



**Collective Agreement
for the Dutch Technical Wholesale Sector**

1 January 2019 to 30 September 2022

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GENERAL NOTES

Scope

This Collective Agreement applies to the employment contracts of employees employed by an employer or company as referred to in Articles 1 to 7 and 9 to 11 of this Collective Agreement.

Compliance

Employers and employees in the technical wholesale sector are obliged to comply fully with the provisions of this Collective Agreement. Any stakeholder who believes that this Collective Agreement is not strictly complied with may request the Permanent Committee to notify the company in question of its failure to observe the Collective Agreement, specifying the provisions that are not complied with.

Declaration of universal application

Once the provisions of the Collective Agreement for the Dutch Technical Wholesale Sector have been declared universally applicable, they apply to all employers and employees in the Dutch technical wholesale sector, regardless of whether or not an employer is a member of the employers' association WTG.

Translation

This English translation is provided for convenience only. In the event of any inconsistency or conflict between the original Dutch version and this translation, the Dutch version will prevail.

PARTIES TO THE COLLECTIVE AGREEMENT:

the association Werkgevers Technische Groothandel, with registered office in The Hague
on behalf of the employers, of the one part,

and

the association Alternatief Voor Vakbond,
with registered office in Amsterdam,

the association FNV,
with registered office in Utrecht,

the association CNV Vakmensen,
with registered office in Utrecht,

the association De Unie,
with registered office in Culemborg,

on behalf of the employees, of the other part,

have concluded the following Collective Agreement for the period 1 January 2019 to 30
September 2022:

CHAPTER I - TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1 - DEFINITIONS

Article 1 - Wholesale trade

A company's business of purchasing goods at its own risk and expense, keeping such goods in stock as needed and selling them to business users, business consumers, processing companies, wholesalers and/or retailers. These goods can be sold either in the same condition or after being processed, treated or packaged in accordance with normal wholesale practice.

Article 2 - Steel

- a. The wholesale trade in products made of steel by whatever process and of any alloy, worked or unworked, such as bars, sections, strips, plates and sheets, whether profiled or not, strip steel, wire, moulded products, tubes, pipes, tube and pipe accessories and fittings, and any other semi-finished steel products, with the exception of the wholesale trade in scrap metal.
- b. The wholesale trade in central heating installation materials, such as boilers, radiators and fittings, including climate control products and components.

Article 3 - Ferrous and non-ferrous metals

The wholesale trade in ferrous and non-ferrous metal blocks and semi-finished products made from such blocks, with the exception of old ferrous and non-ferrous metal blocks or waste.

Article 4 - Metal goods

- a. The wholesale trade in large iron items (items used in and incorporated in metal or steel structures, also where these are made of materials other than steel). Metal or steel structures means any construction of metal parts by means of prefabricated auxiliary attachments such as fittings.
- b. Tools made of steel, ferrous metals, non-ferrous metals, wood, rubber and/or synthetics with any finish and of any design, as well as machines and equipment for maintenance workshops and/or garages, with the exception of anchored manufacturing machines, machine tools and production equipment used in industry.
- c. Items for agricultural and horticultural use (items, tools and accessories that are used in agriculture and horticulture and in ornamental gardens and that are made of steel, wood, ferrous metals, non-ferrous metals and/or synthetics, with any finish and of any design, with the exception of traction and soil cultivation machines and installations used in professional agriculture and horticulture).
- d. Construction items (items that are used for the finishing of buildings and ships and that are made of steel, wood, ferrous metals, non-ferrous metals or synthetics, with any finish and of any design).
- e. Wire and wire materials, such as wire mesh.

- f. Small hardware items (items made of steel, wood, ferrous metals, non-ferrous metals and/or synthetics and that are used in the manufacture of structures or that are incorporated in structures).

Article 5 - Sanitary ware and fittings

The wholesale trade in items that are used mainly or exclusively in building-related infrastructural facilities (installations) involving water (supply and drainage) and gas plumbing for the assembly of bath, shower, washbasin, bidet, lavatory and urinal combinations, as well as geysers, water heaters, pressure governors and similar appliances for hot-water supply, as well as sewage items made of cast iron and synthetics.

Article 6 - Electrical and electronic products

- a. The wholesale trade in items that are used in building-related infrastructural facilities (installations) involving electrical energy and information systems, as well as items such as electrical equipment, measuring and control equipment and electronic or electrical materials used in subsystems.
- b. The wholesale trade in lighting items, electrical domestic appliances, audio and video products and aerial equipment.
- c. The wholesale trade in standard electrical and electronic products/components for industrial installations.

Article 7 - Household products

The wholesale trade in heating equipment, cooking appliances, domestic appliances, cooking, baking, frying and kitchen utensils for private domestic use and made of iron, steel, wood or synthetics, with the exception of furniture.

Article 8 - Excluded companies and sectors & Dispensation clause

- 1. Employers who have, as such, run a company as defined in this Collective Agreement for less than three years, with the exception of companies that do not qualify as start-ups, may submit a substantiated application for dispensation from this Collective Agreement to the Permanent Committee referred to in Article 53. The dispensation lasts for a maximum of three years from the company's start date.
- 2. This Collective Agreement does not apply to employers and employees who, by virtue of the nature of the activities undertaken by the company in question, come under the (defined scope of) the collective agreement for:
 - a. the metalworking industry;
 - b. the electrical and technical engineering industry;
 - c. the gold and silver processing industry;
 - d. the metal and electrical ('Metalektro') industry;
 - e. senior staff in the metal and electrical industry;
 - f. the construction industry;
 - g. executive, technical and administrative staff in the construction industry.
- 3. A company may apply for dispensation from this Collective Agreement by contacting the Permanent Committee referred to in Article 53 and following the procedure set out below.
 - a. An application for dispensation must be submitted in writing to the Permanent

- Committee, stating 'Dispensation'.
- b. The application must contain at least the following information:
 - name and address of the applicant;
 - the signature of the applicant;
 - an accurate description of the nature and scope of the application;
 - the applicant's arguments to qualify for dispensation;
 - the date.
 - c. If the Permanent Committee is of the opinion that the application is insufficiently detailed, substantiated or documented, the applicant will be notified within 2 weeks about the additional information and documents that must be provided to supplement the application. The applicant will be given a period of 2 weeks to submit the additional information to the Permanent Committee.
 - d. The application will not be considered if the additional information is either not provided or not sufficient. The applicant will be notified accordingly in writing.
 - e. Within 2 weeks of receipt of a sufficiently detailed, substantiated and documented application or within 2 weeks of receipt of the requested additional information, the Permanent Committee will inform the applicant that the application will be considered.
 - f. The Permanent Committee will assess whether dispensation can be granted by reference to the following criteria:
 - whether there are any special circumstances, temporary or otherwise, that are atypical for the sector and as a result of which the applicant cannot reasonably be required to apply the Collective Agreement (or provisions of the Collective Agreement) in full; and
 - whether the applicant has another arrangement in place which is at least equivalent to this Collective Agreement (or provisions of this Collective Agreement) and which has been adopted in consultation with an employees' organization that is independent of the employer.
 - g. The Permanent Committee will inform the applicant in writing of its decision and the grounds for its decision as soon as possible but within 8 weeks of the application being accepted for consideration. The Permanent Committee may extend this period once by 8 weeks.

Article 9 - Employer

1. A company, run by a natural person or a legal entity, in which more than 50% of the time worked is spent on the wholesale trade in steel, ferrous and non-ferrous metals, metal goods, sanitary ware and fittings, electrical products and/or household products.
2. A legal entity which is a holding company with one or more natural persons or legal entities as referred to in Paragraph 1, hereinafter referred to as 'operating companies', that belongs to an economic and/or organizational entity in which the operating companies do not have any employees themselves, but in which all employees are employed by the holding company, while more than 50% of the hours worked by these employees are actually worked for the aforesaid operating companies.

Article 10 - Employee

1. Anyone who has an employment contract with an employer.

2. A distinction is made between:
 - a. an employee who is placed in one of the job grades mentioned in Article 26 on the basis of his or her position or job;
 - b. a sales representative in the permanent employment of an employer;
 - c. an employee not covered by clauses a or b.

Article 11 - Employment / employment contract

An open-ended employment contract and a fixed-term employment contract.

Article 12 - Temporary workers

Individuals made available as workers to the employer by natural persons or legal entities in the course of their business, in exchange for payment, to perform work that is customary in their company.

Article 13 - The trade unions

The employees' organizations involved in the preparations for and parties to this Collective Agreement.

Article 14 - Income, annual income and salary

1. Income is defined as the fixed gross monthly salary agreed between the employer and the employee by virtue of the employment contract.
2. Income for sales representatives is defined as the agreed fixed gross monthly salary plus any commission.
3. Annual income is defined as the income referred to in Paragraph 1 or 2 converted to an annual amount plus:
 - a. the following allowances:
 - holiday pay;
 - qualification allowance;
 - allowance for regularly recurring overtime;
 - shift work allowance;
 - other fixed allowances;
 - b. performance-related pay;
 - c. fixed bonus.
4. Salary as defined in Paragraph 1 of Article 47 of this Collective Agreement means the cash income from employment, with the exception of:
 - earnings from overtime;
 - holiday pay;
 - profit-sharing bonuses;
 - bonuses on special occasions;
 - payments made pursuant to entitlements to one or more benefits after a period of time or subject to a condition;
 - allowances to the extent that these can be regarded as intended to cover necessary costs incurred by the employee in connection with his or her employment;
 - special allowances for breadwinners and heads of household;
 - benefits under a premium savings scheme as defined in Section 31a(1) of the Dutch

Wages and Salaries Tax Act 1964 (*Wet op de loonbelasting 1964*), or
- a year-end bonus.

SECTION 2 - INDIVIDUAL EMPLOYMENT CONTRACT AND EMPLOYMENT

Article 15 - Content of the individual employment contract

A written employment contract will be entered into between the employer and the employee containing provisions on the nature of the employment.

Article 16 - Commencement of employment

1. The employer shall in any case inform each employee in writing of the following at the start of employment:
 - a. the employment start date,
 - b. the position to which the employee is appointed;
 - c. if applicable, the job grade in which the employee is placed;
 - d. the agreed working week and the working hours and allowance schemes applicable to the employee;
 - e. the salary awarded to the employee on the basis of his or her age or the incremental scale pertaining to the job grade in which he or she is placed, or the salary agreed in the individual employment contract.
2. Except as expressly otherwise provided in the written employment contract, the employment is for an indefinite period.
3. The employer and the employee may agree on a probationary period. Section 652 in Book 7 of the Dutch Civil Code will apply in that case.

Article 17 - Fixed-term employment contract

With regard to a fixed-term employment contract, the Collective Agreement follows the provisions of Section 668a in Book 7 of the Dutch Civil Code.

Article 18 - End of employment

1. The Collective Agreement follows the provisions of Section 672 in Book 7 of the Dutch Civil Code with respect to the notice period to be observed.
2. The employment contract ends by operation of law on the day on which the employee reaches state pension (AOW) age.

Article 19 - On-call and standby workers

1. If an employee is employed on an on-call basis, the employer must offer at least 16 hours of work per month.
2. If an employee is called out by the employer but is prevented from coming to work, no salary will be due for the hours of work offered on that occasion.
3. If no call to work occurs during a calendar month or if a worker is called to work for less than 16 hours per calendar month, the employer will have to pay the on-call worker a minimum of 16 hours' salary.

Article 20 - Part-time work

1. To increase the level of workforce participation, efforts will be made to increase the number of part-time workers in the company. Part-time employment means employment for less than the normal weekly working hours agreed in the employment contract. The aim is to enter into an employment contract for a minimum of eight hours per week, and in any case at least 28 hours per month.
2. Requests for part-time work will be considered sympathetically and be granted where possible. No positions are excluded from part-time work beforehand. In the event of vacancies or new positions, it will be systematically assessed whether part-time work is possible. In principle, the introduction of part-time work may, in itself, not lead to a reduction in staffing levels.
3. There must be equal treatment between part-time and full-time staff. The provisions regarding overtime payment apply to part-time employees only to the extent that overtime is worked outside the company's normal working hours. If a part-time employee works more than the agreed number of hours within the normal daily working hours, the salary for the extra hours worked must be increased by the regular income components such as holiday pay, and the employee will accrue the regular holiday entitlement for such hours.
4. In principle, an employee's request to change his or her number of working hours will be granted, except if the employer cannot be expected to grant the request because of business interests. As a rule, a decision will be made within one month. If an employee with a part-time employment contract regularly exceeds his or her agreed number of working hours, the employment contract may be revised by mutual agreement. In case of vacancies, employees with part-time contracts will be given priority if they wish to increase their number of working hours, subject to consent of their employer.
5. Part-time work does not include work performed by on-call and standby workers.

Article 21 - Temporary workers

1. The employer shall notify the works council of the engagement of temporary workers and of the number of temporary workers engaged, the ratio of this number to the number of permanent employees, the nature and duration of the work done by the temporary workers and the total costs associated with the engagement of the temporary workers.
2. The period worked by a temporary worker is always regarded as being covered by a single fixed-term contract.
3. The hiring employer must ascertain that the temporary employment agency applies the following to temporary workers hired: the provision of Paragraph 2 as well as the applicable provisions of the Collective Agreement for Temporary Workers.
4. Employers may only make use of temporary employment agencies that are registered in the Labour Standards Register (*Register Normering Arbeid*) of the Labour Standards Foundation (*Stichting Normering Arbeid*) and that comply with the NEN 4400-1 standard or, in the case of foreign temporary employment agencies, with the NEN 4400-2 standard for foreign companies.

Article 22 - Reimbursement of expenses

The employer reimburses the employee for all expenses actually incurred by the employee in carrying out the employment.

Article 23 - Sales representatives

1. In practice, the category of sales representatives can include a variety of job titles. A fundamental condition in this regard is that only positions that meet the following criteria qualify as such:
 - a. the employee is employed by the employer, his or her main activity being to act as an intermediary in the conclusion of sales or trade agreements;
 - b. as such the employee has independent commercial responsibility with a large degree of freedom of action;
 - c. as a representative the employee is responsible, partly based on his or her knowledge, for the sale of a wide range of products;
 - d. the employee works in a predominantly itinerant position.
2. From the first year of employment, calculated over a period of one year, the amount paid in monthly salary and any commission to an employee employed as a sales representative must on average be at least equal to the salary specified in the Collective Agreement salary scale (see Schedule 1 to the Collective Agreement) for 0 increments in grade V. This salary increases by at least 1 increment per year of service to a minimum of 7 increments in grade V after 7 years of service.
3. The employer is obliged to take out accident insurance for the vehicle made available to the sales representative for the performance of his duties.
4. Article 26 (Job grades) and Section 5 (Working week, working hours and allowances) of this Collective Agreement do not apply to sales representatives.
5. In any event, field sales representatives will receive the salary increases mentioned in Paragraph 1 of Article 32. The employer may set off individual salary increases against the salary increases in accordance with the Collective Agreement.

Article 24 - Director under the articles of association

This Collective Agreement does not apply to the company's director under its articles of association.

SECTION 3 - JOB GRADES

Article 25 - General notes

1. The classification of employees into job grades should be based in the first place on the general description given for each grade in the introductory paragraph.
2. The activities mentioned in the introductory paragraph of each grade are listed as examples only. These lists are only indicative and non-binding and no rights can be derived from them. The description of the activities is decisive for the classification. The final classification is made by the employer after consultation with the employee.
3. The employee will be informed in writing of any change in job grade.

Article 26 - Job grades

There are seven job grades, numbered 0 to VI.

JOB GRADE 0

1. Employees with little or no education and/or work experience, who, given the simplicity of the job, can start working immediately after a brief instruction. An induction period is not required. The maximum time spent in job grade 0 is 18 months.
2. Examples of job titles:
 - Kitchen steward in a staff restaurant
 - Warehouse sweeper.

JOB GRADE I

1. Employees holding a position in which the emphasis is on performing simple, repetitive and similar tasks without the need for specific knowledge and/or experience.
2. Examples of job titles and tasks:
 - Administrative assistant: general supporting activities, simple data input, simple filing work, etc.
 - Goods receipt/warehouse assistant: assisting with packing, loading and unloading goods.
 - Cleaner.
 - Mailroom assistant.

JOB GRADE II

1. Employees holding a position in which the emphasis is on performing simple, repetitive and similar tasks for which some knowledge and/or experience is required.
2. Examples of job titles and tasks:
 - Administrative assistant: coding and registering data in accounting and record-keeping systems, checking documents, making standard confirmations etc.
 - Warehouse assistant: unpacking and checking goods, sorting, repacking and placing goods in storage.
 - Receptionist: operating the telephone switchboard and receiving visitors.
 - Technical assistant: carrying out simple maintenance and minor repairs, cutting/sawing iron and steel using simple equipment.
 - Domestic service assistant.

JOB GRADE III

1. Employees holding a position which involves work requiring a certain degree of professional knowledge and/or broader experience, as well as a certain degree of independence.
2. Examples of job titles and tasks:
 - Accounting assistant/financial administrative assistant: processing financial and administrative data (invoices), accounts receivable and accounts payable accounting, keeping data files up to date.
 - Sales assistant: processing commercial data (purchase and sales orders), keeping data files up to date, handling correspondence related to the activities.
 - Warehouse assistant: taking care of receipt, storage and picking of goods, operating a forklift truck.
 - Driver/delivery person: transporting and delivering small parcels of goods in a delivery

van or small lorry or truck.

- Secretarial assistant: secretarial support, correspondence, diary management, etc.
- Technical assistant: carrying out technical maintenance and assembly work on machines, cutting/sawing iron and steel using complicated/ simple equipment.

JOB GRADE IV

1. Employees holding a position which involves work requiring the employee not only to have a certain degree of professional knowledge and/or experience but also to meet additional requirements (compared to grade III) with regard to autonomy or responsibility.
2. Examples of job titles and tasks:
 - Assistant accountant/financial administrative assistant: keeping sub-accounts, stock records, general records, sales data, data processing, producing statements, etc.
 - Assistant procurement officer: assisting with supplier contacts, inviting/checking quotes, calling orders, monitoring terms of delivery, etc.
 - Sales/telesales assistant: advising and informing customers, selling standard products.
 - Counter clerk/showroom assistant: co-managing the showroom, advising and informing customers, selling standard products.
 - Assistant warehouse manager/stock control assistant/warehouse desk clerk: giving instructions and participating in the receipt, storage and picking of goods, administrative stock-keeping, handling takeaway/visiting customers.
 - Driver: driving a large lorry/truck or articulated lorry/trailer truck.
 - Secretary: secretarial support, correspondence in foreign languages, keeping minutes, etc.
 - Machine operator: performing benchwork tasks.
 - System administrator: managing simple automation tools and peripheral equipment.

JOB GRADE V

1. Employees holding a position which involves work encompassing all activities to be performed within a discipline and therefore requiring both extensive professional knowledge and long practical experience.
2. Examples of job titles and tasks:
 - Bookkeeper/accountant: managing (moderately large) sets of accounting records, balance sheets, etc.; where applicable, giving instructions to one or more employees.
 - Internal sales assistant: internal sales process support, telephone canvassing and sales, taking care of the related order processing and customer service processes.
 - Procurement officer: taking care of preparation, implementation and administration of purchases of simple products/product groups.
 - Warehouse manager: establishing and overseeing work procedures, warehouse layouts and routing, general warehouse management with some assistants.
 - Service engineer: installation and maintenance of and repairs to products delivered to customers.
 - Work planner: preparing work schedules and supervising the quality and progress of projects.
 - System administrator: management, maintenance and adaptation of standard information systems.

JOB GRADE VI

1. Employees holding a position involving the autonomous performance of all activities within a discipline and requiring extensive professional knowledge and several years of practical experience in addition to quality awareness and cost consciousness.
2. Examples of job titles and tasks:
 - Chief accountant/Chief bookkeeper: the operational management and supervision of several sets of accounting records, including the analysis of figures and the drafting of budgets and financial reports.
 - Warehouse and forwarding manager: the overall management of a larger number of employees (>10), including responsibility for costs and the transport and forwarding of commercial products and the associated record-keeping.
 - Procurement manager: developing a product range and negotiating with the relevant suppliers about terms and conditions; carrying out and reporting on market surveys; purchasing specials.
 - Senior internal sales manager: managing and overseeing the sales process, including the associated paperwork, and supporting and managing all activities geared towards the sale of a broad and/or complex product range.

SECTION 4 - SALARY AND REMUNERATION

Article 27 - Minimum salary level

The employee earns at least the salary corresponding to his or her job grade, age and years of experience as specified in the salary scale referred to in Article 28 and included in Schedule 1 to this Collective Agreement.

Article 28 - Collective Agreement salary scale

1. The Collective Agreement salary scale is included in Schedule 1 to the Collective Agreement.
2.
 - a. The salary of an employee under the age of 21 is determined once a year at the end of the payment period in which his or her birthday falls, on the basis of the employee's age at the end of that payment period. The salary determined in accordance with the preceding clause must be paid with effect from the payment period referred to in that clause.
 - b. The salary of an employee over the age of 20 is determined once a year on 1 April on the basis of the number of whole years that the employee has been in his or her job grade after attaining the age of 21, until the highest increment of the relevant grade has been achieved.
 - c. In derogation of clause (b) of this Paragraph, an employee who attains the age of 21 in the period between 1 April and 30 September of any year will be awarded the first increment on 1 April of the following year, and subsequent increments on 1 April in subsequent years.
 - d. The salary of part-time employees will also be determined in accordance with clauses (a), (b) and (c) of this Paragraph 2, with the proviso that the salary will be set at such a lower amount as corresponds to the ratio between the part-time employee's number of weekly working hours and the number of weekly working hours of full-time employees.

- e. Temporary workers are paid according to the job grade appropriate to the duties carried out, and young people are paid the youth salary for the applicable job grade.
3. a. If a new employee over the age of 20 has gained experience elsewhere that may be useful in his or her job, he or she may be granted an entry level increment that is commensurate with that experience.
b. An employee over the age of 20 who entered the employment of a company between 1 April and 30 September of any year will be awarded the first increment on 1 April of the following year and subsequent increments on 1 April in subsequent years.
4. An employee under the age of 21 is placed in the appropriate grade for an employee aged 21 or over if:
a. this younger employee has had one or several employment contracts for an uninterrupted period of three years, preferably with the same employer, and has consequently reached professional maturity; and
b. holds or achieves a basic qualification (*startkwalificatie*) as defined by the Dutch Ministry of Education, Culture and Science no later than the end of the period referred to in clause (a) above.
5. The employer may grant an employee extra increments on an individual basis in the event of:
a. exceptional performance by the employee;
b. enhanced employability of the employee within the company as a result of training and education;
c. a certain period of employment.
6. This Article does not apply to an employee who, by reason of his or her duties, is not placed in one of the job grades mentioned in Article 26 or who is employed as a sales representative in the permanent employment of an employer.

Article 29 - Preservation of higher salaries

Salaries applicable at the effective date of this Collective Agreement that are more favourable for the employee than the salaries provided for by this Collective Agreement will be preserved.

Article 30 - Calculation of the hourly salary rate

The hourly salary rate is calculated by dividing the weekly salary set for an employee by 38 and the monthly salary set for an employee by 164.67.

Article 31 - Salary payment

1. Salary is paid in euros on a weekly, four-weekly or monthly basis, depending on the period of time for which it is set. Payment is made by bank transfer.
2. At the time of payment, the employee must always be provided with a written specification of the following information:
 - a. the employee's name;
 - b. the period to which the payment relates;
 - c. the gross salary, broken down into fixed amounts, qualification allowances and other allowances, overtime pay and other benefits;
 - d. wage tax;

- e. other deductions;
- f. the method of payment.

Article 32 - Salary adjustment

1. The salaries specified in the Collective Agreement salary scale and the salaries actually paid are increased as follows:
 - 1 April 2020: 3%
 - 1 October 2020: 2%
 - 1 April 2021: 1.5%
 - 1 October 2021: 1.5%
 - 1 January 2022: 2%
 - 1 July 2022: 1%
2. Companies that already awarded a salary increase in 2019 and/or 2020 in anticipation of the new Collective Agreement may set off such increase against the increase under the Collective Agreement of 1 April 2020 and, if this is insufficient, against the increase of 1 October 2020. In any event, such a set-off may be made in 2020 only.

Article 33 - Remuneration systems

1. Without prejudice to the Dutch Works Councils Act (*Wet op de ondernemingsraden*), the employer is authorized to apply a system of performance-related pay within the company and/or, in consultation with the trade unions, to apply job classification systems with remuneration systems based thereon for the categories of employees referred to in Article 26.
2. Any system introduced in accordance with Paragraph 1 must be submitted for approval to the Permanent Committee referred to in Article 53.

SECTION 5 - WORKING WEEK, WORKING HOURS AND ALLOWANCES

Article 34 - Working week *see also Schedule 3-A*

1. The average working week of a company's full-time employee is 38 hours, the maximum working week is 45 hours. The maximum working day is 9 hours.
2. Existing working week schemes may be amended only with the consent of the works council, the employee representative body or the employee concerned. The works council and the employee representative body are obliged to consult with the staff they represent about any such amendment/s.
3. Changes in the length of lunch breaks or changes in the length of, or the introduction of, coffee and/or tea breaks do not fall within the scope of this Collective Agreement.

Article 35 - Working hours and allowances *see also Schedule 3-A*

1. Since 1 July 2001 the following schemes for working hours and allowances have been available to companies under the Collective Agreement:
 - a. Scheme A (Article 36): 07:00 - 18:00;
 - b. Scheme B (Article 37): 06:00 - 20:00;
 - c. Scheme C (Article 38): Shift Work;

- d. Scheme D (Article 39): Company Scheme.
2. a. Existing working hours and allowance schemes may be amended only with the consent of the works council, the employee representative body or the employee concerned.
b. The works council and the employee representative body are obliged to consult with the staff they represent about any amendments to the schemes referred to in clause (a).
3. Agreements resulting from Paragraph 1 must be laid down in writing.
4. Work performed under Schemes A, B, C and D may not be performed in split shifts.
5. If, for any reason, an employee submits a request to the employer to perform his or her daily work during shifted working hours, such request will be granted if this does not interfere with the normal course of business. No allowances are payable in that case. Such an employee will retain the right to revert to the working hours customary in the company.

Article 36 - Scheme A (07:00 - 18:00) see also Schedule 3-A

1. Standard working hours are Monday to Friday from 07:00 to 18:00.
2. An employee receives an allowance of 50% on top of his or her salary for work performed during the following hours:
 - a. Monday between 05:00 and 07:00;
 - b. Monday to Thursday between 18:00 and 07:00 the next day;
 - c. Friday 18:00 to Saturday 17:00.
3. Work as referred to in Paragraph 2 that is of a permanent nature and work on Saturdays, Sundays and public holidays should be limited as much as possible.
4. The provisions of this Article do not apply to:
 - a. sales representatives;
 - b. those providing security/surveillance services;
 - c. an employee who is not placed in one of the job grades mentioned in Article 26 on the basis of his or her position or job.
5. a. During the term of this Collective Agreement, companies may extend the normal daily working hours referred to in Paragraph 1 by a maximum of two hours without the allowances referred to in this Article being applicable, subject to the conditions set forth below. The additional hours may be added before 07:00 as well as after 18:00 on condition that they always immediately precede or follow the company's current normal daily working hours. A condition is that the employee's current normal daily working hours shift along with the extension of the company's normal daily working hours. If the employee will be working more than his/her normal daily working hours, the allowance and overtime provisions will apply to him/her. A transitional arrangement in the form of an allowance applies only to employees who already worked outside the company's normal daily working hours on a regular basis on 31 December 2016. This transitional arrangement applies for as long as they actually hold the same position with such shifted working hours. The transitional allowance will no longer apply when the position and working hours are changed.
b. In order to implement the temporary extension referred to in clause (a), the following conditions must be met:

- The employer must submit the extension for approval to the Permanent Committee referred to in Article 53 of this Collective Agreement before it takes effect.
- The individual employee and the works council or employee representative body must have agreed to the extension.
- If the company has no works council or employee representation, the employer must prove to the Permanent Committee when making the request that all employees concerned have individually agreed to the extension. If the request meets these conditions, the Permanent Committee will, in principle, grant its approval automatically.

Article 37 - Scheme B (06:00 - 20:00) see also Schedule 3-A

1. The company may use Scheme B for the whole company, for one or more divisions of the company or for certain positions.
2. Scheme B may be opted for only with the consent of the works council, the employee representative body or the employee concerned. The works council and the employee representative body are obliged to consult the staff they represent for consent as referred to in paragraph 2(a).
3. If the company applies Scheme B after 30 June 2001, the employees concerned receive a general allowance of 3% on top of the salary according to the Collective Agreement salary scale.
4. An employee receives the following allowances on top of his or her salary for work performed during the following hours:
 - a. Monday 00:00 - 05:00: 50%
 - b. Monday to Friday 05:00 - 06:00: 25%
 - c. Monday to Friday 06:00 - 20:00: no allowance
 - d. Monday to Friday 20:00 - 23:00: 25%
 - e. Monday to Friday 23:00 - 05:00: 50%
 - f. Friday 23:00 - Saturday 09:00: 50%
 - g. Saturday 09:00 - 17:00: 25%
 - h. Saturday 17:00 - Sunday 24.00: 100%.
5.
 - a. If an employee was employed by a company on 30 June 2001 and receives a regular allowance on the basis of Scheme A, the following applies in the event of a switch to Scheme B: such employee receives the allowance of 3% on top of the salary according to the Collective Agreement salary scale or 2% on top of the salary actually paid if the employee's salary is higher than the salary according to the Collective Agreement salary scale. If, despite the right to an increase in his or her salary according to the relevant grade of the salary scale and the new allowance scheme, he or she were to receive less than prior to the switch (the period of 26 weeks prior to the switch date), he or she is entitled to a personal allowance equal to the difference.
 - b. Employees who were employed on 30 June 2001 but who do not work during shifted working hours on a regular basis receive an allowance of 3% on top of the salary according to the Collective Agreement salary scale or 2% on top of the salary actually paid to employees whose salary is higher than the salary according to the Collective Agreement salary scale but cannot claim a personal allowance if their company, division or position switches from Scheme A to Scheme B.

- c. In derogation of the provisions of clause (b) employees who entered the employment of a company on or after 1 July 2001 are not entitled to a personal allowance if their company, division or position switches from Scheme A to Scheme B.
6. The provisions of this Article do not apply to:
- a. sales representatives;
 - b. those providing security/surveillance services;
 - c. an employee who is not placed in one of the job grades mentioned in Article 26 on the basis of his or her position or job.

Article 38 - Scheme C (Shift Work) *see also Schedule 3-A*

1. Two-shift work:
- a. Two-shift work means work performed in two shifts during at least 15 consecutive hours in a 24-hour period.
 - b. Employees who work on two-shift rotation are paid an average allowance of 12.5% of their salary on top of their salary.
2. Three-shift work:
- a. Three-shift work means work performed in three shifts during a maximum of 24 hours per 24-hour period on Monday to Friday.
 - b. Employees who work on three-shift rotation are paid an average allowance of 22.5% of their salary on top of their salary.
3. The provisions of Paragraphs 1 and 2 of this Article do not apply to:
- a. sales representatives;
 - b. those providing security/surveillance services;
 - c. an employee who is not placed in one of the job grades mentioned in Article 26 on the basis of his or her position or job.

Article 39 - Scheme D (Company Scheme) *see also Schedule 3-A*

1. The employer and employees' organizations may, by mutual consultation, establish a company scheme for a fixed period of time covering the working week, working hours and allowances.
2. Employees' organizations may, on a case-by-case basis, delegate their authority referred to in Paragraph 1 to the works council or to the employee representative body.

Article 40 - Sunday work *see also Schedule 3-A*

1. Sunday work means work between Saturday 17:00 and Monday 05:00, with the proviso that Paragraph 4(a) of Article 37 applies to the hours between Monday 00:00 and 05:00.
2. When an employer instructs employees to do Sunday work, the employer must take into account the interests of employees who have fundamental objections to Sunday work.
3. Sunday work is paid at the hourly salary rate plus an allowance of 100%.
4. An employer may never make it compulsory for an employee to work on Sundays.

Article 41 - Working on public holidays *see also Schedule 3-A*

1. Working on public holidays means performing work between 00:00 and 24:00 on:
- a. New Year's Day
 - b. Easter Sunday and Easter Monday

- c. Ascension Day
 - d. Whit Sunday and Whit Monday
 - e. Christmas Day and Boxing Day
 - f. King's Day (the day on which the King's birthday is celebrated)
 - g. Liberation Day every fifth anniversary (in years ending in 0 or 5).
2. Work on a public holiday is paid at the hourly salary rate plus an allowance of 100%. The employee is also granted an extra day's holiday entitlement.
 3. Work on public holidays should be limited as much as possible.

Article 42 - Working overtime

1. Definition: working overtime means doing work assigned by or on behalf of the employer during hours in addition to the hours agreed with the employee to the extent that the normal daily working hours in the company are exceeded by more than half an hour.
2. Overtime and part-time employees: the provisions regarding overtime payment apply to part-time employees only to the extent that overtime is worked outside the company's normal working hours. See also Paragraph 3 of Article 20 of this Collective Agreement.
3. Overtime should be avoided as far as possible, but working overtime is compulsory if it is necessary in the interests of the company, without prejudice to the provisions of or pursuant to the Dutch Working Hours Act (*Arbeidstijdenwet*).
4. Any required overtime may not exceed 90 hours per half year.
5. The employer may not require an employee aged 55 or over to work overtime.
6.
 - a. In the event of overtime in excess of half an hour, the first two overtime hours will be paid at the hourly salary rate plus an allowance of 25%. Any additional overtime hours worked will be paid at the hourly salary rate plus an allowance of 50%. The above-mentioned percentages are calculated as a proportion of the hourly salary rate.
 - b. Where possible, employees will be compensated for overtime in excess of half an hour in the form of time off.
 - c. No overtime allowance is paid if the overtime is compensated within a reasonable period of time. The employer will define the term 'reasonable period of time' in consultation with the works council or the employee representative body. If there is no works council or employee representative body, the term 'reasonable period of time' will be defined in consultation with the individual employee.
7. Employees in job grades V and VI and employees working exclusively outside normal operating hours will be compensated for occasional overtime in one or more of the following ways:
 - in the form of three extra days off;
 - in accordance with the overtime provisions of Paragraph 6 of Article 42;
 - in the form of a salary supplement.The compensation must not have any adverse financial consequences for employees who are incapacitated for work or who otherwise suffer adverse financial consequences from this. When overtime occurs more than occasionally, these employees will also receive overtime pay in accordance with Paragraph 6, while retaining the three extra days off referred to in Paragraph 2.a of Article 46.
8. The provisions of this Article also apply to temporary workers but not to:
 - a. sales representatives;

- b. those providing security/surveillance services;
- c. an employee who is not placed in one of the job grades mentioned in Article 26 on the basis of his or her position or job.

SECTION 6 - LEAVE, ABSENCE AND HOLIDAYS

Article 43 - Work and care *see also Schedule 3-B*

1. The Dutch Work and Care Act (*Wet arbeid en zorg*) applies to the following types of leave:
 - a. Maternity leave (on full pay);
 - b. Paternity/partner leave (on full pay) & supplementary paternity/partner leave (on 70% of full pay, paid by UWV);
 - c. Parental leave (unpaid);
 - d. Foster care leave and adoption leave (unpaid);
 - e. Emergency leave and brief leave of absence (on full pay);
 - f. Short-term carer's leave (on 70% of full pay);
 - g. Long-term carer's leave (hours of leave are unpaid);
 - h. Unpaid leave (unpaid).
- c. The types of leave mentioned in Paragraph 1 are explained in more detail in Schedule 3-B, which is based on statutory provisions. Amendments to statutory provisions automatically apply to Schedule 3-B.

Article 44 - Special leave *see also Schedule 3-B*

1. In case of absence from work, the salary will continue to be paid – to the extent that such absence is necessary during working hours and the employer has been notified thereof in a timely manner, and to the exclusion of the provisions of Section 629(3) and (4) in Book 7 of the Dutch Civil Code – in the cases mentioned below, for the period stated:
 - a. Giving notice of an employee's intention to marry or to form a registered partnership: 1 working day.
 - b. Marriage or registered partnership registration of an employee: 2 working days, to be taken off in the period of the wedding or the registration.
 - c. The 25th and 40th wedding anniversary of the employee, his or her parents or parents-in-law and the 50th or 60th wedding anniversary of his or her parents or parents-in-law: 1 working day on condition that the ceremony is attended.
 - d. Marriage or registered partnership registration of the children, foster children, parents, brothers, sisters, parents-in-law, brothers-in-law or sisters-in-law: 1 working day.
 - e. Taking professional exams: the time required to take the exams up to a maximum of 2 working days.
 - f. Looking for another employer after the employer has given notice to terminate the employment contract, if the employee has been in the employer's service for an uninterrupted period of at least four weeks immediately prior to the notice of termination: the time required, subject to a maximum of five hours.
 - g. Moving house: a total of 1 working day per year.
 - h. Employees belonging to a non-Christian religion or belief may take a maximum of 2 days' leave per year for religious holidays and observances of their religion or belief,

regardless of whether their work permits. The days of leave taken will be deducted from their annual holiday entitlement.

2. A partner as referred to in Paragraph 1 means the person to whom the employee is married, with whom the employee has entered into a registered partnership or with whom the employee lives together on a lasting basis and who is known as such to the employer.

Article 45 - Leave of absence to attend meetings and courses

1. An employee may take leave on full pay for a maximum of 4 days per calendar year for the activities mentioned in clauses (a) and (b) below, on condition that a request to that effect is submitted to the employer in a timely manner:
 - a. to attend meetings and conferences of trade unions, as well as Labour Day meetings on 1 May, if the employee is a member of one of the governing bodies or a delegate of a department;
 - b. to attend courses of a trade union if the employee is a representative of this trade union.
2. An employee who is a member of a collective bargaining committee will be given leave of absence on full pay for the time required to attend meetings of that committee in order to prepare and attend the collective bargaining negotiations.
3. An employee will be given leave of absence to attend training and development courses provided by trade unions, on condition that the employee's request is supported by a written statement from one of the trade unions. The employee will receive full pay for at least two of such days of absence. The employer will assess whether such absence is permissible in view of the work to be carried out. The days referred to in this Paragraph relate not only to attending training and development courses but to all trade union activities that have a bearing on the technical wholesale sector, the company itself or the advancement of the employee's own development.
4.
 - a. In the year preceding his or her early retirement, the employee may take up to 5 days' leave on full pay if these days are used for a course in preparation for the upcoming early retirement.
 - b. Such leave will be scheduled in consultation between the employer and the employee.
5. Executive members of trade unions are entitled to 6 days off on full pay to perform their trade union duties. These 6 days include the days mentioned in paragraph 3.
6. The employee may claim lost time compensation under the relevant scheme of employees' organizations. He/she must consult with the employer about this to ensure that business operations so permit. The employer may not question the reason.

Article 46 - Holidays

1. The standard holiday entitlement is 25 days per year. This holiday entitlement is accrued as follows: the employee is entitled to 2 1/12 (two and one twelfth) working days' holiday on full pay for each month that he or she has been in the employer's service without interruption from 1 May of the preceding year and for which he or she has not yet accrued any holiday entitlement.
2. The categories of employees listed below are also entitled to the following additional holidays each year:
 - a. sales representatives: 3 working days;

- b. employees whose state pension (AOW) starts:
 - after 15 to 11 years: 1 working day;
 - after 10 to 6 years: 3 working days (including the working day referred to in the preceding subclause);
 - within 5 years: 5 working days (including the working days referred to in the preceding two subclauses);
 - c. the reference date for determining the employee's state pension (AOW) age for the purposes of the holiday entitlement referred to in clause (b) is 1 January 2020. Any subsequent adjustments to the state pension age will not affect this holiday entitlement. The link to state pension age does not apply to employees who were employed by a technical wholesaler on 31 December 2016 and who were born before 1 January 1967. The age limits of 50, 55 and 60 remain applicable to them;
 - d. the days referred to in clause (b) are allocated pro rata in terms of the number of hours worked and the date of the employee's birthday.
3. It must be possible to take at least three consecutive weeks' holiday using the holiday entitlement referred to in the preceding Paragraphs, as far as possible between 30 April and 1 October.
 4. An employee has the option of taking at least three weeks' holiday immediately after a period of maternity or paternity/partner leave, on condition that the employer is notified accordingly at least three months before the start of the maternity or paternity/partner leave and that this is not contrary to compelling business interests. The holiday referred to in the preceding sentence does not affect the employee's statutory entitlement to parental leave.
 5. The remuneration to which sales representatives are entitled during holidays is calculated on the basis of their income for the shorter of the 12-month period immediately preceding the month in which the holiday is taken or the total period of employment.
 6. If a sales representative, pursuant to the contract concluded between him or her and his or her employer, becomes entitled during a holiday to a commission that is lower than the remuneration referred to in the preceding Paragraph, this remuneration will be reduced by the amount of the commission. If the commission is equal to or greater than the remuneration referred to in the preceding Paragraph, however, this remuneration will not be paid and only the full amount of the commission will be paid.
 7. a. An employer who, prior to the effective date of this Collective Agreement, already had a compulsory holiday period in July and August during which the company or part of the company was closed, may designate a maximum of 21 consecutive calendar days in July and August as compulsory days off during which the company, or part of it, will be closed, subject to the consent of the works council, the employee representative body or the employees concerned. The employees must be notified of such compulsory days off in a timely manner and in any case before 1 January of the year in which these days off fall. An employer who wishes to close his business in this way is obliged to report this to the Permanent Committee referred to in Article 53 of this Collective Agreement.
 - b. An employer may designate a maximum of 21 consecutive calendar days in July and August as compulsory days off during which the company, or part of it, will be closed, subject to the consent of the works council, the employee representative body or the employees concerned. The employees must be notified of such compulsory days off in

a timely manner and in any case before 1 January of the year in which these days off fall. An employer who wishes to close his business in this way is obliged to submit a request to the Permanent Committee referred to in Article 53 of this Collective Agreement for its prior approval.

8. a. The statutory limitation period in respect of statutory holiday entitlement, as referred to in the Dutch Civil Code, has applied to the technical wholesale sector since 1 January 2016. The limitation period for all statutory holiday entitlement accrued up to and including 31 December 2015 is 5 years from the last day of the calendar year in which the entitlement was accrued, based on the principle that the employee does not lose any holiday entitlement during the term of this Collective Agreement before the 5-year limitation period expires.
- b. The limitation period for holidays in excess of the statutory entitlement is five years.

Article 47 - Holiday pay

1. In a current year, an employee is entitled to holiday pay equal to 1/12 of 8% of his or her salary, as referred to in Paragraph 4 of Article 14 of this Collective Agreement, for each month that he or she has been in the employer's service without interruption from 1 May of the preceding year and for which he or she has not yet received any holiday pay.
2. The employer and an employee may derogate from the reference period referred to in Paragraph 1 by mutual agreement.
3. If the employment is terminated, the employee will receive any holiday pay accrued but not yet paid, calculated in accordance with the provisions of Paragraph 1.
4. In derogation of the provisions of the preceding Paragraphs, the employer will pay an employee who is entitled to holiday pay under the Dutch Occupational Disability Insurance Act (*Wet op de arbeidsongeschiktheidsverzekering*) such a supplement to such holiday pay as is needed to ensure that the employee receives a total amount of holiday pay that corresponds to the amount to which he or she would have been entitled pursuant to Paragraphs 1 and 2 of this Article if he or she had not been incapacitated for work.

SECTION 7 - INCAPACITY FOR WORK

Article 48 - Notification of employer

An employee who is unable to perform his or her work due to incapacity for work must notify the employer accordingly no later than one hour before the start of the shift on the first day of incapacity for work, except if the employee cannot reasonably be required to do so, in which case the employer must be notified of the incapacity for work as soon as possible.

Article 49 - Sick pay

1. Section 629(1) in Book 7 of the Dutch Civil Code does not apply. If an employee is prevented from performing his or her work due to incapacity for work and Section 29 of the Dutch Sickness Benefits Act (*Ziektewet*) does not apply to him or her, the employer is obliged:
 - a. to continue to pay to such employee 100% of his or her net income from the first day of sickness for the shorter of the duration of the sickness or the first 12 months;

- b. to continue to pay to such employee 70% of his or her most recent net income in the second year of sickness.
2. For the purposes of this Article, net income means income plus the allowances referred to in Paragraph 3.a of Article 14, including allowances for regularly recurring overtime for a varying number of hours per day or per week, where it may be assumed that the overtime would also have been worked if the employee had not been incapacitated for work.
3. Net income may be determined on the basis of the average income plus the allowances referred to in Paragraph 3.a of Article 14 in the 13 weeks prior to the start of the incapacity for work.
4. For sales representatives, the supplement referred to in Paragraph 1 is calculated on the basis of the income for the shorter of the 12-month period immediately preceding the incapacity for work or the total period of employment.
5. If a sales representative, pursuant to the contract concluded between him or her and his or her employer, becomes entitled to a commission during his or her incapacity for work, the supplement referred to in Paragraph 1 will not be paid, with the proviso that:
 - a. if the commission is equal to or greater than the supplement referred to in Paragraph 1 would have been, the full amount of the commission will be paid;
 - b. if the commission is lower than the supplement would have been, the employer will also pay the difference.

Article 50 - No entitlement to sick pay in case of incapacity for work

1. An employee is not entitled to the sick pay referred to in Article 49:
 - a. if the incapacity for work is due to an accident in respect of which rights may be asserted for his or her benefit vis-à-vis third parties on account of third-party liability;
 - b. if the incapacity for work is due to an accident covered by a private insurance policy taken out for his or her benefit which provides cover against the risk of loss of the employee's income as a result of such accident. If the benefit payable to the employee under such an insurance policy is lower than the sick pay to which the employee would be entitled vis-à-vis the employer by virtue of Article 49, the employer is obliged to top up such benefit to match the amount of the sick pay.
2. If, in the case referred to in Paragraph 1.a, the employee assigns his or her rights vis-à-vis third parties in respect of loss or damage resulting from the accident to the employer, he or she will be paid the amounts determined in accordance with the provisions of Article 49.
3. For the purposes of Paragraph 2, 'loss or damage' does not include any loss or damage other than that to which the amounts referred to in Paragraph 2 relate.
4. If the employer wishes to bring a civil law action in respect of the rights acquired through the aforementioned assignment, the employer shall give the employee the opportunity to assign the rights in respect of the full loss or damage suffered by the employee to the employer, in derogation of the provisions of Paragraph 3. In that case the employer shall transfer to the employee any amount received from the third parties in excess of the amount claimed. The costs associated with the civil law action cannot be recovered from the employee.

SECTION 8 - EARLY RETIREMENT PENSION AND DEATH BENEFIT

Article 51 - Early retirement pension

1. The accrual of early retirement pension benefits under the VPTECH scheme ended on 1 January 2006.
2. Employees working in the technical wholesale sector between 1 April 2000 and 1 January 2006 accrued early retirement pension benefits with the foundation Stichting VPTECH.
3. Employees whose employment in the technical wholesale sector started after 31 December 2005 did not accrue any early retirement pension benefits under the VPTECH scheme.
4. On 1 July 2017, the early retirement pension scheme was transferred from Stichting VPTECH to Zwitterleven (contact details are set out in Schedule 5). Employees who have any questions about their early retirement pension should contact Zwitterleven.

Article 52 - Death benefit

1. In the event of the death of an employee in the permanent employment of an employer, the surviving relatives receive a death benefit of no less than the salary for the period beginning on the day following the date of death and ending one month after the date of death, on the basis of the employee's most recent monthly salary.
2. For the purposes of Paragraph 1, surviving relatives are:
 - a. the surviving spouse or registered partner of the deceased from whom the deceased was not permanently separated and who is known as such to the employer;
 - b. in the absence of an individual as referred to in clause (a): the deceased's minor legitimate or natural children;
 - c. in the absence of individuals as referred to in clauses (a) and (b): the persons whose daily living expenses were largely paid by the deceased and with whom the deceased lived together as a family and who are known as such to the employer.
3. The death benefit referred to in Paragraph 1 of this Article may be reduced by the amount of any benefit to which the surviving relatives are entitled, in connection with the employee's death, by virtue of a legally compulsory health or disability insurance and pursuant to the Dutch Social Security Supplements Act (*Toeslagenwet*).
4. The death benefit referred to in Paragraph 1 of this Article does not apply if there is no entitlement to a disability benefit due to the actions of the employee.
5. The salary as defined in the Dutch Wages and Salaries Tax Act (*Wet op de loonbelasting*) does not include the non-recurring benefits and payments, or entitlements thereto, referred to in Paragraph 1 of this Article, to the extent that the benefit does not exceed three times the employee's most recent monthly salary. For the purposes of calculating the maximum exemption, due account must be taken of the fact that a benefit by virtue of a legally compulsory health or disability insurance and pursuant to the Dutch Social Security Supplements Act also qualifies as a benefit.

SECTION 9 - MISCELLANEOUS PROVISIONS

Article 53 - Permanent Committee

1. There is a Permanent Committee whose duty it is to make decisions:
 - a. on applications for dispensation from this Collective Agreement as referred to in Article 8;
 - b. in the form of opinions in disputes as referred to in Article 54;
 - c. on requests for derogation from the provisions of this Collective Agreement as referred to in Article 55;
 - d. on requests for approval of job classification systems with remuneration systems based thereon and for remuneration systems as referred to in Article 33;
 - e. in respect of reports or requests for approval with respect to the designation of a maximum of 21 consecutive calendar days in July and August as compulsory days off during which the company, or part of it, will be closed, as referred to in Paragraph 7 of Article 46.
2. Rules relating to the membership and working practices of the Permanent Committee are set out in the Permanent Committee Regulations, it being understood that the party representing the employers, of the one part, designates the same number of Committee members as the parties representing the employees, of the other part. The Permanent Committee Regulations are included in Schedule 2 to the Collective Agreement and form an integral part of the Collective Agreement.

Article 54 - Disputes

Disputes between an employer and an employee about the interpretation and/or application of the provisions of this Collective Agreement will be submitted to the Permanent Committee, unless the dispute relates to Articles 57 (Term of the Collective Agreement), 58 (Final provision) or 59 (General obligations).

Article 55 - Derogation from provisions of the Collective Agreement

An employer who wishes to derogate from the provisions of this Collective Agreement must submit a duly motivated written request for permission to the Permanent Committee. The provisions of the Dutch Works Councils Act (*Wet op de ondernemingsraden*) remain in full force and effect for the purposes of this Article.

Article 56 - Collective Agreement à la carte

1. In derogation of the provisions of this Collective Agreement, the employer and the employee may agree an arrangement that complies with the provisions of Paragraphs 2 and 3.
2. The arrangement referred to in Paragraph 1 must meet the following spending targets:
 - a. leave days;
 - b. supplementary pension: the available funds resulting from trading in the sources referred to in Paragraph 3 are used for additional entitlements under a company pension plan or for an individual annuity insurance;
 - c. study facilities: study leave may be purchased that is not job related;
 - d. premiums for group business insurance policies.

3. The spending targets referred to in Paragraph 2 are funded from the following sources:
 - a. leave days: all days of leave in excess of the statutory entitlement, the value of one day's leave being 0.43% of the annual salary;
 - b. holiday pay;
 - c. bonus.
4. Such an arrangement must be valid for a minimum period of 12 months.

Article 57 - Term of the Collective Agreement

1. This Collective Agreement is valid from 1 January 2019 to 30 September 2022.
2. The Collective Agreement will be automatically renewed for a further period of 12 months unless it is terminated by giving a minimum of two months' notice prior to the date of termination.

Article 58 - Final provision

If, during the term of this Collective Agreement, exceptional and drastic changes occur in the general socioeconomic relations in the Netherlands and in the government's wage and pricing policies, all parties to this Collective Agreement may, during the term of this Collective Agreement, propose amendments to this Collective Agreement that are directly related to such changes.

CHAPTER II - GENERAL PROVISIONS

Article 59 - General obligations

1. The parties undertake to comply with all obligations arising out of or relating to this agreement in good faith and not to take or support any action in any way during the term of this Collective Agreement, including any action by third parties, that is intended to change the terms and conditions of employment set out in this agreement other than through a process of collective bargaining.
2. The parties are committed to a policy of equal opportunities in employment, irrespective of gender, sexual orientation, civil status, religion, colour, race, ethnic background, nationality and political opinion.
3. Employers and employees are obliged to comply with the provisions of this Collective Agreement within reason and to the best of their ability.
4. All companies bound by this Collective Agreement are obliged to provide, upon request, a specification of the number of employees at the end of each calendar year in order to obtain an up-to-date database for the purpose of a representativeness statement necessary for a request for a declaration of universal application.

Article 60 - Compliance with the Collective Agreement

1. Each employee receives a copy of this Collective Agreement upon commencement of employment.
2. In the event of an amendment to this Collective Agreement, each employee will receive a document setting out such amendment or a new copy of the amended Collective Agreement.
3. Any stakeholder who believes that a company does not comply strictly with this Collective Agreement may request the Permanent Committee referred to in Article 53 of this Collective Agreement to notify the company in question of its failure to observe the Collective Agreement, specifying the provisions that are not complied with.

Article 61 - Health and safety at work

1. The company shall take such measures as are necessary to prevent damage to the health of employees caused directly or indirectly by the nature of the work or the working conditions.
2. The employer shall notify all employees of the nature of the risks and the possibility or impossibility of limiting those risks.
3. In support of the measures referred to in Paragraph 1, the Collective Agreement for the Dutch Technical Wholesale Sector provides for a multi-year working conditions policy ('ARBO policy'), which is funded through the FKB.
4. The Working Conditions Committee ('ARBO Committee') will flesh out the details of the provisions of Paragraphs 1 to 3. The costs of the Committee are included in the FKB budget on a regular basis.
5. During the term of this Collective Agreement, the parties to this Collective Agreement will undertake the health and safety-related activities referred to in Chapter V, Part A.

Article 62 - Age-aware human resources policy and employability

1. The goal of the policy is to contribute to employees' ability to continue to participate in the company's operations and/or in the labour force outside the company until he or she reaches state pension (AOW) age. Age discrimination will not be a factor in the recruitment and selection policy. It is the employer's responsibility to develop and implement such a policy and to evaluate the policy pursued on a regular basis together with the works council or the staff representative body. It is the employees' responsibility to play an active part in implementing such policy.
2. In order to achieve the goal set in Paragraph 1, assessment interviews will be held on a regular basis. One of the purposes of these interviews is to identify any problems experienced by employees in their work in connection with ageing and, in consultation with the employee in question, to take measures aimed at both preventing future problems and solving existing problems.
3. If and to the extent that changes made to the employee's job description and/or working hours in consultation with the employee affect the applicable terms and conditions of employment, including the direct remuneration and the agreements regarding pension benefits, an adjustment scheme will be adopted by mutual agreement.

Article 63 - Social policy

1. Social policy is an integral part of the company's policy.
2. In order to comply with the provision of Paragraph 1 and pursuant to the Dutch Works Councils Act (*Wet op de ondernemingsraden*), the employer undertakes to submit an annual human resources report to the works council once a year to assess the company's human resources policy.
3. A written annual report will also be furnished to trade unions and, upon request, to each employee.

Article 64 - Recruitment policy

1. In the event of vacancies within a company, the company's employees must first be given an opportunity, as far as possible, to apply for the vacant positions.
2. If the vacancies cannot be filled from within the company's existing workforce, UWV (Employee Insurance Agency) may be called in.

Article 65 - Employment, structure change and change of work location

1. At company level, the following principles apply to all proposed activities that have a significant impact on employment in terms of quantity and quality and to activities affecting the existing legal position of employees.
2. a. Whenever proposed new investments, including in particular those in conjunction with IT projects or plans to divest operations, to effect a merger with one or more other companies, to relocate the company or part of it, or to liquidate the company, will have a significant impact on the employment prospects in terms of quantity and/or quality or will affect the existing legal position of a number of employees, such proposed actions must be notified to the trade unions, party to this Collective Agreement, in such a timely manner that the implications of the proposed actions for the employment prospects or the existing legal position of the employee/s in particular can still be influenced by the

- trade unions.
- b. In case of a reorganization of a company without a works council, the employer will notify the employee representative organizations of the reorganization. If the company does have a works council, the works council will notify the employee representative organizations of the reorganization.
 - c. If, in case of a reorganization, an employee's work location is changed at the employer's request, the employer and the employee concerned will negotiate about the travel time and travel expenses.
3. If an activity as referred to above has negative effects on the employment prospects, the employer and the trade unions must work out appropriate arrangements that are designed to limit the adverse effects of such activities on employees as far as possible. Such arrangements must provide for the search for alternative employment.
 4. The provisions of the Dutch Works Councils Act (*Wet op de ondernemingsraden*) and the Dutch Collective Redundancy (Notification) Act (*WMCO*) as well as the Merger Code of the Social and Economic Council (SER) remain in full force and effect for the purposes of this Article.
 5. In the event of a redundancy to which the Dutch Collective Redundancy (Notification) Act (*WMCO*) applies, the employer may not enforce any non-compete clause agreed upon with the employees in question.

Article 66 - Labour market and FKB

1. Objective:

Employers and employee organizations wish to pursue an effective labour market policy. FKB is responsible for its management and funding. The parties to this Collective Agreement will work out the details of the labour market policy during the term of this Collective Agreement. How these details of the labour market policy are to be worked out is described in Paragraphs 2 to 5 and in Chapter V, Part B.
2. Fonds Kollektieve Belangen (FKB):
 - a. The collective agreement, Constitution and Regulations of the foundation *Stichting Fonds Kollektieve Belangen voor de Technische Groothandel* apply to FKB.
 - b. The employer is obliged to contribute to the funding needed to achieve the objects of the foundation *Stichting Fonds Kollektieve Belangen voor de Technische Groothandel* by paying to the foundation mentioned in this Article a percentage of the gross wage bill of the company in question for the current calendar year, which percentage will be set annually by the Board of the foundation.
 - c. The foundation *Stichting Fonds Kollektieve Belangen voor de Technische Groothandel* (contact details of the secretariat are given in Schedule 5) is responsible for the implementation of the FKB.
 - d. At the request of the parties to this Collective Agreement, the Minister of Social Affairs and Employment will declare the provisions of the FKB collective agreement universally applicable for a five-year period.
3. Inflow of students:

As part of the block or day-release programme (BBL), employees are employed under a fixed-term work experience contract. After the employee has successfully completed the BBL programme, the contract can be converted into an open-ended employment contract.

The salary is based on the minimum youth wage during a one-year period.

4. Work placement:

Schools and educational institutions will increasingly turn to employers for work placement opportunities in order to achieve a better match between principal educational qualifications and labour market needs and, in particular, the qualification requirements of the wholesale sector. The parties recommend employers to take a positive approach to such requests.

5. Projects aimed at reducing incapacity for work:

The parties to this Collective Agreement will jointly initiate FKB projects aimed at reducing illness-related absenteeism and hence reducing the number of employees claiming a benefit under the Dutch Work and Income (Capacity for Work) Act (*WIA*).

CHAPTER III - TRADE UNION WORK AND TRADE UNION FACILITIES

Article 67 - Trade union work in the company

1. Trade unions have the right, also individually, to designate executive members working in a company to act as trade union representatives in that company:
 - < 25 employees: 1 representative per trade union subject to a maximum of 2 in total;
 - 25-50 employees: 2 representatives per trade union subject to a maximum of 4 in total;
 - 51-100 employees: 2 representatives per trade union subject to a maximum of 6 in total;
 - > 100 employees: 3 representatives per trade union subject to a maximum of 8 in total.If a trade union designates one or more representatives, the management of the company in question must be notified thereof immediately.
2. Trade union representatives are responsible for maintaining daily contact between the members working in the company and the trade union they represent.
3. Trade union representatives may distribute trade union information relating to the sector, the company and/or the trade union within the company in consultation with the management of the company in question.
4. The personal interests of trade union representatives may not be harmed as a result of their trade union activities. If business and/or economic conditions call for measures that also affect trade union representatives, the employer will discuss the matter with the executive officer/s of the trade union in a timely manner.
5. Termination of the employment contract of a trade union representative on the initiative of the company's management requires the prior permission of the Subdistrict Court (*kantonrechter*).

Article 68 - Trade union facilities

1. The following provisions apply to facilities in the company that are made available to and that may be used by trade unions:
 - a. Notice boards and intranet facilities are made available in the appropriate locations for:
 - making business announcements and providing information in respect of the company itself or the business sector;
 - publishing the names of the trade union representatives;
 - announcing trade union meetings;
 - publishing brief reports of those meetings;
 - nominating candidates for election to the works council; the company's management must be informed in advance of the content of publications and announcements.
 - b. Trade union representatives and/or executive members of trade unions may use word processing and photocopying facilities of the company where available to facilitate written communication with their members.
 - c. Meeting rooms are made available within the company for meetings of trade union bodies and generally for maintaining contact with the members of trade unions in the company. A request for the use of a meeting room must be submitted to the company's management in a timely manner. Meeting rooms must, in principle, be used outside

working hours or immediately after normal working hours.

- d. A member of a trade union may hold an individual meeting with an executive member of his/her trade union at the company's premises, on condition that the employer is informed of such meeting in advance and that the business situation so permits. Such a meeting is preferably held outside working hours or immediately after normal working hours. The company's visitor regulations apply in full to such meetings.
2. The activities of trade unions in the company and the provision and use of facilities for that purpose may not disrupt the smooth operation of the company.
3. The provision of facilities may be suspended in special circumstances if the company's management considers this necessary in the interests of the company. The management of the company must first consult with the trade union/s in question before taking such action.
4. In case of disagreement about the provision and use of facilities in the company and the agreements made in this respect, each of the parties involved may submit the matter to the Permanent Committee for an opinion and request the Permanent Committee to offer its good offices.
5. This Article is not enforceable at law vis-à-vis the members of the party of the one part if this Article is not declared universally applicable.

Article 69 - Trade union membership fee

The employer offers the employee the option of withholding the trade union membership fee from his or her gross salary.

Article 70 - Projects abroad

1. Contributions may be made from the *FKB Technische Groothandel* to projects of Dutch trade unions abroad, provided that such projects do not give rise to competition concerns for the Dutch market or to debates in politics and society.
2. During the term of the Collective Agreement the parties to the Collective Agreement will examine the status of Paragraph 1 in terms of the declaration of universal application and agree that this provision will be deleted from the Collective Agreement with effect from 2023 if it is not declared universally applicable.

CHAPTER IV - RECOMMENDATIONS BY THE PARTIES TO THIS COLLECTIVE AGREEMENT

A - Profit-sharing and 13th month's salary schemes

The parties to this Collective Agreement recommend companies that do not yet operate profit-sharing or 13th month's salary schemes to introduce such schemes.

B - Pension plan

Employers are recommended to operate a group pension plan for the company's employees.

C - Environment

The parties to this Collective Agreement recommend the company's management to consult with the works council or the staff representative body about environmental matters.

D - Working from home

1. For practical, business and labour market-related reasons, employers and employees attach increasing importance to working from home. Working from home allows employees greater flexibility in working hours, for example to achieve a better work-life balance. Working from home (for part of the time) can help reduce traffic congestion. It also offers flexibility, allowing business hours to be tailored more closely to customers' needs. For employers, working from home can reduce business accommodation costs and other expenses and can improve business accessibility. Working from home can also be used as an additional fringe benefit.
2. The parties to this Collective Agreement believe that employees and employers should familiarize themselves with all relevant information before working from home is introduced.
3. The parties to this Collective Agreement have set a number of minimum requirements for working from home. These requirements are set out in the Framework for a Working from Home Arrangement included in Schedule 4 to this Collective Agreement. This Framework may be derogated from at company-level by mutual agreement.

E - Working hours and allowances

1. During the term of this Collective Agreement, several pilots may be implemented by companies. The purpose of these pilots is to change or extend the normal daily working hours compared to those defined in Schemes A and B and to change the way in which the current allowances under this Collective Agreement are applied.
2. Companies that wish to carry out such a pilot have to follow the procedure described in Paragraph 3. The procedure set out in Article 55 of this Collective Agreement does not apply.
3. The company or the works council or staff representative body will formulate a plan for a pilot as referred to in Paragraph 1:

- a. The company invites the employee representative organizations to jointly discuss the proposed pilot. The employer may invite a representative of WTG (*Werkgevers Technische Groothandel*) to attend these discussions.
 - b. The discussions must result in a proposal which is supported by the parties who are present.
 - c. The company should then submit the proposal to the Permanent Committee.
 - d. The Permanent Committee will pass a resolution on the proposal within 14 days.
4. A pilot approved by the Permanent Committee will end no later than 31 December 2021. After this date, the previously existing scheme will automatically become effective again.
 5. The parties to the Collective Agreement agree that after an evaluation they will use the proposals and decisions in respect of the pilots referred to above as input for the new working hours and allowances schemes in the next Collective Agreement.

F - Sustainable employability

1. A company may introduce a sustainable employability scheme for all employees, for employees from a particular department or division or for a group of employees, regardless of their age.
2. An example of such a scheme is a vitality savings scheme under which an employee works 80% of his or her normal hours, receives 90% of his or her salary and accrues full pension benefits, but other options are also possible.
3. The maximum term of such a scheme is 60 months and it may be used only once by an employee working for an employer in the technical wholesale sector.
4. Participation in this scheme may be compensated by reducing age-related leave and other days off, such as days off under the reduction of working hours scheme (ATV/ADV) and holidays in excess of the statutory entitlement. Other scheme types are also possible.
5. Companies that wish to use the above-mentioned options must submit a well-founded proposal to the Permanent Committee for the Technical Wholesale Sector.
6. The Permanent Committee will consider each proposal and decide whether it can be implemented without change, on condition that the proposal is well-founded and supported by the works council, the staff representative body (in which context the Permanent Committee considers it relevant whether employees have been consulted about the proposal and what the response and outcome of this consultation is) or the employees.
7. Companies that already contribute of their own accord to the sustainable employability of their employees in another way may correspondingly reduce the entitlement to age-related leave, days off under the reduction of working hours scheme or holidays in excess of the statutory entitlement. They shall report this to the Permanent Committee.
8. Proposals and decisions by the Permanent Committee will be evaluated by the parties to the Collective Agreement and will subsequently be used as input for further collective bargaining accords on sustainable employability in the technical wholesale sector.

CHAPTER V - UNDERTAKINGS BY THE PARTIES TO THIS COLLECTIVE AGREEMENT

A - Health and safety at work

The Parties to this Collective Agreement will in any event undertake the following activities in connection with health and safety at work:

- the Sector-Wide Workplace Risk Assessment and Evaluation System (*Branche-RIE*) for the technical wholesale sector;
- the Health & Safety Ambassador Project (*ARBO-ambassadeursproject*) in the technical wholesale sector;
- compilation of a Health & Safety Catalogue for the technical wholesale sector;
- holding regional information meetings for employees and employers;
- providing the 'Health and Safety Officer in the Technical Wholesale Sector' training course (*Preventiemedewerker Technische Groothandel*);
- organization of the Health and Safety Day (*Preventiedag*) for the technical wholesale sector;
- the Health and Safety Helpdesk (*ARBO-Helpdesk*).

B - Labour market and Employability

The parties to this Collective Agreement have agreed to formulate policies in the following areas:

- the digital toolkit, including regular updates;
- regular career guidance;
- participation;
- attention to *Wajongers* (recipients of benefits under the Dutch Work and Employment Support (Disabled Young People) Act);
- job satisfaction;
- development of training activities, such as a training academy.

C - Sustainable employability

During the term of this Collective Agreement, sustainable employability in the technical wholesale sector will be further increased on the basis of the policy plan adopted by the parties to the Collective Agreement in 2012. This will be done in cooperation with SDITG. (*Stichting Duurzame Inzetbaarheid in de Technische Groothandel*).

D - New FKB collective agreement

The current FKB collective agreement expires on 31 December 2020. The parties to that collective agreement will negotiate a new FKB collective agreement in 2020, which will again be declared universally applicable and which will take effect on 1 January 2021.

E – Work and Employment Support (Disabled Young People) Act (*Wajong*)

The parties to this Collective Agreement have agreed that they will undertake activities during the term of this Agreement to ensure that 25 *Wajongers* (recipients of benefits under the Dutch Work and Employment Support (Disabled Young People) Act) are hired.

F - Consultations between the parties to this Collective Agreement

1. No later than in January 2022, the parties to this Collective Agreement will start negotiations for the new Collective Agreement, which is to take effect on 1 October 2022.
2. The parties to this Collective Agreement have agreed that they will meet at least once every calendar year to discuss the following matters:
 - progress of the five-year plan;
 - sector developments;
 - relevant laws and regulations and their impact on the Collective Agreement;
 - monitoring pilot requests received by the Permanent Committee with respect to working hours and sustainable employability;
 - any other matters.
3. The purpose of the regular consultations is to improve mutual relations and to inform each other of the views and wishes regarding the next Collective Agreement.

G - Collective Agreement salary scale

As a result of the reduction in the age at which an employee reaches professional maturity (becomes entitled to the statutory minimum wage), there is an imbalance in the current Collective Agreement salary scale for some age groups. The parties to this Collective Agreement have agreed to correct this imbalance in 2020.

H - Pensions

1. All parties to this Collective Agreement are in favour of introducing a group pension plan and making it compulsory for all companies in the technical wholesale sector to enable their employees to join that group pension plan.
2. Participation in this plan should be made compulsory for all companies in the technical wholesale sector by means of a declaration of universal application or a declaration of mandatory participation.
3. Companies operating a pension plan that is at least equivalent to the new group pension plan will be granted dispensation from participation in the new group pension plan upon request.
4. The parties to the Collective Agreement will explore the feasibility and scope of a group pension plan as soon as possible and, to that end, monitor the developments regarding a possible declaration of universal application on an ongoing basis.

SCHEDULE 1: SALARY SCALE

(Articles 28 and 32)

Salary scale as at 1 April 2020

(including the 3% increase of 1 April 2020)

Job grades

| Age + years' experience | 0 | 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 16 years | €602.32 | €655.38 | | | | | |
| 17 years | €689.62 | €749.58 | | | | | |
| 18 years | €851.60 | €863.44 | €869.21 | €878.32 | | | |
| 19 years | €1,021.91 | €1,021.91 | €1,021.91 | €1,021.91 | €1,038.27 | | |
| 20 years | €1,362.59 | €1,362.59 | €1,362.59 | €1,362.59 | €1,362.59 | €1,362.59 | |
| from the age of 21 + 0 | €1,703.21 | €1,755.42 | €1,767.10 | €1,785.60 | €1,829.37 | €1,873.99 | |
| from the age of 21 + 1 | €1,745.91 | €1,897.73 | €1,910.38 | €1,930.40 | €1,977.72 | €2,025.93 | €2,094.22 |
| from the age of 21 + 2 | | | €1,945.82 | €1,962.23 | €2,009.56 | €2,084.96 | €2,162.41 |
| from the age of 21 + 3 | | | €1,962.23 | €1,994.12 | €2,042.20 | €2,148.70 | €2,231.92 |
| from the age of 21 + 4 | | | €1,977.72 | €2,029.96 | €2,076.05 | €2,212.97 | €2,300.41 |
| from the age of 21 + 5 | | | | €2,063.14 | €2,111.83 | €2,259.37 | €2,369.98 |
| from the age of 21 + 6 | | | | | €2,159.24 | €2,321.51 | €2,439.54 |
| from the age of 21 + 7 | | | | | | €2,393.19 | €2,511.21 |
| from the age of 21 + 8 | | | | | | | €2,583.93 |

SCHEDULE 2: PERMANENT COMMITTEE REGULATIONS

(as referred to in Paragraph 2 of Article 53)

Article 1 - Membership

The Permanent Committee, hereinafter referred to as the “Committee”, comprises six members, three of whom are appointed by the employers’ organization, being the party to the Collective Agreement of the one part, and three of whom are appointed by the parties representing the employees, being the parties to the Collective Agreement of the other part.

Article 2 - Chair

1. The Committee appoints a chair and a vice-chair from its members by a majority of the votes cast, subject to and in accordance with the provisions of the following Paragraph of this Article.
2. The position of chair is held by one of the members representing the employers in even-numbered years and by one of the members representing the employees in odd-numbered years. The position of vice-chair is held by one of the members representing the employees in even-numbered years and by one of the members representing the employers in odd-numbered years.

Article 3 - Term of membership

1. The members of the Committee are appointed for an indefinite term.
2. Vacancies are filled by the organizations in question within one month of the date on which they arise.

Article 4 - Termination of membership

A member ceases to be a member of the Committee:

- a. if he/she resigns;
- b. if he/she dies;
- c. if the organization that appointed him or her declares that he or she ceases to serve as a member.

Article 5 - Secretariat

The secretariat of the Permanent Committee can be contacted by email on

vastecommissie@technischegroothandel.org.

Article 6 - Meetings and votes

1. The Committee meets whenever necessary.
2. The Committee may pass resolutions only if at least three Committee members are present, at least one of whom represents the employers and at least one of whom represents the employees.
3. If both sides are not equally represented at a meeting, each of the members will cast such a number of votes as corresponds to the number of attending members representing the other side.
4. The Committee passes resolutions by an absolute majority of the votes cast and makes

recommendations in writing supported by reasons.

5. If the votes are equally divided on a matter other than an opinion to be delivered in a dispute, the resolution will be deferred to the next meeting. If the votes are equally divided on an opinion in a dispute, the provisions of Paragraph 8 of Article 7 apply. Blank votes are treated as abstentions.
6. If one of the Committee members requests an oral hearing, the Committee will convene a meeting.

Article 7 - Disputes

1. Any interested party may submit a dispute as referred to in Article 54 of the Collective Agreement to the secretariat of the Committee by email for an opinion from the Committee.
2. The request for an opinion on the dispute should be substantiated and provide the following information:
 - the names, positions and (email) addresses of the requesting party and the other party to the dispute;
 - the facts and circumstances giving rise to the dispute;
 - the conclusions to be drawn from these according to the requesting party; and
 - the opinion requested from the Committee on the basis of the foregoing.
3. The secretariat will inform the other party without delay of the request for an opinion on the dispute by forwarding the email received from the requesting party.
4. The other party to the dispute is entitled to present his or her views by email, stating the reasons for disputing the opinion requested, within 14 days of the date on which the email referred to in the preceding Paragraph is forwarded by the secretariat.
5. The secretariat will immediately send the requesting party a copy of the other party's response referred to in the preceding Paragraph.
6. After the parties to the dispute have exchanged the documents referred to in the preceding Article, they may again present their views to the secretariat within 14 days, whereupon the exchange of written views will be closed.
7. Each of the parties to the dispute has the right to inform the Committee within 14 days of the end of the exchange of written documents that he or she wishes to further explain his or her views orally at a hearing. In that case the Committee will determine a venue, date and time for an oral hearing and the secretariat will inform the parties to the dispute and the Committee members thereof.
8. Each of the parties to the dispute is entitled to bring one or more witnesses and/or experts to the oral hearing referred to in Paragraph 7, who may then be examined and/or heard by the Committee. The secretariat must be notified of the name, place of residence and role of each of the witnesses or experts attending the hearing at least 7 days in advance.
9. Before giving its opinion, the Committee may request further information from the parties to the dispute and from third parties. The Committee may call the parties, witnesses and experts to its meeting to provide additional information by giving one week's notice.
10. If the parties refuse to provide the information requested or to attend the meeting, the Committee will draw its own conclusions from this.
11. A Committee member who is directly involved in the dispute may not take part in the

deliberations on the dispute.

12. If the votes are equally divided, the matter will be deferred to the next meeting. If no resolution can be passed at the next meeting, the Committee will refrain from giving an opinion and the parties to the dispute may refer the dispute to the civil courts.
13. The Committee is entitled to permit derogations from the above-mentioned time limits.

Article 8 - Opinion

The secretariat will inform both parties by email of the opinion issued by the Committee. A copy of the opinion will be sent to the members of the Committee.

Article 9 - Granting dispensation from the Collective Agreement or permission to derogate from the provisions of the Collective Agreement

1. Applications for dispensation from the Collective Agreement as referred to in Article 8 of the Collective Agreement or for permission to derogate from the provisions of the Collective Agreement as referred to in Article 55 of the Collective Agreement must be submitted to the secretariat of the Committee by email, accompanied by an explanation of the circumstances that give rise to the request.
2. Where applicable, an application must also be accompanied by a recommendation from the works council or the staff representative body.
3. If the Committee decides to reject such an application in whole or in part, the reasons for the rejection must be given.

Article 10 - Approval of remuneration systems

1. Requests for approval of remuneration systems as referred to in Article 33 of the Collective Agreement must be submitted to the secretariat of the Committee at least two months prior to the intended introduction.
2. Where possible, such a request must be accompanied by an email from the works council showing that the works council consents to the system.

Article 11 - Amendments to these Regulations

The parties to the Collective Agreement for the Dutch Technical Wholesale Sector may amend these Regulations by mutual agreement at any time.

SCHEDULE 3-A: WORKING HOURS AND PUBLIC HOLIDAYS

(see Section 5)

The percentages in the tables represent the allowances.

The Articles referred to in the tables are Articles from the Collective Agreement.

| SCHEME A: 07:00-18:00 | | | | |
|------------------------------|--------------------|--------------------|--------------------|--------------------|
| Article 36 | 00:00-05:00 | 05:00-07:00 | 07:00-18:00 | 18:00-24:00 |
| Monday | 100% | 50% | 0% | 50% |
| Tuesday | 50% | 50% | 0% | 50% |
| Wednesday | 50% | 50% | 0% | 50% |
| Thursday | 50% | 50% | 0% | 50% |
| Friday | 50% | 50% | 0% | 50% |
| | 00:00-17:00 | 17:00-24:00 | | |
| Saturday | 50% | 100% | | |
| | 00:00-24:00 | | | |
| Sunday (Article 40) | 100% | | | |

| SCHEME B: 06:00-20:00 | | | | | |
|------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Article 37 | 00:00-05:00 | 05:00-06:00 | 06:00-20:00 | 20:00-23:00 | 23:00-24:00 |
| Monday | 50% | 25% | 0% | 25% | 50% |
| Tuesday | 50% | 25% | 0% | 25% | 50% |
| Wednesday | 50% | 25% | 0% | 25% | 50% |
| Thursday | 50% | 25% | 0% | 25% | 50% |
| Friday | 50% | 25% | 0% | 25% | 50% |
| | 00:00-09:00 | 09:00-17:00 | 17:00-24:00 | | |
| Saturday | 50% | 25% | 100% | | |
| | 00:00-24:00 | | | | |
| Sunday (Article 40) | 100% | | | | |

| SCHEME C: SHIFT WORK | |
|-----------------------------|--------------------|
| Article 38 | 00:00-24:00 |
| Two shifts | 12.5% |
| Three shifts | 22.5% |

| PUBLIC HOLIDAYS | |
|--------------------------------------|--------------------|
| Article 41 | 00:00-24:00 |
| New Year's Day | 100% |
| Easter Sunday and Easter Monday | 100% |
| Ascension Day | 100% |
| Whit Sunday and Whit Monday | 100% |
| Christmas Day and Boxing Day | 100% |
| King's Day | 100% |
| Liberation Day every 5th anniversary | 100% |

SCHEDULE 3-B: LEAVE ARRANGEMENTS

(see Articles 43 and 44)

Articles 43 and 44 of the Collective Agreement refer to various types of leave. These types of leave are listed below, accompanied by brief explanations. Please note that the texts below are subject to statutory change; they are not binding and are provided for information purposes only.

Contents:

1. Maternity leave
2. Paternity/partner leave and supplementary paternity/partner leave
3. Parental leave
4. Foster care leave and adoption leave
5. Emergency leave and brief leave of absence
6. Short-term carer's leave
7. Long-term carer's leave
8. Unpaid leave
9. Giving notice of intention to marry or to form a registered partnership
10. Marriage or registered partnership registration
11. Wedding anniversary
12. Marriage or registered partnership registration of family members
13. Professional exams
14. Looking for another employer
15. Moving house
16. Religious holidays and observances

1. Maternity leave

Source: Paragraph 1.a of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector and Section 3:1 of the Dutch Work and Care Act (*Wazorg*).

When: A pregnant employee is entitled to maternity leave.

How long: A pregnant employee is entitled to a minimum of 16 weeks maternity leave. She may start her maternity leave up to 6 weeks before the expected date of childbirth but no later than 4 weeks before the day following the expected date of childbirth. After childbirth, the employee is entitled to at least a further 10 weeks of maternity leave. The employee may take the last period of maternity leave in parts, i.e. the remaining period of maternity leave from 6 weeks after the date of childbirth. The employee may take this part of the leave spread over a maximum period of 30 weeks in consultation with the employer. The employee must submit a request to take leave in this manner to the employer no later than 3 weeks after the date of childbirth.

Salary: The employer does not have to continue to pay the salary. During maternity leave, the employee receives a benefit that is equal to her salary. The employer and the employee can jointly apply for this benefit from UWV.

2. Paternity/partner leave

Source: Paragraph 1.b of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector and Section 4:2 of the Dutch Work and Care Act.

When: After the employee's spouse, registered partner, unmarried life partner or person whose child the employee acknowledges gives birth.

How long: Paternity/partner leave entitlement is the number of weekly working hours. For example, if the partner works 5 days for 6 hours per day, his or her paternity/partner leave entitlement is 5 x 6 working hours = 30 hours. If the child is born at home, the paternity/partner leave must be taken in the first four weeks after birth. If the child is born in hospital, the leave must be taken in the first four weeks after returning home.

Salary: on full pay.

Supplementary paternity/partner leave from 1 July 2020: 5 weeks

From 1 July 2020 partners may take a maximum of 5 weeks (5 times the number of weekly working hours) of supplementary paternity/partner leave. Supplementary paternity/partner leave is unpaid. Partners are entitled to supplementary paternity/partner leave if the child is born on or after 1 July 2020. Supplementary paternity/partner leave must be taken within 6 months of the date of birth and may be taken only after the 1 week's paternity/partner leave has been taken. Employers apply for a benefit from UWV for the period of leave on behalf of their employees. This benefit is a maximum of 70% of the daily wage (subject to a maximum of 70% of the maximum daily wage).

3. Parental leave

Source: Paragraph 1.c of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector and Section 6 of the Dutch Work and Care Act.

When: If an employee has responsibility for caring for his or her own child or a stepchild, adopted child or foster child, where the child is aged below eight. A condition is that the employee lives at the same address as the child and is responsible for the child's upbringing and care.

How long: Parental leave is a maximum of 26 times the number of working hours per week.

There is no entitlement to parental leave after the date on which the child attains the age of eight.

Salary: No salary is paid.

Clarification: The employee must notify the employer in writing of his or her intention to take leave at least two months before the intended start date. The employer may

refuse a request for parental leave only on the grounds of incompatibility with compelling business or service interests, for example if the requested leave would cause serious problems for the company. In that case the employer and the employee will agree on a different timing of leave. Adaptation of working hours after parental leave: an employee who has taken his or her parental leave entitlement in full may request his or her employer to temporarily adapt his or her working pattern in connection with the care for a child. This is a transitional phase between the period of parental leave and the return to the agreed working week and working hours. The standard duration of this adjustment is twelve months, but the employer and the employee may agree otherwise. The request must be submitted to the employer three months before the end of the leave. The employer is obliged to take a decision on the request no later than four weeks before the end of the parental leave. No salary is paid for the hours not worked. This rule cannot be derogated from at company level. The employer must take the employee's personal circumstances into account insofar as 'he can reasonably be required to do so'.

4. Foster care leave and adoption leave

- Source:** Paragraph 1.d of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector and Section 3:2 of the Dutch Work and Care Act.
- When:** If an employee adopts a child or takes in a foster child. If several children are adopted or foster children are taken in at the same time, the leave can be taken only once.
- How long:** A maximum of 4 consecutive weeks within 26 weeks. In consultation with the employer, the employee may also take the leave spread over a period of 26 weeks (rather than as a block of 4 consecutive weeks). Entitlement exists from 4 weeks before the actual date of adoption or taking in the foster child.
- Salary:** No salary is paid, but the employee can receive a benefit equal to the salary. The employer and the employee can jointly apply for this benefit from UWV.

5. Emergency leave and brief leave of absence

- Source:** Paragraph 1.e of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector and Section 4:1 of the Dutch Work and Care Act.
- When:** An employee is entitled to short-term leave on full pay:
- (i) in case of unforeseen circumstances that call for immediate time off work;
 - (ii) in case of very exceptional personal circumstances;
 - (iii) to fulfil a statutory obligation;
 - (iv) to exercise the right to vote in an election.
- How long:** For long as is necessary until the situation is resolved, generally a few hours to a few days.

In the event of death, the employee is entitled to take additional leave on the day of death and the day of the funeral or cremation, on condition that these days fall on working days of the employee. If the employee needs a longer period of leave, for example to care for his or her own sick child for a few days, he or she may apply to the employer for short-term carer's leave. During short-term carer's leave the employer will continue to pay at least 70% of the employee's salary.

Salary: on full pay.

Clarification: Very exceptional personal circumstances include in any case childbirth (the employee's spouse giving birth), the death of a family member or an employee's visit to a doctor or hospital that is urgent or unforeseen or that cannot reasonably be arranged outside working hours, the need to accompany other persons for that purpose, or the provision of necessary care on the first day of sickness. Consequently, emergency leave and brief leave of absence may be necessary in a variety of circumstances, from an unforeseen situation that calls for immediate action, see the above examples, to unexpected domestic emergencies, such as a burst water pipe. An employee is entitled to leave in the event of death (bereavement leave) only following the death of household members, blood relatives and relatives by marriage in the direct line and in the second degree in the collateral line. Blood relatives in the direct line are parents, grandparents, children, grandchildren, etc. Blood relatives in the second degree in the collateral line are brothers and sisters: parent (first degree) - brother/sister (second degree). This leave does not apply in case of the death of an uncle or aunt, who are relatives in the third degree (mother (1) - grandmother (2) - aunt (3)). Relatives by marriage are the employee's direct partner and his or her blood relatives. Examples: the employee's spouse, live-in partner and parents-in-law and grandparents-in-law.

6. Short-term carer's leave

Source: Paragraph 1.f of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector and Sections 5:1 to 5:8 of the Dutch Work and Care Act.

When: The employee is entitled to leave for the provision of necessary care to:

1. children, partner, parents, grandparents, grandchildren, brothers and sisters (second-degree blood relatives);
2. other members of the employee's household (for example a live-in aunt);
3. acquaintances with whom the employee has a 'social' relationship, such as parents-in-law, a neighbour or a friend, on condition that it is plausible that the care must be provided by the employee and that the employee is the only one who can provide the care.

The children referred to in clause 1 include:

- the employee's own child or a child of the employee's spouse/registered partner;
- an adopted child;

- a child of the partner with whom the employee lives together;
- a foster child (if this child lives at the same address according to the Personal Records Database).

How long: A maximum of twice the number of weekly working hours per period of twelve consecutive months. The twelve-month period commences on the first day on which the leave is taken. Someone who works 40 hours a week is entitled to $40 \times 2 = 80$ hours of short-term carer's leave. Someone who works 24 hours a week is entitled to $24 \times 2 = 48$ hours of short-term carer's leave per year. An employee may take short-term carer's leave several times a year, but never more than the maximum number of hours. Short-term carer's leave can turn into (unpaid) long-term carer's leave if the person being cared for is life-threateningly ill. The employer may refuse a request for leave on the grounds of incompatibility with compelling business or service interests. Once the carer's leave has started, the employer may not stop it. The employer may, however, ask for evidence in the form of a doctor's bill or an appointment confirmation for a medical examination afterwards.

Salary: 70% of the salary, but at least the minimum wage.

7. Long-term carer's leave

Source: Paragraph 1.9 of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector and Sections 5:9 to 5:14 of the Dutch Work and Care Act.

When: If the employee's partner, child or parent is life-threateningly ill and needs care. The employee is not eligible for this type of leave in case of a chronic illness, unless it is life-threatening. The employee may also apply for long-term carer's leave if someone in his or her environment is ill or in need of help for a longer period of time, on condition that the care is necessary and that the employee is the only one who can provide this care.

How long: Leave may not exceed six times the number of weekly working hours per period of twelve consecutive months. The twelve-month period commences on the first day on which the leave is taken.

Salary: No salary will be paid for the hours of leave taken, but salary will be paid for the hours worked, of course.

Clarification: The employee must notify the employer in writing of his or her intention to take leave at least two weeks before the intended start date. The employer may refuse the request only on the grounds of incompatibility with compelling business or service interests.

8. Unpaid leave

Source: Paragraph 1.h of Article 43 of the Collective Agreement for the Dutch Technical Wholesale Sector.

- When: If long-term carer's leave is no longer sufficient, if an employee wants to travel for a year or take a sabbatical, undertakes a study or wishes to take leave prior to retirement.
- How long: The duration is indefinite. The employee and the employer mutually agree on the length of the leave.
- Salary: As the name suggests, the leave is unpaid.
- Clarification: Unpaid leave is not a statutory entitlement. It can only be taken in consultation with the employer. The employer may refuse a request for unpaid leave in view of the company's interests.

9. Giving notice of intention to marry or to form a registered partnership

- Source: Paragraph 1.a of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.
- When: at the time of giving notice of intention to marry or to form a registered partnership.
- How long: one working day.
- Salary: on full pay.

10. Marriage or registered partnership registration

- Source: Paragraph 1.b of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.
- When: at the time of marriage or registered partnership registration of the employee.
- How long: two working days, to be taken in the period of the marriage or the registered partnership registration.
- Salary: on full pay.

11. Wedding anniversary

- Source: Paragraph 1.c of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.
- When: the 25th and 40th wedding anniversary of the employee, his or her parents or parents-in-law and the 50th or 60th wedding anniversary of his or her parents or parents-in-law.
- How long: one working day on condition that the ceremony is attended.
- Salary: on full pay.

12. Marriage or registered partnership registration of family members

- Source: Paragraph 1.d of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.
- When: marriage or registered partnership registration of the children, foster children, parents, brothers, sisters, parents-in-law, brothers-in-law or sisters-in-law.

How long: one working day on condition that the ceremony is attended.
Salary: on full pay.

13. Professional exams

Source: Paragraph 1.e of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.

When: at the time when professional exams are taken.

How long: the time required, subject to a maximum of two working days.

Salary: on full pay.

14. Looking for another employer

Source: Paragraph 1.f of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.

When: to look for another employer after the employer has given notice to terminate the employment contract, if the employee has been in the employer's service for an uninterrupted period of at least 4 weeks immediately prior to the notice of termination.

How long: the time required, subject to a maximum of 5 hours.

Salary: on full pay.

15. Moving house

Source: Paragraph 1.g of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.

When: in case the employee moves house.

How long: a total of one working day per year.

Salary: on full pay.

16. Religious holidays and observances

Source: Paragraph 1.h of Article 44 of the Collective Agreement for the Dutch Technical Wholesale Sector.

When: employees belonging to a non-Christian religion or belief may take leave for religious holidays and observances of their religion or belief, regardless of whether their work permits.

How long: a maximum of two working days per year. The days of leave taken will be deducted from their annual holiday entitlement.

Salary: on full pay.

SCHEDULE 4 - FRAMEWORK FOR A WORKING FROM HOME ARRANGEMENT

(see also Chapter IV-D)

1. The parties to the Collective Agreement recognize the need for a proper definition and periodic evaluation of a working from home arrangement, subject to the conditions set out in Paragraph 2. The way in which working from home is organized is arranged individually between the employer and employee.
2. The minimum conditions for working from home are:
 - a. Work must be done from home on a regular basis at least one day a week.
 - b. Working from home may not have a negative impact on the company's manageability.
 - c. Good working conditions must be guaranteed when working from home.
 - d. Good working arrangements must be agreed, which address at least the following points:
 - the agreements about working from home are recorded in writing;
 - business expenses related to working from home must be reimbursed;
 - the facilities and infrastructure made available to the homeworker;
 - the contactability and working hours of the homeworker;
 - whether or not an allowance is payable for work done during unsocial hours.
3. Work done at home that would not normally be carried out during unsocial hours at the office does not entitle the employee to unsocial hours allowances, regardless of the time at which the employee performs such work.

SCHEDULE 5 - USEFUL INFORMATION & ADDRESSES

Code of the Collective Agreement for the Dutch Technical Wholesale Sector

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Representatives of employers and employees in the Technical Wholesale Sector

Website: www.technischegroothandel.org

Fonds Kollektieve Belangen (FKB) Technische Groothandel

- Administrator for the Dutch technical wholesale sector
- Scope and registration - technical wholesale sector

FKB Secretariat

PO Box 4076

5004 JB Tilburg

Telephone: +31 (0)13 59 44 481

Email: info@fkbtg.nl

Website: www.technischegroothandel.org

Technical Wholesale Sector Helpdesk

Email: helpdesk@technischegroothandel.org

Arbo Technische Groothandel (Health and Safety Platform for the Technical Wholesale Sector)

Telephone: +31 (0)70 306 35 39

Health and Safety Helpdesk: arbo@helpdesktechnischegroothandel.org

Website: www.arbotechischegroothandel.nl

ARBO-catalogus Technische Groothandel (Health & Safety Catalogue for the technical wholesale sector)

Website: www.arbocatalogus-tg.nl

Toolkit Technische Groothandel (Toolkit for the technical wholesale sector)

Website: <http://toolkit.technischegroothandel.org>

Stichting Duurzame Inzetbaarheid voor de Technische Groothandel (SDITG)

Website: www.samwerkt.nl

Vroegpensioen VPtech

The early retirement pension scheme has been transferred to Zwitserleven:

PO Box 5000

1180 KA Amstelveen

+31 (0)20 347 88 94

Website: www.zwitserleven.nl/vptech

SCHEDULE 6 - DETAILS OF THE PARTIES TO THE COLLECTIVE AGREEMENT

On behalf of the employees:

Alternatief Voor Vakbond

<https://avv.nu/sectoren-en-caos/technische-groothandel>

Veursestraatweg 88-90
2265 CE Leidschendam
Telephone: +31 (0)70 4442140

CNV Vakmensen

<https://www.cnvvakmensen.nl/caos/groothandel/cao-technische-groothandel>

PO Box 2525
3500 GM Utrecht
Telephone: +31 (0)30 7511 007

De Unie

<https://www.unie.nl/branches/technische-groothandel>

PO Box 400
4100 AK Culemborg
Telephone: +31 (0)345 851 851

FNV

<https://www.fnv.nl/cao-sector/handel/technische-groothandel/cao-technische-groothandel>

PO Box 9208
3506 GE Utrecht
Telephone: +31 (0)88 368 0368

On behalf of the employers:

Werkgevers Technische Groothandel

www.wtg.nl

PO Box 82146
2508 EC The Hague
Telephone: +31 (0)70 - 358 70 96

SCHEDULE 7 - LIST OF ABBREVIATIONS AND TERMS

| | |
|---------|--|
| AOW | Dutch General Old Age Pensions Act (<i>Algemene Ouderdomswet</i>) |
| BBL | block or day-release programme (<i>Beroepsbegeleidende leerweg</i>) |
| BW | Dutch Civil Code (<i>Burgerlijk Wetboek</i>) |
| CAO | Collective Agreement (<i>Collectieve arbeidsovereenkomst</i>) |
| FKB | Fonds Kollektieve Belangen voor de Technische Groothandel |
| NEN | Standard for all temporary employment agencies |
| OR | Works council (<i>Ondernemingsraad</i>) |
| PVT | staff representative body (<i>personeelsvertegenwoordiging</i>) |
| RIE | workplace risk assessment and evaluation (<i>Risico-Inventarisatie en Evaluatie</i>) |
| SDITG | foundation <i>Stichting Duurzame Inzetbaarheid voor de Technische Groothandel</i> |
| SER | Dutch Social and Economic Council (<i>Sociaal-Economische Raad</i>) |
| SZW | Dutch Ministry of Social Affairs and Employment (<i>Ministerie van Sociale Zaken en Werkgelegenheid</i>) |
| UWV | Employee Insurance Agency (autonomous administrative authority with responsibilities in the fields of employment, incapacity for work, dismissal and employee insurance schemes) |
| VPTECH | early retirement scheme for the Dutch technical wholesale sector (<i>Regeling voor Vervroegd Pensioen Technische Groothandel</i>) |
| Wajong | Dutch Work and Employment Support (Disabled Young People) Act (<i>Wet arbeidsongeschiktheidsvoorziening jonggehandicapten</i>) |
| Scope | Description of the type of company to which the Collective Agreement applies |
| Wet AVV | Dutch Collective Agreements (Declaration of Universally Binding and Non-Binding Status of Provisions) Act (<i>Wet op het algemeen verbindend en onverbindend verklaren van bepalingen van collectieve arbeidsovereenkomsten</i>) |
| Wet CAO | Dutch Collective Agreements Act (<i>Wet collectieve arbeidsovereenkomst</i>) |
| WIA | Dutch Work and Income (Capacity for Work) Act (<i>Wet werk en inkomen naar arbeidsvermogen</i>) |
| WMCO | Dutch Collective Redundancy (Notification) Act (<i>Wet melding collectief ontslag</i>) |
| WML | Dutch Minimum Wage and Minimum Holiday Allowance Act (<i>Wet minimumloon en minimumvakantiebijslag</i>) |
| WO | University education |
| WOR | Dutch Works Councils Act (<i>Wet op de ondernemingsraden</i>) |
| ZW | Dutch Sickness Benefits Act (<i>Ziektewet</i>) |

SCHEDULE 8 - GLOSSARY

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