

# Protocol to Collective Agreements in the Metalworking and Electrical Engineering Industry of 11 February 2016

## Education, labour market and working conditions

### *Development lab for the personal training budget (PTB)*

The Labour Market and Training Organisation for the Metalektro (A+O) will set up a development lab to conduct experiments with a personal training budget for employees. During the term of the collective agreement, Stichting A+O will earmark a sum of € 2 million for the PTB.

The maximum subsidy from A+O for the PTB is € 1,000 per employee. Employers and/or employees can make agreements at company level to supplement that amount.

In the experiments the ultimate decision on the purpose of the training may lie with the employee, with the employer or with the employee and employer together, for example depending on the subsidy that is chosen. The experiments must be concerned with the employee's further development both within the company and in a job outside the company.

The emphasis will be on training that is not job-specific.

In addition to the experiments with the PTB, Stichting A+O will make available 500 vouchers with a maximum value of € 1,500 for employees who submit an application for 'permanent career development' organised via the A+O fund.

The experiments and the voucher scheme will be monitored and evaluated for the purpose of further discussion of the PTB in the Metalektro Consultative Council (ROM).

### *Training days*

The employee's entitlement to two training days will be included on a permanent basis in the collective agreement.

The employee is not required to take the training days immediately in the relevant calendar year. However, the total number of training days in the current calendar year and training days that have not been taken in preceding calendar years may not exceed five. Any excess training days that have been carried over will lapse.

### *Training modules for e-learning*

Stichting A+O will have short training modules developed for e-learning, including introduction modules, to enable employees to form an impression of a particular course. Stichting A+O will publicise these modules among employers and employees in order to encourage their use.

### *Mentor*

A+O will launch a project in which companies will be able to designate experienced employees as mentors for the purpose of training new employees, supervising young workers with a disability who are receiving benefits under the Invalidity insurance (Young Disabled Persons) Act (Wajong Act) and transferring knowledge as part of their policy on permanent employability. Stichting A+O will develop a training course for this project. The course for on-the-job trainers can be used as a model. Stichting A+O will also provide information about the use of experienced employees as mentors.

### *Wajong projects*

The projects designed to enable young people with a disability who are receiving benefits under the Wajong Act to participate in the labour market will be continued, and where possible expanded.

### *Participation Act*

Following the agreements that were made in the Social Agreement, a separate salary scale has to be included in the collective agreement for employees who belong to the target group for wage cost subsidies by virtue of the Participation Act. A separate table will therefore be inserted into the collective agreement for the target groups specifically mentioned in the Participation Act, with as the minimum amount the statutory minimum wage and a maximum amount of 120% of the statutory minimum wage. A decision on whether the employee should at any time earn more than 100% of the statutory minimum wage, within the range of 100% to 120%, will be made within the company.

Employees who fully perform a job falling under the company's job classification will be promoted to the regular salary scales. For jobs not included in the company's job classification that are performed full-time, an appropriate salary will be determined within the company.

### *Five Times Better (5x beter)*

The Five Times Better project will be continued for the period up to the end of 2018. Stichting A+O will continue to provide an annual sum of € 1 million for the project.

## **Permanent employability**

### *Current studies/projects*

The parties will continue with the current studies and projects. On the basis of the results of those studies and projects, the parties will consult on a follow-up to them.

### *Effects of technological developments on the labour market and employment relationships*

In order to gain a clearer insight into and better anticipate the impact of technological developments on the labour market and employment relationships, the parties will jointly commission a study into the consequences of these developments for the employees.

Stichting A+O will also be asked to have an e-learning module developed that enables employees to form a clear impression of the impact of those developments on their work and to provide information about relevant training opportunities.

There will be one module for employees at secondary vocational level (MBO) (levels 2 to 4 inclusive) and another module for employees at higher professional (HBO) level.

### *Informal care*

The ROM will gather information about the possibilities of combining work and informal care tasks and experiences in this area in order to make them available in a practical and useful manner.

### *Social innovation*

A social innovation project will be set up to allow employers, employees and employee representatives (Works Council/trade unions) to discuss the (technological) developments in the sector and their implications for the employer and the employees. A dialogue on those developments conducted on the basis of trust and commitment can change the culture in the sector and within individual companies.

In that context, between October 2016 and July 2017 the parties to the collective agreement will organise 12 information and discussion sessions about the future of the sector under the title 'Technological innovation and social innovation in the Metalektro'.

The meetings will be held under the auspices of the employers' organisation FME and the employees' organisations FNV Metaal, CNV Vakmensen, De Unie and VHP2, with the support of the ROM. The experts from the parties to the collective agreement (including the advisors on permanent employability) will play a role in these sessions. The sessions will be chaired by independent persons and introduced by external experts.

#### *Advisors on permanent employability*

To further the implementation of permanent employability, advisors will be hired to promote permanent participation among employers and employees and to provide information and advice. Stichting A+O will support that process through its information and communication channels. The advisors can be asked to provide assistance in relation to the use of the vouchers (provide counselling and raise awareness), e-learning and mentorship, among other things.

The advisors will be directed by the parties, who will establish a clear framework for the use of the advisors with regard to aspects such as clear objectives, activities, (financial) resources, results, interim evaluation, etc.

#### *Information about a four-day working week and part-time pension*

In the context of continuing to work longer, it is important for older workers in particular to be aware of the alternatives that exist to the traditional five-day working week. The parties will therefore publicise the possibility provided for in the collective agreement of temporarily working for four days a week or working part-time and the possibilities offered by the pension scheme to take partial retirement.

#### *Provisions for over 55s*

- With effect from 1 January 2017, for the subjects of overtime and in-situ work the age of 55 is amended to 56.
- With effect from 1 January 2017, employees who reach the age of 56 after that date can be required to work a maximum of five hours of overtime every four weeks. This obligation does not apply for overtime on nightshifts.
- Employees who already fell under the protection of the exemption from overtime and/or in-situ work before 1 January 2017 will retain that protection (the above changes do not apply to them).

## **Working hours**

#### *Four-day working week*

The option of temporarily working four days a week will be expanded. In addition to the available free holiday and rota-free hours, employees will also be able to use rota-free 'additional hours' and/or rota-free 'overtime hours' for this purpose. An example of rota-free additional hours and/or rota-free overtime hours that are not available are hour banks that have been agreed with the works council or the unions.

An employer who denies a request to temporarily work four days a week shall notify the employee of his decision within four weeks, together with a statement of the reasons.

#### *Buying leave/buying rota-free hours*

To respond to the wishes of the employees for a good work-life balance and the employer's desire for flexibility, the number of days of leave that the employee can buy and the number of rota-free hours that the employer can buy (and the employee can sell) will be increased.

The number of days of leave that can be bought will be increased by four to ten. These ten days may be used for the temporary four-day working week.

The employer can fix the number of rota-free hours for a calendar year in accordance with the existing system at less than 104 hours (13 days), in other words, also at 0 hours.

#### *Procedure for prescribing leave*

The procedure for determining the individual consecutive leave and the individual leave days will be revised. The text (Article 5.7, paragraph 2, under a) will provide that the employer shall agree to a request by an employee to take leave days unless the employer rejects the request in writing and stating serious reasons within two weeks of the request.

#### *Research into solutions in relation to working hours*

One of the aims of the unions is to create greater predictability in rosters in order to establish a good work-life balance. Employers strive for a flexible organisation that can respond well to the volatile developments in the international market, having regard to the interests of the individual employees.

The parties to the collective agreement will conduct research to discover how the interests of employers and employees can be met. The study will cover the night shift, shift work and in particular the three-shift system, and overtime. The committee can seek the advice of external experts.

On the basis of that study, the parties will discuss in the ROM the possibility of supporting the introduction of alternative work patterns and flexible working hour arrangements in a manner that focuses on a balanced weighing of interests and which serves the interests of both the company's flexibility and employee participation.

#### *Self-rostering*

Interested companies will be able to receive external assistance in exploring ways of developing their own system of self-management and self-rostering together with employees.

A+O will support the implementation and provide funds for it from the budget. The results will be made available to the sector and the ROM will monitor the results.

#### *Plan for reducing the burden in the night shift*

Employers must draw up plans with the works councils to reduce the burden of working on night shifts as employees get older. An employer could reduce the burden by reducing the number of night shifts, for example. The employer is not obliged to reduce the burden if that cannot reasonably be demanded of him. In that context, the parties feel it is important to limit overtime work in night shifts, although it is recognised that overtime may sometimes be necessary, for example for the hand-over of work in connection with calamities.

#### *Collective leave days and collective rota-free days*

The collective agreement provides that the works council must consult the employees before:

- the works council reaches agreement with the employer about the designation of more than three collective leave days.
- the works council gives its consent to more than 24 rota-free hours for all or practically all of the employers together.

The above does not apply for collective continuous leave.

#### *Notification of collective leave days*

In Article 5.7 section 2, paragraph f, the phrase 'before 1 February' will be replaced by 'before 1 December preceding the calendar year in which the collective continuous leave and collective leave days fall.'

## **Unemployment benefit (WW)**

The parties agree, having regard to the terms of the Social Agreement and taking account of the relevant correspondence, to make agreements about the reparation of the public unemployment benefit via the private topping-up of unemployment benefit and about the duration of the wage-related benefits under the Act on the reintegration of partially disabled employees (WGA Act) in conjunction with agreements on prevention of unemployment, if agreement is reached at central level on a uniform scheme and national implementation. The premiums for the private component will be paid by the employee. If no central agreement is reached about a uniform scheme and national implementation, the parties will again consult about the ensuing situation.

The parties will conduct research into the possibilities, conditions and costs of part-time unemployment benefit as a possible response to cyclical fluctuations.

## **Dutch Terms of Employment for Cross-border Work Act (WAGA)**

The parties are of the opinion that one of the essential objectives of the collective agreements for the Metalektro is to prevent unfair competition on terms of employment. The parties to the collective agreement regard disruption of a level playing field in relation to terms of employment as undesirable and therefore consider it important that the collective agreements for the Metalektro are also complied with in the area of cross-border work.

To this end, a joint working group was installed and the parties presented their views to it. The concrete outcome was the identification of provisions in the collective agreement for cross-border employees.

Every article in the collective agreement that could cause unfair competition on terms of employment was considered.

The parties received the report from the WAGA Metalworking and Electrical Engineering/Metalektro working group. The parties observe that no agreement was reached on the details of the agreement made about cross-border work in the collective agreement in 2013.

The parties will discuss the report in the ROM with a view to reaching agreement as soon as possible on the further details of the key provisions relating to cross-border work in the collective agreement.

## **Making the collective agreement more accessible**

The parties are at an advanced stage with plans to make the collective agreement simpler and more accessible by revising the text and format of the agreement. The parties will adopt the new text before 1 January 2017 and then test the new format and text in practice at a number of companies during the term of this agreement. Companies can register to take part. The aim is to introduce the new model for the entire sector with the next collective agreement on the basis of the practical experiences and make it available online (with a good search function).

## Miscellaneous

- The Work and Security Act shortened the period for consecutive temporary contracts (Article 7:668a of the Dutch Civil Code) from three to two years with effect from 1 July 2015. The period specified in Article 2.2 (three years) will be amended to two years.

The provision of the protocol in 2013 that reads “in the event of an interim amendment of the legislation concerning work interruptions for cold weather, (the parties will) discuss the consequences for the relevant provisions of the collective agreement and the interim amendment of the collective agreement” still applies.

- Article 10.1 of the collective agreement will be removed.
- Members of the employee unions can make use of a facility to be specified by the employer in 2016, 2017 and 2018. The employer may choose between bringing the entire union contribution under the tax exemption provided for under the Dutch Work Expenses Regulation or paying for a study day which is attended by the union member and is demonstrably organised by one of the employee unions. The employer may also opt to bring part of the union contribution under the Work Expenses Regulation and use the remainder to pay for a proportionate part of a study day.

The union member must submit a request soon enough to allow account to be taken of the choice of the study day or the Work Expenses Regulation.

The parties will consult in the event of a change to the fiscal rules relating to the above.

- The parties will conduct a study into a different and clearer regulation to replace the existing shift allowance adjustment regulation for employees who start working in the day shift or in a regular shift with a lower shift allowance.
- The parties are conducting a study into the possibilities of a sector insurance for industrial accidents and occupational diseases and will continue the study.
- To stimulate entry to the industry in qualitative and quantitative terms, students with an apprenticeship-employment agreement (vocational supervision learning track, BBL) are being trained in the Metalektro. The course includes a practical component. That component must be a close fit with the requirements that the student will have to meet in practice. Naturally, the practical component is not intended to absorb fluctuations in the supply of work. The parties include a text on this aspect in the preamble to the collective agreement.
- The parties endorse the proposition that women and men with the same relevant level of education and experience for a job should be paid the same for performing the same job. The parties will include a provision on this subject in the preamble to the collective agreement.
- On the basis of a project budget, the parties can make a proposal to the ROM for information about help with debt. A good example in that context is the project “CNV Geldzorg”.

## Duration and salary

### *Duration*

The new collective agreements will have the following duration:

- the collective agreement, the collective agreement for senior personnel and the supplementary ISF/SAO collective agreement will run from 1 May 2015 to 1 June 2018 (37 months);
- the A+O collective agreement will run from 1 January 2016 to 1 January 2019.

### *Adjustment of scales /wage increases*

In the lapsed agreements in principle the salary scales for young employees were adapted to offer them more perspective in their salary development.

The amounts for 22-year-olds will be further increased with effect from 1 January 2017. The salary of the young employees who are classified in salary group III, D or E will be increased from € 1,773.28 to € 1,825 and of young employees classified in salary group IV, F, G or H from € 1,869.92 to € 1,903.

In addition, employees who are younger than 23 years of age on 1 August 2016 (young employees), are employed on 1 August 2016 and are classified in a salary group for young employees (Articles 4.4 and 4.5, paragraph 4) will also receive a one-off bonus of 1% of the annual salary in August 2016, based on the monthly salary in August 2016.

The following wage increases will also be applied in the collective agreements:

- the actual salaries will be increased by 2.1% on 1 April 2016;
- a one-off lump-sum bonus, to be paid in July 2016, of 0.5% on the basis of the salary for the month of July 2016 including the shift allowance for regular shifts received in 2016. The bonus will be paid to employees who are employed by the employer on 1 July 2016 and have been employed without interruption by the same employer since 1 January 2016. The bonus for employees who entered employment after 1 January 2016 will be fixed in proportion to the number of months worked from 1 January 2016 to 1 July 2016 inclusive;
- the actual salaries will be increased by 1.25% from 1 January 2017;
- a one-off lump-sum bonus, to be paid in March 2017, of 0.6% on the basis of the salary for the month of March 2017 including the shift allowance for regular shifts received in 2017. The bonus will be paid to employees who are employed by the employer on 1 August 2016 and have been employed by the same employer without interruption since 1 August 2016. The bonus for employees who entered employment after 1 August 2016 be fixed in proportion to the number of months worked from 1 August 2016 to 1 March 2017 inclusive;
- the actual salaries will be increased by 1% on 1 August 2017;
- the actual salaries will be increased by 1.55% on 1 January 2018.

The amounts of the minimum increase for full-time employees and of the minimum holiday allowance will be calculated in the usual manner.

In the one-off bonuses account will be taken of the personal allowances in accordance with the usual method.

The agreements about incomes do not apply to employees with a gross annual salary, including holiday allowance, of € 91,000 or more in 2016 or 2017 or 2018 in full-time employment. The calculation of the amount of € 91,000 will be based on the gross monthly salary for the month in which the wage increase under the collective agreement takes place. The amount of € 91,000 will always be increased by the increase agreed in the collective agreement.

### *Wage differentiation*

During the term of the collective agreement the parties will investigate possible solutions for a company that is facing difficulties and that wishes to derogate from the wage increases agreed in the collective agreement in the interests of the company's continuity and/or related employment.

## **Levies**

The contributions to be paid by the employer in 2016 and 2017 are:

- 0.03% for secretarial costs at sector level. The ROM can fix the levy at a lower percentage for 2016 and/or 2017;
- 0.0825% for the Social Fund.

In 2016 and 2017 there will be levy of 0.3% for labour market and training, and in 2018 the levy will be 0.4%.

The above levies will be calculated over the employer's wage bill for the Social Insurance (Funding) Act in his company for the relevant year.



So done on 11 February 2016 in Zoetermeer:

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