using the FAR budget for salaries and/or life paths.

Partner pension

The partner pension is 50% of the accrued old age pension. This pension commences on the first day of the month in which the (former) member dies. A fictitious partner pension is also accrued for single persons.

Orphans' pension

The orphans' pension is a maximum of 14% of the total accrued old age pension for each child. For full orphans, that percentage is doubled. The orphans' pensions for all children jointly may not, however, amount to more than 70% of the accrued old age pension. The orphans' pension will be payable until the first day of the month following the moment the child no longer meets the following criteria:

1. the child is under 18 years of age;
2. the child is under 27 years of age, and pursuant to a decision from the social security administration agency of the Dutch Invalidity Insurance (Young Disabled Persons) Act (WAJONG), will most likely be unable to earn 55 percent of that which physically and mentally healthy persons, whose circumstances are otherwise the same, will be able to earn in the next year.
3. the child is under 27 years of age, and the time available for work is largely taken up by or in connection with going to school or attending a course.

Pension limitation

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

There is no entitlement to partner pension if the member gains a partner after having taken advantage of the choice to convert the accrued (fictitious) partner pension into a higher old age pension or early retirement.

Flexible elements

Members can retire earlier than the prescribed retirement age. The opportunity is also offered to take part-time retirement. In all these cases, the accrued old age pension is reduced by means of actuarially neutral conversion as described above.

Members are offered the choice of (partly) converting the accrued partner pension into a higher old age pension or (partly) converting the accrued old age pension into a higher partner pension at the prescribed retirement age. The employer should be informed of the choice at least a year before the prescribed retirement age. No medical guarantee is required for (partial) conversion.

Consent from the partner is, however, required for (partial) conversion of the partner pension into a higher old age pension. The companies rely on the information provided by the member. If, due to the member supplying incorrect information or as a result of his negligence in supplying information the pension obligations ensuing from the pension scheme are not covered by insurances, no pension rights can be derived for that part of the pension obligations.

Members can agree a high – low pension with the employer in an actuarially neutral manner at the retirement date.

Members are given the opportunity to build up more savings to supplement their (reduced) pension.

All such choices must be made within the tax limits.

Occupational disability pension

The occupational disability pension lapsed on 31 December 2005, except for members who became sick before 1 January 2004 and to whom the Occupational Disability Insurance Act (and underlying law and legislation) applies and continues to apply. For those members, the relevant conditions of the collective labour agreement 2003-2004 regarding occupational disability pension in the course of payment continue to apply.

Concurrence

If the member is eligible for benefit pursuant to the WIA, or its predecessor the WAO, whether supplemented with benefit received pursuant to an occupational disability insurance or not, the total of these benefits is deducted from the pension receivable pursuant to the pension scheme. The member shall inform the employer immediately if he becomes eligible for any of the above benefits or in the event of any change to such benefits.

Indexing

The employer shall endeavour to adjust the pensions and contribution-free rights of former members to the developments of the CBS consumer price index figure up to a maximum of 3% per year. The accrued rights of active members are adjusted annually to the collective labour agreement salary development in the insurance sector.

Continued pension accrual in the event of occupational disability

Pension rights continue to be accrued during occupational disability for the difference between the income earned directly before the member became (partially) occupationally disabled and the new income (income from resumption of work plus any supplements from the employer); for the continuing part, the pensionable income is adjusted to the collective labour agreement salary development in the insurance sector.

Early eligibility scheme

For inclusion in the scheme, the partner pension and orphans' pension are covered on a risk basis.

Transitional measures

The transition from the former basic pension scheme to the new basic pension scheme entails a number of transitional measures.

Supplementary FAR budget

In addition to the new basic pension scheme, employees who

- were employed by a company on 31 December 2005 and

- were members of the former basic pension scheme and
- were employed by that company on the date on which the company scheme based on the new basic pension scheme came into force, receive a supplementary FAR budget of (average) 0.7% of the annual salary. This FAR budget must fulfil the same conditions as described above under 'flexible supplementary scheme'.

This supplementary FAR budget lapses as soon as an employee enters the employ of another employer and becomes a member of that employer's pension scheme. Also when changing employer within the sector, the employee will be treated as a new employee and his entitlement to this supplementary FAR budget lapses.

Accrued rights

The pension rights accrued in the former basic scheme, including accrued pre-pension and bridging pensions are fixed for each individual on the introduction date of the new basic pension scheme and made contribution free. If the member is still in active service, these contribution-free rights are kept wage index-linked by adjusting them annually to the collective labour agreement salary development in the insurance sector. The flexible elements of the new basic scheme also apply to these accrued contribution-free rights.

Transitional measures for the 'pre-pension gap 62-65'

As a result of the introduction of the pre-pension scheme, a gap has been caused for those employees who were already members of the basic pension scheme that applied before 1 January 1999 because the accrued contribution-free rights take effect at retirement age in the former pension scheme.

The employer builds up this pre-pension gap for those members proportionally from 1 January 1999 to the former pre-pension age in the form of a supplementary pre-pension. As of 1 January 2006, the payment of this pre-pension gap is translated into payment of the old age pension gap from the age of 65 (old age pension and dependents' pension), by means of exchange.

For the future accrual in this transitional scheme, advantage is taken of the possibilities offered by the Early Retirement, Pre-Pension and Life-Path Savings Scheme Act under the 'payment of service years' tax scheme. From 1 January 2006, up to the former pre-pension age, the payment of the old age pension gap is continued for a maximum of 15 year and will therefore be terminated no later than 31 December 2020.

Appendix VII,

as referred to in clause 8.3 of the collective labour agreement

Transitional scheme for employees aged 56 and over on 31 December 2005

Basic pension scheme for the insurance sector, former

On 1 January 2006, parties agreed a new basic pension scheme for the sector. This new basic pension scheme replaces the former basic pension scheme as of that date. Pursuant to the statutory transitional measures, however, there is an exception for members of the pension scheme aged 56 or over on 31 December 2005. For them, the basic pension scheme below continues to apply, including transitional measures, where these members are entitled to them, with exception of a number of conditions related to pension (accrual) in the event of occupational disability.

Members

Employees aged 18 and over to whom the collective labour agreement for the insurance sector for office staff applies.

Date of inclusion

There is a waiting period of one year for inclusion in the scheme. After that year, inclusion takes place with retrospective force to the date of commencement of employment, but no earlier than from the first day of the month in which the 18th birthday falls. During the waiting period, partner pension and orphans' pension are covered on a risk basis.

Prescribed retirement age

The prescribed retirement age is the first day of the month in which the member reaches the age of 62.

If the employee wishes to retire earlier than the prescribed pensionable age, the employee must come to an agreement with the employer at least six months prior to the desired retirement date. If the employee wishes to retire later than the prescribed retirement age the employee must come to an agreement with the employer in this respect at least six months prior to the desired retirement date. In such a case, the employer will take the employee's income position into account in evaluating the request.

If the retirement date differs from the prescribed retirement age, the level of the pension will be reduced or raised by means of actuarially neutral conversion, based on the risk systems on which the financing of the pre-pension scheme is based and the applicable actuarial interest rate. The employer will also take the value of the supplementary schemes as defined in clause 8.3 of this collective labour agreement into account in the actuarially neutral conversion of the pension, if the member would have qualified for this scheme at the prescribed retirement age. The opportunity is also offered for part-time retirement. The employee should make an agreement with the employer in this respect. The same notice period applies as with early or deferred retirement.

Pensionable income

The pensionable income is 12 times the monthly salary plus holiday bonus with a maximum pensionable income of 5 times the permitted exemption. Reference date for the pensionable income is 1 January.

Permitted exemption

The permitted exemption for 1998 is fixed at € 13,456.40. This amount is 10/7 of the post-Oort Old Age Pension for single persons including holiday bonus. The permitted exemption is indexed annually with the collective labour agreement salary development in the insurance sector. At 1 January 2010 the permitted exemption was € 18,217.72.

If, in a progressive average over five years the salary/Old Age Pension development differs by more than 3%, it is the parties' joint responsibility to seek a solution.

Pensionable salary

The pensionable salary is equal to the pensionable income minus the permitted exemption. Reference date for the pensionable salary is 1 January. For part-timers the pensionable salary is calculated proportionally.

Old Age Pension

The old age pension for membership years after 1 January 1999 is based on an indexed average salary system. The accrual per year amounts to 1.75% of the pensionable salary for the year in question. The pension starts on the first day of the month in which the member reaches the age of 62.

Bridging pension

The accrual of the bridging pension is 2.5% of the last established permitted exemption per actual membership year in the company pension scheme from 1 January 1999, with a maximum of 100%. For part-timers the bridging pension is calculated proportionally. The bridging pension commences on the first day of the month in which the member reaches the age of 62 and is paid up to the first day of the month in which the member reaches the age of 65.

Partner pension

The partner pension is 50% of the accrued old age pension. This pension commences on the first day of the month in which the (former) member dies. A fictitious partner pension is also accrued for single persons.

Orphans' pension

The orphans' pension is a maximum of 14% of the total accrued old age pension for each child. For full orphans, that percentage is doubled. The orphans' pensions for all children jointly may not, however, amount to more than 70% of the accrued old age pension. The orphans' pension will be payable until the first day of the month following the moment the child no longer meets the following criteria:

1. the child is under 18 years of age;
2. the child is under 27 years of age, and pursuant to a decision from the social security administration agency of the Dutch Invalidity Insurance (Young Disabled Persons) Act (WAJONG), will most likely be unable to earn 55 percent of that which physically and mentally healthy persons, whose circumstances are otherwise the same, will be able to earn in the next year.
3. the child is under 27 years of age, and the time available for work is largely taken up by or in connection with going to school or attending a course.

Pension limitation

If the member's partner is more than ten years younger, then the partner pension is reduced by 1.1% of the old age pension for each full year of the age difference over ten years. There is no entitlement to partner pension if the member gains a partner after having taken advantage of the choice to convert the accrued (fictitious) partner pension into a higher old age pension or early retirement.

Flexible elements

Members can retire earlier or later than the prescribed retirement age. The opportunity is also offered to take part-time retirement. In all these cases, the accrued old age and bridging pensions are reduced or increased by means of actuarially neutral conversion as described above.

Members are offered the choice of (partly) converting the accrued partner pension into a higher old age pension or (partly) converting the accrued old age pension into a higher partner pension at the prescribed retirement age. The employer should be informed of the choice at least a year before the prescribed retirement age. No medical guarantee is required for (partial) conversion.

The accrued partner pension can also be used for early retirement. Consent from the partner is, however, required for (partial) conversion of the partner pension into a higher old age pension. The companies rely on the information provided by the member. If, due to the member supplying incorrect information or as a result of his negligence in supplying

information the pension obligations ensuing from the pension scheme are not covered by insurances, no pension rights can be derived for that part of the pension obligations. Members can agree a high – low pension with the employer in an actuarially neutral manner at the retirement date.

Members are given the opportunity to build up more savings to supplement their (reduced) pension.

All such choices must be made within the tax limits.

Occupational disability pension

The occupational disability pension lapsed on 31 December 2005, except for members who became sick before 1 January 2004 and to whom the Occupational Disability Insurance Act (and underlying law and legislation) applies and continues to apply. For those members, the relevant conditions from the collective labour agreement 2003-2004 regarding occupational disability pension in the course of payment continue to apply.

Concurrence

If the member is eligible for benefit pursuant to the WIA, or its predecessor the WAO, whether supplemented with benefit received pursuant to an occupational disability insurance or not, the total of these benefits is deducted from the pension receivable pursuant to the pension scheme. The member shall inform the employer immediately if he becomes eligible for any of the above benefits or in the event of any change to such benefits.

Indexing

The employer shall endeavour to adjust the pensions and contribution-free rights of former members to the developments of the CBS consumer price index figure up to a maximum of 3% per year. The accrued rights of active members are adjusted annually to the collective labour agreement salary development in the insurance sector.

Continued pension accrual in the event of occupational disability

Pension rights continue to be accrued during occupational disability for the difference between the income earned directly before the member became (partially) occupationally disabled and the new income (income from resumption of work plus any supplements from the employer); for the continuing part, the pensionable income is adjusted to the collective labour agreement salary development in the insurance sector.

Early eligibility scheme

For inclusion in the scheme, the partner pension and orphans' pension are covered on a risk basis.

Transitional measures

The transition from the former early retirement and basic pension scheme to the new basic pension scheme entails a number of transitional measures:

Pre-pension scheme

Unlike the new basic pension scheme, for employees who

- were members of the former basic pension scheme and
- were employed by a company on 1 January 1999 and
- were employed by that company on the date on which the company scheme based on the new basic pension scheme came into force, the new basic pension scheme with a retirement age of 65 years applies. Additionally, these employees are eligible for a pre-pension scheme with a prescribed pre-pension age of 62. The pre-pension is accrued from 1 January 1999 or the actual date on which the company scheme based on the new basic pension scheme came into force. The latest date of commencement is 1 January 2001.

The pre-pension is based on an indexed average wage system. The accrual per year comprises various components, namely:

- 1.75% of the pensionable income for the year in question
- and

- 0.75% of the permitted exemption established for the year in question.

These employees are therefore not entitled to a bridging pension. The pre-pension

commences on the first day of the month in which the member reaches the age of 62 and is paid out up to the first day of the month in which the member reaches the age of 65.

Contrary to what is defined above, for employees born on or before 1 January 1949 the prescribed pre-pension age is lowered in accordance with the scale below:

Born on or before:	prescribed pre-pension age (years and months):
1 January 1943	61.0
1 January 1945	61.3
1 January 1947	61.6
1 January 1949	61.9

During the course of payment of the pre-pension, commencing on the prescribed pre-pension age, accrual of the old age pension takes place in the applicable pension scheme.

Accrued rights

The pension rights accrued in the former basic scheme are established for each individual as at the introduction date of the new basic pension scheme and made contribution free. These contribution-free rights are kept wage index-linked by adjusting them annually to the collective labour agreement salary development in the insurance sector. The accrued contribution-free rights are incorporated into the new flexible basic scheme, making the flexible elements of the new basic scheme also applicable to these rights. To this end, the contribution-free values will be transferred collectively as of the introduction date of the new basic scheme.

Rights to be accrued

As a result of the introduction of the aforementioned pre-pension scheme, for those employees who were members of the former basic pension scheme, a gap is caused because the accrued contribution-free rights in this former pension scheme take effect at the retirement age of 65. The employer bridges this pre-pension gap proportionally from 1 January 1999 to the former prescribed pre-pension age in the form of a supplementary pre-pension.

If the pre-pension date differs from the prescribed pre-pension age the level of the pre-pension is reduced or raised by means of actuarially neutral conversion based on the risk systems on which the financing of the pre-pension scheme is based and the applicable actuarial interest rate. The employer will also include the value of the supplementary schemes as defined in clause 8.3 of this collective labour agreement in the actuarially neutral conversion of the pre-pension if the member would have qualified for this scheme at the prescribed pre-pension age.

Claims pursuant to this pre-pension scheme can be flexibilised in accordance with what is defined under 'flexible elements', on the understanding that the choice to convert the accrued partner pension for members of the pre-pension scheme should at least be offered at the retirement date.

If no other or further supplement is given, the pre-pension scheme must fulfil the criteria, where applicable, as defined in the new basic pension scheme.

In the event of concurrence of membership of the new basic pension scheme and membership of the pre-pension scheme and the supplementary scheme, as defined in clause 8.3 of the collective labour agreement, members are only entitled to membership of the last two schemes.

**Appendix VIII,
as referred to in Article 3.2 and 3.6 of the collective labour agreement**

Transitional scheme working time older employees employed on 1/1/2010

1. Employees who work over 1976 working hours a year, were born before 1 January 1955 and employed by a company on 1 January 2010, can come to an agreement with the employer to work an additional 104 hours less on an annual basis, against proportionate adjustment of the working hours-related collective labour agreement conditions (salary, holiday bonus, annual payment, pension and holiday). In those cases, prevailing company-specific schemes will not be adjusted to the changed working hours.
2. Employees who have an employment agreement for an indefinite period of time, were born before 1 January 1955 and employed by a company on 1 January 2010, are entitled to the following reduction of working hours:

in the year in which he reaches the age of 60: 2 hours a week.
in the year in which he reaches the age of 61: 3 hours a week.
in the year in which he reaches the age of 62 and in the years following the year in which he reached the age of 62: 4 hours a week.

The abovementioned reduction in working hours only applies if the number of working hours is over 1976 a year. Employees who work part-time are entitled to a proportionate reduction in working hours.

Combined with paragraph 1, this leads to the following possible number of working hours:

Age	Number of hours menu	Number of hours reduction in working hours	Total number of hours reduction	Working hours per week
59	4	-	4	34
60	4	2	6	32
61	4	3	7	31
62 or older	4	4	8	30

The reduction in working hours can be taken in hours per day or per week. where appropriate, the employee can in isolated cases take the reduction in working hours in another way, in consultation with the employer and provided that the company conditions allow it. During full or partial occupational disability, and during holidays, there will be no accrual of entitlement to reduction in working hours. The reduction in working hours that the employee enjoys should not impair his position level.

Holiday transitional scheme

Article 3.6.1.a does not apply to employees who were already employed with an employer to which the collective labour agreement for the insurance sector (office staff and field workers) applies on 1 January 2010. As at 1 December 2009, they will be entitled to the number of hours of holiday per calendar year as indicated in the graduated scale below:

Age	Holiday
up to 34 years of age	200 hours
35 through 44 years of age	208 hours
45 through 54 years of age	216 hours
55 years of age and older	224 hours

Calculated as of 1 January 2010, employees can make a maximum of two steps in the graduated scale. After that, the number of awarded hours of holiday will no longer be adjusted on the basis of age.

For the determination of the age, the age that the employee has reached on 1 January of the relevant year will apply.

In the event that the employee switches to a different employer within the scope of the collective labour agreement, the employee can no longer rely upon this transitional scheme, and Article 3.6.1.a. will apply.

The following categories of employees will continue to be able to rely upon the holiday transitional scheme if they switch to another employer within the scope of the collective labour agreement:

1. employees who were 50 years or over on 1 January 2010;
2. employees who can demonstrate that their switch to another employer within the scope of the collective labour agreement was directly due to a termination of the employment agreement of the employee initiated by the previous employer, and that this termination took place within the framework of a collective dismissal or on the basis of a redundancy package, and that the employee entered the employment of the new employer immediately following termination of the previous employment agreement. It is up to the employee to communicate and demonstrate this to the new employer.

Recommendations

The Dutch Association of Insurers has agreed with the unions to make the following recommendations to its members.

1. *Disclosure of incomes*
Insurers have recognised the desirability of a gradual development towards more openness with regard to incomes per personnel category within the company and are prepared to aim their policy at promoting this. The recognisability of individual information should be avoided.
2. *Employee saving scheme*
The companies are advised to take advantage of the possibility offered by legislation for employee saving schemes.
3. *Surviving Dependents Act*
The companies are advised to offer the facility for employees to insure themselves in favour of their surviving dependents against non-applicability of the Surviving Dependents Act. If the employee takes advantage of this facility, the contribution will, in principle, be paid by the employee.
4. *Introduction of variable reward*
The companies are advised to add variable reward components to the pensionable salary when introducing (more) reward variability.
5. *Flexible elements of the basic pension scheme*
The companies are advised to also offer former members of the basic pension scheme the opportunity to take advantage of the flexible elements incorporated into the basic pension scheme.

Glossary

In alphabetical order, according to subject, with reference to clauses

A

Annual bonus	4.8
Applicant	2.7
Appointment	2.1

B

Bank holidays	3.5.3, 3.7
---------------	------------

C

Care leave	3.9
Family responsibilities	3.3.7, 3.4.2
Choice system employment conditions	5.1, 5.2
Cohesive mobility policy	6.2
Collective labour agreement	
- definition of term, working atmosphere	1.1
- interpretation, dispensation	1.3, Appendix II
- term	1.5
- transitional condition	1.4
Compliance	1.5
Conscientious objections	2.6
Continued salary payment during sickness	4.9

D

Death	
- benefit	4.10
- special leave	3.8
Discrimination	2.8
Dispensation	
from CBA conditions	1.1.2, 1.3.3,
from the (basic) pension scheme	8.1.4, Appendix VI (FAR)

E

Education	
- apprenticeship	6.6
- emancipation	6.4.1
- policy	6.3
- social policy	6.2
- special groups	6.1.3
- young people	6.5
Emancipation	6.4
Emergency leave	3.9.4
Employee	1.1.1
Employer	1.1.1
Employment contract	
- definite period and indefinite period	2.1.1
- working hours	3.1
Employment Projects Protocol	6.3
Employment	6.1, 6.3
Environment	7.4
Exchange of employment conditions	5.3

F

Flexible employment conditions	5
Flexible supplementary scheme	Appendix VI

H	
Holiday bonus	4.7
Holidays	3.6
Hourly rate	4.4, 4.5, Appendix IV
I	
Insurers' Code of conduct	2.9
L	
Leave related to forthcoming retirement	3.10
M	
Moving house	2.5
N	
Notice periods	2.1.3, 2.1.1.e
O	
Older employees	
- employment and training policy	6.3
- social policy	6.2.1
- working hours	3.2
On-the-job training	6.5
Overtime	3.4
- remuneration	4.5
- shift work	3.5
P	
Parental leave	3.9.6
Partner	
- definition of term	1.1, 3.8.1, Appendix I
- pensions	Appendix VI and VII
Part-time	
- applicable working hours	3.3.5
- emancipation	6.4.1
- employment	6.1.3.d
- holiday entitlements	3.6.7
- reporting sick	3.6.9
- salary scales	4.3.1.e
- shorter working hours	3.1.3
Pension	
- care leave	3.9
- dispensation	8.1.4, Appendix VI
- flexible employment conditions	5.4
- indexation	Appendix VI
- leave related to forthcoming retirement	3.10
- other provisions	8.4
- own contribution employee	8.2
- parental leave	3.9.6
- supplementary scheme	8.3
- transitional scheme 56 and over	Appendix VII
- transitional scheme	8.3
- working hours	3.1
Privacy protection	8.1, Appendix VI and VII
R	
Reduction in working hours	2.3
- in choice system	5.2
- in social plan	6.1

S

Salary groups	4.1, Appendix III
Salary scales	4.3, Appendix IV
Salary	1.1.1, 4.3
Schooling and training	6.6, 6.1.3, 6.3
Screens	7.3
Shift work	3.5, 4.6
Sick leave supervision and reintegration	7.2
Sick leave	7.1
Social Annual Report	6.2.6, Appendix V
Social policy	6.2, 6.3, 6.4.1
Special leave	3.8
Suspension	2.2

T

Telecommuting	7.5
Term of collective labour agreement	1.5
Thirteenth month (see annual bonus)	
Trial period	2.1.2.c

U

Union dues	2.4.4
Union activities	2.4, 3.8

W

Working conditions	7
Working hours for older employees	3.2
Working hours framework	3.3, 4.4