

**Collective
Agreement for the
Textile Care Industry**

Valid from 1 January 2018 to 30 June 2020

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Relevant addresses

FNV (Dutch Trade Union Confederation)
Postbus 9208
3506 GE UTRECHT
telephone: 088-3680368
website: www.fnv.nl

CNV Vakmensen (National Federation of Christian Trade Unions in the Netherlands)
Postbus 2525
3500 GM UTRECHT
telephone: 030-7511150
website: www.cnwakmensen.nl

Dutch Textile Care Federation (FTN)
Postbus 10
4060 GA OPHEMERT
telephone: 0344-650437
website: www.ftn-nl.com

Netex (Dutch Textile Cleaners Association)
Postbus 10
4060 GA OPHEMERT
telephone: 0344-650431
website: www.netex.nl

Raad voor Arbeidsverhoudingen Linen rental- en Laundrybedrijven en Textile reinigingsbedrijven
(Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms)
(RALTEX)
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5004 JB TILBURG
telephone: 013-5944466
website: www.raltex.nl
e-mail: info@raltex.nl

Bedrijfstakpensioenfonds (Sectoral Pension Fund) MITT
Postbus 4471
6401 CZ Heerlen
telephone: 088-1162434
website: www.pensioenfondsmitt.nl

Trainingscentrum Textielverzorging (textile care training centre)
Postbus 10
4060 GA OPHEMERT
telephone: 0344-650431
website: www.tct-nl.nl

COLLECTIVE AGREEMENT FOR THE TEXTILE CARE INDUSTRY

Between:

1. De Federatie Textielbeheer Nederland (national trade association for textile service in the Netherlands) in Ophemert;
2. De Nederlandse Vereniging van Textielreinigers NETEX (Dutch Textile Cleaners Association) in Ophemert;

each as employers' association, party of the first part, and

3. Dutch Trade Union Confederation (FNV) in Utrecht;
4. National Federation of Christian Trade Unions in the Netherlands (CNV Vakmensen) in Utrecht

each as employees' association, party of the second part,

the following Collective Agreement has been entered into for the period from 1 January 2018 up to and including 30 June 2020

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

In this agreement the following terms mean:

1. **LINEN RENTAL AND LAUNDRY FIRMS**
companies occupied, mainly or not, with:
 - caring for personal laundry,
 - renting and/or caring for flat linen textiles, workwear and service dress,
 - articles for hand and toilet hygiene,
 - doormats,
 - cover systems for operating rooms,
 - medical instruments,
 - incontinence systems,
 - cleaning cloths and/or other goods intended for re-use,
 - as well as companies which are engaged, mainly or not, in sterilising textiles intended for re-use and medical instruments,
 - as well as companies that cooperate with the above-mentioned companies in a group of companies and whose main activity consists of providing support services to the above-mentioned companies.

2. **TEXTILE CLEANING FIRMS**
companies which - by using the machines customary in this industrial sector - professionally carry out the following with respect to textile goods, leather or fur :
 - dying (including overdying),
 - chemical cleaning (so-called dry cleaning),
 - stain removal,
 - pressing,
 - ironing,
 - making textiles as good as new,
 - pleating,
 - decatizing,
 - stain removal by dry cleaning.

3. **EMPLOYER**
any natural or legal person that runs a company as referred to in paragraph 1 or paragraph 2 of this article.

4. **EMPLOYEE**
any person who has entered into an employment contract with the employer referred to in paragraph 3 of this article.

All provisions of this Collective Agreement are applicable to:

- a. employees whose jobs are specified in Appendix 1, Job Classification, to this Collective Agreement;
- b. employees whose gross wage amounts to less than gross wage grade V plus 10% as included in Article 24 of this Collective agreement.

The provisions in Article 10, 26, Article 27, paragraphs 7 to 9, Article 28 to 31 and Article 35 do not apply to employees who are not employees as referred to under a. or b. All other provisions of the Collective Agreement do apply to these employees.

Foreign employees:

The provisions of this Collective Agreement that have been declared universally binding will also apply to employees who perform work in the Netherlands temporarily and whose employment contracts are governed by a law other than Dutch law, if these provisions relate to:

- maximum working hours and minimum rest periods;
- minimum number of days' holiday during which an obligation to continue paying salary exists and additional payments in connection with holiday;
- minimum wages, which include in any case: prevailing periodic wages in the scale, applicable reduction in working hours, allowances, interim wage increases, reimbursement of costs (travel expenses and travel time compensation, pension costs and other costs necessary for performance of the job), increments, year-end bonuses and additional payments in connection with holiday. This minimum wage does not include: additional company pension schemes, social security schemes over and above the statutory minimum and payments over and above the wage for the expenses the employee incurs in connection with secondment for travel, accommodation or food;
- conditions for assigning employees;
- health, safety and hygiene at work;
- protective measures in relation to the employment terms and conditions and working conditions of children, young people and pregnant employees or employees who have just given birth;
- equal treatment of men and women, as well as other provisions on non-discrimination.

5. FULL-TIME EMPLOYEES

Employees with an average working time of 36 to 40 hours a week.

6. PART-TIME EMPLOYEES

Employees with an average working time of less than 36 hours a week.

7. TEMPORARY WORKERS

The provisions included in this Collective Agreement relating to job classification, wages, working hours, allowances and supplementation will apply mutatis mutandis to workers hired in by the employer, either via a temporary employment agency as referred to in Book 7 Section 690 of the Dutch Civil Code or via a payroll firm. The provisions in Section 8 subsection 3 of the Placement of Personnel by Intermediaries Act (WAADI) will remain fully applicable. It ensues from this that the hiring company must ensure that the temporary employment agency will apply these terms and conditions of employment to the temporary workers hired.

8. HOURLY WAGE

The gross wage per hour worked for the pay grades and age groups distinguished in Article 24 and Appendix 1 of the Collective Agreement without the addition of allowances on whatever basis.

9. GROSS WAGE

The gross earnings in any period, including all allowances applicable to the employee by law, except for holiday allowance and payment of overtime, and also except for the personal allowance paid in accordance with Article 1 paragraph 13b of this Collective Agreement.

10. NATIONAL HOLIDAYS

Recognised Christian holidays, namely New Year's Day, Easter Monday, Ascension Day, Whit Monday and Christmas Day and Boxing Day, the King's Birthday, the day on which the King's birthday is celebrated, and in anniversary years, 5 May to celebrate National Liberation Day (2015, 2020 etc.).

11. EMPLOYEE REPRESENTATIVE BODY
 - the Works Council (OR) within the meaning of the Works Councils Act (WOR)
 - a representation of employees in companies with fewer than 50 employees, composed of at least 3 persons who are elected directly from the number of employees who perform work for the employer in his company. Section 31 subsection 1 of the Works Councils Act will apply mutatis mutandis.
12. PRODUCTION JOB
The job/activities on the job list, Appendix 1 to the Collective Agreement, marked with an *.
13. PERSONAL SUPPLEMENT
 - a) a supplement granted to an employee for individual reasons.
 - b) the personal supplement also includes a supplement granted to an employee before 1 July 1998 of 3.5% of the hourly wage owing to change of the employment contract from 36 hours to 32 hours.

Article 2 Nature of the Collective Agreement (CAO)

This Collective Agreement is in the nature of a minimum Collective Agreement. This Collective Agreement can be departed from in a sense favourable to the employee.

Article 3 Obligations of the parties

The parties undertake for the term of this agreement to use all means at their disposal to foster proper compliance with this agreement by the employers and employees, and to refrain from any actions that could impede proper compliance with this agreement in any way.

Article 4 Employer's obligations

1. The employer undertakes to enter into an individual written employment contract with each employee at the start of employment.
2. The employer must indicate in each individual employment contract - if applicable - the pay grade as referred to in Article 20. If no pay grade is applicable, the job and the agreed pay must be stated in the individual employment contract.
3. The employer must provide the employee with a copy of the individual employment contract signed by both parties and, if applicable, the prevailing company regulations.
4. It must be included in the individual employment contract that the text of the prevailing Collective Agreement can be consulted on the website www.raltex.nl.
5. On request, the employee will receive a copy of the Collective Agreement made available by Raltex via the employer.

Article 5 Employee's obligations

1. The employee must perform all work assigned to him/her by or on behalf of the employer as well as possible, in so far as can reasonably be required of him/her, and follow all instructions and rules given in doing so.

2. The employee must perform all work at the hours determined in this agreement or to be determined on the basis of this agreement.
3. The employee must also conduct him/herself in accordance with the company regulations, if any, applicable at the employer's company.
4. The employee must sign the employment contract as referred to in Article 4 paragraph 1.

COMMENCEMENT AND DURATION OF EMPLOYMENT

Article 6 Commencement and duration of employment

1. Employment will always be considered to have been entered into for an indefinite time, unless an employment contract as referred to in paragraph 2 under b. or c. of this article has been explicitly agreed.
2. It will be specified in the individual employment contract whether the contract has been entered into:
 - a. for an indefinite time;
 - b. for a fixed term;
 1. for a specified time period, which period will not be longer than one year;
 2. to perform a specific job, which job will not last longer than two years;
 3. to replace another employee who is unable to work or on leave;
 - c. on an on-call basis.
If any specification is absent, the employment contract is entered into for an indefinite time.

Article 7 Trial period

1. On the commencement of employment, a trial period can be agreed. The trial period will be at most:
 - 1 month for contracts entered into for a term of at least 6 months and at most 24 months;
 - 2 months for an employment contract longer than 2 years.

No trial period is agreed in the event of contracts entered into for a term of less than 6 months.
2. The duration of the trial period will be stated in the written employment contract.
3. During the trial period, both the employer and employee can terminate the employment contract without observing the notice period. During the trial period, an employment contract with a sick employee can be terminated.
4. If the employer terminates the employment contract during the trial period, at the employee's request the employer must set out the reasons for termination in writing.
5. The trial period will not be suspended by sickness of the employee.

Article 8 Extension of employment / temporary workers

1. An employment contract entered into with an employee for a fixed term can be extended twice if the total duration of the following employment contracts does not exceed 24 months.
2. No trial period will apply when a fixed-term employment contract is extended.
3. If there have been more than three consecutive fixed-term employment contracts, the last (extended) employment contract will count as entered into for an indefinite time
4. If there have been consecutive fixed-term employment contracts with a total duration of more than 24 months, at the time the period of 24 months is exceeded, the last (extended) employment contract will count as entered into for an indefinite time.
5. If the total duration of the consecutive employment contracts does not amount to more than 24 months and if no more than three consecutive fixed-term employment contracts have been entered into, the last employment contract will end by operation of law.
6. Fixed-term employment contracts that follow each other with intervals of six months or less are considered to be consecutive employment contracts
7. Temporary employment contracts, if they are interrupted by a period of sickness, as a result of which there are several temporary employment contracts in the relationship between the temporary employment agency and temporary worker, will be considered together as one temporary employment period at the employer in question.
8. A temporary worker who – from 1 July 2016- has been hired in by an employer (Article 1 paragraph 3 of the Collective Agreement for 24 consecutive months will be entitled to an employment contract with this employer. A period of leave and/or occupational disability – up to a maximum of 4 months – will count in order to meet this criterion. The preceding paragraphs of this article will remain applicable.

Article 9 On-call contracts

1. The employer undertakes to limit the conclusion of employment contracts with a deferred duty of performance (hereinafter referred to as: "on-call contracts") as much as possible to situations in which it is foreseeable that employment opportunities in the company will exceed the existing number of employees for a longer time, but not at foreseeable times.
2. The employer undertakes to conclude a written employment contract with each on-call contractor.
3. With the exclusion of different stipulations, if any, the following provisions will apply to on-call contracts:
 - a. The provisions of this Collective Agreement will apply fully to on-call contracts, especially the provisions relating to:
 - * classification into pay grades and the amount of the hourly wage;
 - * holiday allowance;
 - * accrual of leave rights.
 - b. The employer undertakes to call up the on-call contractor to perform work as soon as work arises in the company on the level of the job category of the on-call contractor concerned, which work cannot be taken over by the other personnel.

- c. The on-call contractor must comply with the call on the part of the employer if this call has reached the on-call contractor at least 24 hours prior to the time at which the work has to be started.
- d. Each call will be considered to relate to one or more periods of (possibly together) at least three hours: in other words, in cases in which work is performed after a call, the employer will always have to pay wages for a period of at least three hours.
- e. If, after any stipulated trial period has expired, no work is performed by an on-call contractor during a pay period applicable at the company, at the end of this pay period, an advance will be paid to the on-call contractor on the wages to be earned by the on-call contractor during a following pay period. The advance to be paid will be equal to the hourly wage agreed with the on-call contractor, multiplied by the number of hours worked by the on-call contractor during the last pay period. The advance to be paid will never exceed that which the on-call contractor would have earned if he/she had worked five hours a week during the entire pay period. The advance thus paid to the on-call contractor will be deducted from the wages that the on-call contractor will earn during a following pay period. The employer cannot, however, claim repayment of the advance or the performance of work in return for this advance if the on-call contractor is not called up anymore by the employer to perform work within a period of 6 months after the pay period at the end of which the advance was due, all this with due observance of the statutory requirements relating to continued payment of wages if not performing work is due to a cause that should reasonably be at the employer's expense; this includes the restriction to jobs that are occasional in nature and have no fixed working hours.
- f. If a vacancy occurs in the company in the job category in which the on-call contractor is classified, the employer must give the on-call contractor the first opportunity to apply for this job

HOURS OF WORK, WORKING TIME AND WORKING HOURS

Article 10 Hours of work and work schedule

1. a. For full-time employees the hours of work are 36 hours a week on average, on an annual basis.
b. In departure from a., an employer can set the weekly working hours of
 - drivers
 - employees working in technical units (sectors) of no more than 10 persons at textile cleaning firms, not counting shop staff, at a maximum of 40 hours a week on average, on an annual basis.
2. The hours of work for staff above collective agreement level, not being employees as referred to in Article 1 paragraph 4 under a. or b., can be set only in consultation with one of the employees' associations involved in this Collective Agreement in cooperation with the works council (OR) or employee representative body (PVT), or in the absence of a works council or employee representative body, with one of the employees' associations involved in this Collective Agreement.
3. A work schedule must be adopted per company, company division or parts thereof, for a period of at least six months.
Departure is possible from the period of six months for which the work schedule must at least apply with the consent of the works council or employee representative body.
If no statutory obligation exists to form a works council or employee representative body, the consent of the employees concerned is required.
4. The work schedule must meet the following conditions:
 - a. The work schedule of an individual employee must be consecutive.
 - b. The working time exclusive of overtime is a maximum of 9 hours a day and a maximum of 45 hours a week.
 - c. The working time including overtime is a maximum of 10 a day, 50 hours a week, on the understanding that no more than 90 hours may be worked in two consecutive weeks.
 - d. For an employee working in shifts, the working time must be no more than 8 hours per shift.
5. An intended decision to adopt, change or withdraw a work schedule requires the consent of the works council or employee representative body. If no statutory obligation exists to form a works council or employee representation body, the setting, change or withdrawal of a work schedule will require the consent of the employee(s) concerned.

Article 11 Working hours

1. The normal working hours are:
 - a. for employees in linen rental and laundry firms:
between 06.00 hours and 19.00 hours from Monday to Friday.
 - b. for employees in textile cleaning firms:
between 06.00 hours and 19.00 hours from Monday to Friday and Saturday from 06.00 hours to 17.00 hours, without the length of the workweek being exceeded.
2. The minimum rest time after a shift is 11 hours. In case of disasters, this can be departed from for drivers and employees of the technical service.

Article 12 Work schedule in the event of part-time early retirement
(deleted)

Article 13 Company-specific work schedules

1. If and in so far as the outlets of the company concerned result in a strongly changing delivery or production pattern, at the employer's request, in consultation with the trade unions, a working hours and allowance system will be adopted for that company, or for the most involved department or job category, that may depart from the provisions in Article 10 and Article 27, with due observance of Article 58 of the Collective Agreement.
 - a. An intended decision to adopt a working hours system departing from Article 10 will require the consent of the works council or employee representative body. An intended decision to adopt a working hours system departing from Article 27 will require the consent of the works council.
 - b. If no works council or employee representative body has been formed for the company, an intended decision to adopt a working hours and/or allowance system departing from Article 10 and/or Article 27 will require the consent of the employees' associations.
2. If a different working hours and allowance system is adopted, the following will apply.
 - a. If a party authorised to consent to a different work schedule refuses such consent, or does not reach a decision within a reasonable time on the intended different schedule, the employer can request RALTEX to give its consent to the introduction of the different schedule. The consent of RALTEX will then take the place of the required consent of the works council, employee representative body or employees' associations.
 - b. The employer must notify RALTEX in writing of the introduction of a different work schedule. The notification must contain a description of the different work schedule introduced and notification of the consent obtained from the works council, employee representative body or employees' associations.
 - c. RALTEX can instruct the parties involved in the introduction of a different work schedule in the company to deliberate again on the different schedule if and in so far as RALTEX is of the opinion that the different schedule deviates to a high degree from the sense and purport of the provisions in this article.

Explanation: By including this provision, the parties intend to foster employment opportunities in the sector by making it possible to deal with peak loads and weaker periods, as far as possible by engaging "permanent" employees.

Article 14 Shift work

1. The employer can adopt a shift work schedule for the whole company or for one or more departments. Shift work exists if alternating shifts are worked according to a fixed schedule, of which one or more hours is outside the normal working hours. An intended decision to adopt, change or withdraw a shift work schedule will require the consent of the works council or employee representative body.
2. If a shift work schedule has been introduced for a company or for a department, an employee must work in shifts if this was agreed on entering into the employment contract. Employees who work in normal day shifts cannot be required to work in shifts if they can demonstrate that their health or personal circumstances oppose this, or if they are 50 years of age or older.

3. See Article 31 for the amount of the shift work allowance.
4. The allowances specified in Article 28 and Article 29 will apply to work performed on Saturdays, Sundays or national holidays.

Article 15 Mandatory work on Saturdays before or after national holidays

1. In consultation with the works council or employee representative body, a schedule will be adopted for working on Saturdays between 06.00 hours and 14.00 hours before or after national holidays as referred to in Article 1 paragraph 10 of the Collective Agreement.
2. This schedule must be announced to the company at least two months before the relevant national holiday. Both full-time and part-time employees are required to work according to the schedule on the relevant Saturday(s).
3. If applicable, the employee will be granted an allowance in accordance with Article 28 and Article 29.

Article 16 Saturdays, Sundays and national holidays

1. As a rule, no work is done on Sundays and national holidays and – for linen rental and laundry firms – on Saturdays. For a definition of national holidays see Article 1 paragraph 10 of the Collective Agreement.
2. In so far as a national holiday falls on a day on which the employee would work, normally speaking, the wage will continue to be paid on the basis of the pay the employee would have earned if the day had not been a national holiday.
3. If work is performed on a Saturday, Sunday or national holiday, an addition will be granted to the hourly wage in accordance with Article 15 and Articles 28 and 29.

TERMINATION OF EMPLOYMENT

Article 17 Termination of employment

1. A fixed-term employment contract ends after an agreed term has expired. The employer must indicate at least 1 month before expiry of the fixed-term employment contract whether the employment contract will be extended or not and under what conditions (the 'notification period')
2. An employment contract entered into for the performance of a specific task or to replace another employee who is incapacitated for work or on leave will end as soon as the task has been completed or when the replaced employee returns.
2. Employment can be terminated by the employer as well as by the employee. In the event of termination, with due observance of Article 40, paragraph 11 under d., the notice periods referred to in Article 18 will apply.
3. Employment will end in any case, even without termination, when the employee reaches state pension age.

Article 18 Notice period

1. The employment contract can be terminated for urgent reasons without a notice period in the cases and in the way referred to in Book 7 Section 678 and Book 7 Section 679 of the Dutch Civil Code (*BW*).
2. In other cases, notice of termination and observance of a notice period is required for the termination of an employment contract.
3. After observance of the notice period, the employment contract can only be terminated as of the first day following on a pay period.
4. For an employee giving notice of termination, the notice period is one month.
5. For an employer giving notice of termination, the notice period is:

| Length of employment of the employee | Length of notice period |
|--------------------------------------|-------------------------|
| 0 to 5 years | 1 month |
| 5 to 10 years | 2 months |
| 10 to 15 years | 3 months |
| 15 years or longer | 4 months |

6. The notice period referred to in paragraph 5 will be extended by:

| Employee's age | Length of additional notice period |
|--------------------|------------------------------------|
| 45 to 49 years | 0.5 month |
| 50 to 54 years | 1 month |
| 55 years and older | 1.5 month |

Explanation: in case the use of the notice period leads to a date halfway through the month, then, regardless of the payment period, cancellation will take place at the end of the month.

JOB CLASSIFICATION

Article 19 Job classification

1. The job of an employee with an hourly wage up to the maximum hourly wage in pay grade 5, increment 6.0 as included in the wage tables in Article 24 of the Collective Agreement, will be classified by the employer.
2. Jobs are classified on the basis of the reference jobs and job scale classification referred to in Appendix 1, Job Classification, to this Collective Agreement, worked out in further detail in the RALTEX Job Handbook, which is based on the ORBA method of job evaluation. The Job Handbook can be consulted on www.raltex.nl.
3. The employee has been or will be notified in writing of the job for which he/she has been engaged and of the pay grade in which the job is classified.
4. The employer can engage an employee taken on to perform work in pay grade I for the first six months of the employment contract.

- a. This period of six months must not be exceeded by successive employment contracts within one year with the same employee, irrespective of the length of time between the consecutive contracts.
 - b. The statutory (youth) minimum wage applies as the amount of the wage in pay grade 1. For the current statutory minimum (youth) wage, see: www.szw.nl.
5. An employee who does not agree or no longer agrees with the description of the job in which he/she is engaged and/or objects to the pay grade classification can appeal against this. The appeal procedure is included in Appendix 2, which forms part of this Collective Agreement.

Article 20 Performing 2 jobs

If an employee performs work at the employer's request that is part of a job in a higher pay grade of the pay structure than that in which the employee is classified, the employee will be classified in the highest pay grade if:

- a. The relevant work must be performed, which is the case at any rate after 3 months, and
- b. The relevant work is performed in at least 50% of the agreed working time.

Article 21 Pay scales of pay grades

- 1. Each pay grade has pay scales.
- 2. The pay scales consist of age scales and increments.
- 3. The age scales apply only to employees who are 22 years and younger and are based on the hourly wage of the age scale for 22 years by applying the following percentages:

| Age | Percentage |
|----------------------|------------|
| 20 years and younger | 78% |
| 21 years | 88% |
| 22 years | 100% |

The following age scale table has applied from 1 July 2019

| | |
|----------------------|------|
| 20 years and younger | 78% |
| 21 years | 100% |

- 4. The increments apply only to employees aged 22 years or older and are based on the hourly wage of the age scale for 22 years by applying the following percentages:

Table if the sector assessment system is followed:

| Increment | Percentage |
|-----------|------------|
| 0.0 | 100% |
| 0.5 | 100.5% |
| 1.0 | 101% |
| 1.5 | 101.5% |
| 2.0 | 102% |
| 2.5 | 102.5% |
| 3.0 | 103% |
| 3.5 | 103.5% |

| | |
|-----|--------|
| 4.0 | 104% |
| 4.5 | 104.5% |
| 5.0 | 105% |
| 5.5 | 105.5% |
| 6.0 | 106% |

Table if the sector assessment system is not followed:

| Increment | Percentage |
|------------------|-------------------|
| 0.0 | 100% |
| 1.0 | 101% |
| 2.0 | 102% |
| 3.0 | 103% |
| 4.0 | 104% |
| 5.0 | 105% |
| 6.0 | 106% |

5. The pay of the employee
 - a. whose job is described in Appendix 1, Job Classification, to this Collective Agreement
 - or:
 - b. with an hourly wage up to the maximum hourly wage in pay grade 5, increment 6.0 must be classified in accordance with the provisions of Article 22.

6. The employee will be notified in writing of the pay grade and pay scale (age scale or increment) in which he/she is classified and – if applicable – the personal supplement as referred to in Article 22, paragraph 1 under e. and paragraph 2 under e.

Article 22 Application of the pay scales

1. Application of the age scales
 - a. The provisions in this paragraph apply only to employees aged 22 years or younger.
 - b. Age scale: (the hourly wage belonging to) the age scale of the pay grade applicable to the employee's job.
 - c. The employee will be classified in the age scale corresponding to his/her age.
 - d. The first six months in employment is a training period. In this training period, employees are classified in pay grade I.
 - e. An employee who has not yet reached the age of 22 years will be classified after his/her birthday in an age scale corresponding to his/her new age.
 - f. If an hourly wage is agreed with the employee that is more than that of the age scale corresponding to his/her age, the difference between the hourly wage agreed with the employee and that of the age scale will be expressed as a personal supplement.
 - g. The personal supplement as referred to in subparagraph f. will be increased on the dates and by the percentages referred to in Article 24, paragraph 1.
 - h. From the time a higher wage scale or implement becomes applicable, the personal supplement as referred to in subparagraph f. of this paragraph will be decreased. This decrease is equal to the difference between the higher wage scale or increment and the age scale applicable until that time, but will never amount to more than the personal supplement. If the difference is greater than or equal to the personal supplement, the personal supplement will lapse.

- i. As of the first full pay week after the employee has reached the age of 22 years, the employee will at least be classified in increment 0.0.
2. Application of the increments
- a. The provisions of this paragraph apply only to employees 22 years of age or older.
 - b. Increment: (the hourly wage belonging to) the increment of the pay grade applicable to the employee's job.
 - c. The employee will at least be classified in increment 0.0.
 - d. If a higher hourly wage is agreed with the employee than increment 0.0, but lower than increment 6.0, the employee will be classified in the increment corresponding to the agreed hourly wage or failing this, in the nearest higher increment.
 - e. If a higher hourly wage is agreed with the employee than increment 6.0, the difference between the agreed hourly wage and increment 6.0 will be expressed as a personal supplement.
 - f. The personal supplement as referred to in subparagraph e. of this paragraph will be increased on the dates and by the percentages referred to in Article 24 paragraph 1.
 - g. From the time a higher implement becomes applicable, the personal supplement as referred to in subparagraph e. of this paragraph will be decreased. This decrease is equal to the difference between the higher increment and the increment applicable up to that time, but will never amount to more than the personal supplement. If the difference is greater than or equal to the personal supplement, the personal supplement will lapse.
 - h. On 1 July of any year, the hourly wage of an employee to whom an increment has already been applicable for one year will be increased.
 - i. If the sector assessment system or an assessment system assessed by the parties to the Collective Agreement beforehand as equivalent to it is introduced in the employer's company, the increase as referred to in subparagraph h. and subparagraph i. will be:
 - 0.5 increment in case of moderate performance
 - 1.0 increment in case of normal/good performance
 - 1.5 increment in case of excellent performance.
- A decision to adopt, change or withdraw the assessment system will require the consent of the works council.
- j. If the company has not introduced an assessment system as referred to in subparagraph i., the increase referred to in subparagraph h. will be: 1.0 increment.
 - k. The increase as referred to in subparagraph h. will be granted as long as the employee has not yet reached increment 6.0.

The sector assessment system can be downloaded from www.raltex.nl.

Article 23 Door-to-door salesperson

Regarding the remuneration of those employees whose work consists of door-to-door sales, if they do not work on a commission basis, an hourly wage will be paid according to pay grade III.

If the aforementioned employees work on a commission basis, they will be guaranteed an hourly wage in accordance with pay grade III.

WAGES AND ALLOWANCES

Article 24 Income

1. With the exception of pay grade I, the statutory (youth) minimum wage, the salaries and salary scales for all employees in the sector will be increased
 - on 1 July 2018 by 2.5%
 - on 1 July 2019 by 2.25%
 - on 1 June 2020 by 2.25%

This leads to the following pay tables:

On 1 July 2018

| Pay grade | II | III | IV | V |
|----------------------|-------|-------|-------|-------|
| Age | | | | |
| 20 years and younger | 8,23 | 8,51 | 8,69 | 9,39 |
| 21 years | 9,33 | 9,65 | 9,86 | 10,65 |
| 22 years | 10,56 | 10,91 | 11,15 | 12,04 |
| Increment | | | | |
| 0.5 | 10,61 | 10,96 | 11,21 | 12,10 |
| 1.0 | 10,67 | 11,02 | 11,26 | 12,16 |
| 1.5 | 10,72 | 11,07 | 11,32 | 12,22 |
| 2.0 | 10,77 | 11,13 | 11,37 | 12,28 |
| 2.5 | 10,82 | 11,18 | 11,43 | 12,34 |
| 3.0 | 10,88 | 11,24 | 11,48 | 12,40 |
| 3.5 | 10,93 | 11,29 | 11,54 | 12,46 |
| 4.0 | 10,98 | 11,35 | 11,60 | 12,52 |
| 4.5 | 11,04 | 11,40 | 11,65 | 12,58 |
| 5.0 | 11,09 | 11,46 | 11,71 | 12,64 |
| 5.5 | 11,14 | 11,51 | 11,76 | 12,70 |
| 6.0 | 11,19 | 11,56 | 11,82 | 12,76 |

On 1 July 2019

| Pay grade | II | III | IV | V |
|----------------------|-------|-------|-------|-------|
| Age | | | | |
| 20 years and younger | 8,42 | 8,70 | 8,89 | 9,60 |
| 21 years | 10,80 | 11,16 | 11,40 | 12,31 |
| Increment | | | | |
| 0.5 | 10,85 | 11,22 | 11,46 | 12,37 |
| 1.0 | 10,91 | 11,27 | 11,51 | 12,43 |
| 1.5 | 10,96 | 11,33 | 11,57 | 12,49 |
| 2.0 | 11,02 | 11,38 | 11,63 | 12,56 |
| 2.5 | 11,07 | 11,44 | 11,69 | 12,62 |
| 3.0 | 11,12 | 11,49 | 11,74 | 12,68 |
| 3.5 | 11,18 | 11,55 | 11,80 | 12,74 |
| 4.0 | 11,23 | 11,61 | 11,86 | 12,80 |
| 4.5 | 11,29 | 11,66 | 11,91 | 12,86 |
| 5.0 | 11,34 | 11,72 | 11,97 | 12,93 |
| 5.5 | 11,39 | 11,77 | 12,03 | 12,99 |
| 6.0 | 11,45 | 11,83 | 12,08 | 13,05 |

On 1 June 2020

| Pay grade | II | III | IV | V |
|----------------------|-------|-------|-------|-------|
| Age | | | | |
| 20 years and younger | 8,61 | 8,90 | 9,09 | 9,82 |
| 21 years | 11,04 | 11,41 | 11,66 | 12,59 |
| Increment | | | | |
| 0.5 | 11,10 | 11,47 | 11,72 | 12,65 |
| 1.0 | 11,15 | 11,52 | 11,78 | 12,72 |
| 1.5 | 11,21 | 11,58 | 11,83 | 12,78 |
| 2.0 | 11,26 | 11,64 | 11,89 | 12,84 |

| | | | | |
|-----|-------|-------|-------|-------|
| 2.5 | 11,32 | 11,70 | 11,95 | 12,90 |
| 3.0 | 11,37 | 11,75 | 12,01 | 12,97 |
| 3.5 | 11,43 | 11,81 | 12,07 | 13,03 |
| 4.0 | 11,48 | 11,87 | 12,13 | 13,09 |
| 4.5 | 11,54 | 11,92 | 12,18 | 13,16 |
| 5.0 | 11,59 | 11,98 | 12,24 | 13,22 |
| 5.5 | 11,65 | 12,04 | 12,30 | 13,28 |
| 6.0 | 11,70 | 12,09 | 12,36 | 13,35 |

The bolded half increment scales in the pay tables are applicable only if the sectoral assessment system or an assessment system previously judged by the parties to the Collective Agreement as equivalent to it has been introduced in the company with the consent of the works council or employee representative body. Only then will the increment increase amount to:

- 0.5 increment: in case of moderate performance
- 1.0 increment: in case of normal/good performance
- 1.5 increment: in case of excellent performance.

If no assessment system is applicable in the company, only the whole increment scales 1.0, 2.0, 3.0, 4.0, 5.0 and 6.0 will apply (Article 22, paragraph 2 Collective Agreement).

2. The principle that the above-mentioned wage increases will be granted to all employees can be departed from in consultation between the employer and the parties to this Collective Agreement, being employee associations in a company in which a different assessment system exists for employees whose jobs are not described in Appendix 1 to this Collective Agreement, provided the company concerned has raised the salaries of said employees during the term of this Collective Agreement in accordance with the salary system implemented in said companies. Raltex will deal with any disputes over this at the request of one of the parties involved.
- 3 Employees who are members of a trade union that is a party to this Collective Agreement will be entitled once a year to receive the total annual contribution as gross salary, in the form of an expense allowance. This expense allowance will be set off in the same year against the employee's year-end bonus. The reference period is the period from November of any year to October of the next year. Individual trade union members must take the initiative for this on their own. The current tax provisions on setting off trade union contributions will be the determining factor for the implementation of this scheme.
4. The contribution under the Return to Work (Partially Disabled Persons) Regulations (WGA) / WGA burden will be divided evenly between the employer and employee. The employer may recover 0.5% at most of the percentagewise WGA contribution / WGA burden from the employee's net salary.

Article 25 Salary payment

Regardless of the payment method, each payment period all employees must be provided with a written salary slip (specification) simultaneously with the payment. In departure from

this, however, it is allowed, partly in connection with the automatic processing of the data, if the payment period is a week, to provide the specification over a 4- or 5-week period. On (an appendix to) the specification, the following must be stated in a clearly readable manner:

- a. hourly wage;
- b. gross salary;
- c. the period to which the payment relates;
- d. overtime and any other allowances;
- e. deductions at source due;
- f. specification of all amounts withheld from the gross salary, such as income tax, national and employee insurance contributions, employee's share of the pension and private health insurance premium and withholdings under other statutory provisions, such as wage garnishment;
- g. accrual, taking and balance of leave hours;
- h. the gross amount of the statutory minimum wage to which a person of the age of the employee concerned is entitled in the relevant payment period.

Article 26 Minimum wage

1. If and in so far as the government has or will set a minimum wage for one or more specific categories of employees which, converted into hourly wage, exceeds the hourly wage under the Collective Agreement, this category/these categories of employees will be paid a supplement to the hourly wage needed to guarantee the minimum wage for a pay period.
2. In departure from the Minimum Wage and Minimum Allowance Act (WML), the allowances referred to in Articles 27 and 36 will not count in determining any compensatory supplement, as referred to in the first paragraph of this article.
3. In departure from the Minimum Wage and Minimum Allowance Act, the above-mentioned compensatory supplement will be granted regardless of the number of hours to be worked, on 36 hours a week on average at most.

Article 27 Overtime

1.
 - a. Overtime is occasionally performing work at the employer's request by which:
 - the individual work schedule for a full-time employee referred to in Article 10 paragraph 4 is exceeded;
 - for part-time employees (including part-time employees in technical units of 5 persons or fewer and drivers who work part-time) 36 hours are exceeded;
 - for employees in technical units of 10 persons at most at textile cleaning firms, not including shop employees, as well as for drivers, 40 hours a week are exceeded.
 - b. Work performed to catch up on hours missed because of business interruption will not be considered overtime, provided the hourly wage is paid in full for the hours missed and additional hours worked.
 - c. Overtime is allowed only in case of unforeseen changes in circumstances or if the nature of the work compels this for a short time.
2. Working overtime will be avoided as much as possible. A full-time employee must comply with a reasonable request from the employer to work overtime. The employer may not disregard the employee's urgent objections and personal circumstances.

3. An intended decision to work overtime to a substantial extent with respect to the number of employees involved will require the consent of the works council or employee representative body.
4. In the event of structural overtime, the employer, in consultation with the works council, will strive to find a solution other than structural overtime. Structural overtime is overtime that is foreseeable or unforeseen and lasts longer than three months.
5. The following persons are not required to work overtime:
 - a. part-time employees;
 - b. employees aged 55 and over;
 - c. employees aged 50 and over who work in production jobs (that are marked by an * on the job list, Appendix 1 to the Collective Agreement);
 - d. employees with a medical indication that explicitly prevents working overtime, as evident from a statement from a doctor.
6. If breaks must be taken under the Working Hours Act (ATW), the break of a half hour at most will be considered overtime.
7. Overtime - in consultation between the employer and employee – will be paid in money or compensated according to the so-called time-for-time scheme. The hours worked must be compensated in days off within three months, whereas the allowance will be paid as such in money.
8. The following allowances added the hourly wage will apply to overtime:

| Type of overtime | Amount of allowance |
|--|---------------------|
| For the 1st to 4th hour of overtime per week, provided the working hours of 40 hours a week are not exceeded in that week. | 12.5% |

| | |
|--|------|
| - for overtime by which weekly working hours of 40 hours are exceeded. - for the 5th to 9th hour of overtime per week. | 25% |
| - for overtime by which weekly working hours of 45 hours are exceeded; - for the tenth and following hour of overtime; - for overtime hours on days on which no work need be performed according to the individual work schedule. - for working overtime on Saturday. | 50% |
| for working overtime on Sunday. | 100% |
| for working overtime on national holidays (Article 1 paragraph 10). | 200% |

9. The overtime allowance will not cumulate with the allowance referred to in Article 15. If Article 16 paragraph 3 is applicable, the allowances in Articles 28 and 29 of the Collective Agreement will apply.

Article 28 Working at special hours in Linen Rental and Laundry Firms

1. For working outside normal working hours (working at special hours) the following percentagewise allowances have been calculated for both full-time and part-time employees at linen rental and laundry firms:

Table Working at Special Hours at Linen Rental and Laundry Firms

| | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|----------------------|-------|-------|-------|-------|-------|-----|-----|
| 00.00 to 06.00 hours | 45% | 45% | 45% | 45% | 45% | 45% | 90% |
| 06.00 to 18.00 hours | 0% | 0% | 0% | 0% | 0% | 45% | 90% |
| 18.00 to 19.00 hours | 0% | 0% | 0% | 0% | 0% | 45% | 90% |
| 19.00 to 20.00 hours | 22.5% | 22.5% | 22.5% | 22.5% | 22.5% | 90% | 90% |
| 20.00 to 24.00 hours | 45% | 45% | 45% | 45% | 45% | 90% | 90% |

2. An allowance of 180% applies to work performed on national holidays. This allowance does not cumulate with the allowance in paragraph 1.
3. No cumulation takes place of the allowance for special hours and the shift work allowance.

Article 29 Working at special hours in Textile Cleaning Firms

1. For working outside normal working hours (working at special hours) the following percentagewise allowances have been calculated for both full-time and part-time employees at textile cleaning firms:

Table Working at Special Hours at Textile Cleaning Firms

| | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|----------------------|-------|-------|-------|-------|-------|--------------------|-----|
| 00.00 to 06.00 hours | 45% | 45% | 45% | 45% | 45% | 45% | 90% |
| 06.00 to 14.00 hours | 0% | 0% | 0% | 0% | 0% | 0% | 90% |
| 14.00 to 17.00 hours | 0% | 0% | 0% | 0% | 0% | 33 $\frac{1}{3}$ % | 90% |
| 17.00 to 18.00 hours | 0% | 0% | 0% | 0% | 0% | 45% | 90% |
| 18.00 to 19.00 hours | 0% | 0% | 0% | 0% | 0% | 90% | 90% |
| 19.00 to 20.00 hours | 22.5% | 22.5% | 22.5% | 22.5% | 22.5% | 90% | 90% |
| 20.00 to 21.00 hours | 45% | 45% | 45% | 45% | 45% | 90% | 90% |
| 21.00 to 24.00 hours | 45% | 45% | 45% | 45% | 45% | 90% | 90% |

2. An allowance of 180% applies to work performed on national holidays. This allowance does not cumulate with the allowance in paragraph 1.

3. Employees who were paid an allowance for working on Saturday between 06.00 hours and 14.00 hours before 1 July 1994 will retain this allowance also after the aforementioned date.
4. An employee with whom an employment contract has been agreed for no more than 12 hours per week and works only on Saturdays and late opening evenings will not be owed an allowance for work performed on the regular late opening evenings (Thursday or Friday evening) between 19.00 hours and 21.00 hours and on Saturdays between 14.00 hours and 17.00 hours. This results in the table below:

| | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|----------------------|-------|-------|-------|--------------------|--------------------|-----|-----|
| 00.00 to 06.00 hours | 45% | 45% | 45% | 45% | 45% | 45% | 90% |
| 06.00 to 14.00 hours | 0% | 0% | 0% | 0% | 0% | 0% | 90% |
| 14.00 to 17.00 hours | 0% | 0% | 0% | 0% | 0% | 0% | 90% |
| 17.00 to 18.00 hours | 0% | 0% | 0% | 0% | 0% | 45% | 90% |
| 18.00 to 19.00 hours | 0% | 0% | 0% | 0% | 0% | 90% | 90% |
| 19.00 to 20.00 hours | 22,5% | 22,5% | 22,5% | 0%* or 22,5% | 0%* or 22,5% | 90% | 90% |
| 20.00 to 21.00 hours | 45% | 45% | 45% | 0%* or 45% | 0%* of 45% | 90% | 90% |
| 21.00 to 24.00 hours | 45% | 45% | 45% | 45% | 45% | 90% | 90% |

* no allowance is due on the regular late opening evenings. If Thursday evening is the regular late opening evening and work is performed on Friday evening, an allowance of 22.5% will apply to Friday evening from 19.00 hours to 20.00 hours and an allowance of 45% from 20.00 to 24.00 hours.

- No cumulation takes place of the special hours allowance and the shift work allowance.

Article 30 On-call duty

Only a mandatory availability outside working hours applies to an employee if agreements have been made in consultation with the employee on an on-call allowance with due observance of the Working Hours Act (ATW).

Article 31 Shift work allowance

1. Employees who work in two shifts according to the schedule will receive an allowance of 15% on the hourly wage, to be calculated on all hours to be paid.
2. Employees who work in three shifts according to the schedule will receive an allowance of 18% on the hourly wage, to be calculated on all hours to be paid.

- When employees are placed from shift work to a normal day shift, a phase out scheme will apply consisting of a lump sum payment. This payment will amount to:

| Period of shift work | Amount of payment |
|-----------------------------|--|
| 1 to 4 years | three times the shift work allowance per month |
| 4 to 6 years | six times the shift work allowance per month |
| longer than 6 years | nine times the shift work allowance per month |

- No cumulation takes place of the shift work allowance and the allowance for special hours.

Article 32 Driver's Allowance and Driver's Pass

- A driver's allowance will apply to employees with a full-time job as drivers of €36 gross per month. A driver's allowance will apply pro rata to employees who work part-time as drivers.
The driver's allowance will apply to employees with a full-time job who work partly as drivers and partly at a different job, pro rata the part the person concerned works as a driver.
- The driver's pass for the digital tachograph will be reimbursed by the employer to the driver once every 5 years. Loss and theft of the driver's pass will be at the driver's expense.

Article 32a Allowance for (Apprentice) Sterile Medical Devices Assistant

In connection with labour market conditions, an allowance will apply as of 1 July 2016 to (apprentice) sterile medical devices staff A and B of €36 gross per month. If the staff members referred to here work part-time, the allowance will apply pro rata.

Article 33 Holiday allowance

- The employer will pay the employee the holiday allowance simultaneously with the salary for the month of May. If the employee goes on leave before 1 June, the holiday allowance can be paid at an earlier time.
- The holiday allowance is 8.33% of the gross salary earned by the employee, exclusive of year-end bonus, during the holiday year, which runs from 1 June of any year to 31 May of the next year.
- If employment has not yet lasted a full year on 31 May of the current year, the holiday allowance will be calculated pro rata.
- On termination of employment, the employee will be entitled to holiday allowance for the period for which it has not yet been paid.
- If an employee has not been able to perform work because of occupational disability, he/she will maintain his/her right to holiday allowance, however not longer than during the period that the employer is required by law to continue paying salary.

Article 34 Year-end bonus

Except for employees in pay grade I, all employees in the sector will be granted a structural year-end bonus, to be paid with the salary in December or (pro rata) on termination of employment. The year-end bonus is 8.33% of the gross annual salary.

Gross annual salary means the gross earnings in any period, including all allowances applicable to the employee by law, except for holiday allowance and payment for working overtime, and also with the exception of the personal supplement paid in accordance with Article 1 paragraph 13b of this Collective Agreement.

Article 35 Payment in the event of short-time working

In the event of short-time working, the employer must pay an employee who receives benefit in this context under the Unemployment Insurance Act (WW) a supplement to this benefit up to 100% of the gross salary.

As a rule, this supplement is payable on 45 days of benefit per benefit year as specified in the Unemployment Insurance Act.

Article 36 Years of service bonus

An employee who was paid a years of service bonus before 1 July 2002 will maintain this bonus.

Article 37 Anniversary bonus

Employees who have worked at an employer for 25 years have been entitled as of 1 January 2013 to an anniversary bonus. The employee receives a half month's salary under prevailing tax rules.

OCCUPATIONAL DISABILITY AND RE-INTEGRATION

Article 38 Payment in the event of occupational disability

1. In the event of demonstrable occupational disability, the employer must supplement the salary due from the 1st day of occupational disability for 2 years at most under the statutory obligation to continue paying salary up to:

| | |
|------|---|
| 100% | During the first 6 months of occupational disability; |
| 90% | During the next 6 months of occupational disability; |
| 85% | During the next 12 months of occupational disability; |

of the gross salary applicable to the employee. The employee is subject to the obligation to achieve the result that there is demonstrable, active re-integration according to reasonableness and fairness.

If the employee becomes occupationally disabled through an industrial accident, the employer must supplement the employee's salary for a maximum of two years up to 100% of the gross salary applicable to the employee. The diagram above will not apply in that case. A condition for this is that it is evident from investigation by the Labour Inspectorate (AI) that the employer has been at fault.

2. The gross salary applicable to the employee as referred to in paragraph 1 is the average of the gross salary that the employee earned during the 13 weeks immediately preceding the occupational disability, including allowances received and payment of structural overtime, but with the exception of the holiday allowance and year-end bonus.
3. The preceding paragraphs of this article will not apply if and in so far as the employee can enforce a claim against third parties for compensation in relation to his/her occupational disability.
In that case, the employer will provide an advance on the compensation in the amount of the gross salary or supplement referred to in the preceding paragraphs.
At the employer's request to that effect, the employee must assign his/her claims against third parties for compensation of injury and/or loss to the employer by way of a deed of assignments.
This may, however, not be a higher amount than the amount of the continued payment of salary referred to in the preceding paragraphs. After assignment, the advances may not be reclaimed anymore.
4. The employer can withhold one waiting day on each third and following sick report by the employee in any calendar year, provided the works council or employee representative body has consented to this, and provided the works council or employee representative body has consented as well to an absence management plan with due observance of the statutory minimum obligation to continue paying salary in the event of sickness. The staff representation will be entitled to this right of consent in companies without a works council or employee representative body, or the relevant employee associations in companies where there is no works council, while the company is legally required to have a works council. No waiting days can be withheld in the event of reporting sick as a result of chronic illness.
5. In case of chronic illness, the possibility to withhold waiting days will lapse in accordance with the preceding paragraph. It must be verifiable and incontrovertibly established that there is a chronic illness. In case of uncertainty, verification is possible by the company

medical officer / occupational health and safety physician. For the definition of “chronically ill” a connection is sought with the study of this being conducted by the government (study of the excess in healthcare insurance).

Article 38A Sector-specific occupational health and safety catalogue and Hazard Identification & Risk Analysis (HIRA)

For the Linen Rental and Laundry Firms there are specific occupational health and safety catalogues and for the Textile Cleaning firms specific occupational health and safety catalogues and Hazard Identification & Risk Assessment (HIRA). These sector-specific products are on the website of Raltex (www.raltex.nl).

Article 39 Death benefit

The surviving dependants of an employee are entitled to a death benefit. This benefit, in the amount of the gross salary from the day after death up to and including the last day of the second month after that in which the employee died, will be paid in a lump sum. This benefit will be payable by the employer in so far it is not paid by a third party under any statutory provision.

LEAVE AND PAID ABSENCE

Article 40 Leave

3. Per calendar year, provided they have been employed at the employer during that year without interruption for the normal working week of 36 hours a week on average, full-time employees as referred to in Article 10 paragraph 1 subparagraph a. are entitled to 184 leave hours.

Per calendar year, provided they have been employed at the employer during that year without interruption for the normal working week of 37, 38, 39 or 40 hours a week, full-time employees as referred to in Article 10 paragraph 1 subparagraph b. are entitled to 188, 192, 196 or 200 leave hours, respectively.

2. Of the leave hours referred to in paragraph 1 of this article, in principle at least so many hours must be taken consecutively so as to comprise 3 free calendar weeks. At an employee's request, the employee can also take this number of hours in separate blocks of at least one free calendar week. The other leave hours must be taken with a minimum of a half day.
3. In case the employment has not yet lasted a full calendar year, as well as in the case employment in that calendar year has been for less than 36 hours a week on average, the employee's leave hours will be calculated proportionally.
4. The leave hours must always be taken so as to comprise half or whole free working days (days off).
5. The leave hours must be taken in consultation between the employer and employee with due observance of the following provisions:
 - a. The employer must decide on the employee's request to take leave hours within 2 working days. The employer must decide on a request from an employee to take more than 5 working days of leave within 10 days and in so far as this request relates to consecutive leave of three calendar weeks between 30 April and 1 October, must decide before 1 March.
 - b. The employer can decide differently on a request to take leave hours, if the employer can demonstrate that replacement of the employee in question would be necessary during the desired leave hours *and* would not be feasible.
 - c. The employer will not reject a request to take leave, if:
 - this request was made two months or more before the desired time to take leave, and rejection of the request would make it impossible for the employee to take the entire leave hours accrued in the calendar year in the same calendar year;
 - this request was made for religious or philosophical days, unless the employee had not complied with the employer's request to inform it of such leave.
 - d. The employer must confirm a rejection of a request to take leave hours immediately in writing.
 - e. If and in so far as an employee has failed to exercise the right to take the leave hours accrued during that calendar year, the employer can require the employee to take those leave hours before 1 May of the next calendar year. This requirement cannot be imposed if the employee has notified the employer in a timely manner that the leave hours not taken will be used for the possibility offered in paragraph 8 of this article to take six consecutive weeks of leave once every two years.
 - f. A legal action for granting leave will become time-barred through the passage of five years after the last day of the calendar year in which the right originated.

6. If a general factory leave or general factory leave day applies at a company, employees who would not be entitled to this leave pursuant to this article will nevertheless receive the salary that they would otherwise have earned in so far as they are not put to work during this leave or general leave day. In calculating this salary, no account is taken of overtime or short-time working, if any. Consequently, the employer will have the right to deduct the excess leave hours taken from the leave hours yet to be earned.
7. In principle, consecutive leave lasts at least 3 calendar weeks and must be taken between 30 April and 1 October. This can be departed from in mutual consultation between the employer and the employee.
 - a. An intended decision to set, change or withdraw a collective leave period requires consent from the works council. If no works council has been formed, the collective leave period will be set, changed or withdrawn in consultation with the employee representative body or the employees in a staff meeting.
 - b. The collective leave period must be set, changed or withdrawn before 1 March.
 - c. If an employee goes on holiday in the months of May or June, the employee will be given the leave hours to which he/she has is entitled up to that time in advance.
 - d. The employer can deduct any excess of leave hours taken from the leave hours to be acquired in the course of that year.
8. On the basis of the right to leave existing under paragraph 1 of this article, all employees will be offered the possibility to take six consecutive weeks of leave once every two years, in so far as the leave rights to which the employee is entitled at the time are sufficient to do so.
9. The employer must issue a leave card to the employee in the first month of the year. When leave hours are taken, the employee must have the leave hours taken noted down on this card by the employer. The employer must state on the leave card when it is issued the number of leave hours to which the employee is entitled.
10. An employee will not be entitled to accrue leave over the time during which he/she is not entitled to a salary determined in money because he/she does not perform the stipulated work, except in the following cases:
 - a. if the stipulated work cannot be performed because of sickness or an accident and the sickness or accident was not caused by the deliberate intent of the employee, unless the employee does not perform his/her work only part of the time, in which case the limitation will apply to days over and above the statutory minimum during a period of a half year at most;
 - b. if he/she, otherwise than for the first exercise and not for the purpose of entering military service or another government service as a profession, complies with an obligation imposed by law or an obligation he/she has entered into with respect to the government in relation to the defence of the country or to protect the public order;
 - c. if he/she takes leave as referred to in Article 40 paragraph 6;
 - d. if he/she was involuntarily unable to perform the stipulated work;
 - e. if a female employee cannot perform the stipulated work owing to pregnancy or giving birth.
11.
 - a. An employee cannot relinquish his/her entitlement to leave during the term of the employment contract in exchange for compensation.
 - b. An employee who is still entitled to leave at the end of the employment contract will be entitled to payment in money of an amount of the salary for a period corresponding to the entitlement.
 - c. Excess leave hours taken will always be deducted in the manner as referred to in subparagraph b. at the end of the employment contract.

- d. The employer will not be entitled to decide against the employee's will that the notice period or part of it must be taken as leave.
- e. The employer must issue a statement to the employee showing for which time period he/she can still claim leave at the end of the employment contract.

Article 41 Additional free leave hours for older and young employees

1. The employee will be granted additional leave hours according to the table below:

| Length of employment at employer | Number of additional leave hours |
|---|---|
| 25 years or longer | 16 |
| 35 years or longer | 24 |

2. The employee will be granted additional leave hours according to the table below:

| Employee's age | Number of additional leave hours |
|-----------------------|---|
| 50 to 52 years | 16 |
| 53 to 54 years | 24 |
| 55 to 56 years | 32 |
| 57 to 58 years | 40 |
| 59 to 60 years | 48 |
| 61 to 64 years | 56 |

As of 1 July 2017:

| Employee's age | Number of additional leave hours |
|-----------------------|---|
| 51 to 53 years | 16 |
| 54 to 55 years | 24 |
| 56 to 57 years | 32 |
| 58 to 59 years | 40 |
| 60 to 61 years | 48 |
| 62 to 66 years | 56 |

Employees who already make use of the scheme will retain their rights.

3. If an employee has a right to additional leave on the basis of both paragraph 1 and paragraph 2 of this article, the most favourable scheme will apply to him/her.
4. In departure from the provisions of Article 40 paragraph 1, the right to the additional leave hours referred to in paragraph 1 and paragraph 2 of this article will arise in the first full week of the calendar month following on that in which the number of full years has been reached according to one of the above-mentioned schemes. If an employee leaves employment within a year after this right arises, an correction will be made to the number of additional leave hours.

Example. An employee who reaches the age of 50 on 15 October 2009. This employee will have a right to 16 additional leave hours from the first full week of November 2009. If this employee leaves employment on 30 April 2010, this right will apply pro rata (6 / 12 months x 16 hours) and a correction will be made to the 16 additional leave hours. These rights will apply pro rata to part-time employees.

5. An employee who has not yet reached the age of 19 on 1 May of the calendar year in which the leave falls will be entitled to 24 additional leave hours and, per calendar year, provided he has worked 36 hours a week without interruption during that year, will be entitled to 208 leave hours. The provisions of Article 40 paragraphs 1 and 3 will apply mutatis mutandis.
6. Juvenile employees will retain their right to leave during the time they spend on taking education as subject to part-time compulsory education. During this time, however - therefore also during the leave calculated on it - the juvenile employees will not, be entitled to salary.

Article 42 Leave in the event of occupational disability

1. During absence due to occupational disability, an employee will maintain the right to leave.
2. If an employee gets sick during the consecutive leave and he/she can submit a statement from the doctor who treated him/her at the leave address that the employee is not occupationally disabled, he/she can claim leave at a later time.
3. The employer and employee will set the time in consultation with each other at which the leave referred to in paragraphs 1 and 2 of this article can still be taken
4. The entitlement to leave referred to in Article 40 paragraph 10 subparagraph a. will be acquired over a period of a half year at most.

Explanation: The limitation of the entitlement to accrue leave in the event of occupational disability to a time of a half year at most applies only to the days' holiday over and above the statutory minimum. Consequently, the accrual of statutory days' holiday in the event of occupational disability will not be limited. Statutory days' holiday means the number of days equal to 4x the number of hours worked per week.

Article 43 Unpaid leave

1. At the employee's request, these additional days off can be taken - without retention of salary - up to a maximum of 72 hours per calendar year. This applies pro rata to part-time employees. These days can be taken, without retention of salary, if:
 - a. the request was made to the employer at least 4 weeks before;
 - b. and in so far as, in the employer's opinion, business circumstances allow this on the desired date or dates.

Article 44 Parental leave

If an employee takes parental leave in accordance with the statutory provisions, this will not have consequences for pension accrual. The premium payment will be continued on the basis of the income and division of premium as they applied immediately prior to the parental leave.

Article 45 Pension accrual during statutory short-time care leave

If the employee takes short-time care leave in accordance with the statutory provisions, this will not have consequences for pension accrual. The premium payment will be continued on

the basis of the income and division of premium as they applied immediately prior to the short-time care leave.

Article 46 Paid absence

In the cases mentioned below, the employee will be entitled to absence with retention of salary during the time set for each case, unless the absence is not necessary because the event in question took place elsewhere and/or without the employee being present, and provided he/she reported the absence, as far as possible two days in advance, while submitting any evidence of the absence:

In this article, statutory registered partnership is equated with marriage.

Table Paid absence

| | | |
|---|---|---|
| A | On the death of the life partner, parents (in-law), children (also foster or adopted children). | From the day of death up to and including the day of cremation or burial. |
| B | On the death of grandparents, brother, sister or grandchild of the employee or the employee's life partner. | 2 days. |
| C | On the employee giving official notice of his/her marriage. | 1 day. |
| D | On the marriage of the employee. | 2 days. |
| E | On the marriage of a parent, child (or foster, adopted or stepchild), grandchild, brother or sister of the employee or of the life partner*. | 1 day. |
| F | When the life partner gives birth. | 2 days. As of January 1, 2019, equivalent to the weekly working time. |
| G | On the 25 th , 40 th , 50 th and 60 th wedding anniversary of the employee, his or her parents, parents-in-law or grandparents. | 1 day. |
| H | On the 25-, 40- and 50-year service anniversary of the employee. | 1 day. |
| I | On the priestly ordination of a son or on the Profession of Faith by a child (also a foster, adopted or stepchild). | 1 day. |
| J | If the employee is prevented from performing his/her work for a short | During a period of time to be determined in all fairness by the employer, |

| | | |
|---|--|--|
| | time as a result of the fulfilment of a personal obligation imposed without him/her being at fault by or pursuant to the law, provided the employee cannot fulfil it in his her free time and subject to deduction of the payment the employee could have received from third parties. | however up to a maximum of two days. |
| K | For a visit to the doctor, dentist or specialist. | The time needed for this, if the visit cannot take place in the employee's free time and in so far as the employee would not be able to enforce a claim against third parties for compensation of the lost income. |
| L | When the employee moves house, subject to a maximum of once per calendar year. | 1 day. |

* Life partner: husband/wife or partner with whom a person lives together in a cohabitation form equated with marriage.

Explanation:

It goes without saying that short leave cannot be claimed with retention of salary if the event takes place on a day that the employee already had off anyway. The absence is paid, not the cause.

TRAVEL EXPENSES SCHEME

Article 47 Travel expenses scheme

A travel expenses scheme was introduced on 1 January 2011. From this date, the employer has given employees commuting allowances with due observance of the following:

- a. The amount of the allowance on 1 June 2015 was €0.12 per kilometre with a minimum travelling distance of 5 kilometres and maximum travelling distance of 30 kilometres, single trip per day worked
 - on 1 July 2016 the allowance was increased to €0.13 per kilometre.
 - on 1 December 2017 the allowance will be increased to €0.14 per kilometre
 - The amount of the allowance on 1 July 2018 is €0.14 per kilometre with a minimum travel distance of 5 kilometres and a maximum travel distance of 40 kilometres single trip per day worked.
- b. An allowance for a travelling distance of more than 40 kilometres single trip will be the same as for 40 kilometres.
- c. The single trip and trip back are calculated according to the ANWB route planner, shortest route (postcode residential address, postcode workplace).
- d. If transport is arranged by or on behalf of the employer, no allowance will apply in the sense of this travel allowance.

- e. If the travelling distance increases when the employee moves house on his/her own initiative, permission from the employer will be required for a higher allowance.
- f. If a travel expenses scheme exists at company level that is more favourable to the employee than the scheme under the Collective Agreement, the company-level scheme will apply.
- g. Payment of the travel allowance will be made subject to the rules set on this by the tax legislation. This means that the travel allowances are paid net or gross, depending on those rules.
- h. The deduction from taxes of travel expenses not received will be made possible on a voluntary basis, subject to the use of a model contract and implementation regulations approved by Raltex.

CONSULTATION STRUCTURES

Article 48 Company-level Consultations / employment security

1. The employer considers employment an important part of the social policy to be pursued. It will strive for as much continuity as possible of the company and with that of employment.
2. The employer will inform the de employee organisations, at their request, at least once a year about the general course of affairs in the company. In doing so, especially developments in relation to employment in the company will be up for discussion.
3. Employment security (merger, restructuring and closure)
An employer that conducts discussions on merger, or has the intention of closing all or part of the company and/or to radically reorganise the employees, or has other plans that will have a major adverse effect on the employment and/or the financial position of the persons employed at the company must inform the employers' associations and trade unions to that effect. The employer will strive to prevent forced dismissals as much as possible

Together with the employers' associations and trade unions, as soon as this is necessary, attention will be paid to:
 - The time at which the works council or employee representative body or the employee delegation will be notified to give advice;
 - The time at and way in which all employees will be informed;
 - The question if and to what extent provisions can be made that will prevent, remove or reduce any adverse consequences for the employees as much as possible.
4. The individual employers undertake towards the employee associations in the event of preparation and implementing mergers, to adhere to the provisions of the SER Resolution concerning the Merger Code.
5. In case implementation of the plans referred to in paragraph 3 of this article leads to reduction in the number of jobs, as well as in the event of a merger, after consulting with the works council and the employee associations, the plans will be implemented, whereby the aim will be first and foremost that forced dismissal must be prevented as much as possible.
6. In the situation referred to in paragraph 4, the employer will attempt to safeguard the continuity of the employment relationship as much as possible by offering substitute employment within the company or the group. The employee must cooperate with this in all reasonableness.
7. If the plans referred to in paragraph 3 are implemented - with or without forced dismissals - the employer, in consultation with the employee associations and employers' association, will prepare a redundancy plan, in which the interests of the employees that should particularly be taken into account will be indicated and which provisions can be made in connection with them.
8. Before formulating a final contract and awarding it to a management consultancy, intended to change the structure and size of the organisation, the employer must give the works council the opportunity to give advice on this and inform the employee associations, unless serious company interests oppose this.

9. The employer will examine in consultation with the works council or employee representative body the extent to which the employment of vulnerable groups such as juveniles and women can be actively facilitated. A resolution to adopt, change or withdraw such policy will require the consent of the works council.
10. When vacancies arise, employees in the company concerned will preferably be given the opportunity to apply for them, without prejudice to the possibility to recruit from outside the company.
11. The employer must register all vacancies relevant to this to the work placement branch of the employee insurance agency (UWV WERKbedrijf) and deregister them after they are filled or cancelled.
12. The employer will use temporary workers only when there is an unavoidable peak formation in the work, an undesired sudden pile of work as a result of sick employees, leave or temporary vacancies, and temporarily in case of a transitional phase in reorganisation and restructuring of the company. The temporary workers will be paid in conformity with this Collective Agreement.
13. **Safety, health, environment.**
The employer, taking account of provisions of the Working Conditions Act that have entered into effect, will devote the best care to the safety of the employees and the measures to prevent injury to the body and damage to the property of employees, in so far as this injury or damage is the direct or indirect result of the work in the company, in particular in connection with the composition of the raw and other materials used. In connection with this, the employer must always inform all employees in good time beforehand of the nature of possible risks and the possibility, or lack of possibility to curb them, and for whom any conceivable risk is present. Employees must observe their own safety and that of their co-employees to the best of their ability, follow the rules given by the employer and use the prescribed safety devices.
14. At the time an employer submits an application to obtain a subsidy for improvement of jobs, the parties of the second part must be notified of this at the same time, particularly the trade union executives in question.

Article 49 Sector-level consultations

Twice a year, sector-level consultations must be held on the developments in the sector, particularly on employment. In order to hold these consultations, conducted in Raltex, in the most optimal manner possible, employers intend to provide information which is necessary in the opinion of the parties to make said developments discussible (and to make agreements relating to quantitative and/or qualitative aspects of useful employment).

FOUNDATIONS AND FUNDS

Article 50 Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms (Raltex)

1. There is a Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms (hereinafter referred to as Raltex, Reitseplein 1, Postbus 4076, 5004 JB Tilburg).
2. The articles and regulations of Raltex form part of the Collective Agreement.
3. Raltex' object is to promote good social relationships in the sector, particularly by managing the implementation and application of this Collective Agreement.
4. Raltex attempts to achieve this object by carrying out activities for the purpose of:
 - a. supporting and implementing the joint consultations, not being Collective Agreement consultations, in the linen rental, laundry and textile cleaning sector (hereinafter referred to as: sector);
 - b. providing education and information on provisions of the Collective Agreement;
 - c. promoting compliance with the terms and conditions of employment in the sector and in this context, in accordance with the procedures included in Appendix 2 and Appendix 6 to the Collective Agreement, giving advice on and settling disputes over the application of the Collective Agreement or the job classification and, in accordance with the Regulations included Article 57 of the Collective Agreement in conjunction with Appendix 7, handling and investigating complaints relating to systematic non-compliance with the provisions of this Collective Agreement and imposing sanctions on that basis, as well as carrying out checks in accordance with Appendix 4 of the Collective Agreement by the Raltex Board in case of a well-founded suspicion of non-compliance with the Collective Agreement and imposing sanctions on that basis;
 - d. pursuant to Article 56 of the Collective Agreement and in accordance with the complaints procedure included in Appendix 8 to the Collective Agreement, handling and investigating complaints relating to undesired behaviour in the linen rental, laundry and textile cleaning sector (hereinafter referred to as: sector);
 - e. conducting and publishing studies of the experience and application of terms and conditions of employment in the sector and (comparative) studies of terms and conditions of employment applicable in other sectors;
 - f. conducting and publishing research into the consequences of agreements made by the parties to the Collective Agreement consultations;
 - g. conducting and publishing studies in relation to the financing and subsidising of activities for improvement or promotion of:
 1. the working conditions in the sector;
 2. the functioning of participation consultations and bodies in the company;
 3. evaluation of the jobs in the sector;
 4. the division of care duties;
 5. the position of women in the sector;
 6. older people policy in the sector.
 - h. financing and subsidising the management and activities referred to in Article 51 of the Collective Agreement of the Training and Development Fund Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms (T&D Fund);
 - i. deleted
 - j. adopting further schemes or different terms and conditions pursuant to Article 58 of the Collective Agreement;

- k. financing trade union leave in accordance with Article 55 paragraph 1 of the Collective Agreement;
 - l. deleted
 - m. collecting the contribution (or having it collected) payable to Raltex for the financing of the above-mentioned activities.
 - n. supervising and coordinating the management activities of the:
 - Voluntary Retirement Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms (VUW);
 - Training and Development Fund Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms (T&D Fund);
5. In the event of any disputes over the interpretation and application of the provisions of this Collective Agreement, each of the contracting parties will be entitled to ask Raltex to give a decision on the dispute. The contracting parties undertake to consider this decision of Raltex binding on them and to conduct themselves in accordance with such a binding decision. The binding decision procedure is included in Appendix 6 and forms part of this Collective Agreement.
6. Individual disputes between an employer and an employee must, however, be settled by the ordinary court designated by law to that effect, unless, after the dispute arises, both individual parties request Raltex in writing to give a binding decision on the relevant individual conflict, in which case both individual parties will of course be bound by this binding decision. A request for such a decision and/or the decision can never prevent taking the dispute to court.

Article 51 Training and Development Fund Foundation for Linen Rental and Laundry Firms and Textile cleaning Firms (T&D Fund)

1. There is a Training and Development Fund Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms (hereinafter referred to as: T&D Fund), c/o Reitseplein 1, Postbus 4076, 5004 JB Tilburg. The T&D Fund has the object of developing, promoting and financing sector-related training courses.
2. The articles (Appendix 9), the benefit regulations (Appendix 10) and the internal regulations (Appendix 11) van the T&D form part of the Collective Agreement.
3. The T&D Fund has the object of promoting the training of employees in the sector in order to effect or increase the knowledge and/or skills of the employees necessary to perform present and/or future jobs in the sector.
4. The T&D Fund attempts to achieve this object by fully or partially financing the costs arising from the following activities:
 - a. the development and updating of the training and courses aimed at
 - increasing the technical knowledge and in connection with this the required general social knowledge;
 - improvement of Dutch language proficiency and in the workplace.
 - b. providing the training and courses referred to under a. or having them provided, under the conditions and further specification as included in the regulations;
 - c. the promotion of participation in training and courses recognised by the T&D Fund under the conditions and further specification as included in the regulations;
 - d. gathering and providing information on government subsidy schemes.
5. Employees are entitled to training aimed at maintaining professional competence.

6. Employees are entitled to at least one performance interview per year, in which it is determined for which courses the employee is eligible.
Courses offered from the T&D Fund or other courses aimed at maintaining professional competence are in principle given during working hours at the employer's expense.
7. If disputes arise over this, the employee can appeal to the works council, or if there is no works council, to Raltex.

Article 52 Financing of sectoral bodies

1. The employer must pay a contribution for the activities of Raltex and the T&D Fund.
2. The contribution is 0.24% of the contribution base.
3. The amount of the contribution is a percentage of the contribution base to be determined for each year by the Board.
4. Contribution base: the sum of all salaries obliged to contribute in the employer's company.
5. Salary obliged to contribute: the gross annual salary, plus the holiday allowance and structural year-end bonus, but with the exception of bonuses, profit-sharing bonus, overtime allowance and other emoluments to be indicated in more detail by the employer, up to the maximum to be determined annually by the Board of Raltex.
6. The contribution will be collected by or on behalf of Raltex.
7. The term of this article is until 1 July 2021.

Article 53 Pension Fund

For the linen rental and laundry firm and textile cleaning firm sector, there is a pension fund named: stichting bedrijfstakpensioenfonds mode, interieur-, tapijt- en textielindustrie (industrial pension fund for the fashion, interior, carpeting and textile industry). The rights arising from this fund are set out in the Articles and the Pension Regulations. Both the employer and employees are obliged to participate in this Industrial Pension Fund and comply with the Articles and Pension Regulations of this Industrial Pension Fund. Said pension scheme is not applicable to holiday workers and trainees.

Article 54 Deleted

OTHER PROVISIONS

Article 55 Trade Union facilities

1. If the employee has been designated as an official delegate for a meeting of the employees' organisation, the employer will allow him paid absence up to a maximum of 5 days per calendar year, in so far as company circumstances allow this.

A limitation applies to the 6th to 8th day of trade union leave that the employer only has to allow it for 1 person per (branch of a) company at the same time. Loss of income as a result of trade union leave taken from the 6th to 8th day will be at the expense of Raltex.

The aforementioned days can also be used for training and education.

For group activities of the employees' organisation agreements can be made at group level.

2. If the employee has been designated as an official delegate of an employees' organisation for participation in negotiations for this Collective Agreement, over and above the paid absence referred to above, the employer will allow him paid absence for the time needed for this.
3. Under Article 43, if the paid absence referred to in paragraph 1 has already been granted to the employee, the employee can take unpaid leave for trade union activities subject to a maximum of 10 working days per calendar year, in so far as company circumstances allow this.

Article 56 Banning undesired behaviour from the workplace

1. The parties recognise the right of each employee to respect for privacy and physical integrity. In their behaviour towards one another, the employer and employee, in their behaviour towards each other, as well as the employees amongst themselves, must respect this right and also act in accordance with the rules of morality and decency. In this context, undesired behaviour within the employment relationship, such as sexual harassment and discrimination on the basis of race, skin colour, religion and sexual preference, bullying, aggression and violence cannot be allowed, and such behaviour can result in sanctions for those who are guilty of it.
2. In this context, the complaints procedure in Appendix 8 applies, which forms part of this Collective Agreement.

Article 57 Complaints procedure for systematic non-compliance with the provisions of the Collective Agreement

1. There is a complaints procedure for systematic non-compliance with the provisions of the Collective Agreement.
2. This complaints procedure is included in Appendix 7 and forms part of this Collective Agreement.
3. The parties to the Collective Agreement delegate their right to bring an action for damages as referred to in Section 3 of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act (*Wet AVV*) en Section 15 of the Collective Agreements Act (*Wet CAO*) to the Board of Raltex with due observance of the following provisions.
4. The Board of Raltex will exercise the right referred to in paragraph 3 only after it has informed the parties of its intention to do so. In this regard, the Board of Raltex will give each of the parties the opportunity to state within a period of 14 days whether they want to exercise the right themselves to claim damages from the employer in question.
5. If one or more parties decide to bring a claim independently, they must inform Raltex of this, through which the delegation as referred to in paragraph 3 will lapse with respect to the claim in question.

Article 58 Different terms and conditions

Should further schemes or different terms and conditions of employment be desired for certain companies, these companies can request Raltex to adopt such schemes.

Such a request must in any case state the provision(s) for which different terms and conditions of employment are requested, as well as a line of argumentation why the term/condition has been fulfilled.

Raltex will apply the following criteria in assessing the request:

- if there are (temporary) special circumstances, other than those customary in the sector, on the basis of which the requesting party cannot reasonably be required to apply the Collective Agreement (or provisions thereof) fully;
- is there a different scheme of employment terms and conditions at least equivalent to this Collective Agreement (or provisions thereof) that was drafted together with a trade union involved in this Collective Agreement.

Raltex will take a decision within twelve weeks at the latest after receipt of a request for a decision. This period can possibly be extended by twelve weeks, if Raltex is of the opinion that further information is necessary, or as much longer as is reasonably necessary to gather this additional information.

The decision on the request will be communicated to the requesting party in writing, stating the reasons.

Artikel 58a Further working conditions for participation in the modernization pilot

In case Raltex, at the request of the employer, with due observance of the provisions as described in the memorandum of May 7, 2018 (appendix 13 of this CAO), establishes further conditions of employment for the benefit of the enterprise maintained by this employer, these terms of employment will apply for the duration of the relevant pilot as Collective Labour Agreement (CAO), with the exclusion of the relevant Collective Labour Agreement provisions as they applied prior to the entry into force of the pilot. After expiry of the pilot, the employee is (again) fully entitled to claim the terms and conditions that would have applied if the pilot had not taken place.

Article 59 Interim changes

If, however, interim changes should occur in the socio-economic situation or socio-economic legislation, which could not be foreseen when the agreement was entered into, or were not included in the considerations, which thwart the starting points with respect to the wages and working hours, the parties will consult with one another about an amendment - possibly in the interim - to the agreement.

Article 60 Payment by Raltex

Via Raltex a sum of €110,000 per annum is available to the employers' organisations (FTN / Netex) for the term of the Collective Agreement. A sum of van €110,000 per annum is also available to the trade unions (FNV / CNV) for the term of the Collective Agreement. The division between the parties is set at 5/6 (FTN and FNV) and 1/6 (Netex and CNV). These sums will be used to carry out sectoral activities as included in Article 50 paragraph 4 of the Collective Agreement.

Article 61 Term

This agreement is entered into for the period from 1 January 2018 to 30 June 2020 inclusive. The following fund provisions (articles and appendices) were agreed for the period from 1 January 2018 to 30 June 2021 inclusive: Article 1, Article 50 except for paragraph 5, Article 51, Article 52, Article 56 paragraph 2, Article 57, Article 58, Appendix 2 Job Evaluation Appeal Procedure, Appendix 4, Articles of the Raltex Foundation, Appendix 5, Regulations of the Raltex Foundation, Appendix 6 Regulations on the Binding Decision Procedure, Appendix 7 Regulations of the complaints procedure for systematic non-compliance with the provisions of the Collective Agreement, Appendix 8, Complaints procedure for the prevention and combating of undesired behaviour, Appendix 9 Articles of the T&D Fund Foundation, Appendix 10 Payment Regulations of the T&D Fund Foundation, Appendix 11 Internal Regulations of the T&D Fund Foundation, Appendix 12 Monitoring Regulations of the Raltex Board, Appendix 13 Note Raltex Modernization (7 May 2018).

APPENDIX 1

Job Classification

The jobs marked with an * are production jobs.

Pay grade I

Employees can be classified in this pay grade during the first six months of their employment

Pay grade II

| | |
|---|---|
| Sorter/hanger* | Hanging and sorting cleaned clothing. |
| Hot box operator* | Drying of (polyester/cotton) articles by using a hot box. |
| Popper/topper* | Removing creases in clothing by using a device. |
| Stain remover* | Removal of stains from clothing to be cleaned and cleaned clothing. |
| Wringer (unloading side)* | Folding, unloading and sorting of small and/or large wrung out laundry. |
| Presser* | Pressing all types of clothing (also special goods). |
| Folder* | Folding of washed articles according to instructions. |
| Wringer (loading side)* | Wringing out small and/or large laundry. |
| Warehouse worker* | Taking delivery, storage and making articles to be rented ready for delivery. |
| Large article packer* | Packing clean laundry (large articles). |
| Clean goods sorter* | Sorting clean articles for finishing. |
| Packer (small articles/ personal articles)* | Packing and on customer level Making personal laundry and other small items ready for dispatch. |
| Checker/folder; packager/steriliser of OR linens* | Checking, functional folding and making packages of OR linens ready. |
| Clothing repairer laundries * | Repairing defects and damage to laundry. |
| Cleanroom worker* | Drying, folding and packaging of cleanroom clothing according to cleanroom standards. |
| Trouser presser* | Pressing of trousers. |
| Tumbler dryer/folder* | Drying and folding washed articles according to instructions. |

Pay grade III

| | |
|--|---|
| Canteen manager | Managing the canteen and serving drinks and snacks. |
| Packager and steriliser of OR linens/autoclave operator* | Making packages of OR linens ready and sterilising OR packages by using an autoclave. |
| Suède section worker (spraying)* | Performing finishing work on cleaned leather clothing. |

| | |
|---|---|
| Repair/Alterations worker* | Repairing and altering clothing. |
| Dirty wash sorter (bulk)* | Sorting dirty laundry (bulk). |
| Universal presser* | Assessing clothing presented for the processing to be performed and making up all types of cleaned articles of clothing. |
| Autoclave operator* | Sterilising OK packets by using an autoclave |
| Presser/folder* | Pressing and folding shirts, jackets, trousers and suchlike. |
| Dirty wash sorter (small articles and personal articles)* | Sorting and marking dirty laundry (small articles and personal articles)* |
| Shop assistant | Providing for the receipt and issue of goods in the shop and finishing cleaned clothing as part of the production process. |
| Universal stain remover* | Localising, assessing and identifying all types of stains in clothing cleaned and to be cleaned, and in clothing that has already been treated by stain removers; the removal of these stains, possibly by using self-made stain removing agents. |
| Wet washer (coloured/white)* | Washing coloured and white laundry. |
| Chemical cleaner* | Cleaning laundry primarily by chemical dry cleaning, but as far as possible also by wet wash treatment. |
| Clerical assistant | Processing company information and typing documents in the Dutch language. |

Pay grade IV

| | |
|-------------------------------------|--|
| Washer (conveyor)* | Operation and monitoring of the course of the automatic washing process. |
| Universal chemical | Operation and monitoring of the course of the (automatic) cleaning process and localising and solving all problems occurring in it. |
| Switchboard operator/receptionist | Speaking to visitors in a correct and fluent manner and making telephone connections. |
| Delivery van driver | Transporting laundry with a delivery van. |
| Working foreman | Ensuring optimum production progress by managing and helping to perform work, particularly in the finishing and/or packaging department. |
| Accounts receivable assistant | Checking invoices and coding cash, bank and giro documents. |
| Apprentice mechanic | Assisting in putting and keeping production resources and (facilities in) buildings in good condition in the field of mechanics. |
| Sterile medical devices A assistant | Cleaning and disinfecting medical devices, assembling and checking the sterilisation process of nets, logistic work, accounting for administrative work. |

Pay grade V

| | |
|--|---|
| Lorry driver | Providing for transports of roll containers and mobile cupboards loaded with laundry and mobile with a lorry. |
| Working foreman | Ensuring an optimum production progress by managing and controlling the washing process and supervising and helping to perform the sorting work. |
| General secretarial administrative assistant | Performing various administrative and supporting secretarial work. |
| Lorry driver/ | Transporting laundry with a lorry and performing service work at customers arising from the rental of linens and auxiliary equipment. |
| Customer assistant | Management and administration of customer information for the purpose of correct invoicing and transport finishing of laundry. |
| Customer manager | Monitoring and optimising the operational activities for the rental of articles to customers |
| Sterile medical devices B assistant | As the sterile medical devices A assistant plus operations management process in the absence of the team leader; safeguarding/promoting internal quality. |
| Administrative assistant (Central Sterilisation Service) | Providing administrative secretarial support and providing for the provision of information in the department. |

N.B. All jobs are included in the "male" form but indicate both male and female employees.

APPENDIX 2

Job Evaluation Appeal Procedure

1. Each employee will be informed in writing by the management of the branch or company where he is employed of the job to which he has been appointed, of the job description applicable to him and the job category in which the job is classified.
If there is no appropriate model job in the Handbook for an employee's job, the employer will classify the actual job by comparing it with the most appropriate possible model jobs.
An employee will be informed in writing of which model job has been chosen and on what basis the employee's job is classified the same as, or higher or lower than the model job.
2. If an employee objects to his job description or classification or is of the opinion that his job has been changed and objects on that basis to his classification, he should strive for a solution of the objection in the normal way within the branch or company (immediate superior, next highest superior, the management or its authorised person(s)).
If no job description applies to an employee, an initial description (in consultation with the person concerned), analysis and evaluation will be made of the job.
3. If no satisfactory solution is obtained by the way indicated under 2 within two months, the employee
 - who is a member of an employees' organisation can present his objection to that employees' organisation. The expert of the employees' organisation will investigate the objection and, together with an expert requested by the employer, will give a decision on the objection.
 - who is not a member of an employees' organisation can present the objection to the management. After consulting with an external expert, the management will give a decision on the objection.
4. The decision of the experts will be binding by consensus. This is on condition that both parties explicitly stated beforehand that they agreed to a binding decision. Should the experts consulted not reach consensus, the job description or classification of the member of staff in question will be presented to Raltex.

APPENDIX 3

Protocol to the Collective Agreement for the Textile Care Sector Industry

Further elaboration of the protocols (including determination of the time frame and appointment of working groups) will take place via Raltex.

Sustainable employability

The parties to the Collective Agreement will promote the sustainable employment of persons with permanent employment contracts for a short and longer time by working out a set of initiatives to improve employability, training and development and labour mobility of employees.

Occupational health and safety and Hazard Identification & Risk Assessment (HIRA)

The current occupational health and safety catalogue and sector-specific HIRAs will be updated on the instructions of the parties to the Collective Agreement. The updated HIRA will be introduced to the employees by a publicity campaign. At the same time the campaign will be aimed at intensifying the attention paid by both employers and employees to good working conditions. The decision-making on this will take place within Raltex.

Modernisation

The parties agree to arrive at specific agreements on company level during this Collective Agreement period on a clear modernisation and flexibilisation of the Collective Agreement for the Textile Care Industry. To this end, the preconditions will be set out in concrete terms on the basis of further study, which will include flexibility, work schedules, day working hours (without overtime pay) and a budget neutral settlement of allowances. The income of the present employees will not decrease. External experts will be engaged for this. Approximately three companies that have a works council/employee representative body will run an administrative (shadow) trial, aimed at working out working hours scheduling (bottleneck test). The parties will make these agreements by 1 July 2017 and set these agreements out in a new Collective Agreement, in which this will be described in more detail in a specific, coherent text (so-called A and B parts). The decision-making will take place within Raltex.

Monitoring body

The social partners will establish a committee before 1 July 2016. This committee will work out at least one recommendation on the basis of the proposals contributed by the parties for a pragmatic and effective approach, working method and formation of the monitoring body on the basis of the documents contributed by the parties.

The committee will be composed of two members on behalf of the employees and two members on behalf of the employers. The parties will jointly appoint a third member as chairman. The committee will be supported by one or more external organisational, legal and/or investigating expert who will be responsible for the elaboration. Decision-making will take place in the context of Raltex by 1 July 2017 at the latest. A pilot scheme will be organised before 1 January 2017 and the pilot scheme will be implemented in the first quarter of 2017.

(Apprentice) Sterile devices workers

The parties agree in the coming Collective Bargaining period to conduct further research into an appropriate allowance for sterilisation workers that is in proportion to similar work performed outside the scope of application of the Textile Care Industry. A structural solution will be brought about on this basis by 1 January 2017 at the latest.

Protocol agreement on the 3rd year on unemployment benefit

The parties agree, taking the agreements in the social accord into consideration and taking account of the relevant correspondence, that they will make agreements on remedying the public law unemployment benefit by way of the private supplementation of the unemployment benefit and the duration of the salary-related benefit under the Return to Work (Partially Disabled Persons) Act (WGA) in connection with

agreements on prevention of unemployment, if there is consensus on the central level on a uniform scheme and implementation body on national level. The premiums for the private part will be payable by the employee.

The parties implement the protocol agreement regarding the repair of the Public Unemployment Benefit (WW) through private supplementation of the unemployment benefit scheme and the duration of the benefit of the wage-related Act on Resumption of Work for Partially Disabled Persons (WGA) in connection with agreements on the prevention of unemployment, through affiliation with the Foundation Private supplementation WW & WGA (Stichting Private Aanvulling WW; SPAWW).

Protocol agreement test Article 8 paragraph 8 Collective Agreement for the Textile Care Industry

The parties to the Collective Agreement assert that the current Collective Agreement for the Textile Care Industry is/should be equivalent where it relates to the use of temporary workers in comparison with employees with fixed -term contracts or contracts for an indefinite time. The parties agree to study this in more detail and possibly adjust it, so that Article 8 paragraph 8 of the Collective Agreement can be deleted. The parties will consult about this with the national employers' and employees' representatives in the Labour Foundation (STAR), and include the amended statutory framework and guidelines as well.

APPENDIX 3A

STATUTORY FORMS OF LEAVE

| Type of leave | Explanation |
|-----------------------------------|--|
| Maternity leave | Paid leave for a female employee from 6 to 4 weeks before the calculated delivery date. The employee will be entitled to at least 10 weeks' leave after childbirth. The leave before and after childbirth together must be at least 16 weeks. |
| Paternity leave | Right to 2 days' paid paternity leave for the husband or partner of the mother of a new-born baby. As of January 1, 2019, the spouse or partner of the mother of a new-born baby is entitled to be paid maternity leave, equivalent to the weekly working time. In case of at-home delivery, the paternity leave must be taken within 4 weeks after the birth. In case of delivery in hospital, the leave must be taken within 4 weeks after the baby comes home from the hospital. |
| Parental leave | Right to unpaid leave for 26 weeks, divided across 12 months, to work less temporarily in order to spend more time on children up to 8 years of age. |
| Adoption leave or fostering leave | Right to take 4 weeks at most of leave, consecutively in 1 period, on adopting a child or fostering a child in the family. During the leave an employee will receive a benefit under the Work and Care Act (<i>Wazo</i>), which must be applied for to the Employee Insurance Agency (UWV). |
| Short-term care leave | Right to a few days' leave to care for children, including foster or adopted children, the partner, parents, grandparents, grandchildren, brothers/sisters or other household members or acquaintances who are dependent on the employee's help. Per year an employee may take no more than twice the number of hours work per week as short-term care leave. During the short-term care leave, the employer must continue paying at least 70% of the salary, but at least the minimum wage. |
| Long-term care leave | Right to a longer time of unpaid leave to care for someone in the surroundings who is sick or in need of assistance. Per year an employee may take no more than 6x the number of hours worked per week as care leave, or for a consecutive period of 12 weeks at most, half the number of hours worked per week. In consultation with the employer, the leave may be divided across 18 weeks at most. The number of hours a week may be arranged differently as well in consultation with the employer. The employer does not have to continue paying the salary during the leave. |
| Emergency leave | Paid leave for personal problems an employee must solve immediately. Emergency leave can be taken only for the first time the personal problems are dealt with, for example if a sick child must be picked up from school or to arrange a plumber to fix a burst water pipe. |

Important: the explanation of the types of leave is an outline explanation! For more information, for example about the time at which these types of leave must be applied for or about the circumstances under which the employer can refuse leave, please refer to the full scheme. This can be found on www.rijksoverheid.nl/onderwerpen/verlof-en-vakantie.

ARTICLES OF THE FOUNDATION COUNCIL FOR LABOUR RELATIONS IN LINEN RENTAL AND LAUNDRY FIRMS AND TEXTILE CLEANING FIRMS

Article 1

Name, registered office, duration

The Foundation is named Foundation Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms, hereinafter referred to as Raltex. Raltex has been established for an indefinite time and has its registered office in Tilburg.

Article 2

Object

1. The object of Raltex is to promote good social relations the sector, particularly by having activities financed and subsidised fully or partially that are aimed at the optimum functioning of the branches of industry coming under the provisions of the Collective Agreement for the Textile Care Industry (hereinafter referred to as Collective Agreement) in a socio-economic respect.
2. Raltex attempts to achieve this object by:
 - a. supporting and implementing the joint consultations, not being collective agreement consultations, in the textile care sector (hereinafter referred to as: sector);
 - b. providing information on provisions of the Collective Agreement;
 - c. promoting compliance with the terms and conditions of employment in the sector and in this context, in accordance with the procedures included in Appendix 2 and Appendix 6 of the Collective Agreement, give advice and settling disputes relating to the application of the Collective Agreement or the job classification; also, in accordance with the regulations included in Article 57 of the Collective Agreement in conjunction with Appendix 7, handling and investigating complaints relating to systematic failure to comply with the provisions of this Collective Agreement and imposing sanctions on that basis, as well as having the Board of Raltex conduct inspections in accordance with Appendix 12 of the Collective Agreement in the event of a well-founded suspicion of non-compliance with the Collective Agreement and imposing sanctions on that basis;
 - d. under Article 56 of the Collective Agreement and in accordance with the complaints procedure included in Appendix 8 to the Collective Agreement, handling and investigating complaints relating to undesired behaviour in the textile care sector (hereinafter referred to as: sector);
 - e. conducting and publishing research into the experience and application of terms and conditions of employment in the sector and conducting comparative research into the employment terms and conditions applicable in other sectors.
 - f. conducting and publishing research into the consequences of the agreements made by the parties to the Collective Agreement;
 - g. conducting and publishing research in the field of and/or the financing and subsidising of activities to improve or promote:
 1. the working conditions in the sector;
 2. the functioning of participation consultations and bodies in the company;
 3. evaluation of the jobs in the sector;
 4. the division of care duties;
 5. the position of women in the sector;
 6. the policy on older employees in the sector.
 - h. the financing and subsidising of the management and activities of the Training and Development Fund Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms referred to in Article 51 of the Collective Agreement (T&D Fund)

- i. the financing and subsidising of the management and activities of the Joint Sectoral Committee for Textile Cleaning Firms (Sectoral Committee) arising from the duties assigned to the Joint Sectoral Committee under the Works Councils Act.
- j. adopting further schemes or different terms and conditions pursuant to Article 58 of the Collective Agreement;
- k. financing trade union leave in accordance with Article 55 paragraph 2 of the Collective Agreement;
- l. collecting the contribution (or having it collected) payable to Raltex for the financing of the above-mentioned activities.
- m. supervising and coordinating the administrative activities of the:
 - Voluntary Retirement Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms (VUW);
 - Training and Development Fund Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms (T&D Fund);
 - Joint Sectoral Committee for Cleaning Firms (Joint Sectoral Committee).

Article 3 Board

The Board of Raltex is composed with equal representation and consists of representatives from the employers' organisations and employees' organisations that are parties to the Collective Agreement.

Article 4 Appointment of the members of the Board

1. The Board of Raltex is composed of 4 members, appointed as follows:
 - one member by the Dutch Textile Federation (FTN)
 - one member by the Dutch Association of Textile Cleaners NETEX (Netex)
 - one member by FNV
 - one member by CNV Vakmensen.
2. A deputy member can be appointed for each member. The deputy members have voting rights only in so far as the member for whom they are deputies is not present.
3. Members and deputy members are appointed for 3 years according to a rotation schedule.
4. If the number of members falls below the prescribed number, the Board will remain authorised, but must take measures without delay for addition.
5. The organisations referred to in paragraph 1 will be entitled at all times to dismiss the members and deputy members appointed by them.
6. The vacancy that occurs in accordance with the preceding paragraph will be filled by the organisation that dismissed the previous board member.

Article 5 End of Board membership

Board or deputy Board membership ends:

- a. at the time the organisation that appointed the Board member in question is no longer a party to the Collective Agreement;
- b. by resigning one's membership in writing;
- c. by dismissal as referred to in Article 4 paragraph 6;
- d. by dismissal by the court;
- e. by the issue of a liquidation order;
- f. by an application for suspension of payment;
- g. by placement under guardianship;

h. by death.

Article 6

Authority of the Board

1. Within the limits of the object of the Raltex, the Board is independently authorised to perform all acts and conclude all contracts relating to the Raltex.
2. The Board can adopt regulations for the performance of its duties. Regulations may not contain provisions in conflict with the law or the articles.

Article 7

Chairman

1. The Board designates a chairman and vice-chairman from its ranks each calendar year. If one of the members of the employers' organisations holds the chairmanship, the vice-chairmanship will be held by one of the members of the employees' organisations and vice versa.
2. The chairmanship and vice-chairmanship will alternate every calendar year.

Article 8

Secretary

The Board can delegate the performance of the duties of the secretarial office of Raltex as well as all other duties to be determined at a later date to an independent institution or person who has gained the trust of the organisations referred to in Article 3, all this under the responsibility of the Board. The costs involved in this will be payable by Raltex.

Article 9

Administrator

The accounting and financial administration will be conducted under the responsibility of the Board and with due observance of instructions adopted by the Board by an administrator appointed by the Board in writing until further notice.

Article 10

Board meetings

1. The Board will meet at least once a year and further as often as the chairman or at least two board members consider this necessary.
2. The manner and the period for calling the meeting will be set out in a Board resolution.
3. According to rules to that effect to be laid down by the Board, the members and deputy members will receive an allowance for travel expenses as well as a fee for attending meetings or equivalent gatherings which will be payable by Raltex.

Article 11

Resolutions

1. The Board may not pass resolutions unless at least one board member appointed by employers' organisations and one by the employees' organisations is present.
2. Each member from the employer's side will always have as many votes as those of the attendees on the employees' side and vice versa.
3. Resolutions are passed by an ordinary majority of votes.
4. If the votes are equal, the motion will be brought up for discussion again in the next meeting. If the votes are equal again, the motion will be deemed to have been rejected.

5. Votes are taken orally on business, and on persons in writing. If there is doubt as to the nature of the subject, the chairman will decide.
6. The Board can also pass legally valid resolution without holding a meeting. This is done in writing and by unanimous votes. The provisions in paragraph 4 and paragraph 5 will apply mutatis mutandis to this.

A resolution passed without holding a meeting is equivalent to a resolution passed in a board meeting and will be confirmed in the next board meeting for the purposes of reporting.

Article 12

Secrecy

The members of the Board, as well as the secretary and the administrator, must observe secrecy regarding all matters they come to know and regarding which the chairman has imposed secrecy, or of which they should understand the confidential nature.

Article 13

Representation

1. Raltex will be represented externally by the Board or by the chairman and vice-chairman jointly.
2. The Board can grant power of attorney to one or more board members, as well as to third parties, to represent Raltex within the limits of such power of attorney.

Article 14

Committees

1. The Board may delegate certain elements of its duties under its responsibility to permanent or ad hoc committees to be formed by it.
2. The committees will be composed of an equal number of members from the employers' and employees' organisations that are parties to the Collective Agreement.

Article 15

Financial resources

The financial resources of the Raltex consist of:

- a. separate foundation capital;
- b. contributions that are payable to the Raltex by parties obliged to contribute under the Collective Agreement.

Article 16

Spending the funds

1. The Raltex will use the funds made available to cover the costs arising from the activities referred to in Article 2 paragraph 2 of the Articles.
2. Regarding the spending of funds applied for, subsidy-seeking institutions must submit a budget to the Board in advance, specified according to the activities/spending purposes referred to in Article 2 paragraph 2.
3. Funds will be allocated each time for one year.
4. A subsidy-seeking institution must submit a statement annually, audited by a registered accountant or accounting consultant with certifying authority, showing how the funds were spent. This statement must (at least) be specified according to the activities/spending purposes referred to in Article 2, paragraph 2.

Article 17

Investments

1. The funds as referred to in Article 15 - in so far as not directly intended for the expenses referred to in Article 18, paragraph 1- will be invested under the responsibility of the Board, with due observance of requirements of liquidity, returns and risk distribution to be set for this in all reasonableness.
2. Funds made ready for this will be deposited in a current account with the administrator. The titles relating to loans against a private IOU will be kept in the administrator's safe.
3. Securities and other papers valuable in money will be kept in the custody of general commercial banks.
4. The Board will determine the costs of administration of the funds and the method of settling those costs.

Article 18

Budget and accountability

1. Annually, in December, the Board will draft a budget of receipts and expenses for the next financial year. The financial year coincides with a calendar year.
2. The draft budget must contain:
 - a. income from the contributions to Raltex under the Collective Agreement;
 - b. the expenses of the Raltex, specified according to the activities/spending purposes referred to in Article 2, paragraph 2.
3. The costs of work by third parties for the Raltex will be determined on the basis of the budgets prepared by these third parties in accordance with Article 16 paragraph 2 and approved by Raltex.
4. The budget will be made available for inspection at the offices of the Raltex until one year after the date on which it was adopted and will be sent on request, subject to payment of the costs involved, to the employers and employees in the sector.
5. By 1 June at the latest, the administrator will render account to the Raltex for the administration he conducted in the past financial year. The account must show that the expenses have been specified in conformity with the spending purposes/activities referred to in Article 2 paragraph 2. This must be done in annual accounts, which must be accompanied by an audit certificate from an external registered accountant or accounting consultant with certifying authority designated by the Board, showing that the expenses have been specified in conformity with the spending purposes/activities referred to in Article 2 paragraph 2. The statements received from third parties as referred to in Article 16 paragraph 4 form an integral part of the annual accounts.
6. The Board will adopt the annual accounts by 1 July at the latest.
7. Approval of the account by the Board will serve as discharge of the administrator.
8. The rendering of account, together with an audit certificate from the external registered accountant or accounting consultant with certifying authority, will be published annually in accordance with the statutory provisions and brought to the attention of the employers' and employees' organisations referred to in Article 4 and the Ministry of Social Affairs and Employment by 1 July at the latest. The aforementioned documents will be made available for inspection at the offices of the Raltex and at one or more places to be designated by the Minister of Social Affairs and Employment until one year after the date on which they were adopted, and will be sent on request, subject to payment of the costs involved, to employers and employees in the sector.

Article 19

Determination and collection of contributions

The manner of determining the amount of the contributions due under the Collective Agreement and the collection thereof will be established in accordance with the provisions of the Regulations.

Article 20

Enforcement and amendment of the articles and regulations, dissolution

1. The Board will ensure that the articles and any regulations are enforced.

2. The Board is authorised to amend the articles and any regulations.
3. Resolutions for amendment of the articles, for entering into a merger and for dissolution of the Raltex can only be passed unanimously in a meeting at which at least three fourths of the board members are present.
4. In departure from the provisions in the third paragraph, the board can pass a resolution for amendment of the articles and regulations in writing. When a resolution is passed in writing, all members of the Board must cast their votes and the resolution must be passed by a unanimous vote. If one or more members of the Board object to written presentation or to the draft resolution presented, the resolution must be passed in a meeting of the Board.
5. The Raltex can be dissolved only after the declaration of universally binding status of the Collective Agreement expires.
6. The resolution must also indicate the designated use of any credit balance, which must be as far as possible in accordance with the object of the Raltex.

Article 21

Final provisions

The Board will decide in cases for which these articles or the regulations do not provide.

APPENDIX 5
**Regulations of the foundation Council for Labour Relations for Linen Rental and Laundry Firms
and Textile Cleaning Firms**

**ARTICLE 1
Definitions**

1. Linen Rental, Laundry and Textile Cleaning Sector:
Companies established or divisions of companies established in the Netherlands, as specified in the Collective Agreement for the Textile Care Industry
2. Employer:
The person (natural or legal persons) that runs a business in the linen rental, laundry and textile cleaning sector.
3. Employee:
The employee as referred to in article 1 paragraph 4 of the Collective Agreement
4. Raltex:
The Foundation Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms.
5. Collective Agreement
Collective Agreement for the Textile Care Industry.

**ARTICLE 2
Contribution**

1. The amount of the contribution is a percentage of the contribution base to be determined for each year by the Board with due observance of the relevant provisions in Article 52 of the Collective Agreement.
2. The employer is required to pay this contribution to the Raltex.
3. The Raltex will inform the employer in writing of the amount to be paid via the administrator, stating the period within which the payment must be made.
4. The employer must provide the Raltex with the information the Raltex considers necessary in order to determine the contribution or advance payment due from the employer, at the times, in the manner and for the time periods as determined by the Raltex.
5. If the employer does provide the Raltex with the necessary information or does not provide it in time or completely, the Raltex will be entitled to determine the amount of the contribution or advance payment due itself to the best of its knowledge.
6. The costs of gathering and providing the information desired by the Raltex will be payable by the employer.
7. The employer must pay the amount due from it for a calendar year within 14 days of the date of the relevant invoice from the Raltex.
8. The Board will be entitled to demand that the employer pays the advances on the contribution to the Raltex due from it at the times to be determined by the Board.

9. The employer must pay the advance to the Raltex within 14 days of the date of the relevant invoice. If payment of the advance instalment is not made in time, the entire remaining amount of the advance invoice will be immediate due and payable as well.
10. In case the amount or advance payment due is not made in time, the employer will be in default by the mere expiry of the time limit.
11. If the employer is on default pursuant to paragraph 10, the Raltex will be entitled to claim:
 - a. interest on the amount due from the day following the day on which the amount should have been paid;
 - b. reimbursement of the extrajudicial collection costs, without prejudice to the other costs of prosecution due by law.
12. The interest will be calculated according to the statutory interest rate as referred to in Sections 119 and 120 of Book 6 of the Dutch Civil Code (*BW*). The extrajudicial collection costs will be set at 15% of the amount due with a minimum of €50.

ARTICLE 3 **Financing of the objectives**

1. The funds made available will be used for full or partial financing, or the subsidising of the activities referred to in the articles of Raltex.
2. The Board will always adopt a resolution to that effect on the basis of a request from the institutions concerned, or a resolution by the Board itself to conduct activities. This will always have to be substantiated once only or periodically by budgets on the basis of which the funds to be provided can be determined.
3. The institutions referred to in paragraph 2 must submit a statement annually, audited by a registered accountant or accounting consultant with certifying authority, regarding the spending of the funds received.

ARTICLE 4 **Unforeseen cases**

In unforeseen cases, the Board will decide, provided they do not act contrary to the articles in doing so.

ARTICLE 5

These regulations entered into effect on 1 July 1998 and were last amended on 1 July 2002.

APPENDIX 6
Regulations on the Binding Decision Procedure of Raltex

ARTICLE 1
Definitions

| | |
|-----------------------|---|
| Raltex | Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms |
| Collective Agreement: | Collective Agreement for the Textile Care Industry |
| Regulations: | Regulations on the Binding Decision Procedure of Raltex |
| Secretary: | the secretary of Raltex |

ARTICLE 2
Duty

1. On request, Raltex, on behalf of the parties to the Collective Agreement in the context of Article 50 paragraph 6 of the Collective Agreement and these Regulations, has the duty to give a binding decision in a dispute over the application of the Collective Agreement;
2. A dispute will exist if an attempt has been made in vain to reach an amicable settlement as referred to in Article 3 of the Regulations.

ARTICLE 3
Submitting requests

1. Before a request is submitted the immediate superior must be informed of a complaint (if a complaint by an employee is concerned) or the employee (if a complaint by an employer is concerned). Further to this, the parties to the dispute will consult with each other in order to reach an amicable settlement.
2. If this does not lead to a solution within 14 days, the complaining party will notify the other party in writing that he intends to present the dispute to Raltex.
3. If an amicable solution is still not reached within 14 days, there will be a dispute as referred to in Article 2 paragraph 2 of the Regulations.

ARTICLE 4
Request and time limits

1. A request to give a binding decision in a dispute as referred to in Article 2 paragraph 1 of the Regulations can be made by any party to the Collective Agreement acting on behalf of one or more employers and employees and/or by any employer and employee.
2. The time limit for submitting a request is six months at most, counting from the time the complaining party notified the other party as referred to in Article 3 paragraph 2 of the Regulations.
3. The request must be submitted in writing to the secretary (c/o Raltex, Postbus 4076, 5004 JB Tilburg).
4. The request must contain at least:
 - a. name and address of the requesting party;
 - b. the date;
 - c. a concise summary of the facts;

- d. a substantiated description of the decision the party or parties submitting the request wish
- e. a copy of the notification as referred to in Article 3 paragraph 2 of the Regulations.

5. The costs of submitting a request are €34.03.

ARTICLE 5 **Procedure**

1. The secretary will judge whether there is a dispute as referred to in Article 2 of the Regulations and whether the request meets the conditions set in Article 4 of the Regulations. If necessary and possible, the requesting party will be given the opportunity to remedy any omission within 14 Days.
2. The secretary will send the requesting party a confirmation of receipt as well as a statement in which the latter undertakes to accept the decisions of Raltex as binding. This statement must be signed and returned to the secretary within 14 days from the time it was sent. It must also be made known in this regard in what way and within what period the costs as referred to in Article 4 paragraph 5 of the Regulations have to be paid.
3. If the requesting party does not wish to accept the decision of Raltex as binding, that party must inform the secretary of this in writing within 14 days from the date of the confirmation of receipt. In that case the request will not be handled further. The secretary will inform the person(s) concerned to that effect.

ARTICLE 6 **Statements**

1. After receipt of the documents and payment of the costs as referred to in Article 5 paragraph 2 of the Regulations, the secretary will send the request to the other party for a response, together with a statement to be signed in which the other party undertakes to accept the decision of Raltex as binding.
2. If the other party wishes to accept the decision of Raltex as binding, the other party must send the signed statement referred to in the preceding paragraph as well as his written response to the request to the secretary within a period of 14 days from the notification. If the secretary is of the opinion that there are urgent reasons to do so, this period of 14 days can be extended by 14 days.
3. If the other party does not wish to accept the decision of Raltex as binding, that party must inform the secretary of this in writing within 14 days from the date of the notification. In that case the request will not be handled further. The secretary will inform the requesting party and the other party to that effect.

ARTICLE 7 **Handling of the dispute**

1. If both parties wish to accept the decision of Raltex as binding, the dispute will be handled.
2. If the secretary is of the opinion after receiving the other party's response that the dispute is still not sufficiently clear, an extra round of hearing both sides will be inserted, whereby the parties will be given 14 days' time to respond.
3. The information received will be sent to the other party for his information

ARTICLE 8
Presenting the dispute

If the secretary is of the opinion that the dispute is sufficiently clear, he will present the dispute, possibly in writing, to Raltex.

ARTICLE 9
Decision-making

1. In order to hold meetings and take decisions, at least two members must be present, one from the employer's side and one from the employees' side.
2. Each member from the employer's side will always have as many votes as those of the employees' side and vice versa.
3. Decisions are taken by a simple majority of votes.
4. If the votes are equal, Raltex will not take a decision.
5. A member or deputy member of Raltex that is or has been involved in the request presented to Raltex will not participate in the handling thereof and decision-making.

ARTICLE 10
Notification of the decision

1. Except when the votes are equal, Raltex will take one or a combination of the following decisions:
 - a. to have further written information provided by one or both of the parties within a period to be set by Raltex;
 - b. to give a preliminary decision in the sense of an order to one or both of the parties to provide evidence;
 - c. to give a final decision.
2. The secretary will inform the parties as soon as possible of a decision taken.
3. The information obtained on the basis of a decision as referred to in Article 10 paragraph 1 subparagraph a. of the Regulations will be sent to the other party for his information.
4. If, in view of the equality of vote, no decision has been taken, the parties will be informed to that effect as well as soon as possible. The relevant differences in the points of view of the members of Raltex will also be indicated as far as possible.
5. Raltex strives to give a binding decision within a period of three months after the dispute has been presented to them.

ARTICLE 11
Final provision

A binding decision taken by Raltex will not affect the fact that the parties can still bring the dispute they presented to Raltex before the court with jurisdiction.

APPENDIX 7

Regulations on the Complaints Procedure for systematic non-compliance with the provisions of the Collective Agreement

ARTICLE 1 Definitions

In these regulations the following terms mean:

- a. Raltex: Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms;
- b. Collective Agreement: Collective Agreement for the Textile Care Industry;
- c. Regulations: Regulations on the Complaints Procedure for systematic non-compliance with the provisions of the Collective Agreement;
- d. Employer: Natural or legal person that runs a company as referred to in Article 1, paragraph 1 and paragraph 2 of the Collective Agreement;
- e. Employee: The person who has entered into an employment contract with the employer;
- f. Complainant: Interested party within the meaning of Article 3 paragraph 2 of these Regulations.
- g. Alleged Perpetrator: The employer against which the complaint is directed;
- h. Board: Board of Raltex;
- i. Secretary: Secretary of Raltex.

ARTICLE 2 Duties and powers

- 1. On request, in the context of Article 50 paragraph 4 subparagraph c. of the Collective Agreement, Raltex has the duty on behalf of the parties to the Collective Agreement to handle complaints relating to alleged or ascertained systematic non-compliance with the Collective Agreement. The Board will perform this duty in accordance with these Regulations.
- 2. Raltex can order an investigation at the company against which the complaint was submitted.

ARTICLE 3 Admissibility

- 1. The complaint must concern systematic non-compliance with the provisions of the Collective Agreement.
- 2. The person submitting the complaint must be an interested party. The following are considered interested parties:
 - a. employers' and employees' organisations on behalf of one or more of their members;
 - b. the works council or employee representative body active in the employer's company on behalf of the persons employed at the company;
 - c. employer;
 - d. employee.
- 3. A complaint will be handled only if an attempt to reach a solution has been in vain as referred to in Article 4.

ARTICLE 4 Mutual consultation

Before a complaint is submitted, the complainant must:

1. Inform the alleged perpetrator of the complaint and attempt to reach a solution in consultation with the alleged perpetrator.
2. If these consultations do not lead to a solution within two months of the start of the consultations, the complainant must notify the alleged perpetrator in writing of his intention to submit a complaint to Raltex.
3. If a settlement is still not reached within a month after the notice referred to in paragraph 2 has been sent, the complainant can submit a complaint to Raltex.

ARTICLE 5 **Submission of a complaint**

1. The complaint must be submitted to the secretary by or on behalf of the interested party and must in any case contain:
 - name and address details of the complainant;
 - name of the alleged perpetrator;
 - description of the complaint
 - summary of the facts;
 - substantiated description of the decision the complainant wishes.
2. The costs for submitting a complaint are €60 for a complaint submitted by one or more interested parties on the employees' side and €120 for a complaint submitted by one or more interested parties on the employer's side. If the complaint is allowed, this amount will be refunded.

ARTICLE 6 **Handling of the complaint**

1. The secretary will check whether the complaint is sufficiently documented and substantiated and whether the complaint and complainant are admissible
2. If the complaint is not sufficiently documented and substantiated, the secretary will notify the complainant of this in writing and give the complainant the opportunity still to do so within a period of 14 days. This response time can be extended once only. If the complaint has not been documented or substantiated in more detail in the extended response time, it will not be handled. The complainant will be notified to this effect in writing.
3. If the complaint or complainant is declared inadmissible, the complainant will be notified to this effect in writing.
4. The secretary will send the complaint declared admissible to the alleged perpetrator for response. The alleged perpetrator will be obliged to respond to this in writing within a period of 14 days. This response time can be extended if the secretary is of the opinion that this is necessary.
5. If the secretary is of the opinion on the basis of the response from the alleged perpetrator that additional information is necessary, the complainant and/or alleged perpetrator will be informed of this in writing and given a response time of 14 days to provide this information. This response time can be extended if the secretary is of the opinion that this is necessary.
6. The responses received will be sent to the other party.

ARTICLE 7
Presenting a complaint to the Board

1. If the secretary is of the opinion that the complaint and the information obtained in accordance with the preceding article is as complete and clear as possible, the complaint will be presented to the Board in writing.
2. A member of the Board that is (or was) directly involved in the complaint presented may not participate in the handling and decision-making concerning that complaint.
3. The Board will take one of the following decisions within a period of one month after the complaint has been presented:
 - to hold a hearing:
 - to give a preliminary decision in the sense of an order to submit evidence to the parties or one of them;
 - to give a final decision.
4. The period referred to in the preceding paragraph can be extended once only.
5. If the Board decides to hold the hearing, each of the parties can be assisted at the hearing by witnesses and/or experts and/or counsel. The secretary will be informed of this in writing at least 7 days before the hearing.
6. If the Board issues an order to submit evidence, the party concerned will be given a response time once only of one month. The response will be sent to the other party for his information.

ARTICLE 8
Final decision

1. The Board of Raltex strives to give a final decision within 6 months after the complaint has been presented to it.
2. The final decision will contain in any case the grounds on the basis of which the Board is of the opinion that the complaint is wholly or partially well-founded or not.
3. If the Board is of the opinion that the complaint is wholly or partially well-founded, it will impose one or combination of the following sanctions on the alleged perpetrator:
 - a. warning, with allowance of a period for redress; this warning will not be made public;
 - b. warning that will be made public;
 - c. Instituting an action for damages as referred to in Section 15 of the Collective Agreement Act and Section 3, subsection 4 of the Collective Agreement (Declaration of Universally Binding or Non-Binding Status) Act (*Wet AVV*). An action for damages can be instituted only after a warning as referred to under a. or b. was given and did not produce any results in the period indicated by the Board of Raltex within which this should have happened;
 - d. publication of the institution of an action and/or decision referred to under c.

ARTICLE 9
Final provisions

The scheme will not affect a decision of the court on the contentious proceedings.

APPENDIX 8
Complaints procedure for the prevention and combating of undesired behaviour

ARTICLE 1

Definitions

In these regulations the following terms mean:

1. Undesired behaviour:
 - a) Sexual harassment
direct or indirect sexually expressions with sexual overtones, which are experienced by a female or male employee as undesired, and/or by which the safety of the workplace is adversely affected in the broadest sense.
 - b) Discrimination on the basis of race, skin colour, religion and sexual preference: direct or indirect expressions that are discriminating on the basis of race, skin colour, religion and sexual preference which are experienced by a female or male employee as undesired, and/or by which the safety of the workplace is adversely affected in the broadest sense.
 - c) Bullying/Aggression/Violence:
incidents in which a female or male employee is harassed, threatened or attacked psychologically or physically, under circumstances that are directly connected with performing work.
2. Employee:
The person who is (was) in the service of the employer under an employment contract, as well as the person who works (worked) for the employer as a temporary worker.
3. Employer:
Natural or legal person who runs a business as referred to in Article 1, paragraph 1 and paragraph 2 of the Collective Agreement.
4. Complaints Committee:
The committee on company level which a female or male employee who is confronted with undesired behaviour can contact with a complaint and which will handle this complaint.
5. Confidential counsellor:
The member of staff on company level who provides for initial assistance of the female or male employee who is confronted with undesired behaviour.
6. Central Complaints Committee:
The committee on sector level which the female or male employee can contact who is confronted with undesired behaviour can contact with a complaint and which will handle this complaint.
7. Central Confidential Counsellor:
The member of staff who provides for initial assistance of the female or male employee who is confronted with undesired behaviour.
8. Raltex:
Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms.

ARTICLE 2

General

1. The parties recognise the right of each employee to respect for privacy and physical integrity. In their behaviour towards one another, the employer and employee, in their behaviour towards each other,

as well as the employees amongst themselves, must respect this right and also act in accordance with the general rules of morality and decency. The parties consider undesired behaviour unacceptable and agree to take specific measures within the work organisation to prevent undesired behaviour and to combat it in cases that arise.

2. The parties to this Collective Agreement, each in its own circle, in the appropriate way(s) and with the appropriate means, agree to contribute actively to the prevention and combating of undesired behaviour at work.
3. The employer may be expected in all reasonableness to structure the work organisation and work environment so that undesired behaviour is prevented.
The employer must pursue a coherent policy that prevents and combats undesired behaviour in the work organisation. A coherent policy contains the following elements:
 - development and implementation of preventive policy;
 - appointment of a confidential counsellor;
 - development and implementation of a complaints procedure;
 - taking necessary measures against the perpetrator of undesired behaviour in order to restore the safety of the workplace;
 - aftercare for the victims.
4. If the size of the company precludes the appointment of a confidential counsellor and/or formation of a complaints committee, the name of a contact person (for example a member of staff of the Occupational Health and Safety Service) must be made known who can provide more information or in cases that arise refer the person concerned to a central confidential counsellor.
5. If the company has not arranged anything in this regard, the employee who is confronted with undesired behaviour can contact the central confidential counsellor or the central complaints committee.

ARTICLE 3 **Preventive policy**

The employer will make known to all employees that undesired behaviour will not be tolerated and can lead to sanctions for the person who is guilty of it. All employees will be informed via the customary information channels about the policy for prevention and combating of undesired behaviour at work.

ARTICLE 4 **Preliminary provisions**

1. At both the start of the procedure and for the duration of the investigation by the company or central complaints committee, the employer can make temporary provisions for the duration of the complaints procedure, if the well-being of the complainant necessitates this, or there is an untenable situation for one or more persons directly involved. The measures taken will only be temporary in nature and may not in any way anticipate any definitive measures, all this while maintaining terms and conditions of employment.
2. The employer warrants that the complainant will not be prejudiced as a result of the procedure started by the person concerned.

ARTICLE 5 **Appointment of a confidential counsellor on company level**

1. The employer will appoint a well-equipped confidential counsellor to perform the duties included in Article 9 of these regulations. The confidential counsellor must be a person who is trusted by the

employees. The confidential counsellor must be easy to approach, able to deal confidentially with information and be skilled in holding discussions.

2. The employer must provide the confidential counsellor with the necessary facilities by which she/he can be consulted confidentially in writing or by telephone, such as making a consultation room available, agreements on leaving post addressed to her/him unopened and suchlike.
3. The confidential counsellor is accountable only to the management for the performance of her/his duties and will be protected to guarantee her/his independence. The confidential counsellor cannot be required to make statements to the employer about what she/he has been told in her/his position.
4. The position, possibilities or opportunities within the company of a confidential counsellor must not be hindered or harmed by the employer owing to the mere fact that she/he holds the position of confidential counsellor and performs the duties belonging to the position.
5. If a confidential counsellor is of the opinion there has been conduct with respect to her/ him that is contrary to this, she/he can submit a complaint about this to the central complaints committee.

ARTICLE 6

Formation of a Complaints Committee on company level

1. The employer, with the consent of the Works Council or the employee representative body, will form a complaints committee, preferably a permanent one.
2. The complaints committee should preferably be composed of 3 persons, at least one of which is a woman. The confidential counsellor is not a member of the complaints committee.
3. A member or deputy member of the complaints committee who is or was directly involved in the complaint may not participate in the handling of or decision-making on the complaint.
4. The members of the complaints committee must maintain absolute secrecy.
5. The complaints committee must act in such a way that the privacy of the complainant, alleged perpetrator and others involved is sufficiently guaranteed.
6. The legal status of the members of the complaints committee must not be prejudiced because of their position as members of the complaints committee.
7. The complaints committee will regulate its own manner of working, on the understanding that it must observe the provisions in Articles 10 to 12 of these Regulations in doing so.

ARTICLE 7

Appointment of a Central Confidential Counsellor

1. Raltex will appoint a central confidential counsellor for the linen rental, laundry and textile cleaning sector.
2. The central confidential counsellor will be accountable only to Raltex for the performance of her/his duties.

ARTICLE 8

Formation of a Central Complaints Committee

1. Raltex will form a central complaints committee whose task will be to handle complaints in relation to undesired behaviour. The Raltex Board will appoint (and withdraw the appointment of) the members of the central complaints committee.
2. The central complaints committee must be composed of at least 3 members, namely one member on behalf of the employees, one member on behalf of the employers and the secretary of Raltex. A deputy will be appointed for each employers' and employees' member. On the committee, legal expertise and expertise in relation to undesired behaviour should preferably be present.
3. A member or deputy member of the committee who is or was directly involved in the complaint may not participate in the handling of or decision-making on the complaint.
4. The central confidential counsellor is not a member of the central complaints committee.
5. The central complaints committee can consult one or more experts and if desired include them in the complaints committee as advisors.
6. The central complaints committee can engage interpreters if it considers that desirable.
7. The central complaints committee must act in such a way that the privacy of the complainant, alleged perpetrator and others involved is sufficiently guaranteed.
8. The central complaints committee will arrange its own manner of working, on the understanding that it must observe the provisions in Articles 9 to 11 of these Regulations in doing so.

ARTICLE 9

Duties of the Company and Central Confidential Counsellor

1. The company or central confidential counsellor is charged with assisting the employee who has undergone undesired behaviour.
Her duties in this context are:
 - to assist and advise an employee who has contacted the company or central confidential counsellor regarding undesired behaviour;
 - at the complainant's request, to support her or him in submitting a complaint to the company or central complaints committee;
 - at the request of a reporting person, to attempt to reach a solution to the complaint by consulting with the persons involved.
 - referral to external assistance bodies;
 - to provide aftercare to employees who have been confronted with undesired behaviour.
 The company or central confidential counsellor may not carry out any actions in performing her/his duties other than with the consent of the complainant concerned.
The company or central confidential counsellor can start mediation, but may not mediate on his/her own.
2. The company or central confidential counsellor has the duty as well:
 - at the request of the employer or Raltex, to give advice on fostering the prevention and combating of undesired behaviour. The company or central confidential counsellor expressly does not have the duty to advise the company or central complaints committee as far as the handling of actual complaints is concerned;
 - recording the nature and scope of the statements relating to undesired behaviour for the employer or Raltex;
 - preparing an annual report for the employer or Raltex on forms of undesired behaviour as well as on the way in which the confidential counsellor has been able to perform her/his duties.

3. The company or central confidential counsellor must act in such a way that the privacy of the complainant, alleged perpetrator and others involved is sufficiently guaranteed.

ARTICLE 10

Admissibility of the complaint

1. A complaint to the company or central complaints committee must be submitted within a period of 3 years after the confrontation with undesired behaviour by a female or male employee within the meaning of these complaints regulations.
2. The company or central complaints committee can decide that a complaint will not be handled other than after the complainant has contacted the company or central confidential counsellor.
3. Anonymous complaints will not be handled.
4. If the complaint is also the subject of court proceedings, the Company or Central Complaints Committee can decide not to handle the complaint or to suspend its handling.

ARTICLE 11

Submission of a complaint

The complaint must be submitted in writing to the Company or Central Complaints Committee and must in any case contain:

- name and address details of the complainant;
- description of the complaint;
- concise summary of the facts;
- name(s) of the alleged perpetrator(s);
- decision the complainant wishes.

ARTICLE 12

Handling of the complaint

1. The company or central complaints committee will check whether the complaint is sufficiently documented and will take a decision within 2 of receipt of the complaint on the admissibility of the complaint.
If the complaint is declared inadmissible, the complainant will be notified of this in writing as soon as possible.
If the complaint is declared admissible, the complaint will be sent to the alleged perpetrator. The alleged perpetrator will be given the opportunity to submit a statement of defence to the company or central complaints committee within 2 weeks. The statement of defence will be sent to the complainant for her/his information.
2. After the statement of defence has been received, the complainant, alleged perpetrator and any other third parties will be examined by the company or central complaints committee. Persons employed by the employer who are called up by the company or central complaints committee are required to appear. The time needed for this will be considered working hours.
3. The hearings of the company and central complaints committees are closed. A report is made of each hearing that must be signed for approval by the examinees within a week of receipt of the report, and sent back to the complaints committee, provided or not with marginal notes. If this is not done, this will be stated in the report and the report will be considered as adopted for approval without marginal notes. The complainant and alleged perpetrator will be entitled to take cognisance of all reports of the hearings and, if desired, can respond to them in writing.

4. During the hearings, the complainant as well as the alleged perpetrator can be accompanied by the company or central confidential counsellor or by counsel. The company or central complaints committee must be informed of this in writing in advance.
5. Anyone who is or will be involved in the investigation of the complaint must observe absolute secrecy regarding that which was discussed with him/her or brought up for discussion.
6. Within six weeks of the first hearing, the company or central complaints committee will issue written advice to the employer. This period can be extended once only.
7. The advice must in any case contain:
 - the decision or, if so, to what extent the complaint is well-founded. A complaint is well-founded if it is plausible that the undesired behaviour took place;
 - who was affected by the undesired behaviour;
 - in what way and how frequently the undesired behaviour has manifested itself;
 - a recommendation to the employer on the measures to be taken.
8. A copy of the advice will be sent to the complainant and alleged perpetrator.
9. The complaints committee or the central complaints committee must issue a report annually to the employer or to Raltex of the number and nature of the complaints about undesired behaviour submitted to it. The report must not include information that can be traced back to persons. The employer will send the report by the complaints committee to the Works Council.

ARTICLE 13 **Measures, registration**

1. The employer must determine within one month of receipt of the advice of the company or central complaints committee which measures should be taken and inform the persons concerned to that effect.
2. The employer must register the complaints submitted to the complaints committee and communicate them to Raltex at the request of Raltex. The privacy of the persons involved is hereby guaranteed.

Contact address:
Central Complaints Committee Raltex
Postbus 4076
5004 JB TILBURG
Telephone number of the secretarial office: 013-5944466

APPENDIX 9

ARTICLES OF THE TRAINING AND DEVELOPMENT FUND FOUNDATION FOR LINEN RENTAL AND LAUNDRY FIRMS AND FOR TEXTILE CLEANING FIRMS

Article 1

Name, registered office, duration

The Foundation is named Training and Development Fund Foundation for Linen Rental and Laundry Firms and for Textile Cleaning Firms (abbreviated as T & D Fund Foundation), hereinafter referred to as: the T&D Fund. The T&D Fund is established for an indefinite time and has its registered office in Tilburg.

Article 2

Object

1. The object of the T&D Fund is to promote the training of employees in the sector in order to ensure that employees gain or increase the knowledge and/or skills they need to perform present and/or future jobs in the sector coming under the provisions of the Collective Agreement for the Textile Care Industry (henceforth referred to as: Collective Agreement).
2. The T&D Fund attempts to achieve this object by fully or partially financing the costs arising from the following activities:
 - a. development and updating of training and courses aimed at
 - increasing technical knowledge and, in connection with that, general social knowledge
 - improving Dutch language proficiency at the workplace
 - b. providing (or having provided) the training and courses referred to under a. under the terms and conditions and more detailed description as included in the regulations;
 - c. promotion of participation in training and courses recognised by the T&D Fund under the terms and conditions and more detailed description as included in the regulations;
 - d. gathering and providing information about government subsidy schemes.

Article 3

Board

The Board of the T&D Fund is composed with equal representation and consists of representatives of the employers' organisations and employees' organisations that are parties to the Collective Agreement.

Article 4

Appointment of the members of the Board

1. The Board of the T&D Fund is composed of 4 members appointed as follows:
 - one member by the Dutch Textile Care Federation (FTN)
 - one member by the Dutch Textile Cleaners Association NETEX (Netex)
 - one member by FNV
 - one member by CNV Vakmensen.
2. A deputy member can be appointed for each member. The deputy members have voting rights only in so far as the member for whom they are deputies is not present.
3. Members and deputy members are appointed for 3 years according to a rotation schedule.
4. If the number of members falls below the prescribed number, the Board will remain authorised, but must take measures without delay for addition.
5. The organisations referred to in paragraph 1 will be entitled at all times to dismiss the members and deputy members appointed by them.
6. The vacancy that occurs in accordance with the preceding paragraph will be filled by the organisation that dismissed the previous board member.

Article 5

End of Board membership

Board or deputy Board membership ends:

- a. at the time the organisation that appointed the Board member in question is no longer a party to the Collective Agreement;
- b. by resigning one's membership in writing;
- c. by dismissal as referred to in Article 4 paragraph 6;
- d. by dismissal by the court;
- e. by the issue of a liquidation order;
- f. by an application for suspension of payment;
- g. by placement under guardianship;
- h. by death.

Article 6

Authority of the Board

1. Within the limits of the object of the T&D Fund, the Board is independently authorised to perform all acts and conclude all contracts relating to the T&D Fund.
2. The Board can adopt regulations for the performance of its duties. Regulations may not contain provisions in conflict with the law or the articles.
3. The adoption of regulations requires prior approval from the Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms, hereinafter referred to as: Raltex

Article 7

Chairman

1. The Board designates a chairman and vice-chairman from its ranks each calendar year. If one of the members of the employers' organisations holds the chairmanship, the vice-chairmanship will be held by one of the members of the employees' organisations and vice versa.
2. The chairmanship and vice-chairmanship will alternate every calendar year.

Article 8

Secretary

The Board can delegate the performance of the duties of the secretarial office of the T&D Fund as well as all other duties to be determined at a later date to an independent institution or person who has gained the trust of the organisations referred to in Article 3, all this under the responsibility of the Board. The costs involved in this will be payable by the T&D Fund.

Article 9

Administrator

The accounting and financial administration will be conducted under the responsibility of the Board and with due observance of instructions adopted by the Board by an administrator appointed by the Board in writing until further notice.

Article 10

Board meetings

1. The Board will meet at least once a year and further as often as the chairman or at least two board members consider this necessary.
2. The manner and the period for calling the meeting will be set out in a Board resolution.

3. According to rules to that effect to be laid down by the Board, the members and deputy members will receive an allowance for travel expenses as well as a fee for attending meetings or equivalent gatherings which will be payable by Raltex.

Article 11 Resolutions

1. The Board may not pass resolutions unless at least one board member appointed by employers' organisations and one by the employees' organisations is present.
2. Each member from the employer's side will always have as many votes as those of the attendees on the employees' side and vice versa.
3. Resolutions are passed by an ordinary majority of votes.
4. If the votes are equal, the motion will be brought up for discussion again in the next meeting. If the votes are equal again, the motion will be deemed to have been rejected.
5. Votes are taken orally on business, and on persons in writing. If there is doubt as to the nature of the subject, the chairman will decide.
6. The Board can also pass legally valid resolution without holding a meeting. This is done in writing and by unanimous votes. The provisions in paragraph 4 and paragraph 5 will apply mutatis mutandis to this.

A resolution passed without holding a meeting is equivalent to a resolution passed in a board meeting and will be confirmed in the next board meeting for the purposes of reporting.

Article 12 Secrecy

The members of the Board, as well as the secretary and the administrator, must observe secrecy regarding all matters they come to know and regarding which the chairman has imposed secrecy, or of which they should understand the confidential nature.

Article 13 Representation

1. The T&D Fund will be represented externally by the Board or by the chairman and vice-chairman jointly.
2. The Board can grant power of attorney to one or more board members, as well as to third parties, to represent the T&D Fund within the limits of such power of attorney.

Article 14 Committees

1. The Board may delegate certain elements of its duties under its responsibility to permanent or ad hoc committees to be formed by it.
2. The committees will be composed of an equal number of members from the employers' and employees' organisations that are parties to the Collective Agreement.

Article 15 Financial resources

The financial resources of the T&D Fund consist of:

- a. the contribution from Raltex;
- b. other income and coincidental revenues.

Article 16

Spending the funds

1. The T&D Fund will use the funds made available to cover the costs arising from the activities referred to in Article 2 paragraph 2.
2. Regarding the spending of funds applied for, subsidy-seeking institutions must submit a budget to the Board in advance, specified according to the activities/spending purposes referred to in Article 2 paragraph 2.
3. Funds will be allocated each time for one year.
4. A subsidy-seeking institution must submit a statement annually, audited by a registered accountant or accounting consultant with certifying authority, showing how the funds were spent. This statement must (at least) be specified according to the activities/spending purposes referred to in Article 2, paragraph 2.

Article 17

Budget and accountability

1. Annually, in December, the Board will draft a budget of receipts and expenses for the next financial year. The financial year coincides with a calendar year.
2. The draft budget must contain:
 - a. income from the contribution by Raltex;
 - b. the expenses of the T&D Fund, specified according to the activities/spending purposes referred to in Article 2, paragraph 2.
3. The costs of work by third parties for the T&D Fund will be determined on the basis of the budgets prepared by these third parties in accordance with Article 16 paragraph 2 and approved by T&D Fund.
4. The draft budget will be presented to the Board of Raltex for approval and will not be adopted by the Board earlier than one month afterwards.
5. The budget will be made available for inspection at the offices of the T&D Fund until one year after the date on which it was adopted and will be sent on request, subject to payment of the costs involved, to the employers and employees in the sector.
6. By 1 April at the latest, the administrator will render account to the T&D Fund for the administration he conducted in the past financial year. The account must show that the expenses have been specified in conformity with the spending purposes/activities referred to in Article 2 paragraph 2. This must be done in annual accounts, which must be accompanied by an audit certificate from an external registered accountant or accounting consultant with certifying authority designated by the Board, showing that the expenses have been specified in conformity with the spending purposes/activities referred to in Article 2 paragraph 2. The statements received from third parties as referred to in Article 16 paragraph 4 form an integral part of the annual accounts.
7. The Board will adopt the annual accounts by 1 July at the latest.
8. Approval of the account by the Board will serve as discharge of the administrator.
9. The rendering of account with an audit certificate from the external registered accountant or accounting consultant with certifying authority will be published annually in accordance with the statutory provisions and brought to the attention of the employers' and employees' organisations referred to in Article 4 and the Ministry of Social Affairs and Employment by 1 July at the latest. The aforementioned documents will be made available for inspection at the offices of the T&D Fund and at one or more places to be designated by the Minister of Social Affairs and Employment until one year after the date on which they were adopted, and will be sent on request, subject to payment of the costs involved, to employers and employees in the sector.

Article 18

Enforcement and amendment of the articles and regulations, dissolution

1. The Board will ensure that the articles and any regulations are enforced.
2. The Board is authorised to amend the articles and any regulations.

3. Resolutions for amendment of the articles, for entering into a merger and for dissolution of the T&D Fund can only be passed unanimously in a meeting at which at least three fourths of the board members are present.
4. In departure from the provisions in the third paragraph, the board can pass a resolution for amendment of the articles and regulations in writing. When a resolution is passed in writing, all members of the Board must cast their votes and the resolution must be passed by a unanimous vote. If one or more members of the Board object to written presentation or to the draft resolution presented, the resolution must be passed in a meeting of the Board.
5. The T&D Fund can be dissolved only after the declaration of universally binding status of the Collective Agreement expires. The T&D Fund will be dissolved as well when the object of the T&D Fund has been achieved or can no longer be achieved.
6. The resolution must also indicate the designated use of any credit balance, which must be as far as possible in accordance with the object of Raltex.

Article 19
Final provisions

The Board will decide in cases for which these articles do not provide.

APPENDIX 10
Payment Regulations of the T&D Fund Foundation

ARTICLE 1
Definitions

In these Regulations the following terms mean:

1. **Collective Agreement:**
Collective Agreement for the Textile Care Industry;
2. **Employer:**
the employer as referred to in Article 1 paragraph 3 of the Collective Agreement;
3. **Employee:**
the employee as referred to in Article 1 paragraph 4 of the Collective Agreement;
4. **T&D Fund:**
Training and Development Fund Foundation for Linen Rental and Laundry Firms and for Textile Cleaning Firms;
5. **Internal Regulations:**
the internal regulations of the T&D Fund;
6. **Recognised training course:**
training course regarding which the Board has determined in accordance with Article 2 of the internal regulations that it is eligible for a payment for an employee and/or employer;
7. **Course participant:**
employee who participates in a recognised training course;
8. **Raltex:**
the foundation Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms;
9. **Administrator:**
the administrator of the Raltex Foundation.

ARTICLE 2
Recognised training course

The following are considered recognised training courses:

The Basic Laundry Training and the courses 'Process Technology', 'Stain Removal by Dry Cleaning, 'Knowledge of Textile Goods, 'Pressing and Ironing', 'PCE and LHC', 'Wet Cleaning), 'Textile Cleaners' Code', 'Dutch in the workplace', 'Professional Competence of Drivers' 'Case Management of sickness absence and re-integration' and 'Conducting sickness absence interviews, provided by the foundation Textile Care Training Centre (Stichting Trainingscentrum Textielverzorging) located in Ophemert (henceforth referred to as: TCT).

ARTICLE 3
Lost time compensation

1. By or on behalf of the T&D Fund, the employer will be granted lost time compensation to help cover the costs arising from participation of an employee in the employer's service in a training course recognised by the Board.
2. The lost time compensation for the basic laundry training course is €50 per course participant per session up to a maximum of 5 sessions per course participant.
3. The lost time compensation for the other courses provided by TCT is €50 per course participant per session up to a maximum of 4 sessions per course participant per course.

ARTICLE 4
General terms and conditions for granting lost time compensation

1. The lost time compensation will be granted only if and in so far as:
 - a. The employer is registered as such with the administrator of the Raltex Foundation;
 - b. The employer has complied with its payment obligations towards the Raltex Foundation;
 - c. The employee has participated in one or more sessions that the course comprises, as evident from the attendance list kept by TCT and signed by the instructor and employee;
 - d. The employer has registered the employee with TCT for the course by sending in a completely filled in and signed registration form that has been approved by the Board of the T&D Fund;
 - e. The employer has paid the training costs owed to TCT;
 - f. Annually, Raltex Foundation can determine a maximum number of grants in accordance with Article 3 paragraph 2 and paragraph 3. It must do so with due observance of the funds available.
2. In case the maximum number of grants referred to in Article 3 paragraph 4 and paragraph 5 is exceeded, the date of participation in the last session of the course and then the date of receipt of the completely filled in registration form will be the decisive.
3. The right to have lost time compensation granted will lapse if the employer has failed up to the date of the last session of the course to provide the information prescribed on the registration form or to pay the course fee.

ARTICLE 5
Payment of lost time compensation for the Basic Laundry Training Course provided by TCT

1. The lost time compensation granted in accordance with Article 4 will be paid by TCT to the employer on behalf of the T&D Fund.
2. Lost time compensation will in principle be paid within two months of participation in the last session of the course.
3. Lost time compensation will never be interest bearing at the expense of the T&D Fund.

ARTICLE 6
Monitoring

Employers and TCT must provide all data or information and render all cooperation that is considered necessary or desirable by persons or institutions charged by or on behalf of the T&D Fund with monitoring compliance with the provisions in these regulations.

ARTICLE 7
Unforeseen cases

The Board will decide in cases for which these articles do not provide, as long as it does not act contrary to these regulations.

ARTICLE 8
Entry into effect

These Regulations entered into effect on 1 January 2002.

APPENDIX 11
Internal Regulations of the T&D Fund Foundation

ARTICLE 1
Definitions

In these regulations the following terms mean:

1. **Collective Agreement:**
Collective Agreement for the Textile Care Industry;
2. **Employer:**
the employer as referred to in Article 1 paragraph 3 of the Collective Agreement;
3. **Employee:**
the employee as referred to in Article 1 paragraph 4 of the Collective Agreement;
4. **T&D Fund:**
Training and Development Fund Foundation for Linen Rental and Laundry Firms and Textile Cleaning Firms;
5. **Payment Regulations:**
Payment Regulations of the T&D Fund;
6. **Board:**
the Board of the T&D Fund;
7. **Provider:**
The training institution that organises and provides training courses on the instructions and at the expense of the T&D Fund;
8. **Recognised training course:**
training course regarding which the Board has determined in accordance with Article 2 of these regulations that it is eligible for an allowance for an employee and/or employer;
9. **Raltex:**
the foundation Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms;

ARTICLE 2
Allowance for an employer and/or employee

1. By or on behalf of the T&D Fund, an employer can be granted an allowance to help cover the costs arising from the participation by an employee in the employer's service in a training course that is eligible for this.
2. By or on behalf of the T&D Fund, an employee can be granted an allowance for participating in and/or passing a training course that is eligible for this.
3. The Board will determine annually:
 - a. For which training course(s) an allowance will be granted;
 - b. The amount of the allowance;
 - c. The maximum number of employees to whom the allowance will be granted;
 - d. Further conditions for granting the allowance.

4. What has been determined in accordance with paragraph 3 will be set out in the Payment Regulations.

ARTICLE 3 **Recognised training course**

1. A training institution or employer that provides training courses for employees can request the Board to designate one or more training courses as recognised training courses;
2. Designation as referred to in paragraph 1 must be applied for by sending in forms for which the Board has adopted models, enclosing the documents necessary in the opinion of the Board.
3. Based on an application referred to in paragraph 2, the Board will take a decision within two months at most. This period can be extended once only by two months.
4. If the Board has not taken a decision within this period, or has not handled this application in a different way, it can then be deemed to have been rejected.
5. In the decision, the Board will take into consideration e.g. the nature, duration, quality and costs of the training course and the target group on which the training course focuses.
6. The applicant will be informed of the decision in writing.
7. If the Board complies with the request wholly or partially, paragraph 3 and paragraph 4 of Article 2 will apply.

ARTICLE 4 **Reimbursement of the provider's costs**

1. The Board of the T&D Fund will determine annually:
 - a. If and if so, which training course or courses will be organised and provided on the instructions and at the expense of the T&D Fund;
 - b. Which training institution(s) will provide the training course(s) on the instructions of the T&D Fund;
 - c. The amount of the course fees to be charged by the provider of the course(s) to the employer and/or employee;
 - d. The amount of any allowances to be granted to the employer and/or employee and the conditions under which they are granted;
 - e. The course volume: the maximum number of courses to be provided or the maximum number of employees that will participate in the course(s).Further conditions under which the courses are provided.
2. After the Board has approved the activities plan and cost budget presented by the provider, a collaboration agreement will be concluded with the provider, in which conditions are set for the provision of the activities and the way in which and under what conditions an advance on the costs will be paid.
3. If, without prior written permission from the Board, the provider does not carry or has not carried out, or has only partially carried out activities or does not carry or has not carried them out in the agreed manner, the Board can reclaim all or part of the advance payments.
4. One month at the latest after the calendar year to which the costs relate has ended, the provider must submit a so-called final account in accordance with what is stipulated regarding this in the

collaboration agreement, accompanied by a statement audited by a registered accountant or accounting consultant with certifying authority of how the funds were spent.

5. The provider will be obliged at all times to provide the Board with all data and information the Board considers necessary or desired.
6. After the Board has approved the documents referred to in paragraph 4, a final settlement will be made on the basis thereof.

ARTICLE 5
Unforeseen cases

The Board will decide in unforeseen cases, provided this does not constitute acting contrary to these Regulations.

ARTICLE 6
Entry into effect

These Regulations entered into effect on 1 January 2002.

APPENDIX 12
Monitoring Regulations of the Raltex Board

Article 1
DEFINITIONS

1. Raltex: Council for Labour Relations in Linen Rental and Laundry Firms and Textile Cleaning Firms.
2. Collective Agreement: Collective Agreement for the Textile Care Industry.
3. Board: Board of Raltex.
4. Inspector: the organisation designated by the Board to monitor compliance with the Collective Agreement.
5. Employer: any natural or legal person who runs a company as referred to in Article 1 paragraph 1 and paragraph 2 of the Collective Agreement for the Textile Care Industry.

Article 2
MONITORING COMPLIANCE WITH THE COLLECTIVE AGREEMENT

1. Under its articles (Article 50 paragraph 4c of the Collective Agreement), the Board is charged with monitoring compliance with the Collective Agreement.
2. The Board carries out such monitoring, among other things, by conducting inspections.
3. The Board can delegate the monitoring to an inspector designated to that effect.
4. The employer must cooperate with the monitoring at all times.

Article 3
CHECKS

1. The checks to be carried out by the Board must contain enough safeguards.
2. In case of a well-founded suspicion of non-compliance with the Collective Agreement, the Board can conduct a check. The Board determines when there is such a suspicion, and can set further rules to that effect.
3. The check or recheck can consist of:
 - a. a check in the form of an inspection at the employer's office
 - b. a written investigation whereby the employer provides documents to be indicated at a later date to the inspector.
4. Prior to the check or recheck, the Board will inform the employer of the sections or articles of the Collective Agreement to be checked and during which period compliance with the Collective Agreement will be monitored.
5. On-the-spot checks can take place only with the employer's consent. When an on-the-spot check is conducted of the employer, the employer must be notified at least 4 weeks before the start of a check that an investigation will take place.
6. The inspector must announce its checks to the employer in writing, stating the date and place of the investigation.
7. If the inspector conducts a written investigation, the employer must clearly be informed of which data it must make available to the inspector within what period.
8. The employer will be given the opportunity to respond to the outcomes of the check.
9. The inspector must record the performance of the check and its outcomes in writing and provide this record to the Board.

Article 4
GRAVITY AND IMPUTABILITY OF VIOLATIONS

1. The Board can set further rules relating to determining the imputability and gravity of violations of the Collective Agreement.
2. The Board will assess the gravity and imputability of violations of the Collective Agreement discovered during the check.

3. The Board will inform the employer within a period three months after the end of the check of the outcomes of this check or recheck and its opinion on compliance with the provisions of the Collective Agreement.

Article 5 **RECHECKS**

1. If the degree of imputability and gravity gives cause to do so, the Board can decide to have a first recheck conducted.
2. Depending on the outcome of a first recheck, the Board may decide to have a second recheck conducted.
3. In case of a recheck, the procedural aspects as referred to in Article 3 of these Regulations will also apply.

Article 6 **COSTS OF RECHECKING**

1. The direct costs of one or more rechecks will be passed on by or on behalf of the Board to the employer concerned. The costs of a recheck will be determined annually by the Board. The amount for 2011 is set at €511.00 exclusive of VAT per recheck.
2. The employer must pay the costs of a recheck within a month, counting from the invoice date.
3. If the employer does not comply with the obligation in paragraph 2 of this article, the employer will be in default and will have to pay the judicial and extrajudicial collection costs, all this plus statutory interest.

Article 7 **FLAT-RATE COMPENSATION**

1. The parties to the Collective Agreement for the Textile Care Industry have delegated the authority to bring an action for flat-rate damages to the Raltex Board. If after being given notice of default by or on behalf of the Board, an employer still fails for at least two weeks to provide the administrative documents requested by the inspector, as referred to in Article 3, or provides incorrect information, for that mere fact, he will be obliged to pay flat-rate compensation to the Board. The flat-rate compensation will amount to 5% of the wage bill in the year before the year in which the action as referred to in Article 3 was brought, with a minimum of €2,500.00.
2. The flat-rate compensation will serve to cover the costs incurred by the Board for monitoring compliance with the Collective Agreement and for the proceedings brought.
3. The Board will not have to demonstrate that it has indeed actually sustained the loss to the extent claimed by it.
4. The board can decide not to claim all or part of this compensation if the Board is of the opinion that special circumstances give cause to do so.

Article 8 **SANCTIONS**

1. The parties to the Collective Agreement for the Textile Care Industry have delegated the authority to bring an action for damages - as referred to in Section 15 of the Collective Agreements Act (*Wet CAO*) and Section 3 subsection 4 of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act (*Wet AVV*) - to the Board of Raltex.
2. The Board has the authority to institute an action for damages as referred to in paragraph 1 if, according to the Board, there has been systematic non-compliance with the Collective Agreement. This is the case if, after at least two rechecks, the Board concludes that the employer is not complying with the substance of the Collective Agreement and if the Board concludes that the discovered violations have not been ended after the second recheck.

3. An action for damages as referred to in this article can be instituted two weeks after the employer has been notified in writing of the Board's decision.
4. The Board can decide to publish the institution of the action as referred to in this article.

Article 9
HARDSHIP CLAUSE

In cases in which the application of these regulations would lead to unforeseen unfairness, the Board may take a decision in departure from the provisions in these regulations.

APPENDIX 13

Memorandum of May 7, 2018

Preface

In the CAO protocol, the parties have expressed the wish to modernize the Collective Labour Agreement (CAO). The concept of modernization is broadly defined as: from a better readability and unambiguous language use in the Collective Labour Agreement (CAO), and innovative topics such as sustainable employability, mobility and generation schemes, to the provision of space to jointly make alternative agreements at a decentralized level. The first topic that the parties have agreed on concerns the working hours.

The question the CAO parties have set in this respect is the following: In what way can employers and employees reach agreements on decentralized (company) level in the area of working time arrangements that better meet the needs of companies in order to respond optimally to job offers and the wish of employees to organize their work according to their own wishes (predictability, good work-life balance).

It is clear to the CAO parties that this question can only be answered if there are mature employment relationships, characterized by enough participation and an equal level of joint decision making. Only then the outcome of this dialogue will lead to a sufficiently flexible working hours model on the one hand, and enough security for all parties on the other.

There is no need to elaborate the content of the agreements extensively, because that would imply a restriction of the possible optimization. The ambition of the social partners is to draft clear preconditions with room for each other's needs and wishes.

Modernization project

The aim of the project is to gain experience based on working hours by making new agreements on employment conditions at a decentralized level. It has been decided to acquire this experience in the form of pilot programs. These pilots are always voluntary, which means that pilots only take place in companies where employees like to work at other times against the exchange of surcharges. In circumstances where this wish does not apply to the employees, these pilots are therefore not started.

Companies can submit a proposal to Raltex regarding a new set of rules. Raltex then judges the submitted proposal, assesses the manner in which the proposal has been drawn up, and checks whether the framework of employment conditions is met. This test is carried out before the start of the pilot but can also be repeated during the course of the pilot. Based on this interim review, Raltex has the right to withdraw the pilots.

The following rules have been drafted for the pilots. In view of the purpose of the project - room to make agreements at a decentralized level - this approach has been deliberately chosen.

Conditions for participation in the pilot:

1. In case of participation in the pilot, the operational management must be relatively stable (i.e. no reorganization, or a foreseen sharp cut down or expansion). Participation in the pilot may also not be used to enable the closure of another business unit. Participating parties should explain this in their application.
2. The formal application for participation in the pilot is submitted by the organization with the consent of the formal representatives of the staff (Works Council (OR) or the Staff Representation (PVT)). A more detailed description of the application procedure is included in the appendix.
3. The Works Council (OR/ PVT) only give her consent after it has been demonstrated that at least 75% of the employees of the participating component agree to participate in the pilot. This can be done, for example, by anonymous voting. A format for this purpose is included in the appendix. If there is no Works Council (OR/ PVT) in the company, the organization concerned cannot participate. The voluntary participation in the pilot must also be insured at the level of the individual employee. Employees who do not want to participate in the pilot can work on their own department, but are placed outside the pilot or, for example, during the term of the pilot, in another department. This happens after proper consultation with the employees involved.
4. The pilot will have a minimum duration of 9 months and a maximum duration of 12 months. An alternative term can be agreed with the consent of Raltex.
5. During the term of the pilot, a replacing regulation concerning employment conditions must be drafted which is guaranteed in the CAO Textile Care (CAO Textielverzorging). This is offered to Raltex by the employer with the written consent of the OR/ PVT.
6. The following preconditions apply here:
 - a. In case the proposal provides for a scheme whereby surcharges for working at special hours are cancelled, the employee who voluntarily participates in the pilot, will be compensated for the cancellation of these allowances for work at special hours and receive a monthly allowance equal to the average of the surcharges per month, calculated over the past 12 months, counting from two months before the start of the pilot;
 - b. Employees working in the participating part of the organization are bound to participate in the pilot, unless participation in the pilot (for social or medical reasons) cannot reasonably be required of the employee.
 - c. The employee who has not been scheduled, on a voluntary basis, for an uninterrupted period of at least 6 months, and who has received compensation that is 10% lower compared with the amount that he should have received with the CAO surcharges over the hours worked, receives a retroactive compensation over a period of at least 6 months, also valid for the follow-up period.
7. The employee who recently joined the company and participates in the pilot receives 25% of the average compensation of all participating employees from the organization as compensation for special hours.
8. The application shall state at least when and how work schedules are made known and how employees can influence the work schedules. The starting point is that this influence is in line with the concept of self-scheduling, which means that the employees can make their preferences known in good time before the work schedule is published, and adjust these preferences in consultation with other employees with similar jobs, or that he/ she is supported by an automated scheduling program, with shift-picking and/ or pre-sets, etc.

9. The employer is obliged to have a baseline measurement taken with the application before participation. The following profit benchmarks must be found in the baseline measurement:
 - a. satisfaction employer - employee - planner
 - b. absenteeism (short-term)
 - c. number of appeals to higher compensation + height
 - d. type of model choice
 - e. efficiency in time planning
 - f. efficiency in flexible deployment
 - g. course (from organizational unit to internal/ external) + cause
 - h. disturbances of the schedule after publishing schedule
 - i. number of violations Working Hours Act (Arbeidstijdenwet; ATW)
 - j. number of violations CAO working hours
 - k. number of violations new regulation working hours
 - l. total volume compensation surcharges

The application takes place on the basis of a format drafted by Raltex. This also includes the extent to which the employer can call on external experts made available by Raltex. The starting point is and remains that the company is responsible for the content of its application. Raltex can be assisted by external experts when assessing the application.

10. The organization must submit a substantive report to the Raltex, at least halfway through the term and at the end of the pilot, to evaluate the course of the pilot.
11. The participating organization is supervised by external experts who are made available by Raltex. If desired, the employee organizations will be allowed access the work floor in consultation with the employer.
12. The possibility of participation in the pilot and the interim termination possibility will be specifically included in the Collective Labour Agreement (CAO), in such a way that participation and termination are sufficiently guaranteed in the Collective Labour Agreement under influence of the General Binding Statement (Algemeen Verbindendverklaring; AVV).

Conditions for participation in the pilot:

13. In case of participation in the pilot, the operational management must be relatively stable (i.e. no reorganization, or a foreseen sharp cut down or expansion). Participation in the pilot may also not be used to enable the closure of another business unit. Participating parties should explain this in their application.
14. The formal application for participation in the pilot is submitted by the organization with the consent of the formal representatives of the staff (Works Council (Ondernemingsraad; OR) or the Staff Representation (Personeelsvertegenwoordiging; PVT)). A more detailed description of the application procedure is included in the appendix.
15. The Works Council (OR/ PVT) only give her consent after it has been demonstrated that at least 75% of the employees of the participating component agree to participate in the pilot. This can be done, for example, by anonymous voting. A format for this purpose is included in the appendix. If there is no Works Council (OR/ PVT) in the company, the organization concerned cannot participate. The voluntary participation in the pilot must also be insured at the level of the individual employee. Employees who do not want to participate in the pilot can work on their own department, but are placed outside the pilot or, for example, during the term of the pilot, in another department. This happens after proper consultation with the employees involved.
16. The pilot will have a minimum duration of 9 months and a maximum duration of 12 months. An alternative term can be agreed with the consent of Raltex.
17. During the term of the pilot, a replacing regulation concerning employment conditions must be drafted which is guaranteed in the CAO Textile Care (CAO Textielverzorging). This is offered to Raltex by the employer with the written consent of the OR/ PVT.
18. The following preconditions apply here:
 - d. In case the proposal provides for a scheme whereby surcharges for working at special hours are cancelled, the employee who voluntarily participates in the pilot, will be compensated for the cancellation of these allowances for work at special hours and receive a monthly allowance equal to the average of the surcharges per month, calculated over the past 12 months, counting from two months before the start of the pilot;
 - e. Employees working in the participating part of the organization are bound to participate in the pilot, unless participation in the pilot (for social or medical reasons) cannot reasonably be required of the employee.
 - f. The employee who has not been scheduled, on a voluntary basis, for an uninterrupted period of at least 6 months, and who has received compensation that is 10% lower compared with the amount that he should have received with the CAO surcharges over the hours worked, receives a retroactive compensation over a period of at least 6 months, also valid for the follow-up period.
19. The employee who recently joined the company and participates in the pilot receives 25% of the average compensation of all participating employees from the organization as compensation for special hours.
20. The application shall state at least when and how work schedules are made known and how employees can influence the work schedules. The starting point is that this influence is in line with the concept of self-scheduling, which means that the employees can make their preferences known in good time before the work schedule is published, and adjust these preferences in consultation with other employees with similar jobs, or that he/ she is supported by an automated scheduling program, with shift-picking and/ or pre-sets, etc.

21. The employer is obliged to have a baseline measurement taken with the application before participation. The following profit benchmarks must be found in the baseline measurement:
- a. satisfaction employer - employee - planner
 - b. absenteeism (short-term)
 - c. number of appeals to higher compensation + height
 - d. type of model choice
 - e. efficiency in time planning
 - f. efficiency in flexible deployment
 - g. course (from organizational unit to internal/ external) + cause
 - h. disturbances of the schedule after publishing schedule
 - i. number of violations Working Hours Act (Arbeidstijdenwet; ATW)
 - j. number of violations CAO working hours
 - k. number of violations new regulation working hours
 - l. total volume compensation surcharges

The application takes place on the basis of a format drafted by Raltex. This also includes the extent to which the employer can call on external experts made available by Raltex. The starting point is and remains that the company is responsible for the content of its application. Raltex can be assisted by external experts when assessing the application.

22. The organization must submit a substantive report to the Raltex, at least halfway through the term and at the end of the pilot, to evaluate the course of the pilot.
23. The participating organization is supervised by external experts who are made available by Raltex. If desired, the employee organizations will be allowed access the work floor in consultation with the employer.
24. The possibility of participation in the pilot and the interim termination possibility will be specifically included in the Collective Labour Agreement (CAO), in such a way that participation and termination are sufficiently guaranteed in the Collective Labour Agreement under influence of the General Binding Statement (Algemeen Verbindendverklaring; AVV).

APPENDIX 14

Assessment system Raltex

Preface

We are constantly engaged in assessing; every day. We form opinions about anything and everything. Sometimes we do express our opinion, but often we also keep it to ourselves.

But when we are assessed about our work, our achievements, it suddenly becomes a less non-committal affair. Especially if there are also consequences attached to it. Then it's no longer a matter of not wanting to share the justification of the assessment with the person whose work has been assessed. Appreciation, remuneration and promotion do touch us very directly. (...)

Employees are entitled to an assessment of their performance that is as objective as possible.

Managers have the right to the best possible support in forming an opinion.

That is why, working with assessments in companies, systems are created that meet these rights of employees and managers.

What does the organization want to achieve with the assessment?

In general terms it can be stated that most organizations use the assessment of the performance of the employee for:

- Conducting of behaviour, personal development and/ or performance
- Underpinning wage differentials
- Combinations these goals

In the Collective Labour Agreement (CAO) for linen rental, laundry and textile cleaning companies, it's possible to allocate differentiated salary increases on the basis of assessment. The first goal for a possible rating system for companies in these sectors is thus determined:

- Underpinning wage differentials,

Within this objective, it can still be decided, on the basis of certain aspects, that more or less compensation will be given. Is it certain behaviour or do certain achievements lead to an increase in wage? This also shows the second objective:

- Conducting of behaviour, personal development and/ or performance

What kind of behaviour and performance are reason for an extra remuneration will have to be decided at company level.

In order to ensure that an assessment system can be set up in a more or less unambiguous way for companies in relevant sectors, which still meets the company's own wishes and possibilities, a modular assessment system has been developed.

The system is practical and easy to apply. The choice of the criteria on which employees are assessed during the assessment period is largely free. These are determined at company level, depending on the course of the company.

You will find this modular assessment system in the underlying documentation.

The documentation consists of:

- A collection of assessment criteria, with definitions that can be chosen per company.
- Instructions for making choices from the available criteria.
- Method for concluding a (overall) result.
- Elaboration of the criteria into assessment levels.
- Regulation assessment and rewarding.
- Model objection procedure.
- Assessment form (modular).
- Example of the processing of assessment results.
- Implementation tool in the form of a series of possible activities.
- Some tips and pitfalls when assessing.

Assessment system

Collection of available assessment criteria.

For the purpose of compiling assessment systems for assessing employees in the companies within the relevant branches, a collection of potentially applicable criteria has been drafted. From this collection a choice can be made, within certain preconditions, to form a business set with assessment criteria.

The total collection is divided into five categories. Each category consists of five criteria from which can/ should be chosen.

The categories are:

- Functional competence
- Productivity
- Quality
- Development
- Managing capacity

It will be clear that the latter category is only intended for staff members whose work contains a leadership element.

Enumeration - pr category - of the criteria from which can/ should be chosen.

| | |
|------------------------|--|
| Category: | Functional competence |
| Qualification: | Compulsory inclusion in the selection of criteria |
| Maximum amount: | 2 |
| Assessment criteria | Description |
| Employability | The extent to which the staff member can be deployed directly at various workspaces that belong to the job. |
| Independence | The extent to which the staff member needs more or less assistance and supervision than required by the job. |
| Professional knowledge | The extent to which the staff member makes use of specific knowledge in resolving issues that arise during the work. |
| Ability to act | The extent to which the staff member has more or less dexterity (including accuracy and speed) in performing functionally required physical movements and actions. |
| Social skills | The degree to which the staff member possesses the functional skills required for communication: collaboration, consultation, reporting, instruction, etc. |

| | |
|---------------------|---|
| Category: | Productivity |
| Qualification: | Compulsory inclusion in the selection of criteria |
| Maximum amount: | 2 |
| Assessment criteria | Description |
| Work pace | The extent to which the speed of working (for example, performing actions, deciding, moving) of the staff member deviates from the normal, that is the most common speed. |

| | |
|-------------------------------|--|
| Work organization/ efficiency | The degree to which the staff member succeeds in organizing his work efficiently within the space that the function provides for it. |
| Result | The extent to which the activities of the staff member yield more or less than the standardized quantities. |
| Effort | The extent to which the willingness of the staff member deviates from the normal, the most common. |
| Cost awareness | The extent to which the staff member allows the choices in his work to be influenced by financial consequences. |

| | |
|------------------------|---|
| Category: | Quality |
| Qualification: | Compulsory inclusion in the selection of criteria |
| Maximum amount: | 2 |
| Assessment criteria | Description |
| Faults | The extent to which the staff member succeeds in performing his work faultlessly. |
| Accuracy | The degree to which the staff member succeeds in realizing the functional and required discipline and accuracy of work. |
| Order and cleanliness | The extent to which the staff member adheres to rules and keeps his workplaces more or less clean and tidy than required by the relevant company standards. |
| Safety and environment | The extent to which the staff member allows the choices related to his work to be influenced by the consequences for the safety of himself, others and the environment. |
| Quality awareness | The extent to which the staff member allows the choices related to his work to be influenced by the consequences for the quality of his product or service. |

| | |
|---------------------------|--|
| Category: | Development |
| Qualification: | Compulsory inclusion in the selection of criteria |
| Maximum amount: | 2 |
| Assessment criteria | Description |
| Initiative | The degree to which the staff member takes steps, of his own initiative, to improve the work or its functioning. |
| Inventiveness | The extent to which the staff member devises new or innovative solutions to issues related to the work. |
| Willingness to change | The extent to which and the speed at which the staff member makes changes to the work situation. |
| Attitude towards learning | The extent to which the staff member is admissible to learning to master theoretical and/ or practical knowledge that is new to him. |
| Overview | The extent to which the staff member translates changes in sub-activities into his functioning in the business process as a whole. |

| | |
|--------------------------|---|
| Category: | Leadership |
| Qualification: | Compulsory inclusion for positions with managerial responsibilities |
| Maximum amount: | 2 |
| Assessment criteria | Description |
| Organizing | The extent to which the manager allocates tasks and assignments, so the employees can realize the agreed goals. |
| Motivating | The extent to which the manager succeeds in inducing his employees to carry out their duties in accordance with the set company standards and values. |
| Team orientation | The extent to which the manager takes into account the individual and collective wishes and needs of those who are under his supervision. |
| Decisiveness | The extent to which the manager is timely and clear about the decision-making process for himself and his employees. |
| Responsibility awareness | The extent to which the manager shows responsibility for the part of the organization entrusted to him. |

Directions for making choices from the available criteria for an organization/ business unit/ department.

Validity of criteria

The package of criteria that will be used for the company's assessment system will be the same for a certain period of time for an entire organization or larger part of it.

In this context, the term 'organization' can therefore be understood to mean a unit of a larger company or concern. The set of assessment criteria can vary within a company for certain departments. If there is a reason to work within a company with differences in the package of assessment criteria for different departments, it must be ensured that this does not lead to an imbalance in the assessments and that the required extra administration not outweighs the expected added value.

The time span for assessment is preferably one year.

At the beginning of the year, the criteria must be known to everybody involved.

For the next assessment period of one year, a different/ modified package of criteria can be chosen. Of course, the provisions of the regulations concerning the agreement about the choice of criteria always apply.

Number of criteria

The above tables indicate whether a mandatory choice must be made from a certain category of criteria. They also state how many criteria may be chosen from a category.

In the table below, the minimum and maximum number of criteria for management and non-management functions are summarized.

| Category | Function with managing activities | | Function without managing activities | |
|-----------------------|-----------------------------------|----------------------------|--------------------------------------|----------------------------|
| | Minimum number of criteria | Maximum number of criteria | Minimum number of criteria | Maximum number of criteria |
| Functional competence | 1 | 2 | 1 | 2 |
| Productivity | 1 | 2 | 1 | 2 |

| | | | | |
|-------------|---|----|---|---|
| Quality | 1 | 2 | 1 | 2 |
| Development | 0 | 2 | 0 | 2 |
| Leadership | 1 | 2 | 0 | 0 |
| Total | 4 | 10 | 3 | 8 |

For positions with and without management activities, which occur in one domain for which a certain set of assessment criteria applies, the criteria chosen from the categories Functionality, Productivity, Quality and possibly Development must be the same.

Within the maximum number of criteria, also referred to in the regulations, it is advisable to keep the actual number rather lower than higher.

Accents in the choice

No different weights are assigned to the criteria.

In order to give a certain category a greater emphasis in the company assessment system, you may choose two criteria from a specific category and one criterion from the other categories.

Related criteria

Some criteria within a category have more affinity with each other than others. In the Productivity category, for example, Work pace and Result are more closely related than Work pace and Cost awareness. In the Quality category, the criteria of Errors and Accuracy are more in line with each other than Errors and Safety and the environment. Although the criteria are defined in a distinctive way, it is recommended that only one of the related criteria is included in the selection for the company assessment system in such a relationship.

Relationship with business strategy/ department policy

The most determining factor for the selection of a criterion stems from the position and the course of the company or part thereof. It concerns the aspects which are important in order to maintain or improve the energy of the employees on the place it must be focused, in accordance with the company strategy or in the business or departmental policy.

Making the relationship, between the objectives associated with the strategy and policy and the (criteria of the) assessment system, clear to everyone involved is a prerequisite for a successful use of the system.

A few examples:

- A company that wants to expand might want to include criteria from the development category in its selection.
- A department, for example, that wants to increase its quality, chooses the criteria Errors and Quality awareness.
- A company that wants to improve its result will mainly choose from Productivity matters such as Result and Cost awareness.

Concluding an (overall) result.

Assessment scale

The employees are assessed on each of the chosen and applicable criteria according to a three-point scale. The assessment may be:

- Moderate
- Good
- Excellent

Assessment process

In case of a conclusion of an assessment other than 'Good', the person who assesses will motivate his assessment in writing. There is room for this purpose in the assessment form.

Looking at larger numbers of assessments, the majority of the assessments will be 'Good'.

When evaluating multiple staff members, the consistency of the judgement is encouraged by doing this as much as possible in one session. Also, a test for consistency after a first assessment round (possibly with/ from several assessing staff members) followed by possible corrections, encourages the unambiguous application of the system.

Special attention is to be paid to the person who assesses in situations in which a lot of divergent and extreme assessments seem to apply to an employee (Moderate and Excellent on many criteria). The intended attention should then focus on:

- The question of whether the staff member actually functions in such a diverse way (it remains a single person), or whether the interpretation of the description (of the scale) of the criteria needs to be adjusted by the assessor.
- The argumentation of these divergent assessments if the assessments prove to be indeed correct.

Score

In order to conclude an overall result, a value is assigned to these assessment gradients.

This is done in the following way:

| Result | Value |
|-----------|-------|
| Moderate | 1 |
| Good | 2 |
| Excellent | 3 |

Determination of an overall result

After the assessment, the values for all the criteria used are added up.

The sum is divided by the number of criteria used. (The average score is calculated.)

The quotient found is rounded to an integer according to the applicable rounding rules.

(The first decimal place, regardless of the following figures, determines the completion: 4 rounding down, 5 rounding up.)

The number thus obtained (1, 2 or 3) determines the overall result, although a number of conditions apply. A tripartition is also used for the overall result, in the same wording as for the criteria.

In the following table this is summarized.

Table for conversion of the overall result.

| Rounded quotient (sum of values per criterion/ number of criteria) | Overall result | Exceptions |
|--|----------------|--|
| 1 | Moderate | |
| 2 | Good | • Except if half or more than the half of the criteria the judgment is Moderate (value 1). |

| | | |
|---|-----------|--|
| 3 | Excellent | • Except if a third or more than one third of the criteria the judgment is Moderate (value 1). |
|---|-----------|--|

If the conditions mentioned under the Exceptions column are not met, then the overall result of one degree lower is applicable.

Examples

Some calculation examples for clarification purposes:

| Example 1 | | Example 2 | | Example 3 | |
|----------------|-------------|-----------|---------------------------------|-----------|-------------|
| Criterion | Score | Criterion | Score | Criterion | Score |
| A | 2 | A | 1 | A | 3 |
| B | 1 | B | 3 | B | 2 |
| C | 1 | C | 1 | C | 3 |
| D | 3 | | | D | 2 |
| E | 2 | | | E | 2 |
| F | 2 | | | | |
| G | 1 | | | | |
| Average | 12/7=1,71 | | 5/3=1,67 | | 12/5=2,4 |
| Rounded | 2 | | 2 | | 2 |
| Overall result | Good | | Moderate (2x score 1) | | Good |

Method of linking overall result to remuneration.

The possibilities for the differentiation of the remuneration based on the results of the assessment process with the aid of the assessment system are currently limited to half a periodical per year.

The three possible grades for the overall result can be linked to the pay gap of half a periodical in the following way (periodical size is 1%):

| Overall result | Periodic increase based on assessment |
|----------------|---------------------------------------|
| Moderate | 0 % |
| Good | 0,25 % |
| Excellent | 0,5 % |

Elaboration of the criteria into assessment levels.

A description per assessment level is shown below for all criteria. The criteria are again clustered by category.

Further elaboration per company is possible

Further adjustment of the criteria is still possible, but this must be given shape according to the situation in the company.

This involves making the interpretations quantitatively more concrete in the following descriptions.

A few *examples* illustrate clearly what this means:

In the description of 'Moderate' under the criterion 'Employability' is stated:

'long application period' and 'all workspaces that belong to the job'.

The latter can be appointed from company to company and from function to function, but also the extensive application period can be made more concrete by assigning a time span of, for example, 4 or 8 hours.

With the description 'Good' under the same criterion, the concept of 'limited application period' can be concretised to, for example, 1 or 2 hours.

In the texts, a number of terms, which may be eligible for such a concretization per company, are shown in *italic*.

Often, these are things that have to do with times, frequencies or quantities, and terms that are provided with adjectives that can be explained by practical examples.

Even where there are business rules and standards, these can be described explicitly, if this has not yet been done.

Functional competence

| Criterion | Moderate | Good | Excellent |
|-------------------------------|--|---|--|
| Employability | Even after a <i>long application period</i> , he cannot be deployed at all workplaces with the <i>functionally required degree of independence that belongs to the job</i> . | Can be deployed fully after a <i>limited application period at almost all workplaces</i> with the <i>functionally required degree of independence that belongs to the job</i> . | Is at all times direct and fully employable to <i>all workplaces</i> that belong to the job with the <i>functionally required degree of independence that belongs to the job</i> . |
| Independence | Often asks for help and needs <i>regular</i> adjustments and extra instructions. | Performs all tasks without assistance and adjustment and only needs support in <i>difficult</i> or new <i>situations</i> . | Solves the problems himself under <i>difficult circumstances</i> ; returns feedback on the chosen solution. |
| Professional knowledge | Knows little of the profession and is insufficiently experienced to recognize and solve <i>common problems</i> . | Mastered the profession and utilized the experience gained in solving the <i>day-to-day problems</i> . | Is an expert in his field and uses this knowledge and insights to solve problems and prevent them in the future. |
| Ability to act | Performs the necessary actions and movements with a <i>striking degree of awkwardness</i> . | Performs the necessary actions and movements with normal (i.e., most common) dexterity. | Performs the necessary actions and movements with a <i>remarkably high degree of dexterity</i> . |
| Social skills | Communicates stiff or irritates unnecessarily: works unfunctionally sequestered or distracts others unnecessarily. | Maintains the functionally required contacts and communicates correctly, all in accordance with the <i>company standards</i> . | Usually strikes the right tone (also in conflicts); uses contacts and communication as a means of improving work. |

Productivity

| Criterion | Moderate | Good | Excellent |
|--------------------------------------|---|---|---|
| Work pace | Almost always works at a pace that is too slow and therefore does not meet the <i>company standard</i> ; assignments are <i>regularly finished late</i> and/ or the amount of work done is less than that of most other colleagues. | Works at normal pace; the result is that the work is generally completed on time and/ or that the amount of work completed is the same as that of most other colleagues. | Almost always works at a very high pace, which means that the work is often <i>done early</i> and/ or that the amount of completed work is usually higher than that of most colleagues. |
| Work organization/ efficiency | Does not oversee the amount of work to be performed <i>in the short term</i> and thus disturbs the workflow <i>from time to time</i> . | Presents daily priorities for himself and divides the work so the result is in balance with the efforts. | Sets priorities over a <i>longer term</i> , and, if necessary, aligns the work (method) with others, so the results are high, and the efforts are low. |
| Result | Delivers <i>considerably too little</i> work, both qualitatively and quantitatively, in accordance with the <i>company standards</i> . | Delivers qualitatively and quantitatively <i>enough</i> work, in accordance with the <i>company standards</i> . | Completes <i>considerably more</i> work, both qualitatively and quantitatively, in accordance with the <i>company standards</i> . |
| Effort | Is <i>considerably less</i> willing to make an effort regarding his work than is considered normal in accordance with the business standard. Is not very much involved. | Acts in accordance with the normal, that is, the most common; is willing to make an effort for the work; is loyal. | Produces significantly more than normal, i.e. the most common; is willing to make an effort for the work. Is almost a show-off. |
| Cost awareness | Is hardly aware of the <i>influenceable costs</i> in his working environment and must be alerted from <i>time to time</i> to avoid wastage. | Shows, <i>from time to time</i> , by expressions, actions and choices that he realizes that the operational management entails costs that can be influenced by staff members. | His way of working is <i>usually strongly</i> influenced by the realization that there are costs involved; consciously looks for opportunities for savings. |

Quality

| Criterion | Moderate | Good | Excellent |
|-----------|----------|------|-----------|
|-----------|----------|------|-----------|

| | | | |
|-------------------------------|--|--|--|
| Faults | Continually makes <i>too many culpable mistakes</i> ; the staff member does not adequately check his/her own work. | Makes a <i>normal number of culpable errors</i> ; the staff member checks his own work sufficiently. | Only makes an <i>exceptionally culpable error</i> , which is also discovered and corrected by the staff member himself. |
| Accuracy | Does not see deviations quickly and is also <i>regularly</i> distracted under normal circumstances; the work sometimes has to be done again because it does not meet the <i>quality requirements</i> . | Works accurately and cannot be distracted under normal circumstances, so the result meets the <i>quality requirements</i> . | Has an eye for detail and can even concentrate in hectic situations; the work is generally of very high quality. |
| Order and cleanliness | Does <i>not always</i> adhere to the <i>business rules</i> , only organises his workplace after insistence and only cleans when commissioned. | Adheres to the <i>business rules</i> , ensures that the workplace is <i>regularly</i> clean and tidy. | Follows the <i>business rules</i> with an exemplary discipline, and almost always has the workplace as a model of cleanliness and orderliness. |
| Safety and environment | <i>Does not always take safety and environmental instructions seriously</i> ; works also under <i>irresponsible safety and environmental conditions</i> . | Follows <i>safety and environmental instructions</i> and identifies risky situations. | Completely follows <i>safety and environmental instructions</i> and anticipates while working to avoid risks for himself and others; suggests improvements to this. |
| Quality awareness | Is hardly aware of the <i>quality aspects that can be influenced</i> in his working environment and must regularly be reminded of quality improvements to be realized. | Shows, from <i>time to time</i> , by expressions, actions and choices that he realizes that the quality of the product or service can be influenced by the staff member. | His working methods are <i>usually and strongly</i> influenced by the awareness that the quality of the product or service is at stake; seeks consciously for opportunities for quality improvement. |

Development

| Criterion | Moderate | Good | Excellent |
|-------------------|--|---|---|
| Initiative | Does not make any proposals to change the course of events with the aim of | Does its utmost by making proposals, from time to time, to change the methods | Is <i>often</i> working to bring himself, his own work and related work to a higher level; also |

| | | | |
|----------------------------------|--|---|---|
| | improving the working methods or their functioning; strength is only to be found in routine; waits until the assignment comes to do something new or to learn something, and only calls in the manager after something has gone wrong. | or his functioning with the aim of improving them; tries things out; does not wait until the assignment comes up, or the business fails, but approaches the management with ideas and threatening problems. | involves others in these generally valuable initiatives; utilizes opportunities for exploratory research, experiments and holds on until it results. |
| Inventiveness | Is not very original in problem solving and falls back on <i>familiar methods</i> ; is quickly satisfied with the situation. | Does not make obvious proposals for solving problems, from time to time; he thinks actively and improvises in a responsible way. | Generates <i>rapidly</i> many new ideas and solutions; couples existing solutions creatively to non-obvious situations; is not limited by the existing. |
| Open to changes | <i>Usually</i> is part of the rear guard when it comes to other working methods; sticks long and tightly to the familiar; needs a push to make a step. | Is open to alternative ways of doing the work; switches quickly after insights in the background of the changed situation and then responds to the new situation. | Is at his best in different and new situations; remains calm in case of unexpected events and then continues to make an efficient contribution; takes the lead in case of changes. |
| Attitude towards learning | Is willing to start learning only after <i>repeated insistence</i> ; has difficulty in mastering the material or the skills and falls back <i>regularly</i> to old methods. | Is willing and able to make new things his own; acquires new knowledge and skills in a normal, i.e. the most common, pace and processes the learned in the daily work. | Is very curious and eager to learn, and only needs to see or read something once to be able to integrate it into his own work. |
| Overview | Has hardly any notion of coherence with a larger whole; only oversees his own area of work and can only distinguish between <i>head and side issues</i> in that area. | Is concerned with the connection between the own work area and the bigger whole of the relevant business process; signals consequences mutually. | Establishes links between his own functioning and <i>virtually all other parts of the business</i> ; considers how this interaction works out for different alternatives and advises on this. |

Managing

| | | | |
|------------------|-----------------|-------------|------------------|
| Criterion | Moderate | Good | Excellent |
|------------------|-----------------|-------------|------------------|

| | | | |
|---------------------------------|---|--|---|
| | | | |
| Organizing | Lets many things just go; intervenes only in case things did go wrong; his work schedule is <i>regularly</i> not met or is only met after a lot of extra work; he does not function properly. | Assigns daily tasks and resources within the acquired planning; the planned amounts are <i>usually</i> met; the (sub) department is functioning normally. | Arranges and distributes the work and resources in the short and longer term on the basis of goals and priorities; the goals are <i>generally</i> achieved in an efficient manner; the (sub) department runs smoothly. |
| Motivating | Hardly inspires the staff; does not listen to what is going on among his colleagues. | Shows interest and listens to employees; follows things and <i>usually</i> gives a good example; helps and stimulates. | People follow him easily because of his clear examples, great interest, intense listening and inspirational coaching. |
| Team orientation | Is collegial and helps if asked by the team, but hardly gives or asks for any feedback. | Involves the team in decision-making where necessary; gives the group interest a high priority; has an eye for imminent conflicts in the team. | Adjusts contributions to the team needs; acts as mentor and member of the team; promotes the team spirit by stimulating mutual bonding and through personal counselling. |
| Decisiveness | Leans strongly on precedents and superiors when making decisions; decisions are <i>often</i> formulated in a general way and <i>sometimes</i> unrealistically; the <i>timeliness of decisions</i> is <i>sometimes</i> at stake. | Decides under normal situations not too early and too late; clearly states what is desired and judges; acts decisively but also consults his superiors. | Knows, also in difficult situations, how to determine what is necessary and oversees the scope of such a decision; creates support for decisions that have been taken. |
| Responsibility awareness | Does what is asked in a marginal way and gives common or bureaucratic answers to questions of accountability; delegates issues too easily to others, including employees. | Realizes, every day, that he is the contact person for his domain; usually provides a good accountability when asked for and delves deeper when answers cannot be given directly; protects his employees within legitimate limits. | Identifies himself with his work as a leader; does not rest until everything that takes place under his control is understood in detail by him and can be explained to the organization; and stands for his employees within legitimate limits. |

Evaluating regulation and remuneration.

Conditions

1. Assessment-dependent remuneration only applies to employees who are employed by the company for at least six months.
2. Within the company, a staff member must be appointed to monitor the process during the implementation of the system. This staff member is also responsible for the archiving of the assessment forms.
3. The present procedures constitute the framework within which the business system must be implemented.

Introduction system

4. The system of assessment-dependent remuneration is linked to the differentiated application of increases of the year of experience as reported in the CAO, Appendix II C.
5. The choice of assessment criteria must be made from the modular assessment system included in the CAO.
6. The assessment system will have at least 3 and at most 10 assessment criteria,
7. At company level, there must be an agreement between the representative bodies (or, pv or trade unions) of the employer and employee on the chosen criteria that constitute the business system.

Performance

8. The assessment for acknowledgement of the annual periodic increase in the context of assessment-related remuneration must take place in the period of six months prior to the date of July 1 of any year.
9. It is the responsibility of the staff member who assesses, to have enough insight into the functioning of the employee to be assessed. If this information does not exist, the assessment must be made by or in the presence of another managing staff member with whom this insight is present.
10. The assessment is recorded on an assessment form (see the relevant chapter in the workbook).
11. The employee to whom the assessment relates may make written comments on the assessment form.
12. The assessment form is signed for approval by the assessor, and for seen by the assessed.

Objection and appeal procedure

13. If the employee concerned objects to the final result of the assessment, he can lodge an objection and appeal procedure.
14. In first instance, the employee concerned may object orally to the assessor against the content of the assessment and/ or the procedures followed that led to the assessment. If the conversation that has taken place with the assessor as a result of this objection does not lead to a satisfactory solution, the employee can register the objection and hand this over to the assessor and his supervisor. They must give the employee a written response to his notice of objection. (see: model objection procedure).
15. If the employee does not agree with this written response, an appeal can be made to Raltex. The appeal can only relate to the procedures followed that led to the assessment. Raltex does not give an opinion on the content of the assessment.

Maintenance system

16. The responsibility for the maintenance of the modular assessment system lies with the social partners united in Raltex.

Model objection procedure

1. The employee will receive the assessment form filled in and approved by the assessor and, if necessary, explained to him.
2. The employee may object orally to the assessor within two weeks after receiving the assessment.
- 3 Then, on the initiative of the assessor, a meeting takes place between the assessor and the employee. This interview must take place within two weeks of making the objection known.
4. If the assessor has stated that he is satisfied with the assessment, the objection phase will end.
5. If the employee states that the interview with the assessor has not led to a satisfactory solution, the employee may lodge an appeal.
6. To this end, the employee must record his/ her objection in writing within two weeks of the last interview and hand it over to the assessor and his supervisor.
7. The assessor and his supervisor discuss the notice of objection in the presence of an employee of P&O (Personnel & Organization). If necessary, an interview takes place between the employee and the supervisor of the assessor, whether or not in the presence of the assessor.
8. Within two weeks after the submission of the notice of objection, the employee will receive a written response from the assessor and his supervisor, possibly supplemented by an oral explanation, whether or not in the presence of P&O.
9. If the employee cannot agree with this written response, an appeal can be made to Raltex. The appeal can only relate to the procedures followed that led to the assessment. Raltex does not give an opinion on the content of the assessment.

Assessment forms

Hereunder you'll find an overview of the available assessment forms.

1. Assessment form
2. Employability
3. Independence
4. Expertise
5. Ability to act
6. Social skills
7. Work pace
8. Work organization/ efficiency
9. Result
10. Effort
11. Cost awareness
12. Errors
13. Accuracy
14. Order and cleanliness
15. Safety and the environment
16. Quality awareness
17. Initiative
18. Inventiveness
19. ingenuity
20. Attitude towards learning
21. Overview
22. Organizing
23. Motivating
24. Team focus
25. Decisiveness
26. Responsibility

Example Summary statement

1. Example of summary statement
2. Summary statement

Implementation appliance.

In order to support shaping of and working with a company assessment system in accordance with the modular assessment methodology associated with the Collective Labour Agreement (CAO) of the sector, a guide is provided below in the form of a list of possible activities to be undertaken. This list has no binding character. The content and sequence of activities for the implementation of an assessment system must be specifically tailored to the operating conditions.

Preparation

1. Check whether the differentiation in remuneration gives added value for the company and its employees.
2. Appointment of the staff member who is in charge of the organization, the monitoring of the process, and the management of the assessment system.
3. Informing stakeholders about the intention to compose an assessment system and, by means of this, assess the performance of employees and reward them differentiated on the basis thereof.

System development

4. Determine which elements of the business strategy are eligible to be brought to the attention of the employees, also by communication through remuneration.
5. Selecting the criteria from the relevant database for the assessment of all employees, taking into account the instructions for making these choices.
6. Selecting the additional criterion or the additional criteria for the managing staff.
7. Select from the set of pages for the composition of an assessment form, the sheets belonging to the selected criteria.
8. If desired, elaborate the selected sheets further at company level of the terms that qualify for this. These are in particular the italicized terms in the level descriptions of the criteria.
9. Establishing an agreement between employer and interested employees (directly or through representative bodies such as Works Council, PV or trade unions) on the (detailed) set of assessment criteria.

Inserting

10. Completing the assessment forms for managers and non-executive staff members by adding a partially completed cover page, the pre-processed summary sheet and the final sheet. Multiply the forms into the required amounts.
11. Informing staff members about the evaluation system developed.
12. Providing cognitive training for assessing management with regard to the system and method of assessment.

If necessary, provide practical skills training of assessing management with regard to assessment and interview skills.

13. Provide managers with assessment forms with a cover sheet that is filled in as much as possible for the employees to be assessed by them.

Executing

14. Managers make a (preliminary) assessment, taking into account the remarks mentioned under 'Procedure to reaching an (overall) result'. If possible, the preliminary assessments of various managers are compared, and details are fed back to the assessing managers. These can possibly adjust their assessments based on this information.

15. Managers conduct an assessment interview per employee. Employees are given the opportunity to express their comments on the issued assessments on the form.

16. The forms are signed and returned to the person responsible for monitoring the assessment process. The assessing manager and the assessed staff member retain a copy of the form.

17. In case the employee does not agree with the final result, the possibility of objection and appeal is open in accordance with the regarding provisions in the regulations.

Aftercare

18. After the assessment round has been completed, a summary of the results can be brought to the notice of the interested employees (directly or through representative bodies such as Works Council, PV or trade unions). The summary should be established in such a way that data on individual assessments can never be derived from this.

19. The system, the set of criteria, the working method (including the level of assessment skills) and the procedural agreements can be evaluated from time to time and lead to additional measures. The information obtained in the previous activity can serve as input.

Once again, an adjusted set of criteria must be agreed between the employer and the employees concerned (directly or through representative bodies such as Works Council, PV or trade unions).

Assessing: Tips and pitfalls.

In the short statements hereunder, you will find some tips and pitfalls. With this knowledge the assessor can benefit assessing employees.

The purpose of the following summaries is mainly to draw attention to possible strong and weak points in the assessment skills. Furthermore, the enumeration can serve as a checklist for and after the assessment.

Tips:

- Record facts during the assessment period.
- Assess calmly.
- Assess based on job content and criteria.
- Assess each criterion individually for all employees.
- Think about improvements in case the result is "moderate"
- Check an assessment afterwards in relation to the pitfalls below
- Check a series of assessments afterwards for consistency.
- In case of disagreement: let the "most controversial issues" rest and discuss the point after one or two weeks again. Think carefully about the points of difference and consider that "cooling down" can pull off miracles.

Pitfalls:

- The influence of the weight of the job requirements is not correctly taken into account in the assessment.
- The assessor has "fear" for extreme results: better or worse does, apparently, not exist.
- The assessor tends too strongly towards the neutral middle ratings: that's safe, no hassle
- The assessor is too accommodating: ah... it was not too bad.
- The assessor can be influenced by prejudices: I always thought that...
- The assessor can be influenced by the opinion of others.
- The assessor forms his opinion too one-sidedly on the first and/ or last impressions of the assessment period.
- The assessor reasons to a certain goal: I think he should score excellent.
- The assessor fears his own position: if I don't have good or excellent employees, I am apparently not OK as a manager.
- The assessor is afraid of disturbing the relationship: but I have to go through with him tomorrow.
- The assessor is of the opinion that his club is the best of the company.
- The assessor cannot break away from previous assessments: someone who was moderate last year cannot be excellent now...
- The assessor is not in a good mood and still wishes to assess.
- The assessor is in a hurry.
- The assessor does not want to make a distinction: that only results in crooked eyes.