

**Collective Bargaining Agreement
for the
Textile Care Industry**

2 January 2022

The parties to the collective bargaining agreement agree that after the expiry of the term of this collective bargaining agreement, 31 December 2022, the collective bargaining agreement will be extended until 1 May 2023 in accordance with Article 61. All provisions of this collective bargaining agreement, with the exception of the fund provisions referred to in Article 61, will therefore remain valid after 31 December 2022.

TABLE OF CONTENTS

TABLE OF CONTENTS	3	
KEYWORD INDEX	5	
Important addresses	7	
Article 1	Definitions	8
Article 2	Nature of the collective bargaining agreement	11
Article 3	Obligations of the parties	11
Article 4	Obligations of the employer	11
Article 5	Obligations of the employee	11
Article 6	Commencement and duration of employment	12
Article 7	Trial period	12
Article 8	Extension of employment/temporary workers	12
Article 9	On-call contracts	13
Article 10	Working hours and work rota	15
Article 11	Business hours	15
Article 12	Work rota in case of part-time early retirement	15
Article 13	Company-specific work rotas	16
Article 14	Shift work	17
Article 15	Mandatory Saturday work before or after public holidays	17
Article 16	Saturdays, Sundays and public holidays	17
Article 17	Termination of employment	18
Article 18	Period of notice	18
Article 19	Job classification	19
Article 20	Working 2 positions	19
Article 21	Pay scales; wage groups	19
Article 22	Application of the pay scales	20
Article 23	Door-to-door salesmen	22
Article 24	Income	23
Article 25	Payment of wages	26
Article 26	Minimum wage	27
Article 27	Overtime	27
Article 28	Working atypical hours in linen rental and laundry companies	28
Article 29	Working atypical hours in textile cleaning companies	29
Article 30	On-call agreements	30
Article 31	Shift work bonus	30
Article 32	Driver's bonus; driver's pass	30
Article 32(a)	Bonus for sterile medical devices (apprentice) employees	31
Article 33	Holiday allowance	31
Article 34	Year-end bonus	31
Article 35	Short-time working allowance	31
Article 36	Years-of-service bonus	32
Article 37	Long-service bonus	32
Article 38	Benefits in the case of incapacity for work	33
Article 38(a)	Sector-specific health and safety catalogue and RI&E	34
Article 39	Death benefit	34
Article 40	Leave	35
Article 41	Extra free hours of leave for senior citizens and young people	37
Article 41(a)	Generation pact	38
Article 42	Leave in the case of incapacity for work	38
Article 43	Unpaid leave	38
Article 44	Parental leave	39
Article 45	Pension accrual during statutory short-term care leave	39
Article 46	Paid absence	39
Article 47	COMMUTING EXPENSES SCHEME	41
Article 48	Company consultations/employment security	42
Article 49	Industry consultations	43
Article 50	RALTEX (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses)	44
Article 51	O&O Fonds (Training and Development Fund for Linen Rental and Laundry	

	Companies and Textile Cleaning Companies Foundation)	45
Article 52	Financing of sector organisations	46
Article 53	Pension fund	46
Article 54	Expired	46
Article 55	Trade union provisions	47
Article 56	Combating undesirable behaviour in the workplace	47
Article 57	Complaints procedure for systematic non-compliance with the provisions of the collective bargaining agreement	48
Article 58	Deviating conditions	48
Article 58(a)	Further terms and conditions of employment for participation in the modernisation pilot	48
Article 59	Interim changes	49
Article 60	Raltex reimbursement	49
Article 61	Term	49

Appendix 1	Job classification	50
Appendix 2	Appeals procedure for job evaluation	54
Appendix 3	Protocol collective bargaining agreement for the textile care industry	55
Appendix 3(a)	Statutory forms of leave	57

The following appendixes can be downloaded from www.raltex.nl

Appendix 4	Articles of the Stichting Raad voor Arbeidsverhoudingen voor de Linnenverhuur- en Wasserijbedrijven en voor Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses Foundation)
Appendix 5	Regulations of the Stichting Raad voor Arbeidsverhoudingen voor de Linnenverhuur- en Wasserijbedrijven en voor Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses Foundation)
Appendix 6	The Raltex Binding Opinion Procedure Regulations
Appendix 7	Complaints Procedure for Systematic Non-Compliance with Collective Bargaining Agreement Provisions
Appendix 8	Complaints procedure for preventing and combating undesirable behaviour
Appendix 9	Articles of the Stichting O&O Fonds (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation)
Appendix 10	Benefit Regulations of the Stichting O&O Fonds (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation)
Appendix 11	Internal Regulations of the Stichting O&O Fonds (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation)
Appendix 12	Inspection Regulations of the Raltex Board
Appendix 13	Raltex modernisation memo (7 May 2018)
Appendix 14	Raltex review system
Appendix 15	Application form for postponement of the wage increase

KEYWORD INDEX

Commencement and duration of employment	Article 6
On-call contracts	Article 9
Deviating conditions	Article 58
Working hours and work rota	Article 10
Incapacity for work	
benefits pursuant to ...	Article 38
leave in case of ...	Article 42
Health and Safety Catalogue, Sector-Specific	
Health and Safety Catalogue and RI&E (risk inventories and evaluations)	Article 38(a)
Accidents at work	Article 38
Company-specific work rotas	Article 13
Termination of employment	Article 17
Job evaluation appeal procedure	Appendix 2
Combating undesirable behaviour in the workplace	Article 56
Driver's bonus	Article 32
Driver's card	Article 32
Door-to-door sales(men)	Article 23
Definitions	Article 1
Years-of-service bonus	Article 36
Paid absence	Article 46
Term of the collective bargaining agreement	Article 61
Term of employment	Article 6
Year-end bonus	Article 34
Extra free hours of leave hours for senior citizens and young people	Article 41
Financing of sector-wide bodies	Article 52
Job classification	Article 19; Appendix 1
Generation pact	Article 41(a)
Income	Article 24
Application form for postponement of the wage increase	Appendix 15
Nature of the collective bargaining agreement	Article 2
Complaints procedure for systematic non-compliance with provisions of the collective bargaining agreement	Article 57
Payment of wages	Article 25
Pay scales, wage groups	Article 21
Minimum wage	Article 26
Further terms and conditions of employment; participation in the modernisation pilot	Article 58(a)
Raltex Modernisation Memo (7 May 2018)	Appendix 13
Unpaid leave	Article 43
Period of notice	Article 18
Parental leave	Article 44
Consultation:	
... at industry level	Article 49
... at company level	Article 48
Overtime	Article 27
Pension fund	Article 53
Pension accrual during statutory short-term leave	Article 45
Shift work	Article 14
Shift work bonus	Article 31
Trial period	Article 7
Collective bargaining agreement for the textile care industry protocol Raad voor Arbeidsverhoudingen in de Linnenverhuur- en Wasserijbedrijven en voor Textielreinigingsbedrijven (RALTEX; the Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses)	Appendix 3
Commuting expenses scheme	Article 47
RI&E; Sector-Specific Health and Safety Catalogue and RI&E Stichting Opleiding- en Ontwikkelingsfonds Linnenverhuur- en	Article 50
	Article 38(a)

Wasserijbedrijven en voor Textielreinigingsbedrijven (O&O Fonds; the Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation)	Article 51
Application of pay scales	Article 22
Bonus for sterile medical devices (apprentice) employees	Article 32(a)
Interim changes	Article 59
Benefits	
... in case of incapacity for work	Article 38
... in the event of death	Article 39
... in the case of short-time working	Article 35
Temporary workers	Article 8
Holiday allowance	Article 33
Trade union membership fee	Article 24, Paragraph 4
Trade union facilities	Article 55
Raltex reimbursement	Article 60
Extension of employment	Article 8
Leave of absence	Article 40
Leave in the case of incapacity for work	Article 42
Mandatory Saturday work before or after public holidays	Article 15
Obligations of the parties	Article 3
Obligations of the employer	Article 4
Obligations of the employee	Article 5
Working atypical hours in linen rental and laundry companies	Article 28
Working atypical hours in textile cleaning companies	Article 29
Work rota and working hours	Article 10
Work rotas, company-specific	Article 13
Working hours	Article 11
Short time working, benefits in case of	Article 35
Employment security	Article 48
Statutory forms of leave	Appendix 3(a)
'WGA' (Partial Capability for Work Act)	Article 24, Paragraph 5
Saturday work before or after public holidays, mandatory	Article 15
Saturdays, Sundays and public holidays	Article 16

Important addresses

FNV (Dutch Trade Union Confederation)
P.O. box 9208
3506 GE UTRECHT
telephone: +31 (0)88 3680368
website: www.fnv.nl

CNV Vakmensen (National Federation of Christian Trade Unions in the Netherlands; Skilled Workers)
P.O. box 2525
3500 GM UTRECHT
telephone: +31 (0)30 7511150
website: www.cnvvakmensen.nl

FTN (Dutch Textile Management Confederation)
Langhoven 5
6721 SR BENNEKOM
telephone: +31 (0)344 650437
website: www.ftn-nl.com

Netex Vogelkerslaan 12
2251 GJ VOORSCHOTEN
telephone: +31 (0)344 650431
website: www.netex.nl

Raad voor Arbeidsverhoudingen Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven
(RALTEX; the Council for Labour Relations in linen rental and Laundry Businesses and Textile
Cleaning Businesses)
P.O. box 4076
5004 JB TILBURG
telephone: +31 (0)344 5944466
website: www.raltex.nl
e-mail: info@raltex.nl

Bedrijfstakpensioenfonds MITT (MITT Sectoral Pension Fund)
P.O. box 4471
6401 CZ HEERLEN
telephone: +31 (0)88 1162434
website: www.pensioenfondsmitt.nl

Trainingscentrum Textielverzorging (Textile Care Training Centre)
Zeestraat 148
2691 KD 'S-GRAVENZANDE
telephone: +31 (0)344 650431
website: www.tct-nl.nl

COLLECTIVE BARGAINING AGREEMENT FOR THE TEXTILE CARE INDUSTRY

The following collective bargaining agreement has been entered into between:

1. The Federatie Textielbeheer Nederland (Dutch Textile Management Confederation) in Bennekom;
2. the Nederlandse Vereniging van Textielreinigers NETEX (Dutch Association of Textile Cleaners; NETEX) in Voorschoten;

each as a party, employers' association, on the one hand, and

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

each as a party, employees' association, on the other,

for the period of 2 January 2022 to 1 January 2023. On 1 January 2023, this agreement will be extended to 1 May 2023 in accordance with Article 61.

GENERAL PROVISIONS

Article 1 Definitions

In this agreement, the following definitions apply:

1. **LINEN RENTAL AND LAUNDRY BUSINESSES**
companies which are engaged, whether or not principally, in the following activities and with the following goods:
 - a. taking care of personal laundry;
 - b. renting and/or providing of flat-pack textiles, professional clothing and service dress;
 - c. articles for hand and toilet hygiene;
 - d. entrance (wiper) mats;
 - e. covering systems for operating theatres;
 - f. medical devices;
 - g. incontinence systems;
 - h. cleaning cloths and/or other items intended for reuse;
 - i. and companies which are engaged, whether or not principally, in the sterilisation of textiles and medical instruments intended for reuse,
 - j. and companies which cooperate with the above-mentioned undertakings in a group capacity and whose principal activity is the provision of support services to support the above-mentioned undertakings.
2. **TEXTILE CLEANING COMPANIES**
companies engaged in, in respect of textile products, leather and fur, using the machinery normally employed in this line of business:
 - a. dyeing (including re-dyeing);
 - b. cleaning by using chemicals (so-called dry cleaning);
 - c. removing stains;
 - d. pressing;
 - e. ironing;
 - f. preparing as new;
 - g. adding folds;
 - h. steam shining;

i. detaching.

3. EMPLOYER

any natural or legal person who operates 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 bargaining agreement apply to:

- a. the employee whose job is described in Appendix 1, Job Classification, of this collective bargaining agreement;
- b. the employee whose gross salary is less than the gross salary for salary group V plus 10% as included in Article 24 of this collective bargaining agreement.

The provisions of Articles 10, 26, 27(7) to 27(9), 28 to 31 and 35 do not apply to employees who are not employees as referred to under a. or b. All other collective bargaining agreement provisions apply to these employees.

Foreign workers:

In accordance with the 'Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie (WagwEU)' (Terms of Employment (Seconded Employees in the European Union) Act), the provisions of this collective bargaining agreement that have been declared generally binding in the areas stated below also apply to seconded employees who temporarily perform work in the Netherlands and whose employment contract is governed by law other than Dutch law,

A seconded foreign worker is any worker who works temporarily in the Netherlands but normally works in a different country in the European Union. In any case, the following applies to such workers.

During the first twelve months: the items as described below.

As of the thirteenth month: all generally binding provisions of this collective bargaining agreement. This does not apply to the provisions on procedures, formalities and conditions for concluding and terminating employment contracts and on supplementary occupational pension schemes.

The aforementioned period of twelve months shall be eighteen months if the service provider furnishes Our Minister with a substantiated notification, during the last three months of the period of no more than twelve months in which the secondment takes place, that the probable duration of the work stated in the first instance will be exceeded, up to a maximum of eighteen months. If the secondment exceeds eighteen months, the terms and conditions of employment referred to in the second paragraph shall apply as of the nineteenth month.

If a seconded worker is replaced by the service provider by another seconded worker carrying out the same work in the same place, the duration of the secondment is the total aggregate of the periods of secondment of the individual seconded workers jointly.

It concerns the following items:

- a. maximum working hours and minimum rest periods;
- b. minimum number of holidays during which there is an obligation to continue to pay wages and additional allowances in connection with holidays;
- c. minimum wages, which in any case include: the applicable periodic wages in the scale, the applicable reduction of working hours, bonuses and allowances, interim pay increases, expense allowances (commuting expenses and travel time compensation, board and lodging costs and other costs necessitated by the performance of the job), periodical bonuses, year-end bonuses and additional allowances in connection with

holidays. This minimum wage does not include: supplementary occupational pension schemes, social security entitlements over and above the statutory minimum and extra reimbursement (other than the wages) for expenses incurred by the employee in connection with the secondment for travel, accommodation or food;

- c. conditions for the secondment of employees;
- d. health, safety and hygiene at work;
- e. protective measures with regard to the terms and conditions of employment and the working conditions of children, young people and pregnant workers or workers who have recently given birth;
- f. equal treatment of men and women, as well as other provisions concerning non-discrimination;
- g. conditions concerning the accommodation of employees, if the service recipient as referred to in Section 1(1) of the 'WagwEU' (Terms of Employment (Seconded Employees in the European Union) Act) provides accommodation to employees who are not at their usual place of work in the Netherlands.

5. FULL-TIME EMPLOYEE

The employee with an average of 36 to 40 working hours per week.

6. PART-TIME EMPLOYEE

The employee with an average of less than 36 working hours per week.

7. TEMPORARY WORKERS

The provisions of this collective bargaining agreement concerning job classification, wages, working hours, bonuses and supplements shall apply mutatis mutandis to personnel hired by the employer through a temporary employment agency as referred to in Book 7, Section 690 of the Dutch Civil Code. The provisions of Section 8(3) of the 'Wet allocatie arbeidskrachten door intermediairs' (Placement of Personnel by Intermediaries Act) shall continue to apply in full. This means, among other things, that the recipient undertaking must ensure that the temporary employment agency applies these working conditions to the temporary workers hired.

8. HOURLY WAGES

The gross wage per hour worked, for the wage and age groups distinguished in Article 24 and Appendix 1 of this collective bargaining agreement, without addition of bonuses or allowances on any account whatsoever.

9. GROSS WAGES

The gross earnings in any period, including all allowances that apply by law to the employee, except for holiday allowance and payment for overtime, and also excluding the personal allowance paid in accordance with Article 1, Paragraph 13(b) of this collective bargaining agreement.

10. PUBLIC HOLIDAYS

Recognised Christian holidays, namely New Year's Day, Easter Monday, Ascension Day, Whit Monday and Christmas Day, as well as King's Day (the day on which the King's Birthday is celebrated) and, every 5 years, 5 May, marking National Liberation Day (2020, 2025, etc.).

11. PERSONNEL REPRESENTATION

- a. the Works Council in the sense of the 'Wet op de Ondernemingsraden' (Works Councils Act)
- b. a form of workers' representation in undertakings with fewer than 50 employees, consisting of at least three persons elected directly by and from among the employees employed by the employer within his company. Section 31, Subsection 1 of the 'Wet op de Ondernemingsraden' (Works Councils Act) shall apply mutatis mutandis.

12. PRODUCTION POSITION

The position/activities marked with an * in the position list, Appendix 1 of the collective bargaining agreement.

13. PERSONAL ALLOWANCE

- a. An allowance granted to an employee for individual reasons.
- b. The personal allowance also includes the bonus of 3.5% to the hourly wage, granted to an employee before 1 July 1998, due to a change of the employment contract from 36 hours to 32 hours.

Article 2 Nature of the collective bargaining agreement

This collective bargaining agreement is a minimum collective bargaining agreement in nature. This collective bargaining agreement may be deviated from for the benefit of the employee.

Article 3 Obligations of the parties

The parties undertake, for the duration of this agreement, to promote, by all means at their disposal, the proper observance of this agreement by the employers and the employees, and to refrain from any action which might in any way prejudice the proper observance of this agreement.

Article 4 Obligations of the employer

1. The employer undertakes to conclude an individual written employment contract with each employee upon commencement of employment.
2. The employer shall state the wage group as referred to in Article 20 in the individual employment contract, if applicable. If no wage group applies, the individual employment contract shall state the position and the agreed wage.
3. The employer shall provide the employee with a copy of the individual employment contract, signed by both parties, and the applicable company rules if applicable.
4. The individual employment contract shall include that the text of the applicable collective bargaining agreement can be consulted at the website www.raltex.nl.
5. On request, the employee will receive a copy of the collective bargaining agreement through the employer, which will be made available by Raltex.

Article 5 Obligations of the employee

1. The employee is obliged to carry out all work assigned to him by or on behalf of the employer to the best of his ability, insofar as this can reasonably be required of him, and to observe all instructions and regulations provided.
2. The employee is obliged to work the hours stipulated in this agreement or to be determined on the basis of this agreement.
3. The employee is also obliged to behave in accordance with any company regulations applicable to the company of the employer.
4. The employee is obliged to sign the employment contract referred to in Article 4, Paragraph 1.

COMMENCEMENT AND DURATION OF EMPLOYMENT

Article 6 Commencement and duration of employment

1. The employment contract shall each time be deemed to have been entered into for an indefinite period of time, unless an employment contract as referred to in Paragraph 2(b) or 2(c) of this article has been explicitly concluded.
2. The individual employment contract shall state whether the contract has been entered into:
 - a) for an indefinite period of time (open-ended employment contract);
 - b) for a definite period of time (fixed-term employment contract);
 - I. for a defined period of time, which shall not exceed one year;
 - II. for completing a certain activity, which activity not take longer than two years;
 - III. to replace another employee due to incapacity for work or leave;
 - c) on an on-call basis.

If no mention is made, the employment contract has been entered into for an indefinite period of time (open-ended employment contract).

Article 7 Trial period

1. A trial period may be agreed when concluding the employment contract. The trial period shall not exceed:
 - 1 month for contracts entered into for a minimum of 6 months and a maximum of 24 months;
 - 2 months for an employment contract longer than 2 years.In contracts concluded for a duration of fewer than 6 months, no trial period shall be agreed.
2. The duration of the trial period shall be specified in the written employment contract.
3. During the trial period, both employer and employee may terminate the employment contract without observing the period of notice. During the trial period, an employment contract with an employee who fell ill may be terminated.
4. If the employment contract is terminated by the employer during the trial period, the employer shall, at the request of the employee, inform the employee in writing of the reason for the termination.
5. The trial period shall not be suspended due to illness of the employee.

Article 8 Extension of employment/temporary workers

1. A fixed-term employment contract concluded with the employee may be extended twice if the total duration of the successive employment contracts does not exceed 24 months.
2. When extending a fixed-term employment contract, no trial period applies.
3. If there are more than three successive fixed-term employment contracts, the last (extended) employment contract is deemed to have been entered into for an indefinite period of time (open-ended employment contract).

4. In the case of successive fixed-term employment contracts with a total term of more than 24 months, the last (extended) employment contract shall be deemed to have been entered into for an indefinite period of time (open-ended employment contract) as from the moment when the term of 24 months is exceeded.
5. If the total duration of the successive employment contracts does not exceed 24 months and if no more than three fixed-term employment contracts have been concluded, the last employment contract shall end by operation of law.
6. Successive employment contracts are taken to mean fixed-term employment contracts that succeed each other with intervals of six months or fewer.
7. Temporary employment contracts that are interrupted by a period of sickness, as a result of which several temporary employment contracts have been concluded in the relationship between the temporary employment agency and the temporary employee, shall be regarded jointly as a single temporary employment period with the employer concerned.
8. As of 1 July 2016, a temporary worker who has been hired by an employer for 24 consecutive months (Article 1, Paragraph 3 of the collective bargaining agreement) is entitled to an employment contract with this employer. A period of leave and/or incapacity for work counts towards meeting this criterion, up to a maximum of 4 months. The preceding paragraphs of this article shall continue to apply.

Article 9 On-call contracts

1. The employer undertakes to ensure that the conclusion of employment contracts with a deferred-performance obligation (hereinafter referred to as: 'on-call contracts') remains limited as much as possible to situations in which it is foreseeable that the workload in the company will exceed the existing workforce for a longer period of time, but at times which cannot be foreseen.
2. The employer undertakes to enter into a written employment contract with each on-call worker.
3. With the exclusion of any deviating stipulations, the following provisions shall apply to on-call contracts:
 - a. the provisions of this collective bargaining agreement apply in full to on-call contracts, in particular the provisions concerning:
 - i. classification into wage groups and level of the hourly wage;
 - ii. holiday allowance;
 - iii. accrual of leave entitlements;
 - b. the employer undertakes vis-a-vis to call on the on-call worker to carry out work as soon as activities arise in the undertaking at the level of the job category of the relevant on-call worker and which cannot be handled by the other personnel;
 - c. the on-call worker shall be required to respond to a call from the employer, if the call reached the on-call worker at least 24 hours before the time when the work is to commence;
 - d. each call is deemed to relate to one or more periods of at least three hours (possibly jointly): i.e. the employer, in cases where work is carried out after a call, always owes pay for a period of at least three hours;

- e. if, following a trial period stipulated by the company if applicable, an on-call worker has not worked during an in-company pay period, an advance shall be paid at the end of that pay period on the salary which the on-call worker will earn in a subsequent pay period; the advance payment shall be equal to the hourly wage agreed with the on-call worker multiplied by the number of hours worked by him in the previous pay period; the advance payment shall never exceed the amount which the on-call worker would have earned if he had worked five hours per week during the entire pay period; the advance thus paid to the on-call worker shall be deducted from the salary earned by him in a subsequent pay period; the employer may not, however, claim repayment of the advance or performance of work in return for this advance if the on-call worker is no longer called upon 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 in accordance with the statutory requirements concerning continued payment of wages in the event of non-performance of work due to a cause that should reasonably be at the expense of the employer; this shall include the restriction to jobs that are incidental in nature and do not have a fixed scope;
- f. if a vacancy arises in the company in the job category in which the on-call worker is classified, the employer shall first give the on-call worker an opportunity to apply for that job.

WORKING HOURS, WORKING TIME AND BUSINESS HOURS

Article 10 Working hours and work rota

1.
 - a. For full-time employees, there are 36 working hours on average, per week on an annual basis.
 - b. In deviation from the provisions under a., the employer may extend the weekly working hours of
 - i. drivers
 - ii. employees working in technical units (branch offices) of up to 10 persons at textile cleaning companies, excluding shop personnel, set at a maximum of 40 hours per week on average on an annual basis.
2. The working hours for supra-collective bargaining agreement staff, not being employees as referred to in Article 1, Paragraph 4(a) or (b), can only be determined in consultation with one of the employees' associations involved in this collective bargaining agreement in cooperation with the Works Council or the employee representative body, or, in the absence of the Works Council or the employee representative body, with one of the employees' associations involved in this collective bargaining agreement.
3. A work rota is to be drawn up for each company, section of the company or part thereof, for a period of at least six months.

Deviations from the period of six months for which the work rota must at least apply are possible with the consent of the Works Council or the employee representative body. If there is no legal obligation to establish a Works Council or an employee representative body, the consent of the employees concerned is required.
4. The work rota shall comply with the following conditions:
 - a. the work rota of an individual employee must be continuous;
 - b. a maximum of 9 working hours per day, excluding overtime, and a maximum of 45 hours per week applies;
 - c. a maximum of 10 working hours per day, including overtime, and a maximum of 50 hours per week applies, on the understanding that no more than 90 hours shall be worked in two consecutive weeks;
 - d. for a shift worker, the working hours shall not exceed 8 hours per shift.
5. An intended resolution to adopt, amend or cancel a work rota requires the consent of the Works Council or the employee representative body. If there is no statutory obligation to establish a Works Council or an employee representative body, the adoption, amendment or cancellation of a work rota shall require the consent of the employee(s) concerned.

Article 11 Business hours

1. The normal business hours are:
 - a. for workers in linen rental and laundry businesses: between 06.00 AM and 7.00 PM Mondays through Fridays.
 - b. for workers in textile cleaning companies: between 06.00 AM and 7.00 PM Mondays through Fridays, and 06.00 AM to 5.00 PM on Saturdays, without exceeding the weekly working hours.
2. The minimum rest period after a shift is 11 hours. In case of emergencies, this may be deviated from for drivers and technical service staff.

Article 12 Work rota in case of part-time early retirement (expired)

Article 13 Company-specific work rotas

1. If and insofar as the outlet of the company concerned leads to a highly fluctuating supply or production pattern, at the request of the employer and in consultation with the trade unions, a system of business hours and allowances will be laid down for that company, or for the department or job category most affected, which may deviate from the provisions of Article 10 and Article 27, with due observance of Article 58 of the collective bargaining agreement.
 - a. An intended resolution to adopt a business hours system that deviates from Article 10 shall require the consent of the Works Council and the employee representative body. An intended resolution to adopt a business hours system that deviates from Article 27 shall require the consent of the Works Council.
 - b. If no Works Council or employee representative body has been established for the company, an intended resolution to adopt a business hours and/or allowance system that deviates from Article 10 and/or Article 27 shall require the consent of the employees' associations.

2. The following shall apply in adopting a different system of business hours and allowances.
 - a. If a party authorised to agree to a different work rota refuses to give its consent, or fails to reach a decision on the proposed different rota within a reasonable period of time, the employer may ask the RALTEX to give its consent to the introduction of the different rota; the consent of RALTEX shall then replace the required consent of the works council, employee representative body or employees' associations.
 - b. The employer is obliged to notify RALTEX in writing of the introduction of a different work rota; the notification must describe the different work rota introduced and state the consent obtained from of the works council, employee representative body or employees' associations.
 - c. The RALTEX may instruct the parties involved in the introduction of a different work rota in a company to reconsider the different rota if and insofar as, in the opinion of the RALTEX, the different rota deviates significantly from the tenor and scope of the provisions of this article.

Note: With the inclusion of this provision, the parties intend to promote employment in the industry by making it possible to cope with peak loads and slack periods as much as possible through the deployment of 'permanent' staff.

Article 14 Shift work

1. The employer may establish a shift work rota for the whole company or for one or more departments. Shift work is defined as working in alternating shifts according to a fixed rota, with one hour or more of the shift taking place outside normal business hours.
An intended resolution to adopt, amend or cancel a shift work rota requires the consent of the Works Council or the employee representative body.
2. If a shift work system has been set up for a company or a department, the employee is obliged to work in shifts if this was agreed when the employment contract was entered into. Daytime staff members cannot be obliged to work shifts if they can demonstrate that their health or personal circumstances prevent this, or if they are aged 50 or over.
3. Refer to Article 31 for the amount of the shift work bonus.
4. For work performed on Saturdays, Sundays and public holidays, the allowances referred to in Articles 28 and 29 apply.

Article 15 Mandatory Saturday work before or after public holidays

1. In consultation with the Works Council or the employee representative body, a rota shall be adopted for working on Saturdays between 6.00 AM and 2.00 PM before or after public holidays as referred to in Article 1, Paragraph 10 of the collective bargaining agreement.
2. This rota should be made known in the company at least two months before the public holiday in question. Both full-time and part-time employees are obliged to work according to the rota on the Saturday(s) in question.
3. Insofar applicable, the employee shall be granted an allowance in accordance with Article 28 and Article 29.

Article 16 Saturdays, Sundays and public holidays

1. As a rule of thumb, work is not carried out on Sundays and public holidays and - for linen rental and laundry companies - on Saturdays. For a definition of public holidays, refer to Article 1, Paragraph 10 of the collective bargaining agreement.
2. If a public holiday falls on a day on which the employee would normally work, continued payment of wages applies on the basis of the wages that the employee would have earned if the day had not been a public holiday.
3. If work is performed on a Saturday, Sunday or a public holiday, an allowance shall be granted on 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 the expiry of the agreed term. At least one month before the expiry of the fixed-term employment contract of six months or longer, the employer must indicate whether the employment contract will be extended or not and under what conditions (the 'notification period').
2. An employment contract entered into for completing a certain activity or to replace another employee due to incapacity for work or leave, shall end when the job is performed or respectively when the employee replaced returns.
3. The employment contract can be terminated by the employer or the employee. In the event of termination, the periods referred to in Article 18 shall apply, with due observance of Article 40, Paragraph 11(d).
4. The employment contract ends in any case, also without notice, when the employee reaches the Dutch state pension age.

Article 18 Period of notice

1. The employment contract may be terminated for urgent reasons without a period of notice in the cases and in the manner described in Book 7, Sections 678 and 679 of the Dutch Civil Code.
2. In other cases, termination of the employment contract requires notice and observance of a period of notice.
3. The employment contract may only be terminated with effect from the first day following a pay period after observance of the period of notice.
4. For the employee who gives notice, the period of notice is one month.
5. For the employer who gives notice, the period of notice (of termination) is:

Employment duration of the employee	Period of notice
0 to 5 years	1 month
5 to 10 years	2 months
10 to 15 years	3 months
15 years or more	4 months

6. The period of notice referred to in Paragraph 5 shall be extended by:

Age of the employee	Extension to the period of notice
45 to 49	0.5 month
50 to 54	1 month
55 and older	1.5 month

Note: if the application of the period of notice leads to a date in the middle of the month, termination takes place at the end of the month, irrespective of the payment period.

JOB CLASSIFICATION

Article 19 Job classification

1. The position of an employee with an hourly wage up to the maximum hourly wage for wage group 5, increment 6.0 as included in the wage tables of Article 24 of the collective bargaining agreement, is classified by the employer.
2. Job classification is performed on the basis of the reference positions and wage group classification listed in Appendix 1, Job Classification, to this collective bargaining agreement, detailed in the RALTEX Job Manual, which is based on the ORBA method of job evaluation. The Job Manual is available at www.raltex.nl.
3. The employee has been or will be informed in writing of the position to which he has been appointed and the wage group to which the position has been assigned.
4. The employer may assign the employee hired to perform work to wage group I for the first six months of the employment contract.
 - a. This six-month period will not be exceeded in the case of successive employment contracts within one year with the same employee. This irrespective of the length of time between those successive contracts.
 - b. The wage in wage group I is the statutory minimum (youth) wage. For the current statutory minimum (youth) wage, visit: www.szw.nl.
5. Employees who do not or no longer agree with the description of the position they have been appointed to and/or object to the wage group classification may appeal against it. The appeal procedure is included in Appendix 2, which is part of this collective bargaining agreement.

Article 20 Working 2 positions

If, at the employer's request, the employee performs work belonging to a position that falls in a higher wage group in the wage structure than the one in which the employee is classified, the employee shall be classified in the highest wage group if:

- a. The work in question must be carried out, which in any case applies after 3 months, and
- b. The work in question is performed during at least 50% of the agreed working hours.

Article 21 Pay scales; wage groups

1. Each wage group has its own pay scales.
2. The pay scales consist of age scales and increments.
3. The age scales apply only to employees aged 21 or under and are based on the hourly wage of the age scale for 21 years by applying the following percentages:

20 or younger	78%
21	100%

4. The increments apply only to employees aged 21 or over and are based on the hourly wage of the age scale for 21 years by applying the following percentages:

Table if the industry classification 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 industry classification 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 wage of the employee
- a. whose job is described in Appendix 1, Job Classification, of this collective bargaining agreement;
 - or:
 - b. with an hourly wage up to the maximum hourly wage for wage group 5, increment 6.0 must be classified in accordance with the provisions of Article 22.
6. The employee shall be notified in writing of the wage group and pay scale (age scale or increment) in which he has been classified and - insofar applicable - the personal allowance as referred to in Article 22, Paragraph 1(e) and 2(e).

Article 22 Application of the pay scales

1. Application of the age scales
- a. The provisions of this paragraph apply only to employees aged 21 or under.
 - b. Age scale: (the hourly wage corresponding to) the age scale of the wage group applicable to the employee's position.
 - c. The employee is classified in the age scale corresponding to his age.
 - d. The first six months of employment are a familiarisation period. During this familiarisation period, employees are assigned to wage group I.

- e. Employees who have not yet reached the age of 21 shall be placed in the age scale corresponding to their new age on their birthday.
 - f. If an hourly wage that is higher than the age scale corresponding to his age is agreed with the employee, the difference between the hourly wage agreed with the employee and the age scale is expressed as a personal allowance.
 - g. The personal allowance as referred to under f. shall be increased on and with the data and percentages referred to in Article 24(1).
 - h. As of the moment a higher age scale or increment becomes applicable, the personal allowance referred to under f. of this paragraph shall be reduced. This reduction shall be equal to the difference between the higher age scale or increment and the age scale applicable up to that time, but shall never exceed the personal allowance. If the difference is greater than or equal to the personal allowance, the personal allowance is forfeited.
 - i. Starting on the first full wage week after the employee reaches the age of 21, the employee shall be classified at least in increment 0.0.
2. Application of the increments
- a. The provisions of this paragraph apply only to employees aged 21 or over.
 - b. Increment: (the hourly wage corresponding to) the increment of the wage group applicable to the employee's position.
 - c. The employee shall be classified at least in increment 0.0.
 - d. If an hourly wage exceeding increment 0.0 but lower than increment 6.0 is agreed with the employee, the employee is classified in the increment corresponding to the agreed hourly wage or, if this is not available, in the next higher increment.
 - e. If an hourly wage exceeding increment 6.0 is agreed with the employee, the difference between the agreed hourly wage and increment 6.0 is expressed as a personal allowance.
 - f. The personal allowance as referred to under e. of this paragraph shall be increased on and with the data and percentages referred to in Article 24(1).
 - g. As of the moment a higher increment becomes applicable, the personal allowance referred to under e. of this paragraph shall be reduced. This reduction shall be equal to the difference between the higher increment and the increment applicable up to that time, but shall never exceed the personal allowance. If the difference is greater than or equal to the personal allowance, the personal allowance is forfeited.
 - h. On 1 July of any year, the hourly wages of employees to whom an increment has already applied for at least one year shall be increased.
 - i. If the industry assessment system or an assessment system previously considered to be equivalent by the parties to the collective bargaining agreement has been introduced in the employer's company, the increase referred to under h. and under i. shall amount to an:
 - i. 0.5 increment: in case of moderate performance
 - ii. 1.0 increment: in case of normal/good performance
 - iii. 1.5 increment: in case of excellent performance.
 - j. A resolution to adopt, amend or cancel an assessment system requires the consent of the Works Council.
 - k. If an assessment system as referred to under i. has not been introduced in the company, the increase referred to under h. shall be an: 1.0 increment.
 - l. The increase as referred to under h. is granted as long as the employee has not yet reached increment 6.0.

The industry assessment system can be downloaded at www.raltex.nl.

Article 23 Door-to-door salesmen

With regard to the remuneration of those employees whose work consist of door-to-door sales, an hourly wage shall be paid in accordance with wage group III if they do not work on a commission basis.

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

WAGES, BONUSES AND ALLOWANCES

Article 24 Income

1.
 - a. With the exception of wage group I, the statutory (youth) minimum wage, the wages and pay scales will be increased for all employees in the industry:
 - i. by 2.25% as of 1 March 2022
 - ii. by 1.35% as of 1 March 2023
 - b. By shifting a percentage of year-end bonus, wages will be increased
 - i. by 1.5% as of 1 March 2022, by shifting 1.5% of the 2022 year-end bonus to the wages
 - ii. by 1.5% as of 1 January 2023, by shifting 1.5% of the 2023 year-end bonus to the wages.

Employees who do not wish this shift of the year-end bonus and who make this known before 1 March for the year 2022 and subsequently every year before 1 December for the following year, will retain the option of receiving the full year-end bonus in accordance with Article 34. Shifting back is only possible for the full part of the year-end bonus shifted.

This leads to the following wage tables:

As of 1 October 2021

Wage group	II	III	IV	V
Age				
20	8.82	9.08	9.27	10.02
21	11.27	11.64	11.89	12.84
Increment				
0.5	11.33	11.7	11.95	12.9
1.0	11.38	11.76	12.01	12.97
1.5	11.44	11.81	12.07	13.03
2.0	11.49	11.87	12.13	13.11
2.5	11.55	11.93	12.19	13.17
3.0	11.61	11.99	12.24	13.23
3.5	11.66	12.05	12.3	13.3
4.0	11.72	12.1	12.36	13.36
4.5	11.77	12.16	12.42	13.43
5.0	11.83	12.22	12.48	13.49
5.5	11.89	12.28	12.54	13.55
6.0	11.94	12.33	12.6	13.62

As of 1 January 2022

Wage group	II
Age	
20	8.90

As of 1 March 2022

Wage group	II	III	IV	V
Age				
20	9.24	9.42	9.62	10.40
21	11.69	12.08	12.34	13.33
Increment				
0.5	11.75	12.14	12.40	13.39
1.0	11.81	12.20	12.46	13.46
1.5	11.88	12.26	12.53	13.52
2.0	11.93	12.32	12.59	13.60
2.5	11.99	12.38	12.65	13.67
3.0	12.05	12.44	12.71	13.73
3.5	12.10	12.50	12.77	13.80
4.0	12.16	12.56	12.83	13.86
4.5	12.21	12.62	12.89	13.94
5.0	12.28	12.68	12.95	14.00
5.5	12.34	12.75	13.01	14.06
6.0	12.39	12.80	13.07	14.14

As of 1 January 2023

Wage group	II	III	IV	V
Age				
20	9.38	9.56	9.76	10.56
21	11.87	12.26	12.53	13.53
Increment				
0.5	11.93	12.32	12.59	13.59
1.0	11.99	12.38	12.65	13.66
1.5	12.06	12.44	12.72	13.72
2.0	12.11	12.50	12.78	13.80
2.5	12.17	12.57	12.84	13.88
3.0	12.23	12.63	12.90	13.94
3.5	12.28	12.69	12.96	14.01
4.0	12.34	12.75	13.02	14.07
4.5	12.39	12.81	13.08	14.15
5.0	12.46	12.87	13.14	14.21

5.5	12.53	12.94	13.21	14.27
6.0	12.58	12.99	13.27	14.35

As of 1 March 2023

Wage group	II	III	IV	V
Age				
20	9.51	9.69	9.89	10.70
21	12.03	12.43	12.70	13.71
Increment				
0.5	12.09	12.49	12.76	13.77
1.0	12.15	12.55	12.82	13.84
1.5	12.22	12.61	12.89	13.91
2.0	12.27	12.67	12.95	13.99
2.5	12.33	12.74	13.01	14.07
3.0	12.40	12.80	13.07	14.13
3.5	12.45	12.86	13.13	14.20
4.0	12.51	12.92	13.20	14.26
4.5	12.56	12.98	13.26	14.34
5.0	12.63	13.04	13.32	14.40
5.5	12.70	13.11	13.39	14.46
6.0	12.75	13.17	13.45	14.54

The dark marked half-increment scales in the wage tables only apply if the sector assessment system or an assessment system previously deemed to be equivalent by the parties to the collective bargaining agreement has been introduced in the company with the consent of the Works Council or the employee representative body. Only then will the incremental increase 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.

If no assessment system is applicable in the company, only the full increment scales 1.0, 2.0, 3.0, 4.0, 5.0 and 6.0 apply (Article 22, Paragraph of the collective bargaining agreement).

2. The principle that the salary increases referred to above will be granted to all employees may be derogated from in consultation between the employer and the employees' associations which are party to this collective bargaining agreement in a company in which a different salary system exists for employees whose jobs are not described in appendix 1 of this collective bargaining agreement, provided that in the company concerned, during the term of this collective bargaining agreement, a salary increase has taken place for the employees in question in accordance with the salary system implemented in the companies in question. Any disputes in this respect will be heard by Raltex at the request of one of the parties involved.
3.
 - a. Derogating from the 0.5% increase of 1 October 2021 as referred to in Paragraph 1(a) of the Collective Bargaining Agreement for the Textile Care Industry of July 2020 to January 2022 is possible under the conditions stated in that collective bargaining agreement until December 2022 for retail companies and for laundry (locations) that work for the catering market at least for 50%.
 - b. Companies can apply for a deferral for 0.5% of the salary increase for the period

from 1 January 2023 to 1 November 2023. Eligible are:

- c. Retail companies and laundry (locations) that operate for the hospitality market for at least 50%, on the understanding that:
 - Their turnover for the period from 1 April 2021 to 1 April 2022 decreased by at least 30% compared to the period from 1 April 2019 to 1 April 2020; and,
 - the employees of the company (location) concerned have not been employed elsewhere. Each company (location) shall provide a complete written application (Appendix 15) and submit it to Raltex, including the substantiation, no later than 1 August 2022.

If the employer is a member of FTN (the Dutch Textile Management Confederation), FTN shall submit the written application, including substantiation, to Raltex on behalf of its member. Raltex will assess the above criteria and respond to the application by 1 October 2022. Any objections can be submitted in writing to Raltex. Upon receipt, Raltex will issue a written, binding opinion within six weeks as to whether the stipulated criteria have been met. In case of rejection, reasons will be given and deferral will not be permitted.

Companies that have qualified for a deferral for the 2022 0.5% salary increase on the basis of an earlier collective bargaining agreement and have received a confirmation to this effect from Raltex can also obtain permission for 1 January to 1 November 2023 with due observance of the foregoing. Companies that are not members of FTN or NETEX and still wish to make use of the deferral in the previous collective bargaining agreement, can still do so under the same conditions for the year 2022 from the date of this collective agreement being ordered universally applicable. The conditions are available from Raltex. The foregoing applies to objections. Article 58 shall apply with the exception of the equivalent arrangements section.

The application form is attached as Appendix 15

4. If the employee so requests in writing, the employer shall, under the conditions set out below, reimburse the employee once a year for the annual membership fee to the trade union and at the same time reduce the gross salary by the amount of that reimbursement. This obligation of the employer only applies if:
 - a. this construction is permissible in terms of tax;
 - b. the employee submits proof of payment of the contribution to the employer;
 - c. the employee provides any further information required for the fulfilment of the obligation.
5. The differentiated 'WGA' (Partial Capability for Work Act) premium is divided equally between employer and employee insofar as this is legally permitted, whereby an employer may never recover more than 0.5% of the 'WGA' (Partial Capability for Work Act) premium percentage from the employee's net salary.
6. Employees who have an employment contract with the employer for at least 6 months on 1 October 2022 shall receive a one-off autumn bonus of EUR 100 gross, in proportion to their length of service. This bonus is not part of the gross pay concept of Article 1, Paragraph 9, or the gross annual pay concept of Article 34.

Article 25 Payment of wages

Regardless of the method of payment, a written payslip (salary breakdown) must be provided to each employee for each payment period at the same time as the payment. However, by way of derogation and in connection with the automatic processing of data, if the payment period is one week, the salary breakdown may be provided for a four- or five-week period. The salary breakdown (or an appendix to it) must clearly and legibly list:

- a. the hourly wage;
- b. the gross pay;
- c. the period to which the payment relates;
- d. the overtime allowance and any other allowances;
- e. the income tax and national insurance contributions deducted by the employer due;
- f. a breakdown of all amounts withheld from the amount of gross pay, such as payroll tax, national insurance premiums and employee insurance premiums, employee's share in pension and private health insurance premiums and deductions by virtue of other legal provisions such as wage garnishment;
- g. accrual, withdrawal and credit balance of leave hours;
- h. the gross amount of the statutory minimum wage to which a person of the age concerned is entitled for the relevant pay period;
- i. the name of employer and the employee;
- j. the agreed working hours.

Article 26 Minimum wage

1. If and insofar as the government has set a minimum wage for a certain category (or certain categories) of employees, which converted to an hourly wage exceeds the hourly wage under the collective bargaining agreement, this category (or these categories) of employees will be paid a supplement to the hourly wage needed to guarantee the minimum wage for a pay period.
2. Contrary to the 'Wet Minimumloon en Minimumvakantie-bijslag' (Minimum Wage and Minimum Holiday Allowance Act), the allowances referred to in Articles 27 and 36 shall not be included when determining any compensatory supplement referred to in the first paragraph of this article.
3. Contrary to the 'Wet Minimumloon en Minimumvakantie-bijslag' (Minimum Wage and Minimum Holiday Allowance Act), the compensatory supplement referred to here shall be granted irrespective of the number of hours to be worked, up to a maximum average of 36 hours per week.
4. The hourly wage under this collective bargaining agreement (wage group 2 and above) shall not be less than EUR 0.05 above the statutory minimum wage.

Article 27 Overtime

1.
 1. Overtime is the occasional performance of work at the request of the employer whereby:
 - i. the individual work rota referred to in Article 10, Paragraph 4 is exceeded for the full-time employee;
 - ii. for the part-time employee (including part-time employees in technical units of 5 persons or fewer and drivers working part-time), 36 hours are exceeded;
 - iii. for workers in technical units not exceeding 10 persons in textile cleaning companies, excluding shop personnel, as well as for drivers, 40 hours per week are exceeded.
 2. Work done to make up for hours not worked due to business interruption shall not be regarded as overtime, provided that the hourly wage is paid in full for the hours not worked and the extra hours worked.
 3. Overtime is only permitted in the event of an unforeseen change in circumstances or if the nature of the work requires it for a short period of time.
2. Overtime work shall be avoided as much as possible. Full-time employees must comply with a reasonable request from the employer for overtime work. In making such requests, employers may not ignore pressing objections and personal circumstances of the employee.

3. An intended decision to perform overtime work that is of major significance in terms of the number of employees involved shall require the consent of the Works Council or the employee representative body.
4. In the event of structural overtime, the employer shall, in consultation with the Works Council, endeavour to find a solution other than structural overtime. Structural overtime is overtime that is foreseeable or unforeseeable and lasts longer than three months.
5. The following parties are not obliged to work overtime:
 1. part-time employees;
 2. employees aged 55 and over;
 3. employees aged 50 and over working in production jobs (the positions marked with an * in the position list, Appendix 1 of the collective bargaining agreement);
 4. employees with a medical indication which explicitly opposes working overtime, as evidenced by a statement from a doctor.
6. If a break is required during overtime work on the grounds of the 'Arbeidstijdenwet' (Working Hours Act), the break will be regarded as overtime with a maximum of half an hour.
7. Overtime is - in consultation between employer and employee - paid out in money or compensated according to the so-called 'time for time' regulation (equivalent time basis). The hours worked are then compensated in time off, taken within three months, while the bonus is paid out in cash.
8. For overtime, the following bonuses to the hourly wage apply:

Type of overtime	Bonus amount
for the 1st to the 4th hour of overtime per week, provided that the 40 working hours in that week is not exceeded.	12.5%
for overtime worked in excess of the weekly 40 working hours. for the 5th to the 9th hour of overtime per week.	25%
for overtime worked in excess of the weekly 45 working hours; for the tenth or more hours of overtime; for hours of overtime on days on which the individual work rota does not require the employee to work. for working overtime on Saturdays.	50%
for working overtime on Sundays.	100%
for working overtime on public holidays (Article 1, Paragraph 10).	200%

9. The overtime allowance does not cumulate with the allowance referred to in Article 15. In case Article 16, Paragraph 3 applies, the bonuses of Articles 28 and 29 of the collective bargaining agreement apply.

Article 28 Working atypical hours in linen rental and laundry companies

1. For work outside of normal business hours (working atypical hours), the following bonus percentages are used for both full-time and part-time employees of linen rental and laundry companies:

Table for working at atypical hours in linen rental and laundry companies

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

2. A bonus of 180% applies for work performed on public holidays. This bonus does not cumulate with the bonuses of Paragraph 1.
3. There is no cumulation of the bonus for atypical hours and the shift work bonus.

Article 29 Working atypical hours in textile cleaning companies

1. For work outside of normal business hours (working atypical hours) the following bonuses are used for both full-time and part-time employees at textile cleaning companies:

Table for working atypical hours in textile cleaning companies

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

2. A bonus of 180% applies for work performed on public holidays. This bonus does not cumulate with the bonuses of Paragraph 1.
3. Employees who were granted a bonus for working on Saturdays between 6 am (06.00) and 2 pm (14.00) before 1 July 1994 shall continue to receive this bonus after that date.
4. Employees with whom an employment contract has been concluded for a maximum of 12 hours per week and who only works on Saturdays and evening openings, shall not be paid any bonus for work performed during the regular evening openings (Thursday or Friday evening) between 7 pm (19:00) and 9 pm (21:00) and on Saturdays between 2 pm (14:00) and 5 pm (17:00). This leads to the following overview:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
00.00 to 06.00	45%	45%	45%	45%	45%	45%	90%
06.00 to 14.00	0%	0%	0%	0%	0%	0%	90%
14.00 to 17.00	0%	0%	0%	0%	0%	0%	90%
17.00 to 18.00	0%	0%	0%	0%	0%	45%	90%

18.00 to 19.00	0%	0%	0%	0%	0%	90%	90%
19.00 to 20.00	22.5%	22.5%	22.5%	0%* or 22.5%	0%* or 22.5%	90%	90%
20.00 to 21.00	45%	45%	45%	0%* or 45%	0%* or 45%	90%	90%
21.00 to 24.00	45%	45%	45%	45%	45%	90%	90%

* if no bonus is due for work on regular evening openings. If Thursday evening is the regular evening opening and work takes place on Friday evening, a bonus of 22.5% applies between 7 pm (19:00) and 8 pm (20:00) and a bonus of 45% applies between 8 pm (20:00) and midnight (24:00) on Friday evening.

- There is no cumulation of the bonus for atypical hours and the shift work bonus.

Article 30 On-call agreements

An employee is only obliged to be on-call outside of business hours if arrangements have been made with the employee about an on-call allowance, with due observance of the 'Arbeidstijdenwet' (Working Hours Act).

Article 31 Shift work bonus

- Employees who work two shifts in alternation according to the rota shall receive a bonus of 15% of the hourly wage calculated on all hours to be paid.
- Employees who work three shifts in alternation according to the rota shall receive a bonus of 18% of the hourly wage calculated on all hours to be paid.
- When employees are transferred from shift work to normal day shifts, a phasing-out scheme applies, consisting of a lump-sum payment. This payment amounts to:

Period of shift work	Payment amount
1 to 4 years	three times the monthly shift bonus
4 to 6 years	six times the monthly shift bonus
longer than 6 years	nine times the monthly shift bonus

- There is no cumulation of the shift work bonus and the atypical hours bonus.

Article 32 Driver's bonus; driver's pass

- For employees with a full-time employment contract as a driver, a driver's bonus of €36 gross per month applies. For employees who work part-time as drivers, the driver's bonus applies in proportion.
For employees with a full-time employment contract, who work partly in the position of driver and partly in another position, the driver's bonus shall apply in proportion to the part of the time that the person concerned works as a driver.

2. The driver's pass for the digital tachograph is reimbursed by the employer to the employee once every 5 years. Loss and theft of the driver's pass is the responsibility of the driver.

Article 32(a) Bonus for sterile medical devices (apprentice) employees

Due to labour market conditions, sterile medical devices (apprentice) employees A and B receive a bonus of €36 gross per month as of 1 July 2016. If the employees referred to here work part-time, the bonus shall apply in proportion.

Article 33 Holiday allowance

1. The employer shall pay the employee the holiday allowance at the same time as the salary for the month of May. If the employee takes leave before 1 June, the holiday allowance may be paid out at an earlier date.
2. The holiday allowance amounts to 8.33% of the gross salary, excluding the year-end bonus, earned by the employee during the holiday year, which runs from 1 June of any year until 31 May of the following year.
3. If, on 31 May of the current year, the employment has not yet lasted a full year, the holiday allowance shall be calculated in proportion.
4. Upon termination of the employment contract, the employee shall be entitled to holiday allowance for the period for which it has not yet been paid.
5. If an employee has been unable to work due to incapacity for work, he shall retain his entitlement to holiday allowance, but no longer than the period during which the employer is legally obliged to continue paying wages.

Article 34 Year-end bonus

1. With the exception of employees in wage group I, all employees in the sector shall be granted a systematic year-end bonus, to be paid at the same time as the salary in December or (in proportion) upon termination of the employment contract. The year-end bonus amounts to 8.33% of the gross annual wage.
The gross annual wage is the gross earnings in any period, including all allowances that apply by law to the employee, except for holiday allowance and payment for overtime, and also excluding the personal allowance paid in accordance with Article 1, Paragraph 13(b) of this collective bargaining agreement.
2. Employees who choose to shift 1.5% of their year-end bonus to their wages, as referred to in Article 24, Paragraph 1, shall have their year-end bonus as referred to above adjusted to the choice made for shifting the year-end bonus to their wages.

Article 35 Short-time working allowance

In the event of short-time working, the employer is obliged to pay the employee who receives a benefit in connection to this and pursuant to the 'Werkloosheidswet' (Unemployment Insurance Act) a supplement to this benefit up to 100% of the gross pay. This supplement is generally due on 45 benefit days per benefit year as defined in the 'Werkloosheidswet' (Unemployment Insurance Act).

Article 36 Years-of-service bonus

Employees who were granted a years-of-service bonus before 1 July 2002 shall retain this bonus.

Article 37 Long-service bonus

Employees who have worked for an employer for 25 years are entitled to a long-service bonus as of 1 January 2013. The employee will receive half a month's pay on the basis of the applicable tax rules.

INCAPACITY FOR WORK AND RE-ENTRY

Article 38 Benefits in the case of incapacity for work

1. In the event of demonstrable incapacity for work, the employer shall, as of the 1st day of incapacity for work and for a maximum period of 2 years, the basis of the statutory obligation to continue payment of wages, supplement the wages owed as follows:

100%	during the first 6 months of incapacity for work;
90%	during the subsequent 6 months of incapacity for work;
85%	during the subsequent 12 months of incapacity for work;

of the gross pay applicable to the employee. Here, the employee is subject to the result requirement of demonstrable active re-entry in accordance with the principles of fairness and reasonableness.

If the employee becomes unfit for work as a result of an accident at work, the employer shall - for a maximum of two years - supplement the employee's salary to 100% of the gross pay applicable to the employee. In that case, the above schedule does not apply. This is subject to the condition that an investigation by the Arbeidsinspectie (Dutch Labour Inspectorate) shows that the employer is culpable.

2. The gross pay applicable to the employee, as referred to in Paragraph 1, is the average of the gross salary earned by the employee during the 13 weeks immediately preceding the incapacity for work, including allowances, bonuses and payment for structural overtime, but excluding the holiday allowance and the year-end bonus.
3. The provisions of the previous paragraphs of this article do not apply if and insofar as the employee can claim compensation from third parties pursuant to his incapacity for work. In that case, the employer shall provide an advance on the compensation equal to the gross pay or supplement as referred to in the preceding paragraphs. The employee is obliged, upon the employer's request, to transfer to the employer his claims against third parties for compensation of damage by means of a deed of assignment. However, this shall not exceed the amount of the continued payment of wages referred to in the preceding paragraphs. After the assignment, the advances cannot be recovered.
4. The employer may use one waiting day for every third and subsequent sickness report by the employee in any calendar year, provided the Works Council or the employee representative body consent to this and provided, furthermore, that the Works Council or the employee representative body has consented to a sick leave follow-up plan, with due observance of the statutory minimum obligation to continue payment of wages in the event of sickness. This right to consent accrues to the employees' association in companies where there is no Works Council or employee representative body, or to the relevant employees' associations in companies where there is no Works Council but the company is obliged to do so by law. No waiting days can be withheld in the case of a sickness report due to chronic illness.
5. In the event of chronic illness, the possibility of withholding waiting days as referred to in the preceding paragraph shall lapse. The existence of chronic illness must be verifiably and conclusively established. In case of uncertainty, a check is possible through the company medical officer or the occupational health and safety physician. For the definition of the term 'chronic illness', harmonisation is sought with the study conducted by the government on the subject (health insurance excess study).

Article 38(a) Sector-specific health and safety catalogue and RI&E

For the linen rental and laundry companies and for the textile cleaning companies, specific health & safety catalogues and RI&E (risk inventory and evaluations) apply.
These sector-specific documents can be found on the Raltex website (www.raltex.nl).

Article 39 Death benefit

The surviving relatives of an employee are entitled to a death benefit. This benefit, which amounts to the gross pay from the day after the death up until the last day of the second month after the month in which the death occurred, shall be paid in a lump sum.
This payment shall be borne by the employer insofar as it is not made by a third party on the basis of any statutory regulation.

LEAVE AND PAID ABSENCE

Article 40 Leave

1. Full-time employees, as described in Article 10, Paragraph 1(a), are entitled to 184 hours of leave per calendar year, provided that they have been in the employer's service uninterrupted during that year for the normal 36 working hours per week on average.

Full-time employee, as described in Article 10, Paragraph 1(b), are entitled to 188, 192, 196 or 200 hours of leave per calendar year, provided that they have been in the employer's service uninterrupted during that year for the normal 36, 38, 39 or 40 working hours respectively per week on average.

2. Of the hours of leave referred to in Paragraph 1 of this article, in principle at least as many hours shall be taken consecutively that this results in 3 calendar weeks of leave. At the employee's request, this number of hours may also be taken in separate blocks of at least one calendar week of leave.
The remaining hours of leave must be taken with a minimum of half a day.
3. If the employment contract has not yet lasted a full calendar year and there is an employment contract for less than an average of 36 hours a week in that calendar year, the employee's hours of leave shall be calculated in proportion.
4. The hours of leave are always taken in such a way that it results in a leave of half or full working days (day of leave).
5. The hours of leave should be taken in consultation between the employer and the employee with due regard to the following provisions:
 - a. the employer must decide within 2 working days on the employee's request to take leave. If an employee requests to take more than 5 working days of leave, the employer must reach a decision within 10 days and, if the request relates to a consecutive period of leave of three calendar weeks between 30 April and 1 October, before 1 March;
 - b. the employer can reject a request to take hours of leave if the employer can demonstrate that replacing the employee concerned during the desired hours of leave would be both necessary and impossible;
 - c. the employer shall not reject a request to take leave if:
 - i. this request is made two months or more before the desired taking of leave, while rejection of the request would result in it being impossible for the employee to take the full amount of leave accrued in the calendar year within that same calendar year;
 - ii. this request is made on account of religious or ideological days of leave, unless the employer's request for the employee to specify such leave has not been complied with.
 - d. a rejection of a request to take leave shall be immediately confirmed in writing by the employer;
 - e. if and insofar as the employee has failed to take the leave hours accrued during the calendar year before the end of the calendar year, the employer can oblige the employee to claim those leave hours before 1 May of the subsequent calendar year. This obligation cannot be imposed if the employee has indicated to the employer in good time that the hours of leave not taken will be used for the option provided in Paragraph 8 of this article, of taking six consecutive weeks of leave once every two years.
 - f. A legal claim for the granting of leave lapses five years after the last day of the calendar year in which the claim arose.
6. If a general factory leave or a general day of leave in a company applies, employees who are not entitled to such leave under this article shall nevertheless receive the wages they would otherwise have received insofar as they are not put to work during that leave or general day of

leave. Any overtime or short-time work is not taken into account when calculating this wage. The employer shall be entitled to set off excess hours of leave against hours of leave still to be accrued.

7. The continuous leave lasts at least 3 calendar weeks in principle and must be taken between 30 April and 1 October. This may be deviated from in mutual consultation between the employer and the employee.
 - a. An intended resolution to adopt, amend or cancel a collective period of leave requires the consent of the Works Council. If no Works Council has been established, the collective period of leave shall be adopted, amended or cancelled in consultation with the employee representative body or with the employees in a staff meeting.
 - b. The adoption, amendment or cancellation of the collective period of leave must take place before 1 March.
 - c. If an employee takes leave in the months of May or June for the purpose of a holiday, the hours of leave due until that time are given to him in advance.
 - d. The employer may offset any excess hours of leave against the hours of leave to be accrued during the year.
8. Based on the leave entitlement that exists pursuant to Paragraph 1 of this article, all employees shall be offered the option of taking six consecutive weeks of leave once every two years, insofar as the leave entitlements accruing to the employee at that time are sufficient for this purpose.
9. The employer shall issue a leave card to the employee in the first month of the year. When taking leave, the employee is obliged to have the hours of leave taken recorded on this card by the employer. The leave card, when issued by the employer, will state the number of hours of leave to which the employee is entitled.
10. The employee is not entitled to accrue leave for the time during which he has no entitlement to salary in money due to the non-performance of the stipulated work, except in the following cases:
 - a. if he cannot perform the stipulated work due to illness or following an accident and this illness or accident was not wilfully caused by him, unless the employee does not perform his work for only part of the time, whereby the limitation shall apply to days over and above the statutory minimum, over a period not exceeding six months;
 - b. If he, other than for the purpose of first training and without the intention of performing military or other government services by way of occupation, complies with an obligation imposed on him by the law, or arising from an obligation taken on by him vis-a-vis the government in respect of defending the country or safeguarding public order;
 - c. if he is on leave as referred to in Article 40, Paragraph 6;
 - d. if he was involuntarily unable to perform the stipulated work;
 - e. if an employee does not perform the stipulated work due to pregnancy or childbirth.
11.
 - a. During the term of the employment contract, the employee may not waive his entitlement to leave in return for compensation.

- b. An employee who is still entitled to leave at the end of the employment contract shall be entitled to a cash payment in the amount of the salary for a period corresponding to the entitlement.
- c. Any excess hours of leave taken shall always be settled at the end of the employment contract in the manner referred to under b.
- d. The employer is not entitled to stipulate, against the employee's will, that the period of notice or part thereof must be taken as leave.
- e. The employer is obliged to issue the employee with a statement showing the period of time over which the employee is still entitled to leave at the end of the employment contract.

Article 41 Extra free hours of leave for senior citizens and young people

1. Additional hours of leave are granted to the employee according to the following table:

Employment duration with the employer	Number of extra hours of leave
25 years or more	16
35 years or more	24

2. Additional hours of leave are granted to the employee according to the following table:

Age of the employee	Number of extra hours of leave
50 to 52	16
53 to 54	24
55 to 56	32
57 to 58	40
59 to 60	48
61 to 64	56

As of 1 July 2017, the following applies

Age of the employee	Number of extra hours of leave
51 to 53	16
54 to 55	24
56 to 57	32
58 to 59	40
60 to 61	48
62 to 66	56

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

- 3. If an employee is entitled to additional leave pursuant to both Paragraph 1 and Paragraph 2 of this article, the scheme most favourable to him shall apply.
- 4. Contrary to the provisions of Article 40, Paragraph 1, entitlement to the additional hours of leave referred to in Paragraph 1 and 2 of this article shall be accrued in the first full week of the calendar month following that in which the number of full years under one of the above schemes is reached. If an employee leaves employment within a year of this entitlement being accrued, a correction will be made to the number of additional hours of leave.

Example: An employee reaches the age of 50 on 15 October 2009. This employee is entitled to 16 additional hours of leave as of the first full week of November 2009. If this employee leaves employment on 30 April 2010, this entitlement will apply in proportion (6 / 12 months x 16 hours) and a correction will be made to the 16 extra hours of leave. For this part-time employee, these rights apply in proportion.

5. An employee who has not reached the age of 19 on 1 May of the calendar year in which the leave is accrued, is entitled to 24 additional hours of leave and is therefore entitled to 208 hours of leave per calendar year, provided that he has been employed uninterruptedly by the employer for 36 hours a week during that year. The provisions of Article 40, Paragraphs 1 and 3 shall apply accordingly.
6. Young employees retain their entitlement to leave for the time they spend attending classes as part-time school pupils. However, young employees have no entitlement to wages over this time spent attending classes - and thus also to the leave calculated over this time spent attending classes.

Article 41(a) Generation pact

The Generation Pact applies as of 1 January 2022 to employees in wage group 2, 3 and/or the position of driver with a minimum scope of employment of 50% and an age of 5 years or more before the state pension age, whereby a minimum of 5 consecutive years of employment with employers who are party to the collective labour agreement for textile care applies. The generation pact scheme entails that eligible employees accrue 92.5% salary and 100% of their pension over 80% of the working hours within the common working hours scheme. The percentages are based on the employment contract at the time a choice for the generation pact scheme is made. An employee who chooses the generation pact scheme waives the collective bargaining agreement regulation on leave for seniors as set out in Article 41 of the collective bargaining agreement. Vacant positions will be filled by (younger) employees on the basis of an employment contract in accordance with the collective bargaining agreement for the textile care industry.

Article 42 Leave in the case of incapacity for work

1. During absences due to incapacity for work, the employee retains his right to leave.
2. If an employee falls ill during the consecutive leave and he can provide a statement from the doctor treating him at the leave address, stating that the employee is not fit for work, he can claim leave at a later date.
3. The employer and the employee shall determine in mutual consultation when the leave referred to in Paragraphs 1 and 2 of this article can still be taken.
4. The entitlement to leave over and above the statutory minimum referred to in Article 40, Paragraph 10(a) shall be accrued over a period of no more than six months.

Note: The limitation to the leave entitlement accrued in the event of incapacity for work to a period of no more than six months applies only to days of leave over and above the statutory minimum. The accrual of statutory holidays in case of incapacity for work is therefore not limited. Statutory holidays are defined as the number of days corresponding to 4 times the number of hours worked per week.

Article 43 Unpaid leave

1. At the employee's request, these extra days of leave, unpaid, can be taken up to a maximum of 72 hours per calendar year. For part-time employees, this applies in proportion. Taking these days of unpaid leave is possible if:
 - a. a request to that effect was made to the employer at least 4 weeks in advance;

- b. and insofar as, in the opinion of the employer, business conditions permit this on the desired date(s).

Article 44 Parental leave

If the employee takes parental leave in accordance with the statutory regulation, this has no consequences for the pension accrual. The payment of premiums continues on the basis of the income and premium rate applicable immediately prior to the parental leave.

Article 45 Pension accrual during statutory short-term care leave

If the employee takes short-term care leave in accordance with the statutory regulation, this has no consequences for the pension accrual. The payment of premiums continues on the basis of the income and premium rate applicable immediately prior to the short-term care leave.

Article 46 Paid absence

In the cases listed below, the employee is entitled to paid absence for the time stipulated in each case, unless the absence is not necessary because the event in question took place elsewhere and/or outside the presence of the employee and provided he has given notice of the absence two days in advance if possible, submitting any supporting documents:

The statutory registered civil partnership is equated with marriage in this article.

Table of paid absences

A	In the event of the death of the life partner, parents (or parents-in-law), children (or foster children, or adoptive children, or step children).	From the day of death until the day of cremation or burial.
B	In the event of the death of grandparents, brothers, sisters or grandchildren of (the life partner of) the employee.	2 days.
C	In the event of the intended marriage of the employee.	1 day.
D	In the event of the marriage of the employee.	2 days.
E	In the event of the marriage of a parent, child (or foster child, or adoptive child, or step child), grandchild, brother or sister of the employee or of the life partner.	1 day.
F	When the life partner gives birth.	One time the weekly working hours.
G	In the event of the 25, 40, 50 and 60 year wedding anniversary of the employee, his parents, parents-in-law or grandparents.	1 day.
H	In the event of the 25, 40 and 50 year service anniversary of the employee,	1 day.
I	In the event of the ordination of a son or for the taking of	1 day.

	religious vows by a child (or foster child, or adoptive child, or step child).	
J	If the employee is briefly prevented from performing his work due to the fulfilment of an obligation personally imposed on him by or under the law through no fault of his own, provided that this fulfilment cannot take place in his free time and with deduction of any compensation which the employee might have received from third parties.	For a period of time to be determined in accordance with the principle of fairness by the employer, but up to a maximum of two days.
K	For visits to the doctor, dentist or specialist.	The time required for this, if the visit cannot take place during the employee's free time and insofar as the employee cannot claim compensation from third parties for the loss of income.
L	When the employee moves house, with a maximum of once per calendar year.	1 day.

Note:

Naturally, no claim can be made for paid short-term absence if the event takes place on a day on which the employee does not work either way. It is the absence that is paid for, not the cause.

COMMUTING EXPENSES SCHEME

Article 47 COMMUTING EXPENSES SCHEME

As of 1 January 2011, a commuting expenses scheme was introduced. Commuting shall from this date be reimbursed by the employer to the employee subject to the following:

- a. The amount of the reimbursement is € 0.14 per kilometre with a minimum travel distance of 5 kilometres and a maximum travel distance of 40 kilometres one way, per day worked. As of 1 March 2022, the reimbursement of €0.14 per kilometre will be €0.15 per kilometre.
- b. A commuting distance of more than 40 kilometres one way is reimbursed as 40 kilometres;
- c. Calculation of a one-way commute and return according to the route planner of the ANWB (Royal Dutch Touring Club), shortest route (home address postal code, workplace postal code);
- d. If transport is arranged by or on behalf of the employer, no reimbursement within the meaning of this commuting expenses scheme shall apply;
- e. If, in the case of moving house on the employee's initiative, the commuting distance increases, permission from the employer is required for a higher reimbursement;
- f. If there is a commuting expenses scheme at company level that is more favourable for the employee than the scheme under the collective bargaining agreement, the scheme at company level applies;
- g. The commuting reimbursement shall be paid in accordance with the rules laid down by tax legislation. This means that commuting reimbursements are paid either net or gross, depending on those rules.
- h. The tax offsetting of commuting reimbursements not received is made possible on a voluntary basis, subject to the use of a model agreement approved by Raltex and the implementation regulations.

CONSULTATIVE STRUCTURES

Article 48 Company consultations/employment security

1. The employer considers employment to be an important part of the social policy to be pursued. He will strive for the greatest possible continuity of the company and thus of employment.
2. The employer shall inform the employees' organisations, at their request, at least once a year about the general state of affairs in the company.
Developments in the field of employment in the company will be discussed in particular.
3. Employment security (merger, reorganisation and closure)
An employer who is conducting merger negotiations or intends to close down all or part of the company and/or drastically reorganise the workforce, or has other plans that will have a significant negative impact on employment and/or the financial position of those working in the company, shall inform the employers' associations and trade unions accordingly. The employer shall endeavour to avoid compulsory redundancies insofar possible.

Together with the employers' associations and trade unions, the employer will, as soon as it becomes necessary, pay attention to:

- a. the time at which the Works Council or the employee representative body will be informed for the issuing of an opinion;
 - b. the time and manner in which all employees will be informed;
 - c. the question whether and to what extent measures can be taken to prevent, eliminate or reduce any adverse effects on employees insofar possible.
4. The individual employers undertake, vis-à-vis the employees' associations, to comply with the provisions of the 'Ser fusiegedragsregels' (SER Merger Code) when preparing and implementing mergers.
 5. If the realisation of the plans referred to in Paragraph 3 of this article will lead to a reduction in the number of jobs, as well as in the case of a merger, the plans shall be realised after consultation with the works council and the employees' associations, with the primary aim being to avoid compulsory redundancies as far as possible.
 6. In the situation referred to in Paragraph 4, the employer shall endeavour to safeguard the continuity of the existing employment relationship as far as possible by offering alternative employment within the company or the group. The employee shall cooperate in all fairness.
 7. If the plans referred to in Paragraph 3 are to be implemented - with or without compulsory redundancies - the employer shall draw up a social plan in consultation with the employees' and employers' associations, indicating the interests of the employees concerned that in particular must be taken into account and the provisions that can be made in that respect.
 8. Before formulating and giving a definitive assignment to a management consultancy agency, which assignment is intended to change the structure and size of the organisation, the employer shall give the Works Council the opportunity to give its opinion on the matter and to inform the employees' associations, unless compelling business interests oppose this.

9. In consultation with the works council or the employee representative body, it will be examined to what extent the employment of vulnerable groups, such as young people, female employees and the disabled, can be actively promoted.
A resolution to adopt, amend or cancel such a policy requires the consent of the Works Council.
10. When vacancies arise, employees in the company concerned will be given the opportunity to apply for them, without prejudice to the possibility of recruiting from outside the company.
11. The employer shall report all relevant vacancies to UWV Werkbedrijf (Employee Insurance Agency; work placement branch) and after filling them or cancelling them, shall report them again.
12. The employer shall only make use of temporary workers if there are unavoidable peaks in work, an undesirable sudden accumulation of work due to illness, leave or temporary vacancies, and temporarily in the event of a transitional phase during reorganisation and in the event of structural changes to the company. The temporary workers shall receive remuneration in accordance with the applicable collective bargaining agreement.
13. **Safety, health, environment.**
The employer shall, taking into account the provisions of the 'Arbowet' (Working Conditions Act) that have come into force, take the best possible care of the safety of the employee and the measures to prevent damage to the employee in body and property, insofar as this damage is a direct or indirect result of the work in the company; in particular in connection with the composition of the (raw) materials and equipment used.
In this connection, the employer shall inform in good time and in advance everyone for whom any conceivable risk exists, of the nature of any risks and the possibility, or lack of possibility, of controlling those risks.
The employee shall observe his own safety and that of his fellow employees to the best of his ability, strictly follow the instructions given by the employer and use the prescribed safety equipment.
14. The moment an employer applies for a subsidy to improve jobs, this will simultaneously be reported to the other parties and in particular to the trade union leaders concerned.

Article 49 Industry consultations

Twice a year, consultation will take place at industry level about the developments within the industry, in particular concerning employment.
In order to optimise these consultations, which are held in Raltex, employers agree to provide information which, in the opinion of the parties, is necessary to discuss the developments in question (and to reach agreements regarding quantitative and/or qualitative aspects of useful employment).

FOUNDATIONS AND FUNDS

Article 50 RALTEX (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses)

1. There is a Stichting Raad voor Arbeidsverhoudingen Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses Foundation) (hereinafter referred to as: Raltex; Reitseplein 1, P.O. box 4076, 5004 JB Tilburg).
2. The articles and regulations of Raltex are part of the collective bargaining agreement.
3. Raltex aims to promote good social relations in the industry, in particular by managing the implementation and application of this collective bargaining agreement.
4. Raltex endeavours to achieve this goal by carrying out activities aimed at:
 - a. supporting and implementing joint consultation, not being a collective bargaining agreement, in the linen rental, laundry and textile cleaning sector (hereinafter referred to as: the sector);
 - b. providing education and information on the provisions of the collective bargaining agreement;
 - c. promoting compliance with the terms and conditions of employment in the sector and, in that context, advising on and resolving disputes in accordance with the procedures set out in Appendix 2 and Appendix 6 of this collective bargaining agreement in respect of the application of the collective bargaining agreement or the position classification and, in accordance with the Regulations in Article 57 of the collective bargaining agreement, Appendix 7, handling and investigating complaints that pertain to systematic non-compliance with the provisions of this collective bargaining agreement and imposing sanctions on those grounds, as well as carrying out inspections by the Raltex board in accordance with Appendix 4 of the collective bargaining agreement in the event of a well-founded suspicion of non-compliance with the collective bargaining agreement and imposing sanctions on those grounds;
 - d. on the grounds of Article 56 of the collective bargaining agreement and in accordance with the complaints procedure included in Appendix 8 of the collective bargaining agreement, handling and investigating complaints concerning undesirable behaviour in the linen rental, laundry and textile cleaning sectors (hereinafter referred to as: the sector);
 - e. conducting and publishing research into the perception and application of terms and conditions of employment in the sector and (comparative) research into terms and conditions of employment applicable in other sectors;
 - f. conducting and publishing research into the consequences of agreements made by parties to the collective bargaining agreement;
 - g. conducting and publishing research in the field of and/or financing and subsidising activities aimed at improving or promoting:
 - i. the working conditions in the industry;
 - ii. the functioning of participation consultations and bodies in the company;
 - iii. the valuation of the positions in the industry;
 - iv. the distribution of care responsibilities;
 - v. the position of women in the sector;
 - vi. the elderly policy in the sector.
 - h. financing and subsidising the management and the activities of the O&O Fonds (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies) described in Article 51 of the collective bargaining agreement;
 - i. expired
 - j. adopting further regulations or deviating conditions on the grounds of Article 58 of the collective bargaining agreement;
 - k. financing trade union leave in accordance with Article 55, Paragraph 1 of the collective bargaining agreement;

- l. expired
 - m. collecting the contribution owed to Raltex to finance the above activities (or having this collected by a third party).
 - n. supervising and coordinating the management activities of the:
 - i. VUW: Stichting Vrijwillig Uittreden voor de Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Foundation for Voluntary Resignation in Linen Rental and Laundry Businesses and Textile Cleaning Businesses);
 - ii. O&O Fonds: Stichting Opleidings- en Ontwikkelingsfonds Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation);
5. Each of the contracting parties is authorised to request the opinion of Raltex in the event of any disputes regarding the interpretation and application of the provisions of this collective bargaining agreement. The contracting parties undertake to regard this opinion of Raltex as binding between them and to conduct themselves in accordance with such a binding opinion. The binding opinion procedure is included in Appendix 6 and forms part of this collective bargaining agreement.
6. However, individual disputes between an employer and employee must be adjudicated by the court appointed for that purpose by law, unless both individual parties request Raltex in writing after the dispute has arisen to issue a binding opinion on the individual dispute in question, in which case both individual parties will be bound by this binding opinion. A request for such an opinion and/or the opinion itself can never impede recourse to the courts.

Article 51 O&O Fonds (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation)

1. There is a Stichting Opleidings- en Ontwikkelingsfonds voor de Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation) (hereinafter referred to as: O&O Fonds) c/o Reitseplein 1, P.O. box 4076, 5004 JB Tilburg. The purpose of the O&O Fonds is to develop, promote and finance sector-specific training.
2. The articles (Appendix 9), the benefit regulations (Appendix 10) and the internal regulations (Appendix 11) of the O&O Fonds form part of the collective bargaining agreement.
3. The object of the O&O Fonds is to promote the training of employees in the sector in order to achieve or increase the knowledge and/or skills of the employees necessary for the performance of current and/or future positions in the industry.
4. The O&O Fonds seeks to achieve this object by financing, in whole or in part, costs arising from the following activities:
 - a. the development and updating of training and courses aimed at
 - i. increasing professional and related general social knowledge;
 - ii. improving Dutch language skills on the shop floor.
 - b. the carrying out of training and courses referred to under a. subject to the conditions and further description as included in the regulations;
 - c. the promoting of participation in training and courses recognised by the O&O Fonds under the conditions and in accordance with the specifications set out in the regulations;
 - d. the gathering and providing of information on government subsidy schemes.
5. The employee is entitled to training aimed at maintaining professional competence.

6. The employee is entitled to at least one performance review per year in which, among other things, the training courses for which the employee is eligible are determined. Training courses offered by the O&O Fonds or other courses aimed at maintaining professional competence shall in principle take place during business hours, at the employer's expense.
7. If any disputes arise on this matter, the employee may appeal to the Works Council or, if there is no Works Council, to Raltex.

Article 52 Financing of sector organisations

1. The employer owes a contribution for the activities of Raltex and the O&O Fonds.
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 by the board for each year.
4. Contribution base: the sum of the salaries subject to contribution in the company of the employer.
5. Salary subject to contribution: the gross annual salary, increased by the holiday allowance and the structural year-end bonus, but excluding other bonuses, gratuities, payment for overtime and other emoluments to be specified by the employer, up to the maximum to be determined annually by the board of Raltex.
6. The contribution is collected by or on behalf of Raltex.
7. The term of this article is until 1 January 2023.

Article 53 Pension fund

A pension fund exists for the linen rental and laundry and textile cleaning industry, named stichting bedrijfstakpensioenfonds mode, interieur-, tapijt- en textielindustrie (sectoral pension fund for the fashion, interior, carpet and textile industry foundation). The rights arising from this fund are provided for in the Articles and the Pension Rules. Both the employer and the employee are obliged to participate in this Sectoral Pension Fund and to comply with the Articles and the Pension Rules of this Sectoral Pension Fund. This pension scheme does not apply to holiday workers and trainees.

Article 54 Expired

OTHER PROVISIONS

Article 55 Trade union provisions

1. If the employee is appointed as an official delegate for a meeting of the employees' organisation, the employer shall allow him to take paid leave up to a maximum of 5 days per calendar year, insofar as the business circumstances permit.

For the 6th up to and including the 8th day of trade union leave, the limitation is that the employer only has to allow it for one person per (branch of a) company at a time. Loss of wages as a result of trade union leave taken during the 6th up to and including the 8th day shall be borne by Raltex.

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

For group activities of the employee organisation, agreements can be made at group level.

2. If the employee has been appointed as an official delegate of an employees' organisation to take part in negotiations for this collective bargaining agreement, the employer shall, in addition to the leave of absence referred to in Paragraph 1, allow him paid leave for the time necessary for this.
3. Pursuant to Article 43, the employee may, if the leave referred to in Paragraph 1 has already been granted to the employee, take unpaid leave for trade union activities up to a maximum of 10 working days per calendar year, insofar as the business circumstances permit.
4. Trade unions have access to the company once a year, starting from this collective bargaining agreement, to enter into consultations with employees and company management (also separately) under the following conditions:
 - a. The visit is requested from the employer at least three weeks in advance
 - b. On the day of the meeting, a prior interview with the employer takes place
 - c. The meeting with trade union members and/or non-members takes place in a separate business space where other employees at work or enjoying a break are not disturbed. If there is no separate room, a suitable solution will be sought.
 - d. The meeting takes place outside the working hours of the employees.

Article 56 Combating undesirable behaviour in the workplace

1. The parties recognise the right of every worker to have his or her privacy and physical integrity respected. In their conduct towards each other, both employers and employees must respect these rights and also act morally and properly.
In this context, undesirable behaviour, such as sexual harassment and discrimination on grounds of race, skin colour, religion, or sexual preference, and bullying, aggression and violence within the employment relationship, is not permitted and may result in sanctions for the perpetrator.
2. In this context, the complaints procedure included in Appendix 8, which is part of this collective bargaining agreement, applies.

Article 57 Complaints procedure for systematic non-compliance with the provisions of the collective bargaining agreement

1. There is a complaints procedure for systematic non-compliance with the provisions of the collective bargaining agreement.
2. This complaints procedure is included in Appendix 7 and forms part of this collective bargaining agreement.
3. The parties to the collective bargaining agreement transfer their authority to institute an action for damages, as referred to in Article 3 of the 'Wet AVV' (Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act) and Article 15 of the 'Wet CAO' (Collective Agreements Act), to the board of Raltex, subject to the following provisions.
4. The board of Raltex shall not exercise the power referred to in Paragraph 3 until it has notified the parties of its intention to do so. The Raltex board, in doing so, gives each of the parties the opportunity to state, within a period of 14 days, whether it wishes to independently exercise the right to institute an action for damages against the employer in question.
5. If one or more parties decide to institute an action independently, they must notify Raltex, as a result of which the delegation as referred to in Paragraph 2 ceases to apply with regard to the action in question.

Article 58 Deviating conditions

If further regulations or different terms and conditions of employment may be desirable for certain companies, these companies may request Raltex to adopt such regulations.

Such an application shall in any case state the provision(s) for which derogation from the terms and conditions of employment is sought and shall include an explanation as to why the conditions have been met.

In assessing the application, Raltex will use the following criteria:
(temporary) special circumstances apply, other than what is usual for the industry, on the basis of which it cannot reasonably be demanded of the applicant that the collective bargaining agreement (or the provisions thereof) be applied in full;
another (terms and conditions of employment) arrangement applies, which is at least equivalent to this collective bargaining agreement (or its provisions) and which has been established in consultation with a trade union involved in this collective bargaining agreement.

Raltex shall make a decision within twelve weeks of receiving an application. This period may be extended by twelve weeks if Raltex is of the opinion that further information is required, or by such longer period as may reasonably be necessary to obtain such additional information.

The reasons for the decision on the request shall be given and the decision shall be communicated to the applicant in writing.

Article 58(a) Further terms and conditions of employment for participation in the modernisation pilot

If further terms and conditions of employment are adopted by Raltex at the request of the employer, subject to the provisions set out in the memorandum of 7 May 2018 (Appendix 13 of this collective bargaining agreement), for the benefit of the company maintained by this employer, these terms and conditions of employment shall apply as collective bargaining agreement provisions for the duration of the relevant pilot, to the exclusion of the relevant collective agreement provisions as they applied prior to the entry into force of the pilot. After the pilot has ended, the employee is (again) fully entitled to the terms and conditions of

employment that would have applied if the pilot had not taken place.

Article 59 Interim changes

If, however, the socio-economic situation or socio-economic legislation should change in the interim, which could not have been foreseen when the agreement was entered into, or which were not taken into consideration, and which are contrary to the basic principles with regard to wages and working hours in particular, the parties shall enter into mutual consultations for the purpose of reaching a (possible interim) amendment to the agreement.

Article 60 Raltex reimbursement

Via Raltex, the employers' organisations (FTN/Netex) have an annual sum of €120,000 available for the term of the collective bargaining agreement. The trade unions (FNV/CNV) also have annual sum of €130,000 available for the term of the collective bargaining agreement. The division between the parties is set at 5/6 (FTN and FNV) and 1/6 (Netex and CNV). These amounts shall be used to implement sector activities as referred to in Article 50, Paragraph 4 of the collective bargaining agreement.

Article 61 Term

1. This agreement is entered into for the period from 2 January 2022 to 1 January 2023. The parties to the collective bargaining agreement shall announce an extension of this agreement until 1 May 2023 three months before it expires.
The following fund provisions (articles and appendixes) have been agreed for the period from 2 January 2022 to 1 January 2023 and are not extended. Article 50, except for Paragraphs 1 and 3; Article 51, except for Paragraphs 1 and 3; Article 52, Article 60, Appendix 2 (Job Evaluation Appeals Procedure); Appendix 4 (Articles of Stichting Raltex); Appendix 5 (Regulations of Stichting Raltex); Appendix 6 (Binding Opinion Procedure Regulations), Appendix 7 (Complaints Procedure for Systematic Non-Compliance with Collective Bargaining Agreement Provisions); Appendix 8 (Complaints Procedure for the Prevention and Combating of Undesirable Behaviour); Appendix 9 (Articles of the O&O Fonds); Appendix 10 (Benefit Regulations of the O&O Fonds); Appendix 11 (Internal Regulations of the O&O Fonds); Appendix 12 (Audit Regulations of the Raltex Board); Appendix 13 (Raltex Modernisation Memorandum of 7 May 2018).
2. All rights arising from provisions of earlier collective bargaining agreements shall lapse with the entry into force of this collective bargaining agreement. Instead, the rights arising from the provisions of this collective bargaining agreement apply. If the entitlements, rights and obligations from previous collective bargaining agreements are amended in this collective bargaining agreement, then there is only a right to the new amended provisions and there is no continuing and/or cumulative right to the old provision. This provision applies exclusively to the so-called 'MDIEU' agreements (agreements concerning sustainable employment and early retirement), including the Generation Pact agreements, and the agreements concerning the shifting of the year-end bonus.

APPENDIX 1

Job Classification

The positions/activities marked with an * are so-called production positions.

Wage group I

Employees can be placed in this wage group for the first six months of their employment

Wage group II

Sorter/hanger*	Hanging up and sorting cleaned clothes.
Hotbox operator*	Drying of (polyester/cotton) items using the hotbox.
Popper/topper*	Removal of wrinkles in clothing using equipment.
Detacher*	Removal of stains from clothes, both cleaned and to be cleaned.
Strainer (removal side)*	Folding, taking and sorting of small and/or large strained laundry.
Ironer*	Ironing of all types of clothes (including speciality clothes).
Folder*	Folding of washed goods according to instructions.
Strainer (input side)*	Straining small and/or large laundry.
Warehouse employee*	Receiving, storing and preparing hired goods for delivery.
Packer of large goods*	Packing of clean laundry (large goods).
Clean laundry sorter*	Sorting of clean goods for post-processing.
Packer (small goods/personal goods)*	Packing and, at customer level, preparing personal laundry for dispatch and other small goods.
Checker/folder/packager of medical goods*	Checking, functionally folding and preparing parcels with medical goods.
Laundry damage repairer*	Repairing faults and damage to laundry.
Cleanroom employee*	Drying, folding and packaging of cleanroom clothing according to cleanroom standards.
Trouser presser*	Pressing of trousers.
Tumble dryer/folder*	Drying and folding of washed goods according to instructions.

Wage group III

Canteen manager	Managing the canteen and providing drinks and snacks.
Packager of medical goods/autoclave operator*	Preparation of medical packages and sterilisation of medical packages using an autoclave.
Suede department employee (spraying)*	Performance of finishing work on cleaned leather clothing.
Adjuster/modifier*	Adjustment of and modifications to clothing.
Dirty laundry sorter (large goods)*	Sorting dirty laundry (large goods).
Universal presser*	Assessment of clothing offered with regard to the operations to be performed and preparing of all kinds of cleaned garments.
Autoclave operator*	Sterilisation of medical packages using an autoclave.
Presser/folder*	Pressing and folding of shirts, jackets, trousers and the like.
Dirty laundry sorter (small goods/personal goods)*	Sorting and marking of dirty laundry (small goods/personal goods)*
Shop clerk	Taking care of the intake and issue of goods in the shop and finishing the cleaned clothes as part of the production process.
Universal detacher*	Localising, assessing and identifying all types of stains on clothes, both cleaned and to be cleaned, and on clothes already treated by detachers; removing these stains, possibly with the help of self-made detachments.
Wet cleaner (whites/colours)*	Washing coloured and white laundry.
Chemical cleaner*	Cleaning of laundry mainly via chemical dry cleaning, but also wet cleaning where possible.
Business administration staff member	Processing company data and typing documents in the Dutch language.

Wage group IV

Cleaner (automated wash)*	Operating and supervising the course of the automatic washing process.
Universal chemical cleaner	Operating and supervising the course of the (automatic) cleaning process and localising and solving all problems that occur in the process.
Receptionist	Speaking to visitors correctly and smoothly and establishing telephone connections.
Van driver	Taking care of transportation of laundry using a van.
Foreman	Ensuring optimal production progress by supervising and participating in the execution of work in the finishing and/or packaging department in particular.
Accounts receivable employee	Checking invoices and coding cash, bank and giro documents.
Prospective mechanic	Assisting with bringing and keeping the means of production and (equipment in) buildings in good mechanical condition.
Sterile medical devices employee A	Cleaning and disinfection of medical devices, assembly and inspecting the sterilisation process of nets, logistic activities, accounting for administrative work.

Wage group V

Truck driver	Taking care of the transportation of roll (cage) containers and moving cabinets loaded with laundry, using a truck.
Foreman	Ensuring an optimal production progress by directing and controlling the washing process and supervising and participating in the sorting work.
General secretary	Performing various administrative and secretarial support activities.
Truck driver/	Taking care of the transportation of laundry using a truck and performing service work at customers' premises arising from the rental of linen and auxiliary equipment.
Customer care assistant	Management and administration of customer data for correct invoicing and transport completion of laundry.
Account manager	Monitoring and optimising the operational activities of renting goods to customers
Sterile medical devices employee B	In addition to the activities of sterile medical devices employee A, operational process control in the absence of the team leader, and ensuring/promoting internal quality.
Administrative assistant (Central Sterilisation Service)	Providing administrative secretarial support and providing information to the department.

Please note: All positions are listed in their 'male' equivalents, but are intended to cover both male and female employees.

Job Evaluation Appeal Procedure

1. Each employee is notified, in writing by the management of the branch or company in which he works, of the position to which he has been appointed, the job description that applies to him and the job category in which the position is classified.
If there is no suitable model job listed in the manual for an employee's position, the employer shall classify the actual job by comparing it with the most similar model jobs.
The employee shall be notified, in writing, of which model job has been chosen and on what basis the employee's position has been classified as equal to, higher or lower than the model job.
2. If an employee objects to his job description, his classification or is of the opinion that his position has changed and therefore objects to his classification, he shall endeavour to resolve the objection through the normal channels within the establishment or company (immediate superior, subsequent superior, management or its representative(s)).
If no job description applies to an employee, the first step will be to describe, analyse and value the position (in consultation with the person concerned).
3. If a satisfactory solution is not reached within two months by the means specified under 2, employees
 - a. who are members of an employees' organisation, shall submit the objection to that employees' organisation. The expert from the employees' organisation shall examine the objection and, together with an expert selected by the employer, shall issue an opinion on the objection.
 - b. who are not members of an employees' organisation, shall submit the objection to the board. That board, after consulting an external expert, shall issue an opinion on the objection.
4. The experts' opinion will be binding if there is agreement. This is on the condition that both parties have explicitly indicated in advance that they agree to a binding opinion. If the experts consulted do not agree, the job description or its classification will be submitted to Raltex.

Collective Bargaining Agreement for the Textile Care Industry Protocol

Further detailing of the protocols (including determining timelines and appointing working groups) will take place through Raltex.

Sustainable employability

The parties to the collective bargaining agreement shall promote the sustainable employability in respect of short and longer open-ended employment contracts by drawing up a package of further initiatives to improve employability, training and development and labour mobility of employees.

Financial empowerment

From RALTEX, parties shall initiate an information programme on debt adjustment prevention, under the denominator of financial empowerment of employees, in line with the framework of the sustainable employability programme resulting from the sector analysis.

Request to AWWN/SPDI

The parties request AWWN/SPDI to prepare and submit an MDIEU (sustainable employability and early retirement) subsidy application as soon as possible. It is important for the parties to the collective bargaining agreement to come to binding agreements in the field of sustainable employability; therefore, the parties to the collective bargaining agreement will make efforts to realise this in accordance with earlier discussions, under the guidance of AWWN/SPDI, and will make a balanced contribution in the context of co-financing.

Agreement on future pension development protocol

Parties to the collective bargaining agreement have a clear role to play in the future pension choices based on the pension agreement signed by national parties and the House of Representatives. This includes the choice of the type of scheme, the pension provider, and whether or not to add the pre-existing pension assets. The parties to the collective bargaining agreement want to make their voices heard together and, in cooperation with the current pension scheme provider, MITT, come to a concrete interpretation. Part of this is a structural consultation between the MITT board and the parties to the collective bargaining agreement.

Occupational health and safety, and RI&E

The current occupational health and safety catalogues and sector-specific RI&Es (risk inventories and evaluations) will be updated on the assignment of the parties to the collective bargaining agreement. The updated RI&E will be introduced to employers and employees through a publicity campaign. At the same time, the campaign will focus on intensifying the attention of both employer and employee to good working conditions. The decision on this will be made within Raltex.

Modernisation

The parties agree to reach concrete agreements during this collective bargaining agreement period to clearly modernise and flexibilise the collective bargaining agreement for the textile care industry at company level. To this end, further research is being carried out to detail the preconditions in concrete terms, including flexibility, work rotas, business hours and budget-neutral settlement of allowances and bonuses. Current employees will not lose income. External experts are used for this purpose. Approximately three companies that have a Works Council/employee representative body will run an administrative (shadow) trial, focusing on the working hours rota regulations to be detailed (test of bottlenecks). The parties shall agree on these arrangements no later than 1 July 2017 and lay them down in a new collective bargaining agreement, whereby this shall be described in more detail in a specifically connected text (so-called A and B sections). The decision will be made within Raltex.

Supervisory body

Social partners shall establish a committee by 1 July 2016. This committee shall elaborate at least one opinion concerning a pragmatic and effective approach, mode of operation and organisation of the supervisory body on the basis of the proposals submitted by the parties.

The committee will consist of two members acting on behalf of employees, and two members acting on behalf of employers. The parties shall jointly appoint a (third) chairman. The committee will be supported by one or more external organisational, legal and/or investigative experts who will take care of the detailing. The decision will be made within the Raltex framework by 1 July 2017 at the latest. A pilot will be set up for 1 January 2017 and implemented in the first quarter of 2017.

(Apprentice) sterile devices employees

The parties agree that, in the coming collective bargaining agreement period, further research will be carried out into an appropriate bonus for sterilisation employees, which bonus shall be in proportion to comparable work performed outside of the scope of the textile care sector. A structural solution will be achieved by 1 January 2017.

3rd 'Ww'-year protocol agreement

The parties agree, in consideration of the agreements in the social agreement and taking into account the relevant correspondence, to make agreements on the repair of the public 'WW' (Unemployment Insurance Act) through the private supplementation of the 'WW' (Unemployment Insurance Act) and the duration of the wage-related 'WGA' (Partial Capability for Work Act) benefit in connection with agreements on the prevention of unemployment, if there is agreement on a uniform regulation and implementer at the national level. The premiums for the private part are paid by the employee.

The parties will implement the protocol agreement on the repair of the public 'WW' (Unemployment Insurance Act) through the private supplementation of the 'WW' (Unemployment Insurance Act) and the duration of the wage-related 'WGA' (Partial Capability for Work Act) benefit in connection with agreements on prevention of unemployment through affiliation to the SPAWW (Foundation for Private Supplementation of the Unemployment Insurance Act).

Assessment of Article 8 Paragraph 8 of the collective bargaining agreement for the textile care industry protocol agreement

The parties to the collective bargaining agreement argue that the current collective bargaining agreement for the textile care industry is/should be equivalent, where the deployment of temporary workers is concerned, to employees with a fixed-term or open-ended contract. The parties agree to investigate this further and possibly to amend this, so that Article 8, Paragraph 8 of the collective bargaining agreement can expire. The parties shall consult the national employers' and employees' representatives in the Stichting van de Arbeid (Labour Foundation) and shall take into account the amended legal framework and guidelines.

Generation pact protocol agreement

Parties decide to introduce the generation pact with effect from 1 January 2022. The parties hereby make the choice not to use the space in this collective bargaining agreement for an early resignation regulation, but to investigate the early resignation regulation option for the future in the agreements concerning sustainable employability.

Drafting of a new collective bargaining agreement

The confidence of employers and employees in the functioning of an appropriate set of working conditions is essential. The 'collective bargaining agreement booklet', as a cornerstone, should reflect the company behind it. The parties agree on the following process conditions, the most important building blocks and the corresponding guarantees, so that during drafting and the first phase thereafter, everyone will recognise themselves in the new cornerstone. In concrete terms, this means that the parties draft a renewed set of simple and clear agreements, at a language level suitable for the user, under the following conditions:

- a. A timeline with go and no-go markers.
- b. A list of the most important building blocks.
- c. How to deal with the shifting of wage costs within the current agreements, if necessary.
- d. Guarantees that no existing parts disappear.
- e. Guarantees on existing rights and how they will be transformed into new rights, or be preserved.
- f. Process design under RALTEX.
- g. Agreements on including those being represented and communication.
- h. Maintaining the universal application order.
- i. Transferring the RALTEX - O&O components from 1-1-2023 to a separate five-year fund collective bargaining agreement

APPENDIX 3A

STATUTORY FORMS OF LEAVE

Type of leave	Explanation
Maternity and childbirth leave	Paid leave for the employee from 6 to 4 weeks before the expected date of delivery. The employee is entitled to at least 10 weeks' childbirth leave. The maternity leave and childbirth leave together must be at least 16 weeks.
Paternity leave	Right to paid paternity leave of one week for the spouse or partner of the mother of a newborn baby. The paternity leave must be taken within 4 weeks after the birth in case of at-home delivery. In case of delivery at a hospital, the leave must be taken within 4 weeks of the baby coming home from the hospital.
Parental leave	Right to unpaid leave for 26 weeks, spread over 12 months, to temporarily work less to spend more time with children up to the age of 8. As of 2 August 2022, right to 9 weeks of paid leave in the child's first year of life. During this leave, the employee will receive a UWV (Employee Insurance Agency) benefit amounting to 50% of the daily wage.
Adoption leave or foster care leave	a maximum of 6 consecutive weeks of leave. This is to be taken within a period of 26 weeks. Alternatively, the leave can be taken spread over 26 weeks
Short-term care leave	Right to several days of leave for necessary care of children (or foster children, or adoptive children), the partner, parents, grandparents, grandchildren, brothers/sisters; other household members or acquaintances who depend on the employee's care. Per year, an employee may take up a maximum of 2x the number of hours worked per week as short-term care leave. During the short-term care leave, the employer continues paying at least 70% of the salary, and at least the minimum wage.
Long-term care leave	Right to a longer period of unpaid leave to care for someone close to you who is ill or in need of care. Per year, an employee may take a maximum of 6 times the number of hours worked per week as care leave, or for a consecutive period of up to 12 weeks, half the number of hours worked per week. In consultation with the employer, the leave may be spread over a maximum of 18 weeks. In consultation with the employer, the number of hours per week may also be arranged differently. The employer does not have to continue to pay wages during the leave
Emergency leave	Paid leave for problems in private life that an employee has to solve immediately. The emergency leave can only be taken for the initial handling of private problems, for example if a sick child has to be picked up from school or to arrange for a plumber in case of a burst pipe.

Please note: the explanation of the types of leave is a guideline. For more information, for example on when to apply for these types of leave or the circumstances under which the employer can refuse to grant leave, please refer to the full regulations. These can be found at www.rijksoverheid.nl/onderwerpen/verlof-en-vakantie.

**ARTICLES OF THE STICHTING RAAD VOOR ARBEIDSVERHOUDINGEN LINNENVERHUUR- EN
WASSERIJBEDRIJVEN EN TEXTIELREINIGINGSBEDRIJVEN**

Article 1

Name, registered office, term

The Foundation shall bear the name: Stichting Raad voor Arbeidsverhoudingen Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses), hereinafter referred to as: Raltex. Raltex was formed for an indefinite period and has its registered office in Tilburg.

Article 2

Object

1. The object of Raltex is to promote good social relations in the sector, in particular by having activities financed and subsidised in whole or in part, aimed at the optimal functioning, from a socio-economic point of view, of the branches of industry falling under the provisions of the collective bargaining agreement for the textile care industry (hereinafter referred to as: the collective bargaining agreement).
2. Raltex seeks to achieve this object by:
 - a. supporting and implementing joint consultation, not being a collective bargaining agreement, in the textile care sector (hereinafter referred to as: the sector);
 - b. providing education and information on the provisions of the collective bargaining agreement;
 - c. promoting compliance with the terms and conditions of employment in the sector and, in that context, advising on and resolving disputes in accordance with the procedures set out in Appendix 2 and Appendix 6 of this collective bargaining agreement in respect of the application of the collective bargaining agreement or the position classification and, in accordance with the Regulations in Article 57 of the collective bargaining agreement, Appendix 9, handling and investigating complaints that pertain to systematic non-compliance with the provisions of this collective bargaining agreement and imposing sanctions on those grounds, as well as carrying out inspections by the Raltex board in accordance with Appendix 12 of the collective bargaining agreement in the event of a well-founded suspicion of non-compliance with the collective bargaining agreement and imposing sanctions on those grounds;
 - d. on the grounds of Article 56 of the collective bargaining agreement and in accordance with the complaints procedure included in Appendix 10 of the collective bargaining agreement, handling and investigating complaints concerning undesirable behaviour in the textile care sector (hereinafter referred to as: the sector);
 - e. conducting and publishing research into the perception and application of terms and conditions of employment in the sector and (comparative) research into terms and conditions of employment applicable in other sectors;
 - f. conducting and publishing research into the consequences of agreements made by parties to the collective bargaining agreement;
 - g. conducting and publishing research in the field of and/or financing and subsidising activities aimed at improving or promoting:
 - i. the working conditions in the industry;
 - ii. the functioning of participation consultations and bodies in the company;
 - iii. the valuation of the positions in the industry;
 - iv. the distribution of care responsibilities;
 - v. the position of women in the sector;
 - vi. the elderly policy in the sector.
 - h. financing and subsidising the management and the activities of the O&O Fonds (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies) described in Article 51 of the collective bargaining agreement.

- i. financing and subsidising the management and activities of the Bedrijfscommissie (Joint Sectoral Committee for Textile Cleaning Companies) arising from the tasks assigned to it pursuant to the 'Wet op de Ondernemingsraden' (Works Councils Act).
- j. adopting further regulations or deviating conditions on the grounds of Article 58 of the collective bargaining agreement;
- k. financing trade union leave in accordance with Article 55, Paragraph 1 of the collective bargaining agreement;
- l. collecting the contribution owed to Raltex to finance the above activities (or having this collected by a third party).
- m. supervising and coordinating the administrative activities of the:
 - i. VUW: Stichting Vrijwillig Uittreden voor de Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Foundation for Voluntary Resignation in Linen Rental and Laundry Businesses and Textile Cleaning Businesses);
 - ii. O&O Fonds: Stichting Opleidings- en Ontwikkelingsfonds Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation);
 - iii. Bedrijfscommissie: Bedrijfscommissie voor Reinigingsbedrijven (Joint Sectoral Committee for Cleaning Companies).

Article 3 Board

The board of Raltex is composed of equal numbers of representatives of the employers' organisations and the employees' organisations to the collective bargaining agreement.

Article 4 Appointment of the members of the board

1. The board of the Raltex consists of 4 members, appointed as follows:
 - a. one member by the Federatie Textielbeheer Nederland (FTN; the Dutch Textile Management Federation)
 - b. one member by the Nederlandse vereniging van Textielreinigers NETEX (Netex; the Dutch Association of Textile Cleaners)
 - c. one member by FNV (Dutch Trade Union Confederation)
 - d. one member by CNV Vakmensen (National Federation of Christian Trade Unions in the Netherlands; Skilled Workers).
2. A deputy member may be appointed for each member. Deputy members shall have the right to vote only if the member for whom they deputise is not present.
3. Appointment of a (deputy) member takes place for three years according to a schedule.
4. If the number of members is fewer than the number prescribed, the board shall remain competent, but shall immediately take measures to supplement them.
5. The organisations referred to in Paragraph 1 shall be entitled at any time to dismiss the (deputy) members appointed by them.
6. The vacancy which arises pursuant to the preceding paragraph shall be filled by the organisation which discharged the previous member of the board.

Article 5 End of board membership

The (deputy) board membership ends:

- a. when the organisation that appointed the relevant board member is no longer party to the collective bargaining agreement;
- b. by giving written resignation;
- c. by dismissal as referred to in Article 4, Paragraph 6;
- d. by dismissal by the Court;
- e. by declaration of bankruptcy or being subject to a bankruptcy order;
- f. by applying for a suspension of payments;
- g. by being placed under guardianship;

- h. by death.

Article 6

Authority of the board

1. Within the limits of the Raltex objects, the board is independently authorised to perform all acts and enter into all agreements concerning Raltex.
2. The Board is authorised to decide to enter into agreements for the acquisition, alienation and encumbrance of property subject to registration, and for entering into agreements whereby the foundation binds itself as surety or as joint and several co-debtor, warrants performance by a third party or binds itself as security for a debt of another. Agreements as referred to in this paragraph may be entered into for a maximum amount of one million euros (€1,000,000.00).
3. The board may adopt regulations for the performance of its duties. A regulation may not contain any provisions that are contrary to the law or the articles.

Article 7

Chairman

1. The board shall appoint a chairman and a vice-chairman from among its members every calendar year, on the understanding that if the chairman is one of the members from the employers' organisations, the vice-chairman shall be one of the members from the employees' organisations and vice versa.
2. The chairmanship and vice-chairmanship will change every calendar year.

Article 8

Secretary

The board may entrust the performance of the duties of the Raltex Secretariat, as well as other duties to be determined, to an independent institution or person who enjoys the confidence of the organisations referred to in Article 3, all under the responsibility of the board. The costs thereof shall be borne by Raltex.

Article 9

Treasurer

The administrative and financial management shall be carried out under the responsibility of the board and with due observance of an instruction established by the board, by a treasurer appointed in writing by the board until further notice.

Article 10

Board meetings

1. The board meets at least once every year and furthermore as often as the chairman or at least two board members deem necessary.
2. The manner and period for convening a meeting shall be provided for via a board resolution.
3. According to regulations to be adopted by the board, the (deputy) members receive an allowance for travel expenses as well as a fee payable by Raltex for attending meetings or similar events.

Article 11

Adoption of resolutions

1. The board cannot adopt resolutions if not at least one of the board members designated by employers' organisations and one of the board members designated by employees' organisations are present.

2. Each member from the employers' side has as many votes as those from the employees' side present and vice versa.
3. Resolutions shall be adopted via a simple majority of votes.
4. In the event of a tied vote, the motion shall be voted on again at the next meeting. If votes are then tied again, the motion shall be deemed to be rejected.
5. Voting on matters is done verbally, voting on persons is done in writing. If there is any doubt as to the nature of the subject matter, the chairman shall decide.
6. The board may also adopt legally binding resolutions other than in a meeting. This shall be done in writing and via unanimous vote. The provisions of Paragraphs 4 and 5 shall apply accordingly.
A resolution adopted other than in a meeting is equivalent to a resolution adopted in a board meeting and shall be confirmed in the next board meeting for reporting purposes.

Article 12 Confidentiality

The members of the board, as well as the secretary and the treasurer, are bound to keep confidential all matters that come to their attention and in respect which the chairman has imposed a confidentiality obligation, or of which they should understand the confidential nature.

Article 13 Representation

1. Raltex is represented in and out of court by the board or by the chairman and vice-chairman jointly.
2. The board can grant power of attorney to one or multiple board members as well as to third parties, to represent Raltex within the limits of that power of attorney.

Article 14 Committees

1. The Board may delegate certain parts of its duties, under its responsibility, to permanent committees or ad hoc committees to be set up by it.
2. The committees shall be composed of equally from the employers' and employees' organisations to the collective bargaining agreement.

Article 15 Funds

The funds of Raltex consist of:

- a. segregated foundation capital;
- b. contributions owed to Raltex by parties obliged to contribute pursuant to the collective bargaining agreement.

Article 16 Use of funds

1. The funds made available will be used by Raltex to cover the costs arising from the activities mentioned in Article 2, Paragraph 2 of the articles.
2. With regard to the expenditure of the requested funds, institutions requesting subsidy are obliged to submit a budget to the board in advance, specified according to the activities/expenditure objects referred to in Article 2, Paragraph 2.
3. The allocation of funds shall take place for one year at a time.

The institution requesting the subsidy must submit an annual report audited by a registered accountant¹ or accounting consultant with certifying powers, on the use of the funds. This report should be (at least) specified according to the activities/expenditure objects referred to in Article 2, Paragraph 2.

Article 17

Investments

1. The funds referred to in Article 15 - insofar as not directly intended for the expenditure referred to in Article 18, Paragraph 1 - shall be invested under the responsibility of the board, with due regard for the requirements to be reasonably set in respect of liquidity, return and risk distribution.
2. Available funds are deposited in the current account with the treasurer. The documents relating to private loans are kept in the safe of the treasurer.
3. Securities and other monetary instruments are deposited with general commercial banks.
4. The board shall determine the costs of managing the funds and the manner of settling such costs.

Article 18

Budget, account and recognition

1. In December each year, the board adopts a budget of income and expenditure for the upcoming financial year. The financial year shall be equal to the calendar year.
2. This budget includes:
 - a. the income from the contributions to Raltex pursuant to the collective bargaining agreement;
 - b. the expenses of Raltex specified according to the activities/objects referred to in Article 2, Paragraph 2.
3. The costs of work performed by third parties for the benefit of Raltex shall 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 available for inspection at the offices of Raltex for one year from the date of its adoption and will be sent to employers and employees in the sector on request and against payment of the associated costs.
5. No later than 1 June, the treasurer shall render account to Raltex for the management he has conducted in the previous financial year. The account rendered is to show that the expenditure is specified according to the spending objects/activities referred to in Article 2, Paragraph 2. This is done in financial statements - which must be accompanied by a report showing that the expenditure is specified in accordance with the spending objects/activities referred to in Article 2, Paragraph 2 - by an external registered accountant¹ or accounting consultant with certifying authority to be appointed by the board. The reports received from third parties as referred to in Article 16, Paragraph 4 shall form an integral part of the financial statements.
6. The board shall adopt the financial statements no later than 1 July.
7. Approval by the board of the accounts rendered shall serve to discharge the treasurer from liability.
8. The account rendered, with a report from the external registered accountant or accounting consultant with certifying powers, shall be published annually in accordance with the statutory provisions and communicated before 1 July to the employers' and employees' organisations referred to in Article 4 and to the Ministry of Social Affairs and Employment. The aforementioned documents shall be available for inspection at the office of Raltex and in one or more locations to be designated by the Minister of Social Affairs and Employment for a period of one year from the date of their adoption and shall be sent to employers and employees in the sector on request and against payment of the associated costs.

Article 19

Determination and collection of contribution

The method of determining the amount of the contribution due pursuant to the collective

¹ Comparable to a chartered accountant (UK) or a certified public accountant (US).

bargaining agreement and the collection thereof shall take place in accordance with the provisions of the regulations.

Article 20

Enforcement and amendment of the articles and regulations, dissolution

1. The board shall ensure that the articles and any regulations are enforced.
2. The board is authorised to amend the articles and any regulations.
3. Resolutions to amend the articles, to enter into a merger and to dissolve Raltex may only be adopted unanimously in a meeting in which at least three-quarters of the board members are present.
4. In deviation from the provisions of Paragraph 3, a resolution to amend the articles and regulations may be adopted in writing by the board. In the case of a written resolution, all board members must cast their votes and the resolution must be adopted unanimously. If one or more members of the board object to the written submission or to the draft motion submitted, the resolution must be adopted in a board meeting.
5. Dissolution of Raltex is only possible after the expiry of the universal application order of the collective bargaining agreement.
6. The resolution to dissolve the company shall also specify the use of any surplus funds, which shall be in accordance with the objects of Raltex insofar possible.

Article 21

Final clauses

In cases not provided for by these articles or the regulations, the board shall adopt a resolution.

**Regulations of the Stichting Raad voor Arbeidsverhoudingen Linnenverhuur- en
Wasserijbedrijven en Textielreinigingsbedrijven**

**ARTICLE 1
Definitions**

1. Linen rental, laundry and textile cleaning sector:
Companies or parts of companies with registered office in the Netherlands, as described in the collective bargaining agreement for the textile care industry
2. Employer:
The person (natural or legal person) who runs a business in the linen rental, laundry and textile cleaning industry.
3. Employee:
The employee as referred to in Article 1, Paragraph 4 of the collective bargaining agreement.
4. Raltex:
The Stichting Raad voor Arbeidsverhoudingen Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses)
5. Collective bargaining agreement:
The collective bargaining 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 each year by the board, taking into account the provisions on this matter of Article 52 of the collective bargaining agreement.
2. The employer is obliged to pay this contribution to Raltex.
3. Raltex shall notify the employer in writing via the treasurer of the amount to be paid, stating the period within which payment is to take place.
4. The employer is obliged to provide, at the times, in the manner and over the periods determined by the Raltex, the information that Raltex considers necessary for determining the contribution due or advance payable by the employer.
5. If the employer does not provide Raltex with the necessary information, or does so untimely or incompletely, Raltex is authorised to determine the amount of the contribution or advance payment owed to the best of its knowledge.
6. The costs of collecting and providing the information required by Raltex shall be borne by the employer.
7. The employer is obliged to pay the contribution owed for a calendar year within 14 days after the date of the relevant invoice from Raltex.
8. The board is authorised to demand that the employer makes advance payments of the contribution owed to Raltex at times to be determined by the board.
9. The employer is obliged to pay the advance payment within 14 days of the date of the relevant invoice to Raltex.

In the event of untimely payment of the advance payment, the entire remaining amount of the advance payment invoice shall also become immediately due and payable.

10. In the event of untimely payment of the contribution or advance contribution due, the employer shall be in default by the mere lapse of time.
11. If the employer is in default pursuant to Paragraph 10, Raltex shall be entitled to claim:
 - a. the interest on the amount due from the day following the day on which the amount due should have been paid;
 - b. reimbursement of extrajudicial collection charges, without prejudice to the other costs of prosecution pursuant to the law.
12. The interest shall be calculated according to the percentage of the statutory interest as referred to in Book 6, Section 119 and Book 6, Section 120 of the Dutch Civil Code. The extrajudicial collection charges are set at 15% of the amount owed, with a minimum of € 50.

ARTICLE 3 **Financing the objects**

1. The funds made available are used to finance or subsidise, in whole or in part, the activities mentioned in the Raltex articles.
2. The board shall always adopt a resolution to that effect on the basis of a request from the institutions concerned, or a resolution adopted by the board itself to carry out activities. This will have to be supported by budgets, either once or periodically, on the basis of which the financial resources to be provided can be determined.
3. The institutions referred to in Paragraph 2 shall be required to annually submit a report on the use of the funds received, audited by a registered accountant¹ or accounting consultant with certifying powers.

ARTICLE 4 **Unforeseen cases**

In unforeseen cases, the board shall adopt a resolution, provided that this does not contravene the articles

ARTICLE 5

These regulations came into force on 1 July 1998 and were most recently amended with effect from 1 July 2002.

¹ Comparable to a chartered accountant (UK) or a certified public accountant (US).

Raltex Binding Opinion Procedure Regulations

ARTICLE 1 Definitions

Raltex:	Stichting Raad voor Arbeidsverhoudingen Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses)
Collective bargaining agreement:	The collective bargaining agreement for the textile care industry
Regulations:	The Raltex Binding Opinion Procedure Regulations
Secretary:	the secretary of Raltex

ARTICLE 2 Duties

1. Raltex has the duty, on behalf of the parties to the collective bargaining agreement, within the framework of Article 50, Paragraph 6 of the collective bargaining agreement and these regulations, to issue a binding opinion, on request, in a dispute about the application of the collective bargaining agreement;
2. A dispute exists if an attempt has been made in vain to reach an out-of-court settlement as referred to in Article 3 of the regulations.

ARTICLE 3 Submitting requests

1. Before submitting a request, a complaint must be made known to the immediate supervisor (if it concerns an employee's complaint) or to the employee (if it concerns an employer's complaint). The parties to the dispute shall consult each other for the purpose of reaching an out-of-court settlement.
2. If this does not lead to a solution within 14 days, the complaining party shall notify the other party in writing of its intention to submit the dispute to Raltex.
3. If an out-of-court settlement is not reached within 14 days, this shall constitute a dispute as referred to in Article 2, Paragraph 2 of the regulations.

ARTICLE 4 Requests and deadlines

1. A request for a binding opinion in a dispute as referred to in Article 2, Paragraph 1 of the regulations can be made by any party to the collective bargaining agreement acting on behalf of the employer(s) and employee(s) and/or any employer and employee.
2. The deadline for submitting a request shall be no more than six months from the time when the complaining party sent the other party the notification referred to in Article 3, Paragraph 2 of these regulations.
3. The request should be submitted in writing to the secretary (c/o Raltex, P.O. box 4076, 5004 JB Tilburg).
4. The request shall in any case contain:
 - a. the name and address of the requesting party;

- b. the date;
 - c. a brief overview of the facts;
 - d. a reasoned description of the opinion that the requesting party (or parties) seek;
 - e. a copy of the notification referred to in Article 3, Paragraph 2 of these regulations.
5. The cost for submitting a request is € 34.03.

ARTICLE 5 Procedure

1. The secretary shall decide whether a dispute exists as referred to in Article 2 of these regulations, and whether the request fulfils the conditions set out in Article 4 of these regulations. If necessary and possible, the requesting party shall be given the opportunity to rectify any omission within 14 days.
2. The secretary shall send the requesting party an acknowledgement of receipt and a statement in which the requesting party undertakes to accept the opinion of Raltex as binding. This statement, signed, shall be returned to the secretary within 14 days of having been sent. It shall also announce the manner in which, and the term within which the costs as referred to in Article 4, Paragraph 5 of these regulations must be paid.
3. If the requesting party does not wish to accept the opinion of Raltex as binding, he must notify the secretary in writing within 14 days of the date of the acknowledgement of receipt. In that case, the request will not be considered further. The secretary shall inform the person(s) concerned accordingly.

ARTICLE 6 Statements

1. After receipt of the documents and payment of the costs as referred to in Article 5, Paragraph 2 of these regulations, the secretary shall send the request to the other party for response and for signing a statement in which the other party undertakes to accept the opinion of Raltex as binding.
2. If the other party wishes to accept the opinion of Raltex as binding, the other party must send the signed statement as referred to in the previous paragraph and its written response to the request to the secretary within 14 days of the date of the notification. This period may be extended by 14 days if, in the opinion of the secretary, there are urgent reasons for doing so.
3. If the other party does not wish to accept the opinion of Raltex as binding, he must notify the secretary in writing within a period of 14 days of the date of the notification. In that case, the request will not be considered further. The secretary shall notify the requesting party and the other party accordingly.

ARTICLE 7 Consideration of the dispute

1. If both parties wish to accept Raltex's advice as binding, the dispute will be considered.
2. If, in the opinion of the secretary, after receipt of the response from the other party, the dispute is still insufficiently clear, an extra session of hearings shall be held in which the parties are given 14 days to respond.
3. The information received shall be communicated to the other party for information.

ARTICLE 8
Submission of the dispute

If, in the opinion of the secretary, the dispute is sufficiently clear, he shall submit the request, possibly in writing, to Raltex.

ARTICLE 9
Decision-making process

1. The presence of at least two members, one on the employers' side and one on the employees' side, is required in order to hold meetings and take decisions.
2. Each member from the employers' side has as many votes as those from the employees' side present and vice versa.
3. Decisions shall be taken via a simple majority of votes.
4. In the event of a tied vote, Raltex shall not issue an opinion.
5. A (deputy) member of Raltex who has, or has had an involvement in the request submitted to Raltex shall not take part in the consideration thereof or in the decision-making process.

ARTICLE 10
Notification of the decision

1. Raltex shall take one or a combination of the following decisions, notwithstanding a tied vote:
 - a. to have (one of) the parties provide further written information within a term set by Raltex;
 - b. to issue a provisional opinion, i.e. an interlocutory order to (one of) the parties to submit evidence;
 - c. to issue its final opinion.
2. The secretary shall notify the parties of a decision taken as soon as possible.
3. The information obtained pursuant to a decision as referred to in Article 10, Paragraph 1(a) of the regulations shall be sent to the other party for notification.
4. If, in view of a tied vote, no decision is taken, the parties shall also be notified as soon as possible. The relevant differences in perspectives of the members of Raltex will be indicated insofar possible.
5. Raltex shall endeavour to issue a binding opinion within a period of three months after the dispute has been submitted to it.

ARTICLE 11
Final provisions

A binding opinion by Raltex does not affect the right of the parties to still submit the request their request to Raltex, to the competent court.

Complaints Regulations for Systematic Non-Compliance with the Provisions of the Collective Bargaining Agreement

ARTICLE 1 Definitions

In these regulations, the following definitions apply:

- a. Raltex: Stichting Raad voor Arbeidsverhoudingen
Linnenverhuur- en Wasserijbedrijven en
Textielreinigingsbedrijven (Council for Labour
Relations in Linen Rental and Laundry Businesses
and Textile Cleaning Businesses);
- b. Collective bargaining agreement: The collective bargaining agreement for the textile
care industry;
- c. Regulations: Complaints Regulations for Systematic Non-
Compliance with the Provisions of the Collective
Bargaining Agreement;
- d. Employer: The natural or legal person who runs a business as
referred to in Article 1, Paragraph 1 and Paragraph 2
of the collective bargaining agreement;
- e. Employee: The person who has entered into an employment
contract with the employer;
- f. Complainant: Stakeholder within the meaning of Article 3,
Paragraph 2 of these regulations.
- g. Defendant: The employer against whom the complaint is
directed;
- h. Board: Board of Raltex;
- i. Secretary: Secretary of Raltex.

ARTICLE 2 Duties and powers

1. Raltex has the duty, on behalf of the parties to the collective bargaining agreement, in the context of Article 50, Paragraph 4(c), of handling complaints brought to it relating to alleged or observed systematic non-compliance with the collective bargaining agreement. This duty shall be carried out by the board in accordance with these regulations.
2. Raltex may order an investigation at the company against which a complaint has been made.

ARTICLE 3 Admissibility

1. The complaint must concern the systematic non-compliance with the provisions of the collective bargaining agreement.
2. The complainant must be a stakeholder. The following shall be regarded as stakeholders:
 - a. the employers' and employees' organisations acting on behalf of one or more of its members;
 - b. the works council or employee representative body working in the employer's company on behalf of the persons employed in that company;
 - c. the employer;
 - d. the employee.
3. A complaint shall only be taken into consideration if reaching a solution as referred to in Article 4 has been attempted in vain.

ARTICLE 4
Mutual consultation

Before submitting a complaint, the complainant shall:

1. make the complaint known to the defendant and try to reach a solution in consultation with the defendant.
2. If this consultation does not lead to a solution within two months after the start of the consultation, the complainant informs the defendant in writing of his intention to submit a complaint to Raltex.
3. If no settlement is reached within one month after the notification referred to in Paragraph 2 has been sent, the complainant may submit a complaint to Raltex.

ARTICLE 5
Submitting a complaint

1. The complaint shall be submitted in writing to the secretary by or on behalf of the stakeholder and shall in any case contain the following:
 - a. the name and address of the complainant;
 - b. the name of the defendant;
 - c. a description of the complaint;
 - d. an overview of the facts;
 - e. a reasoned description of the opinion that the complainant seeks.
2. The costs for submitting a complaint amount to € 60 for a complaint submitted by stakeholders on the employees' side and € 120 for a complaint submitted by stakeholders on the employers' side. If the complaint is upheld, this amount will be refunded.

ARTICLE 6
Consideration of the complaint

1. The secretary checks whether the complaint is sufficiently documented and substantiated and whether the complaint and the complainant are admissible.
2. If the complaint is not sufficiently documented and substantiated, the secretary shall inform the complainant in writing, giving him the opportunity to rectify this within a period of 14 days. This period for response may be extended once. If the complaint is not further documented or substantiated within the (extended) period for response, it will not be taken into consideration. The complainant shall be informed thereof in writing.
3. If the complaint or complainant is declared inadmissible, the complainant is informed thereof in writing.
4. Once declared admissible, the secretary shall send the complaint to the defendant for a response. The defendant is required to respond in writing within a period of 14 days. This period for response may be extended if the secretary considers it necessary.
5. If, following the defendant's response, the secretary feels that additional information is necessary, the complainant and/or defendant will be informed thereof in writing, whereby a period for response of 14 days applies for the provision of this information. This period for response may be extended if the secretary considers it necessary.
6. The responses received are sent to the other party.

ARTICLE 7
Submission to the board

1. If, in the opinion of the secretary, the complaint and the information obtained in accordance with the previous article are as complete and clear as possible, it shall be submitted in writing to the board.
2. A member of the board who is or has been directly involved with the submitted complaint may not participate in the consideration thereof or in its decision-making process.
3. The board shall take one of the following decisions within a period of one month from the date of submission:
 - a. to hold a hearing;
 - b. to issue a provisional opinion, i.e. an interlocutory order to (one of) the parties to submit evidence;
 - c. to issue a final opinion.
4. The period referred to in the previous paragraph may be extended once.
5. If the board decides to hold a hearing, each of the parties may be assisted at the hearing by witnesses and/or experts and/or counsel. The secretary shall be informed of this in writing at least 7 days before the hearing.
6. If the board issues an interlocutory order to submit evidence, the party concerned shall be granted a one-month extension to the period for response. The response shall be sent to the other party for information.

ARTICLE 8
Final opinion

1. The Raltex board aims to issue a final opinion within six months after the complaint has been submitted to it.
2. The final opinion contains in any case the considerations on the basis of which the board considers the complaint (in parts) well-founded or not.
3. If the board is of the opinion that the complaint is well-founded (in parts), it will impose one or a combination of the following sanctions on the defendant:
 - a. a warning subject to a period of grace for rectification or remedy. This warning will not be made public;
 - b. a warning which will be made public;
 - c. bringing an action for damages as provided for in Section 15 of the 'Wet op de Collectieve Arbeidsovereenkomst' (Collective Agreements Act) and Section 3, Subsection 4 of the 'Wet op het algemeen verbindend en onverbindend verklaren van bepalingen van Collectieve Arbeidsovereenkomsten Wet AVV' (Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act). An action for damages may only be brought after a warning as referred to under a. or b. has been issued and has failed to produce results in the period in which this should have taken place, as indicated by the Raltex board;
 - d. the publication of the proceedings being pending and/or the decision as referred to under c.

ARTICLE 9
Final clauses

The regulation is without prejudice to a decision of the court on the dispute.

Complaints Procedure for Preventing and Combating Undesirable Behaviour.

**ARTICLE 1
Definitions**

In these regulations, the following definitions apply:

1. Undesirable behaviour:
 - a. Sexual harassment
direct or indirect sexual statements, which are experienced as undesirable by a worker and/or which affect the safety of the workplace in the broadest sense of the word.
 - b. Discrimination on the grounds of race, skin colour, religion and sexual preference:
direct or indirect expressions that discriminate on the grounds of race, skin colour, religion and sexual preference which are experienced as undesirable by a worker and/or which affect the safety of the workplace in the broadest sense of the word.
 - c. Bullying/aggression/violence:
occurrences where a worker is mentally or physically harassed, threatened or assaulted, in circumstances directly related to the performance of work.
2. Employee:
the person who is (or was) employed by the employer under an employment contract as well as the person who is (or was) employed by the employer as a temporary worker.
3. Employer:
The natural or legal person who runs a business as referred to in Article 1, Paragraph 1 and Paragraph 2 of the collective bargaining agreement.
4. Complaints committee:
the committee at company level to which an employee, confronted with undesirable behaviour, can turn with a complaint and which handles this complaint.
5. Confidential adviser:
the official at company level who provides the first response to the employee confronted with undesirable behaviour.
6. Central complaints committee:
the committee at industry level to which the employee, confronted with undesirable behaviour, can turn with a complaint and which handles this complaint.
7. Central confidential adviser:
the official at industry level who provides the first response to the employee confronted with undesirable behaviour.
8. Raltex:
the Raad voor Arbeidsverhoudingen voor Linnenverhuur- en Wasserijbedrijven en voor Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses)

**ARTICLE 2
General**

1. The parties recognise the right of every worker to have his or her privacy and physical integrity respected. In their conduct towards each other, both employers and employees must respect these rights and also act morally and properly. The parties consider undesirable behaviour unacceptable and agree to take specific measures within the work organisation to prevent undesirable behaviour and, where appropriate, to combat it.

2. The parties to this collective bargaining agreement agree that they will each actively contribute, in their own circles, in the appropriate manner(s) and using the appropriate means, to the prevention and combating of undesirable behaviour at work.
3. The employer may be expected to reasonably arrange the work organisation and working environment in such a way as to prevent undesirable behaviour.
The employer is obliged to pursue a coherent policy that prevents and combats undesirable behaviour in the work organisation. A coherent policy includes the following components:
 - a. the development and implementation of preventive policies;
 - b. the appointment of a confidential adviser;
 - c. the development and implementation of a complaints procedure;
 - d. the taking of necessary measures against the perpetrator of the undesirable conduct in order to restore safety in the workplace;
 - e. the aftercare for the victims.
4. If the size of the company is such that no confidential adviser can be appointed and/or no complaints committee can be set up, the name of a contact person (e.g. an employee of the working conditions service) who can provide further information or who can refer to the central confidential adviser should be made known.
5. If the company has not made any arrangements in this respect, the employee who is confronted with undesirable behaviour may contact the central confidential adviser or the central complaints committee, as appropriate.

ARTICLE 3

Preventive policies

The employer will make it clear to all employees that undesirable behaviour will not be tolerated and may result in sanctions for the perpetrator. All employees will be informed of the policy to prevent and combat undesirable behaviour at work through the usual information channels.

ARTICLE 4

Provisional provisions

1. Both at the start of the procedure and during the course of the investigation by the (central) complaints committee, the employer may take temporary measures for the duration of the complaints procedure, if the wellbeing of the complainant necessitates this, or if the situation is untenable for one or more parties directly involved. The measures taken shall be of a temporary nature only and shall in no way anticipate any definitive measures, without prejudice to terms and conditions of employment.
2. The employer shall ensure that the complainant will not be disadvantaged as a result of the procedure initiated by the person concerned.

ARTICLE 5

Appointment of a confidential adviser at company level

1. The employer shall appoint a confidential adviser who is properly equipped to carry out the tasks set out in Article 9 of these regulations. The confidential adviser will be a person trusted by the staff. The confidential adviser must be easily approachable, able to handle information confidentially and have interviewing skills.
2. The employer shall provide the confidential adviser with the necessary facilities enabling confidential consultation in writing or by telephone, such as the

provision of an interview room, agreements on leaving mail addressed to him/her unopened, and the like.

3. The confidential adviser shall be accountable only to the board for the performance of her/his duties and shall enjoy protection to ensure her/his independence. The confidential adviser cannot be obliged to disclose to the employer what has been reported to him/her in his/her position.
4. A confidential adviser shall not be hindered or harmed by the employer in his/her position, possibilities or opportunities within the company by the mere fact that he/she fulfils the position of confidential adviser and performs the tasks belonging to that position.
5. If a confidential adviser is of the opinion that he/she is being or has been subjected to violations of these regulations, he/she may submit a complaint to the central complaints committee

ARTICLE 6

Establishment of a complaints committee at company level

1. The employer shall, with the consent of the works council or the employee representative body, set up a complaints committee, preferably on a permanent basis.
2. The complaints committee will preferably consist of three people, at least one of whom will be a woman. The confidential adviser is not a member of the complaints committee.
3. A (deputy) member of the complaints committee who is or has been directly involved with the complaint, may not participate in the consideration thereof or in its decision-making process.
4. The members of the complaints committee are obliged to maintain absolute secrecy.
5. The complaints committee acts in such a way that the privacy of the complainant, the defendant and others involved is sufficiently guaranteed.
6. The members of the complaints committee may not be disadvantaged in their legal position due to their position as members of the complaints committee.
7. The complaints committee will provide for its own working method, on the understanding that it will observe the provisions of Articles 10 through 12 of these regulations.

ARTICLE 7

Appointment of central confidential adviser

1. Raltex appoints a central confidential adviser for the linen rental, laundry and textile cleaning industry.
2. The central confidential adviser is solely accountable to Raltex for the performance of her/his duties.

ARTICLE 8

Establishment of a central complaints committee

1. Raltex shall establish a central complaints committee whose task is to handle with complaints relating to undesirable behaviour.
Appointment (and withdrawal of appointment) of the members of the central complaints committee is done by the Raltex board.
2. The central complaints committee consists of at least three members, i.e. one member on behalf of the employees, one member on behalf of the employers, and the secretary of Raltex

A deputy shall be appointed for each member of the employers and employees.
The committee should preferably include persons with legal expertise and expertise in the field of undesirable behaviour.

3. A (deputy) member of the committee who is or has been directly involved with the complaint, may not participate in the consideration thereof or in its decision-making process.
4. The central confidential adviser is not a member of the central complaints committee.
5. The central complaints committee may consult expert(s) and, if required, include them in the complaints committee as advisers.
6. The central complaints committee may engage interpreters if it deems it appropriate to do so.
7. The central complaints committee acts in such a way that the privacy of the complainant, the defendant and others involved is sufficiently guaranteed.
8. The central complaints committee will provide for its own working method, on the understanding that it will observe the provisions of Articles 9 through 11 of these regulations.

ARTICLE 9

Duties of the (central) confidential adviser

1. The (central) confidential adviser is tasked with assisting employees who have experienced undesirable behaviour.
In this context, she has the task:
 - a. of assisting and advising employees who have turned to the (central) confidential adviser concerning undesirable behaviour.
 - b. at the complainant's request, of supporting him/her in submitting a complaint to the (central) complaints committee;
 - c. at the request of the reporting party, of attempting to find a solution to the complaint through consultation with the parties involved.
 - d. of referring to external aid agencies;
 - e. providing aftercare for workers confronted with undesirable behaviour.The (central) confidential adviser shall not perform any acts without the consent of the complainant concerned in execution of his/her duties.
The (central) confidential adviser can initiate mediation, but does not mediate himself/herself.
2. The (central) confidential adviser also has the task:
 - a. of advising the employer or Raltex at their request on the prevention and combating of undesirable behaviour. The (central) confidential adviser expressly does not have the task of advising the (central) complaints committee when it comes to the handling of concrete complaints;
 - b. of registering the nature and extent of the reports of undesirable behaviour for the benefit of the employer or Raltex;
 - c. of drawing up an annual report for the employer or Raltex respectively, concerning undesirable behaviour and the way in which the confidential adviser has been able to perform his/her duties.
3. The (central) confidential adviser acts in such a way that the privacy of the complainant, the defendant and others involved is sufficiently guaranteed.

ARTICLE 10
Admissibility of a complaint

1. A complaint to the (central) complaints committee must be submitted by an employee within the meaning of these complaints regulations, within a period of three years from the confrontation with the undesirable behaviour.
2. The (central) complaints committee may decide not to consider a complaint until the complainant has contacted the (central) confidential adviser.
3. Anonymous complaints will not be considered.
4. If a complaint is (also) the subject of other (legal) proceedings, the (central) complaints committee may decide not to consider the complaint or to suspend its consideration.

ARTICLE 11
Submission of a complaint

The complaint shall be submitted in writing to the (central) complaints committee and shall in any case contain:

- the name and address of the complainant;
- a description of the complaint;
- a brief overview of the facts;
- the name(s) of the defendant(s);
- the opinion that the complainant seeks.

ARTICLE 12
Consideration of the complaint

1. The (central) complaints committee verifies whether the complaint is sufficiently documented and takes a decision on the admissibility of the complaint within 2 weeks of receiving it. If the complaint is declared inadmissible, the complainant shall be informed of this in writing as soon as possible.
If the complaint is declared admissible, it is sent to the defendant. The defendant will be given the opportunity to submit a written statement of defence to the (central) complaints committee within two weeks. The statement of defence shall be sent to the complainant for information.
2. After receiving the statement of defence, the complainant, the defendant and any witnesses or other third parties will be heard by the (central) complaints committee. Persons employed by the employer who are summoned by the (central) complaints committee are obliged to appear. The time needed for this is considered time worked.
3. The hearings of the (central) complaints committee are closed. A report is made of each hearing and must be signed and returned to the complaints committee by the person heard, with or without comments, within one week of receiving the report. Failure to do so shall be recorded in the report and the report shall be deemed adopted without comment. Both the complainant and the defendant have the right to inspect all reports of the hearings and may comment on them in writing if they so wish.
4. During the hearings, the complainant as well as the defendant may be accompanied by the (central) confidential adviser or a counsellor. The (central) complaints committee must be notified of this in writing in advance.
5. All persons involved or to be involved in the complaint investigation are obliged to observe the strictest confidentiality with regard to what has been discussed with them and/or raised with them.
6. Within six weeks of the first hearing, the (central) complaints committee shall issue a written

opinion to the employer. This period may be extended once.

7. The opinion shall in any case include:
 - a. the decision as to whether, and if so to what extent, the complaint is well-founded. A complaint is well-founded if it is likely that the undesirable behaviour took place;
 - b. who has/have been affected by the undesirable behaviour;
 - c. how the undesirable behaviour manifested itself and its frequency;
 - d. advice to the employer on the measures to be taken.
8. A copy of the opinion is sent to the complainant and the defendant.
9. The complaints committee or the central complaints committee will report annually to the employer or to Raltex respectively, on the number and nature of the complaints submitted to it regarding undesirable behaviour. The report may not contain any personal data. The employer shall send the report of the complaints committee to the Works Council.

ARTICLE 13 **Measures, registration**

1. Within one month of receiving the opinion of the (central) complaints committee, the employer shall decide which measures must be taken and shall inform those concerned accordingly.
2. The employer is obliged to register the complaints submitted to the complaints committee and to notify Raltex upon request. The privacy of those involved is guaranteed.

Contact address:

Centrale Klachtencommissie Raltex (Raltex Central Complaints Committee)

P.O. box 4076

5004 JB TILBURG

Secretariat telephone number: +31 (0)13 594 44 66

E-mail: info@raltex.nl

Articles of the Stichting Opleidings- en Ontwikkelingsfonds voor Linnenverhuur- en Wasserijbedrijven en voor Textielreinigingsbedrijven

Article 1

Name, registered office, term

The Foundation shall bear the name: Stichting Opleidings- en Ontwikkelingsfonds Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation) (abbreviated: Stichting O&O Fonds) hereinafter referred to as: the O&O Fonds. The O&O Fonds was established for an indefinite period and is based in Tilburg.

Article 2

Object

1. The object of the O&O Fonds is to promote the training of employees in the sector in order to achieve or increase the knowledge and/or skills of the employees necessary for the performance of current and/or future positions in the industry, subject to the provisions of the collective bargaining agreement for the textile care industry (hereinafter referred to as: the collective bargaining agreement).
2. The O&O Fonds seeks to achieve this object by financing, in whole or in part, costs arising from the following activities:
 - a. developing and updating of training and courses aimed at:
 - i. increasing professional knowledge and related general social knowledge;
 - ii. improving Dutch language skills on the shop floor;
 - b. carrying out training and courses referred to under a. subject to the conditions and further description as included in the regulations;
 - c. promoting participation in training and courses recognised by the O&O Fonds under the conditions and in accordance with the specifications set out in the regulations;
 - d. gathering and providing information on government subsidy schemes.

Article 3

Board

The board of the O&O Fonds is composed of equal numbers of representatives of the employers' organisations and the employees' organisations to the collective bargaining agreement.

Article 4

Appointment of the members of the board

1. The board of the O&O Fonds consists of 4 members, appointed as follows:
 - a. one member by the Federatie Textielbeheer Nederland (FTN; the Dutch Textile Management Federation)
 - b. one member by the Nederlandse vereniging van Textielreinigers NETEX (Netex; the Dutch Association of Textile Cleaners)
 - c. one member by FNV (Dutch Trade Union Confederation)
 - d. one member by CNV Vakmensen (National Federation of Christian Trade Unions in the Netherlands; Skilled Workers).
2. A deputy member may be appointed for each member. Deputy members shall have the right to vote only if the member for whom they deputise is not present.
3. Appointment of a (deputy) member takes place for three years according to a schedule.
4. If the number of members is fewer than the number prescribed, the board shall remain competent, but shall immediately take measures to supplement them.
5. The organisations referred to in Paragraph 1 shall be entitled at any time to dismiss the (deputy) members appointed by them.
6. The vacancy which arises pursuant to the preceding paragraph shall be filled by the organisation which discharged the previous member of the board.

Article 5

End of board membership

The deputy board membership ends:

- a. when the organisation that appointed the relevant board member is no longer party to the collective bargaining agreement;
- b. by giving written resignation;
- c. by dismissal as referred to in Article 4, Paragraph 6;
- d. by dismissal by the Court;
- e. by declaration of bankruptcy or being subject to a bankruptcy order;
- f. by applying for a suspension of payments;
- g. by being placed under guardianship;
- h. by death.

Article 6

Authority of the board

1. Within the limits of the O&O Fonds, the board is independently authorised to perform all acts and enter into all agreements concerning the O&O Fonds.
2. The board may adopt regulations for the performance of its duties. A regulation may not contain any provisions that are contrary to the law or the articles.
3. Adoption of regulations requires the prior approval of the board of the Stichting Raad voor Arbeidsverhoudingen Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses), hereinafter referred to as: Raltex

Article 7

Chairman

1. The board shall appoint a chairman and a vice-chairman from among its members every calendar year, on the understanding that if the chairman is one of the members from the employers' organisations, the vice-chairman shall be one of the members from the employees' organisations and vice versa.
2. The chairmanship and vice-chairmanship will change every calendar year.

Article 8

Secretary

The board may entrust the performance of the duties of the O&O Fonds secretariat, as well as other duties to be determined, to an independent institution or person who enjoys the confidence of the organisations referred to in Article 3, all under the responsibility of the board. The costs thereof are borne by the O&O Fonds.

Article 9

Treasurer

The administrative and financial management shall be carried out under the responsibility of the board and with due observance of an instruction established by the board, by a treasurer appointed in writing by the board until further notice.

Article 10

Board meetings

1. The board meets at least once every year and furthermore as often as the chairman or at least two board members deem necessary.
2. The manner and period for convening a meeting shall be provided for via a board resolution.
3. According to regulations to be adopted by the board, the (deputy) members receive an allowance for travel expenses as well as a fee payable by Raltex for attending meetings or similar events.

Article 11

Adoption of resolutions

1. The board cannot adopt resolutions if not at least one of the board members designated by employers' organisations and one of the board members designated by employees' organisations are present.
2. Each member from the employers' side has as many votes as those from the employees' side present and vice versa.
3. Decisions shall be taken via a simple majority of votes.
4. In the event of a tied vote, the motion shall be voted on again at the next meeting. If votes are then tied again, the motion shall be deemed to be rejected.
5. Voting on matters is done verbally, voting on persons is done in writing. If there is any doubt as to the nature of the subject matter, the chairman shall decide.
6. The board may also adopt legally binding resolutions other than in a meeting. This shall be done in writing and via unanimous vote. The provisions of Paragraphs 4 and 5 shall apply accordingly.

A resolution adopted other than in a meeting is equivalent to a resolution adopted in a board meeting and shall be confirmed in the next board meeting for reporting purposes.

Article 12

Confidentiality

The members of the board, as well as the secretary and the treasurer, are bound to keep confidential all matters that come to their attention and in respect which the chairman has imposed a confidentiality obligation, or of which they should understand the confidential nature.

Article 13

Representation

1. The O&O Fonds is represented in and out of court by the board or by the chairman and vice-chairman jointly.
2. The board can grant power of attorney to one or multiple board members as well as to third parties, to represent the O&O Fonds within the limits of that power of attorney.

Article 14

Committees

1. The Board may delegate certain parts of its duties, under its responsibility, to permanent committees or ad hoc committees to be set up by it.
2. The committees shall be composed of equally from the employers' and employees' organisations to the collective bargaining agreement.

Article 15

Funds

The financial resources of the O&O Fonds consist of:

- a. the contribution of Raltex;
- b. other revenues and unplanned income.

Article 16

Use of funds

1. The funds made available will be used by the O&O Fonds to cover the costs arising from the activities mentioned in Article 2, Paragraph 2.
2. With regard to the expenditure of the requested funds, institutions requesting subsidy are obliged to submit a budget to the board in advance, specified according to the activities/expenditure objects referred to in Article 2, Paragraph 2.
3. The allocation of funds shall take place for one year at a time.

4. The institution requesting the subsidy must submit an annual report audited by a registered accountant¹ or accounting consultant with certifying powers, on the use of the funds. This report should be (at least) specified according to the activities/expenditure objects referred to in Article 2, Paragraph 2.

Article 17

Budget, account and recognition

1. The board shall annually draft a budget of income and expenditure for the coming financial year, no later than in the month of December. The financial year shall be equal to the calendar year.
2. The draft budget contains:
 - a. the income from the contribution of Raltex;
 - b. the expenses of the O&O Fonds specified according to the activities/objects referred to in Article 2, Paragraph 2.
3. The costs of third-party work performed for the O&O Fonds shall be determined on the basis of the budgets prepared by those third parties in accordance with Article 16, Paragraph 2 and approved by the O&O Fonds.
4. The draft budget shall be submitted to the Raltex board for approval and shall be adopted by the board no sooner than one month thereafter.
5. The budget will be available for inspection at the offices of the O&O Fonds for one year from the date of its adoption and will be sent to employers and employees in the sector on request and against payment of the associated costs.
6. No later than 1 April, the treasurer shall render account to the O&O Fonds for the management he has conducted in the previous financial year. The account rendered is to show that the expenditure is specified according to the spending objects/activities referred to in Article 2, Paragraph 2. This is done in financial statements - which must be accompanied by a report showing that the expenditure is specified in accordance with the spending objects/activities referred to in Article 2, Paragraph 2 - by an external registered accountant¹ or accounting consultant with certifying authority to be appointed by the board. The reports received from third parties as referred to in Article 16, Paragraph 4 shall form an integral part of the financial statements.
7. The board shall adopt the financial statements no later than 1 July.
8. Approval by the board of the accounts rendered shall serve to discharge the treasurer from liability.
9. The account rendered, with a report from the external registered accountant¹ or accounting consultant with certifying powers, shall be published annually in accordance with the statutory provisions and communicated before 1 July to the employers' and employees' organisations referred to in Article 4 and to the Ministry of Social Affairs and Employment. The aforementioned documents will be available at the offices of the O&O Fonds for inspection and at one or multiple locations to be designated by the Minister of Social Affairs and Employment, for one year from the date of their adoption, and will be sent to employers and employees in the sector on request and against payment of the associated costs.

Article 18

Enforcement and amendment of the articles and regulations, dissolution

1. The board shall ensure that the articles and any regulations are enforced.
2. The board is authorised to amend the articles and any regulations.
3. Resolutions to amend the articles and regulations, to enter into a merger and to dissolve the O&O Fonds may only be adopted unanimously in a meeting in which at least three-quarters of the board members are present.
4. In deviation from the provisions of Paragraph 3, a resolution to amend the articles and regulations may be adopted in writing by the board. In the case of a written resolution, all board members must cast their votes and the resolution must be adopted unanimously. If one or more members of the board object to the written submission or to the draft motion submitted, the resolution must be adopted in a board meeting.
5. Dissolution of the O&O Fonds is only possible after the expiry of the universal application

¹ Comparable to a chartered accountant (UK) or a certified public accountant (US).

order of the collective bargaining agreement. The O&O Fonds shall also be dissolved if the objects of the O&O Fonds have been achieved or can no longer be achieved.

6. The resolution to dissolve the company shall also specify the use of any surplus funds, which shall be in accordance with the objects of Raltex insofar possible.

Article 19

Final clauses

In cases not provided for by these articles or the regulations, the board shall adopt a resolution.

Benefit Regulations of the Stichting O&O-Fonds

ARTICLE 1 Definitions

In these regulations, the following definitions apply:

1. Collective bargaining agreement:
the Collective Bargaining Agreement for the Textile Care Industry;
2. Employer:
the employer as referred to in Article 1, Paragraph 3 of the collective bargaining agreement;
3. Employee:
the employee as referred to in Article 1, Paragraph 4 of the collective bargaining agreement;
4. O&O-Fonds:
Stichting Opleidings- en Ontwikkelingsfonds Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation);
5. Internal regulations:
the internal regulations of the O&O Fonds;
6. Recognised training course:
a training course which the board has determined, in accordance with Article 2 of the internal regulations, to be eligible for compensation for the employee and/or the employer;
7. Student:
an employee participating in a recognised training course;
8. Raltex:
Stichting Raad voor Arbeidsverhoudingen voor de Linnenverhuur- en Wasserijbedrijven en voor Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses Foundation);
9. Treasurer:
the treasurer of the Stichting Raltex.

ARTICLE 2 Recognised training courses

The following courses have been designated as recognised training courses:

The 'Basisopleiding Wasserijen' (Laundry Businesses Basic Training) and the training courses in 'Procestechniek' (Process Control), 'Detacheren' (Detaching), 'Textielwarenkennis' (Knowledge of Textile Goods), 'Persen en strijken' (Pressing and Ironing), 'PER en KWL' (Tetrachloroethylene and Hydrocarbon), 'Natreiniging' (Wet Clearing), 'Code van de Textielreiniger' (The Textile Cleaner's Code), 'Nederlands op de werkvloer' (Dutch on the Shop Floor), 'Vakbekwaamheid chauffeur' (Driver's Professional Competence), 'Casemanagement bij verzuim en re-integratie' (Case Management in Absenteeism and Reintegration) and 'Verzuimgesprekken voeren' (Conducting Absenteeism Interviews), provided by the Stichting Trainingscentrum Textielverzorging (Textile Care Training Centre Foundation) in 's-Gravenzande (hereinafter referred to as: TCT).

ARTICLE 3
Reimbursement for time lost

1. By or on behalf of the O&O Fonds, the employer is granted an allowance for the costs arising from the participation of an employee employed by the employer in a training course recognised by the board.
2. The reimbursement for time lost in light of the laundry businesses basic training amounts to €50 per student per half-day, up to a maximum of 5 half-days per student.
3. The reimbursement for time lost for in light of other training courses provided by TCT amounts to €50 per student per half-day, up to a maximum of 4 half-days per student per training course.

ARTICLE 4
General conditions for granting the reimbursement for time lost

1. The reimbursement for time lost is only granted if and insofar as:
 - a. The employer is registered as such with (the treasurer of) the Stichting Raltex;
 - b. The employer has fulfilled its payment obligations towards Stichting Raltex;
 - c. The employee has participated in one or more half-days of the training course, as evidenced by the attendance list kept by TCT and signed by the instructor and the employee;
 - d. The employee has been registered for the training with TCT by the employer by way of submitting a fully completed and signed registration form, which has been approved by the board of the O&O Fonds;
 - e. The employer has paid the training costs owed to TCT;
 - f. Annually, the Stichting Raltex may determine a maximum number of reimbursements to be granted, in accordance with Article 3, Paragraph 2 and 2. This is with due regard to the funds available.
2. If there is a risk of the maximum number of reimbursements being exceeded, as referred to in Article 3, Paragraph 4 and 5, the date of participation in the last half-day of the training course and subsequently the date of receipt of the fully completed and signed application form shall be decisive.
3. The right to be granted the reimbursement for time lost shall lapse if the employer has failed to provide the information as indicated on the registration form or has failed to pay the training fee, up to the date of the last half-day of the training course.

ARTICLE 5
Payment of the reimbursement for time lost in respect of the Laundry Businesses Basic Training provided by TCT

1. The reimbursement for time lost granted in accordance with Article 4 is paid to the employer by TCT on behalf of the O&O Fonds.
2. The reimbursement for time lost shall in principle be paid within two months after participation in the last half-day of the training course.
3. The reimbursement for time lost shall never bear interest at the expense of the O&O Fonds.

ARTICLE 6
Supervision

Employers and TCT are obliged to provide all data or information, as well as grant all cooperation, that is considered necessary or desirable by persons or institutions charged by or

on behalf of the O&O Fonds with monitoring compliance with the provisions of these regulations.

ARTICLE 7
Unforeseen cases

In unforeseen cases, the board shall adopt a resolution, provided that this does not contravene these regulations

ARTICLE 8
Entry into force

These regulations came into force on 1 January 2002.

Internal Regulations of the Stichting O&O Fonds

ARTICLE 1 Definitions

In these regulations, the following definitions apply:

1. Collective bargaining agreement:
the Collective Bargaining Agreement for the Textile Care Industry;
2. Employer:
the employer as referred to in Article 1, Paragraph 3 of the collective bargaining agreement;
3. Employee:
the employee as referred to in Article 1, Paragraph 4 of the collective bargaining agreement;
4. O&O-Fonds:
Stichting Opleidings- en Ontwikkelingsfonds Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Training and Development Fund for Linen Rental and Laundry Companies and Textile Cleaning Companies Foundation);
5. Benefit regulations:
the benefit regulations of the O&O Fonds;:
6. Board:
the board of the O&O Fonds;
7. Executor:
the training institution that organises and executes training courses on behalf of and at the expense of the O&O Fonds;
8. Recognised training course:
training courses which the board has determined, in accordance with Article 2 of the internal regulations, to be eligible for compensation for the employee and/or the employer;
9. Raltex:
Stichting Raad voor Arbeidsverhoudingen voor de Linnenverhuur- en Wasserijbedrijven en voor Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses Foundation);

ARTICLE 2 Reimbursement of the employer and/or the employee

1. By or on behalf of the O&O Fonds, the employer can be granted reimbursement of the costs arising from the participation of an employee employed by the employer in an eligible training course.
2. By or on behalf of the O&O Fonds, the employee can be granted a bonus for participation in and/or successful completion of an eligible training course.
3. The board shall determine the following annually:
 - a. in respect of which training course(s) a reimbursement or bonus is granted;
 - b. the amount of the reimbursement or bonus;
 - c. the maximum number of employees in respect of whom the reimbursement or bonus is granted;
 - d. further conditions for the granting of the reimbursement or bonus.
4. The decisions in accordance with Paragraph 3 shall be laid down in the benefit regulations.

ARTICLE 3
Recognised training courses

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 course(s);
2. A request as referred to in Paragraph 1 shall be made by submitting forms, of which their respective models are determined by the board, enclosing the documents which the board deems necessary.
3. Based on a request as referred to in Paragraph 2, the board shall adopt a resolution within two months. This period may be extended once by two months.
4. If the board has not adopted a resolution within this period, or has not otherwise handled this application, it shall be deemed to have been rejected.
5. When adopting a resolution, the board will consider the nature, duration, quality and cost of the training course as well as the target audience of the training course.
6. The applicant will be notified in writing of the resolution adopted.
7. If the board honours the request in full or in part, Paragraphs 3 and 4 of Article 2 shall apply.

ARTICLE 4
Cost reimbursement for the executor

1. The board of the O&O Fonds shall annually determine the following:
 - a. whether, and if so, which training course(s) is or are organised and carried out on behalf of and at the expense of the O&O Fonds;
 - b. which training institution(s) is, are or will be executing the training course(s) on behalf of the O&O Fonds;
 - c. the amount of the training costs of the training course(s) to be charged by the executor to the employer and/or the employee;
 - d. the amount of any reimbursement to be granted to the employer and/or bonus to be granted to the employee and the conditions under which they are granted;
 - e. the training volume: the maximum number of training courses to be provided or the maximum number of employees that will participate in the training course(s).
 Detailed conditions under which the training course(s) are carried out.
2. After approval by the board of the activity plan and cost budget submitted by the executor, a cooperation agreement shall be concluded with the executor, stipulating conditions for the performance of the activities and the manner and conditions under which an advance reimbursement of costs will be paid.

3. If the executor does not carry out or has not carried out activities in the agreed manner, or only in part, without the prior written consent of the board, the executive board may reclaim all or part of any advance reimbursements made.
4. No later than one month after the end of the calendar year to which the costs relate, the executor submits to the board a so-called 'final realisation' in accordance with the provisions on this in the cooperation agreement, accompanied by a statement on the spending of the funds audited by a registered accountant¹ or accounting consultant with certifying powers.
5. The executor is at all times obliged to provide the board with all data and information which the board deems necessary or desirable.
6. After the board has approved the documents referred to in Paragraph 4, the final settlement shall take place on this basis.

ARTICLE 5
Unforeseen cases

In unforeseen cases, the board shall adopt a resolution, provided that this does not contravene these regulations.

ARTICLE 6
Entry into force

These regulations came into force on 1 January 2002.

¹ Comparable to a chartered accountant (UK) or a certified public accountant (US).

Inspection Regulations of the Raltex Board

Article 1

DEFINITIONS

1. Raltex: Stichting Raad voor Arbeidsverhoudingen Linnenverhuur- en Wasserijbedrijven en Textielreinigingsbedrijven (Council for Labour Relations in Linen Rental and Laundry Businesses and Textile Cleaning Businesses).
2. Collective bargaining agreement: The collective bargaining agreement for the textile care industry.
3. Board: the board of Raltex.
4. Inspectorate: the organisation designated by the board to perform inspections for compliance with the collective bargaining agreement.
5. Employer: any natural or legal person who runs a business as referred to in Article 1, Paragraph 1 and Paragraph 2 of the collective bargaining agreement.

Article 2

MONITORING COMPLIANCE WITH THE COLLECTIVE BARGAINING AGREEMENT

1. Pursuant to its articles (Article 50, Paragraph 4(c) of the collective bargaining agreement), the board is charged with monitoring compliance with the collective bargaining agreement.
2. The board monitors this by, among other things, carrying out inspections.
3. The board may delegate the performance of the inspections to an inspectorate appointed for this purpose.
4. The employer is obliged to cooperate with the inspections at all times.

Article 3

INSPECTIONS

1. The inspections to be carried out by the board shall be accompanied by adequate safeguards.
2. In the event of a well-founded suspicion of non-compliance with the collective bargaining agreement, the board may decide to conduct an inspection. The board shall determine when such a suspicion exists and may lay down further rules to that effect.
3. The (re-)inspection may consist of:
 - a. an investigation in the form of an on-site inspection, at the employer's premises
 - b. an audit, in which the employer provides the inspectorate with administrative documents to be specified.
4. Prior to the (re-)inspection, the board shall inform the employer of which parts/articles of the collective bargaining agreement an inspection for compliance will be carried out, and over which period.
5. On-site inspection can only take place with the consent of the employer. The employer must be informed at least four weeks before an on-site inspection that an investigation is to take place.
6. The inspectorate shall give written notice of its inspections to the employer, stating the date and place of the inspection.
7. In the event of an audit by the inspectorate, the employer shall be informed in a clear manner of the information which he must make available to the inspectorate within a specified period of time.
8. The employer shall be given the opportunity to comment on the results of the inspection.
9. The inspectorate shall record the performance of the inspection and the results thereof in writing, and shall provide this record to the board.

Article 4

SERIOUSNESS AND CULPABILITY OF VIOLATIONS

1. The board may lay down further rules concerning the determination of the degree of culpability and seriousness of violations of the collective bargaining agreement.
2. The board assesses the seriousness and culpability of the violations of the collective bargaining agreement found during inspection.

3. The board shall inform the employer, within a period of three months from the end of the inspection, of the results of this (re-)inspection and of its opinion regarding compliance with the provisions of the collective bargaining agreement.

Article 5
RE-INSPECTION

1. If the degree of culpability and the seriousness of the offence give cause to do so, the board may decide to have a first re-inspection carried out.
2. Depending on the outcome of a first re-inspection, the board may decide to have a second re-inspection carried out.
3. In case of a re-inspection, the procedural aspects as mentioned in Article 3 of these regulations shall also apply.

Article 6
COSTS OF RE-INSPECTION

1. The direct costs of one or more re-inspections are charged to the employer concerned by or on behalf of the board. The cost of a re-inspection shall be determined annually by the board. The amount for 2011 is set at €511.00 excluding VAT per re-inspection.
2. The employer is obliged to pay the costs of a re-inspection within one month of the invoice date.
3. If the employer does not comply with the obligation referred to in Paragraph 2 of this article, the employer shall be in default and shall bear the judicial and extrajudicial collection costs, plus statutory interest.

Article 7
FLAT-RATE COMPENSATION

1. The parties to the collective labour agreement for the textile care industry have delegated the authority to institute flat-rate compensation, to the Raltex board. If an employer, after having been given notice of default by or on behalf of the board, continues for at least two weeks to fail to provide the administrative documents requested by the inspectorate as referred to in Article 3, or provides incorrect information, he shall be obliged to pay the board flat-rate compensation purely on the basis of that fact. The flat-rate compensation shall amount to 5% of the wage bill in the year preceding the year in which the proceedings as referred to in Article 3 were instituted, with a minimum of €2,500.00.
2. The flat-rate compensation is intended to cover the costs incurred by the board for monitoring compliance with the collective bargaining agreement and in connection with the proceedings instituted.
3. The board does not have to prove that it has actually suffered the damage to the extent claimed by it.
4. The board may decide to waive this claim to compensation in whole or in part if, in the opinion of the board, special circumstances justify doing so.

Article 8
SANCTIONS

1. The authority to bring an action for damages as provided for in Section 15 of the 'Wet op de Collectieve Arbeidsovereenkomst' (Collective Agreements Act) and Section 3, Subsection 4 of the 'Wet op het algemeen verbindend en onverbindend verklaren van bepalingen van Collectieve Arbeidsovereenkomsten (Wet AVV)' (Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act), has been delegated to the Raltex board.
2. The board is authorised to bring an action for damages as referred to in Paragraph 1 if, in the opinion of the board, systematic non-compliance with the collective bargaining agreement applies. This is the case if, after at least two re-inspections, the board finds that the employer does not comply with the substance of the collective bargaining agreement and if the board finds that the observed violations have not ceased after the second re-inspection
3. An action for damages as referred to in this article may be brought two weeks after the employer has been informed in writing of the decision of the board.

4. The board may decide to publish the bringing of proceedings as referred to in this article.

Article 9
HARDSHIP CLAUSE

In cases in which the application of these rules leads to unforeseen unfairness, the board may adopt a resolution in derogation of the provisions of these rules.

Raltex Modernisation Memo (7 May 2018)**Introduction**

In the collective bargaining agreement protocol, the parties expressed their desire to modernise the collective bargaining agreement. The term modernisation is broadly defined in this matter: from improved readability and clear language in the collective bargaining agreement and innovative topics such as sustainable employability, mobility and generation schemes to offering space to make deviating agreements jointly at a decentralised level. The first subject the parties agreed on was working hours.

The question that the parties to the collective bargaining agreement have asked themselves is the following: How can employers and employees reach agreements at a decentralised (company) level in the field of working time regulations that are more in line with the need of companies to optimally respond to the supply of work and the desire of employees to organise their work according to their own wishes (predictability, good work-life balance).

It is clear to the parties to the collective bargaining agreement that this question can only be answered if there is a mature working relationship, characterised by sufficient and equal levels of participation. Only then will the outcome of this dialogue lead to a sufficiently flexible working hours model on the one hand and to sufficient security for all parties on the other.

There is no need to go into great detail on the content of the agreements in doing so, as that would limit the possible optimisation. The ambition of social partners is to set clear framework conditions with room for each other's needs and wishes.

Modernisation project

The aim of the project is to gain experience in making new agreements on working conditions at a decentralised level, on the basis of working hours. A decision was made to gain this experience in the form of pilots. These pilots are always based on a voluntary approach, i.e. they only take place in companies where employees would like to work different hours in exchange for bonuses. In circumstances where there is no such desire on the part of employees, these pilots will therefore not be launched.

Companies can submit a proposal to Raltex for a new set of rules. Raltex assesses the proposal submitted, the way in which the proposal was arrived at and whether the preconditions in light of the terms and conditions of employment have been met. This assessment is carried out before the start of the pilot, but can also be repeated during the course of the pilot.

Raltex has the right to withdraw the pilots based on this interim assessment.

The following rules have been drawn up for the purpose of the pilots. In view of the purpose of the project - creating room to make agreements at a decentralised level - this approach was deliberately chosen.

Conditions for participation in the pilot:

1. Participation in the pilot must involve relatively stable business operations (e.g. businesses undergoing reorganisation or (an anticipated) major downsizing or expansion are not eligible). Participation in the pilot may also not be used to enable the closure of another business unit. Participating parties must explain this in more detail in their application.
2. The formal application for participation in the pilot is submitted by the organisation with the consent of the formal staff representation (the Works Council or the employee representative body). A more detailed description of the application procedure is set out in the appendix.
3. The Works Council/employee representative body only gives its consent after it has been demonstrated that at least 75% of the employees of the participating unit agree to participate in the pilot. This can be done, for example, through an anonymous vote. A format for this purpose is included in the appendix. If there is no works council or employee representative body in the company, the organisation concerned cannot participate. The voluntariness of participation in the pilot must also be ensured at individual employee level. Employees who do not wish to participate in the pilot can work in their own department, but outside of the pilot, or be placed in another department for the duration of the pilot. This is done after proper consultation with the employees concerned.
4. The duration of the pilot is 9 months minimum and 12 months maximum. With the consent of Raltex, a different deadline may be agreed upon.
5. A replacement scheme in respect of the terms and conditions of employment must be drawn up during the pilot, which is based on the collective bargaining agreement for the textile care industry. This scheme is submitted to Raltex by the employer with the written consent of the Works Council/employee representative body.
6. The following preconditions apply:
 - a. If the proposal provides for an arrangement whereby bonuses for working atypical hours are abolished, an employee who voluntarily takes part in the pilot project will receive, as compensation for the abolition of bonuses for working atypical hours, a monthly bonus equal to the average of the bonuses per month calculated over the past 12 months, starting two months before the start of the pilot project;
 - b. Employees working in the participating unit of the organisation are obliged to participate in the pilot, unless participation in the pilot (for social or medical reasons) cannot reasonably be required of the employee.
 - c. An employee who has not been rostered on a voluntary basis for a continuous period of at least 6 months and who has received compensation that is 10% lower than if he had received the bonuses under the collective bargaining agreement for the hours worked, shall receive compensation retroactively for at least 6 months and also for the subsequent period.
7. New employees who participate in the pilot receive, as compensation for atypical hours, 25% of the average of the compensation of all the participating employees of the organisation.
8. As a minimum, the application shall state when and how a work rota will be announced and how an employee can influence the creation of a work rota. The basic assumption is that this influence fits in with the concept of self-rostering, which is understood to mean that the employee can make his preferences known in good time before the work rota is announced and can adjust these preferences in consultation with other employees in the same position, or that he is supported in this by a computerised self-rostering programme, with shift-picking and/or preselection, etc.
9. The employer is obliged to have a baseline measurement carried out when applying for participation. The following profit benchmarks should be reflected in the baseline measurement:

- a. satisfaction of employer, employee, and planner
- b. sick leave (short-term)
- c. number of appeals for higher compensation + amount
- d. model selection type
- e. efficiency in time (planner)
- f. efficiency in flexible deployment
- g. turnover (from organisational unit to internal/external) + cause
- h. rota disruptions after rota disclosure
- i. number of violations of the 'ATW' (Working Hours Act)
- j. number of violations of the collective labour agreement in respect of working hours
- k. number of violations of the new working hours regulations
- l. total volume of compensation surcharges

The application is made on the basis of a format prepared by Raltex. This also includes the extent to which the employer can make use of external experts provided by Raltex. The principle is and remains that the company is responsible for the content of its application. In assessing the application, Raltex may be assisted by external experts.

10. The organisation should submit a substantive report to Raltex at least halfway through the pilot and at the end of the pilot to evaluate the course of the pilot.
11. The participating organisation is supported by external experts provided by the Raltex. If desired, the employees' organisations have access to the shop floor, in consultation with the employer.
12. The possibility of participation in the pilot and the possibility of early termination will be included in the collective bargaining agreement in such a way that participation and termination are sufficiently secured in the collective bargaining agreement declared universally binding.

Appendix A: Plan of Approach for the Raltex Modernisation Pilot.

The success of a pilot depends on many different factors; good preparation and information are essential. Below is a first draft of the project plan. This plan may be adapted and supplemented over time, but always serves as a guideline. The different phases are described below.

Preparation

In this phase, the necessary working documents and the communication plan are drawn up.

Working documents to be developed/detailed:

- application procedure;
- guide to the application procedure;
- survey of employee volunteering (for Works Council/employee representative body);
- assessment procedure;
- baseline measurement;
- interim assessment;
- final assessment;
- self-rostering program(s);
- compensation calculation tool;
- information material for companies and employees;
- etc.

Information

Companies interested in participating can register for an information evening organised by Raltex. During this evening, the principles and preconditions will be explained and there will be an opportunity to ask questions.

If companies want to participate, Raltex will provide an arrangement. This arrangement consists of an information meeting for the employees involved, advice on the application procedure and carrying out the baseline measurement by external experts prior to the pilot, an interim assessment and advice, including the drafting of the interim report and the final assessment.

Application procedure

Companies that wish to participate in a pilot must have prior consultations with and consent from their works council or their employee representative body. Companies can make use of the expertise of Raltex advisers.

Application review

An application can also be presented for a preliminary review. The application is then reviewed and returned with advice. If an application is submitted for a final review and the application is rejected, Raltex will explain the grounds on which the application was rejected.

Employee volunteering

In the review, specific attention will be paid to the employee volunteering. The works council or the employee representative body will be provided with a survey or a similar instrument with which they can interview their employees.

Implementation

If Raltex agrees to the implementation of the pilot, the rostering software and the calculation tool for calculating wage differences will be made available to the participating company. The company can then also make use of the accompanying arrangement consisting of advice, information to the employees and the various effectiveness measurements (baseline measurement, interim assessment and final assessment).

During the course of the pilot, the Raltex advisers will visit the organisation at least once to assess the progress of the pilot and its effects on employees and the organisation. They report their findings to Raltex. The participating organisation and the Works Council/employee representative body will receive a copy.

Employee volunteering

As the remuneration of the employees during the pilot project depends on the extent to which they are rostered for their preferred hours, the company must use a system in which the employee can indicate his/her preferred hours. If the employee is rostered for hours that fall outside of this first preference, these hours count towards determining the bonuses as mentioned in Article 6(c) of the memorandum.

Evaluation

At the end of the pilot, a final report will be drawn up by the company in consultation with the Works Council/employee representative body. In addition, the Raltex advisers will conduct some interviews with management, rota planners and employees. The final report is issued to Raltex.

Raltex Review System

Introduction

We all review things on a daily basis. We form opinions about anything and everything. Sometimes we express our opinion and often we keep it to ourselves.

But when our work, our performance, is judged, this suddenly becomes a less non-committal affair. Especially if there are consequences attached. Then it is no longer appropriate not to want to share the justification for a judgement with the person whose work has been judged. Appreciation, reward, and promotion affect us all directly. (...)

Employees are entitled to an assessment of their performance (a performance review) that is as objective as possible. Managers and supervisors are entitled to the best possible support in forming opinions.

That is why systems are being created for working with reviews in companies that cater to these rights of employees and managers.

What does the organisation want to achieve through reviews?

Broadly speaking, most organisations use employee performance reviews to:

- steer behaviour, personal development and/or performance;
- explain pay differentials;
- or a combination of these goals.

The Collective Bargaining Agreement for Linen Rental and Laundry Companies and Textile Cleaning Companies provides for the possibility of differentiated salary increases based on review. This sets the first goal for a possible review system for companies in these industries:

- explaining pay differentials

Within this goal, it can still be decided which aspects should be assigned a higher or lower salary increase. Is it certain behaviour or is it certain performance that gives rise to a salary increase? This brings us to the second objective:

- steering behaviour, personal development and/or performance

Which type of behaviour and performance gives rise to additional pay is something that will have to be decided at company level.

A modular review system has been developed to ensure that a review system can be set up more or less uniformly for companies in the sectors in question, while still accommodating the company's own wishes and options.

The system is practical and easy to apply. The choice of the criteria on which the workers are assessed during the review period is largely a free choice. These are set at company level, depending on the company's direction.

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

The documentation consists of:

- A collection of review criteria with definitions to select from per company
- Instructions for making choices from the available criteria
- Method for reaching a (comprehensive) opinion
- Detailing of the criteria into review levels
- Regulations on review and remuneration
- Objection procedure model
- Review form (modular)
- Example of the processing of the review results
- Implementation tool in the form of a set of possible activities
- Some tips and pitfalls in reviewing.

Review system

Collection of available review criteria.

For the purpose of composing review systems for conducting performance reviews in respect of employees in the companies within the relevant sectors, a collection of possible criteria has been drawn up. From this collection, a choice can be made (within the limits of certain preconditions) to form a company set of review criteria.

The total collection is classified into five categories. Each category consists of five criteria from which a choice can/must be made.

The categories are:

- Job Competence
- Productivity
- Quality
- Development
- Leadership

Clearly, the latter category is intended only for employees in positions that include the element of leadership.

List - by category - of the criteria from which a choice can/must be made.

Category:	Job Competence
Qualification:	Mandatory inclusion in the selection of criteria
Maximum number:	2
Review criterion	Description
Employability	The extent to which the employee is immediately employable at the various workplaces associated with the position.
Independence	The extent to which the employee requires more or less assistance and supervision than the position requires.
Expertise	The extent to which the employee uses job-specific knowledge in solving issues that arise during work.
Dexterity	The degree to which the employee has greater or lesser dexterity (including accuracy and speed) in performing physical movements and actions required in his position.
Social Skills	The extent to which the employee has the skills for communication (cooperation, consultation, reporting, instructing, etc.) required in his position.

Category:	Productivity
Qualification:	Mandatory inclusion in the selection of criteria
Maximum number:	2
Review criterion	Description
Pace of Work	The extent to which the pace of working (e.g. performing actions, making decisions, moving about) of the employee deviates from the standard pace, i.e. the most common pace.

Organisation/Efficiency of Work	The extent to which the employee succeeds in organising his work efficiently within the freedom provided by his position.
Results	The extent to which the activities of the official result in more or less than the standardised quantities.
Motivation	The extent to which the willingness to make an effort of the official deviates from the standard level of motivation, i.e. the most common.
Cost Awareness	The extent to which the work choices of the employee are influenced by the financial consequences thereof.

Category:	Quality
Qualification:	Mandatory inclusion in the selection of criteria
Maximum number:	2
Review criterion	Description
Mistakes	The extent to which the employee succeeds in performing his job without error.
Accuracy	The extent to which the employee succeeds in achieving the discipline and conscientiousness his position requires.
Order and Cleanliness	The extent to which the employee follows the 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 work choices of the employee are influenced by their impact on the safety of himself and others and on the environment.
Quality Awareness	The extent to which the work choices of the employee are influenced by their effect on the quality of his product or service.

Category:	Development
Qualification:	Optional inclusion in the selection of criteria
Maximum number:	2
Review criterion	Description
Initiative	The extent to which the employee takes steps on his own initiative to improve his work or his performance
Resourcefulness	The extent to which the employee develops new or innovative solutions to problems relating to work
Readiness to Change	The extent to which and the speed with which the employee adopts changes in the work situation.
Attitude to Learning	The extent to which the official is willing to learn theoretical and/or practical material not yet mastered.
Overview	The extent to which the employee translates changes in sub-activities into its functioning in the business process as a whole.

Category:	Leadership
Qualification:	Mandatory inclusion for positions with leadership responsibilities
Maximum number:	2
Review criterion	Description
Organising	The extent to which the manager plans work and assigns tasks in a coordinated way, so that employees can achieve the agreed goals.
Motivating	The extent to which the manager succeeds in persuading his/her employees to perform their duties in accordance with the company standards and values set.
Team Orientation	The extent to which the manager takes into account the individual and collective wishes and needs of those under his supervision.
Decisiveness	The extent to which the manager is timely and clear, towards himself and his employees, in respect of the taking of decisions.
Responsibility	The extent to which the manager demonstrates accountability for the part of the organisation entrusted to him.

Instructions for making a selection from the available criteria for an organisation/business unit/department.

Validity of criteria

The set of criteria that will be used in the company's review system will be the same for the whole organisation or a larger part of it for a definite period of time.

In this context, 'organisation' can also mean a unit of a larger company or group of companies. The set of review criteria may differ for certain departments within a company. If there is a reason to work with different sets of review criteria for different departments within a company, one has to make sure that this does not lead to an imbalance in the reviews and that the expected added value justifies the extra administrative work required.

The timeframe for review should preferably be one year.

At the beginning of the year, the criteria should be known to all parties concerned.

A different/amended set of criteria may be chosen for a subsequent one-year review period. Of course, the provisions of the regulations concerning agreement on the choice of criteria always apply.

Number of criteria

The above tables indicate whether a mandatory choice has to be made from a certain category of criteria. It also states the maximum number of criteria that may be selected from a category.

The table below summarises the minimum and maximum numbers of criteria for managerial and non-managerial positions.

Category	Managerial position		Non-managerial position	
	Minimum number of criteria	Maximum number of criteria	Minimum number of criteria	Maximum number of criteria
Job 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

The criteria chosen from the categories Job Competence, Productivity, Quality and possibly Development must be the same for managerial and non-managerial positions in a single domain subject to a certain set of review criteria.

Within the maximum number of criteria, also mentioned in the regulations, it is recommended to keep the actual number low, not high.

Weighting within the selection

No different weights are given to the criteria.

In order to give a certain category more weight in the company review system, one chooses two criteria in such a category and one criterion in the other categories.

Related criteria

Some criteria within a category are more related to each other than others. In the Productivity category, for example, Pace of Work and Result are more closely related than Pace of Work and Cost Awareness. In the Quality category, the criteria Errors and Accuracy are more closely related to each other than Errors and Safety and Environment. Although the criteria are defined distinctively, it is recommended that, in the case of such relatedness, only one of the related criteria is included in the selection for the company review system.

Relation to corporate strategy/departmental policy

The most decisive factor for the choice of a criterion arises from the position and direction of the company or part of it. It is those aspects that are important to maintain or improve in accordance with the corporate strategy or company or departmental policies, on which the energy of employees should be focused.

Making this relationship between the objectives of strategy and policy and the (criteria of the) review system clear to all concerned is a condition for the successful use of the system.

Here are a few examples:

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

Method for reaching a (comprehensive) opinion.

Rating scale

The employees are reviewed on each of the selected and applicable criteria according to a three-point scale. The opinion may read:

- Poor
- Good
- Excellent

Review process

When awarding a rating other than 'Good', the assessor shall substantiate his judgement in writing. Space for doing so is available in the review form for this purpose.

Looking at a larger number of ratings, the majority will be 'Good'.

When conducting performance reviews in respect of multiple employees, consistency of review is promoted by doing this in a single session wherever possible. A consistency check after a first round of reviews (possibly with/of several assessors) followed by possible corrections, also promotes the unambiguous application of the system.

Special attention from the assessor is required for those situations where relatively many different extreme ratings seem to apply to an employee (Poor and Excellent on many criteria). The attention referred to should then be on:

- The question of whether the employee really functions in such a varied way (after all, it is one person), or whether the interpretation by the assessor of the description (of the scale) of the criteria needs adjustment.
- The reasoning behind these differing ratings if the ratings turn out to be correct.

Score

In order to arrive at an overall opinion, a value is assigned to these review ratings. This is done in the following way:

Rating	value
Poor	1
Good	2
Excellent	3

Determination of the overall opinion

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

Their sum is divided by the number of criteria used. (The average score is calculated.) The quotient found is rounded to a whole number according to the applicable rounding rules.

(The first digit after the comma, irrespective of subsequent digits, is decisive for rounding off: 4 is rounded down, 5 is rounded up.)

The number thus obtained (1, 2 or 3) determines the overall opinion, although a number of conditions still apply. A threefold division is also used for the overall opinion, with the same wording as for the criteria.

The following table summarises this. Table for conversion of the overall opinion.

Rounded off quotient (sum of values per criterion/number of criteria)	Overall opinion	Exceptions
1	Poor	
2	Good	<ul style="list-style-type: none"> • Except if half or more than half of the criteria are rated Poor (value 1) reads.
3	Excellent	<ul style="list-style-type: none"> • Except if one third or more of the criteria are rated Moderate (value 1). • Except if half or less than half of the criteria are rated Excellent (value 3).

If the conditions stated in the Exceptions column are not met, the overall opinion is one grade lower.

Examples

Some calculation examples to clarify the above:

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 off	2		2		2
Overall opinion	Good		Poor (2x score 1)		Good

Method of linking the overall opinion to reward.

The possibilities for pay differentiation based on the results of the review process using the review system are, for the time being, limited to a half-increment scale per year.

The three possible grades for the overall review can be linked to the remuneration range of a half-increment scale (increment size is 1%) in the following way:

Overall opinion	Increment increase based on review
Poor	0%
Good	0.25%
Excellent	0.5%

Detailing of the criteria into review levels

A description of each review level for all criteria follows below. The criteria are again classified by category.

Further detailing possible per company

It is still possible to make the criteria more specific, but this must be done as appropriate to the business situation, on a case-by-case basis.

This includes making the qualitative statements in the descriptions below more concrete in quantitative terms.

A few *examples* will make clear what is meant by this:

The description of 'Poor' under the criterion 'Employability' states: 'extensive familiarisation period' and 'all workstations belonging to the position'.

The latter can be specified for each company and position individually, but also the 'extensive familiarisation period' can be made more concrete by defining a time span of, for example, 4 or 8 hours.

Similarly, under the description of 'Good' under the same criterion, 'limited familiarisation period' can be made more concrete, e.g. defined as 1 or 2 hours.

In the texts, a number of terms which could possibly be considered for such concretisation per company, are shown in *italics*.

These are often issues relating to times, frequencies or quantities, and concepts that are accompanied by adjectives that can be clarified by practical examples.

Also, where company rules and standards apply, these can be explicitly described, if this has not already been done.

Job competence

Criterion	Poor	Good	Excellent
Employability	Even after an <i>extensive familiarisation period</i> , the employee is employable at all workstations belonging to the position with <i>the degree of independence required in the position</i> .	After a <i>limited familiarisation period</i> , the employee is fully employable at <i>almost all workstations</i> belonging to the position with <i>the degree of independence required in the position</i> .	The employee is at all times fully and immediately employable at <i>all workstations belonging to the position</i> with <i>the degree of independence required in the position</i> .
Independence	The employee often asks for help and needs regular guidance and extra instructions.	The employee carries out all tasks without help or guidance and only needs support in <i>difficult</i> or new situations.	The employee solves problems even under <i>difficult</i> circumstances; provides feedback on the solution chosen.
Expertise	The employee knows little about the profession and is not experienced enough to recognise and solve <i>common problems</i> .	The employee has mastered the profession and uses the experience gained to solve <i>everyday problems</i> .	The employee is an expert in his field and uses this knowledge and insights to solve problems and to prevent future problems.
Dexterity	The employee performs the actions and movements necessary	The employee performs the actions and movements necessary	The employee performs the actions and movements necessary

	with a <i>striking degree of clumsiness</i> .	with normal (i.e. most common) dexterity.	with a <i>remarkably high degree of dexterity</i> .
Social skills	Difficulty communicating or arouses unnecessary irritation: works by himself when not required to do so by the position or distracts others unnecessarily	Maintains the required in the position contacts and communicates correctly, all in accordance with the <i>company standards</i> .	Usually (also in conflicts) uses the right tone of voice; establish contacts and communication as a means of improving the work.

Productivity

Criterion	Poor	Good	Excellent
Pace of Work	Almost always works at a too slow pace and therefore does not meet the <i>company standard</i> ; assignments are <i>regularly finished too late</i> and/or the amount of work done is less than that of most other colleagues.	Works at a normal pace; this results in work generally being completed on time and/or the amount of work done being equal to that of most other colleagues.	Almost always works at a very quick pace; this results in work often being finished <i>early</i> and/or in the amount of work done usually being higher than that of colleagues.
Organisation/ Efficiency of Work	Does not sufficiently oversee the amount of work to be done in the <i>short term</i> and therefore disrupts the work flow from <i>time to time</i> .	Sets daily priorities for himself and arranges work in such a way that the result is proportionate to the effort put in.	Sets priorities over a <i>longer period of time</i> and organises the work (method), if necessary together with others, in such a way that results are high and efforts are low.
Results	Delivers <i>significantly little</i> quality and quantity work in accordance with <i>company standards</i> on this matter	Delivers sufficient quality and quantity work in accordance with <i>company standards</i> on this matter	Delivers <i>significantly more</i> quality and quantity work in accordance with <i>company standards</i> on this matter
Motivation	Is <i>considerably less</i> willing to make an effort at work in comparison with the normal level, i.e. the most common level; cuts corners.	Is willing to make an effort at work on par with the normal level, i.e. the most common level; is loyal.	Is <i>considerably more</i> willing to make an effort at work in comparison with the normal level, i.e. the most common level; is almost a show-off.
Cost Awareness	The employee is hardly aware of any <i>influenceable costs</i> in his working environment and needs to be reminded of them from <i>time to time</i> to avoid wastefulness.	The employee demonstrates statements, actions and choices from <i>time to time</i> , showing that the employee realises that the business operations involve costs that can be influenced by him.	The manner of working of the employee is <i>usually and strongly</i> influenced by the realisation that costs are involved; the employee consciously looks for possibilities to save on costs.

Quality

Criterion	Poor	Good	Excellent
Mistakes	The employee constantly makes <i>too many culpable mistakes</i> ; the employee does not check his own work sufficiently.	The employee makes a <i>normal amount of culpable mistakes</i> ; the employee checks his own work sufficiently.	The employee <i>only exceptionally makes a culpable mistake</i> that is then discovered and corrected by the official himself.
Accuracy	The employee does not readily recognise deviations and is regularly distracted even under normal circumstances; the work must sometimes be redone because it does not meet the <i>quality requirements</i> .	The employee works accurately and does not get distracted under normal circumstances, so that the result meets the <i>quality requirements</i> .	The employee has an eye for detail and concentrates even in hectic situations; the work generally looks picture perfect.
Order and Cleanliness	The employee does not always follow <i>company rules</i> , cleans up his workstation only after being reminded and only cleans up when ordered to do so.	The employee follows <i>company rules</i> , ensures that the workplace is clean and tidy <i>regularly</i> .	The employee follows <i>company rules</i> with exemplary discipline and his workplace is almost always a model of cleanliness and orderliness.
Safety and Environment	The employee does not always take <i>safety and environmental instructions</i> seriously; he also continues work under <i>irresponsible safety and environmental conditions</i> .	The employee follows <i>safety and environmental instructions</i> and identifies risk situations.	The employee follows <i>safety and environmental instructions</i> promptly and anticipates risks to himself and others at work; the employee suggests improvements to this end.
Quality Awareness	The employee is hardly aware of <i>influenceable quality aspects</i> in his working environment and needs to be reminded of them <i>regularly</i> to realise quality improvement.	The employee demonstrates statements, actions and choices from <i>time to time</i> , showing that the employee realises that the quality of the product or service can be influenced by him.	The manner of working of the employee is <i>usually and strongly</i> influenced by the realisation that the quality of the product or service is involved; the employee consciously looks for possibilities to improve quality.

Development

Criterion	Poor	Good	Excellent
Initiative	The employee makes virtually no suggestions in light of changing the way things are done in order to improve working methods or his performance;	The employee speaks up by making proposals from <i>time to time</i> to change his working practices or functioning with an eye to	The employee is <i>often</i> busy with bringing himself, his own and related work to a higher level; he also involves others in the work carried out in the generally valuable

	his strength lies solely in routine; he waits until the order comes to do or learn something new and only warns the supervisor after something has gone wrong.	improvement; he tries things out; he does not wait for the order to arrive or for things to go wrong, but raises ideas and impending problems with the supervisors.	initiatives; he exploits opportunities for exploratory investigation, he experiments and perseveres until there is a result.
Resourcefulness	The employee is unoriginal in solving problems and falls back on <i>familiar methods</i> ; he is quickly satisfied with the situation.	The employee makes non-obvious suggestions for solving problems from <i>time to time</i> ; he thinks of solutions actively and improvises responsibly.	The employee generates <i>many</i> new ideas and solutions <i>quickly</i> ; he links existing solutions to non-obvious situations in a creative way; he does not allow himself to be limited by the Existing solutions.
Readiness to Change	The employee is <i>usually</i> a wallflower when it comes to other ways of working; he sticks long and hard to the known; he needs a push to make the step.	The employee is open to alternative ways of doing the job; he switches <i>quickly</i> after gaining insights into how and why the change is to be made and then adapts to the new situation.	The employee is most at home in different and new situations; he maintains his position in the face of unexpected events and then continues to contribute efficiently; he is ahead of the curve in changes.
Attitude to Learning	The employee is only willing to learn after <i>repeated insistence</i> ; he has difficulty mastering the material or the skills and <i>regularly</i> reverts to old ways of working.	The employee is willing and able to learn new things; he acquires the new knowledge and skills at a normal, i.e. most common, pace and incorporates what he learned into his day-to-day work.	The employee is very curious and eager to learn; he only needs to see or read something once and then can and will integrate it into his own work.
Overview	The employee has hardly any notion of coherence with a bigger picture; he only oversees his own area of work and can at most distinguish between <i>major and minor issues</i> .	The employee focuses on the coherence between his own area of work and the bigger picture of the <i>business process at hand</i> ; he identifies consequences on both sides.	The employee links his own functioning to <i>almost all other parts of the business operations</i> ; he considers how this interaction works out in different alternatives and gives advice on this.

Leadership

Criterion	Poor	Good	Excellent
Organising	The employee leaves things to their own devices; he intervenes when things have gone wrong; the planning is <i>regularly</i> not achieved or only after a lot of extra work; things do not run smoothly.	The employee assigns tasks and resources within the given planning on a daily basis; the planned quotas are <i>usually</i> met; the (sub)department runs normally.	The employee arranges and distributes work and resources in the short and longer term on the basis of goals and priorities; goals are <i>generally</i> met efficiently; the (sub)department runs smoothly.
Motivating	The employee hardly inspires (co-)workers; he does not listen to what is going on and only acts as an example to a limited extent.	The employee shows interest and listens to (co-)workers; he keeps an eye on what is going on and <i>usually</i> sets a good example; he assists and encourages.	The employee gets a lot done by setting a clear example, showing great interest, listening intently and coaching in an inspiring manner.
Team Orientation	The employee is amicable and assists when asked by the team, but hardly asks or gives feedback of his own accord.	The employee involves the team in decision-making where necessary; he puts the interests of the group centre stage; he is aware of impending conflicts in the team.	The employee adapts his contribution to the needs of the team; he acts as a guide to and a member of the team; he promotes team spirit by encouraging bonding and personal counselling.
Decisiveness	The employee relies heavily on precedents and superiors when making decisions; his decisions are <i>often</i> general and sometimes unrealistically worded; his <i>timeliness of decisions</i> is <i>sometimes</i> at issue.	The employee does not decide too early or too late in normal situations; he clearly defines the objective and judges accordingly; he acts decisively but also consults superiors.	The employee knows how to determine what is necessary and when, even in difficult situations, and oversees the scope of such a decision; in doing so, he creates support for decisions taken.
Responsibility	The employee does what is asked and no more, and gives global or bureaucratic answers to the questions of accountability; he shifts issues to others too easily, including his own staff.	The employee realises that he is the daily point of contact for his field; he usually comes up with a good justification when asked and dives deeper into the matter when answers are not immediately available; he protects his employees within legitimate limits.	He commits himself to his work as a leader; he does not rest until everything that takes place under his direction is understood by him in detail and can be explained to the organisation; he stands up for his employees within legitimate limits.

Regulations on review and remuneration

Preconditions

1. Review-dependent remuneration is only applicable to employees who have been employed by the company for at least six months.
2. An officer must be appointed within the company to act as a process supervisor for the implementation of the system. He is also responsible for archiving the review forms.
3. These procedures are the framework within which the business system must be executed.

System implementation

4. The system of review-dependent remuneration is linked to the differentiated application of year-of-experience increments as reported in the collective bargaining agreement, Appendix II(C).
5. The choice of review criteria must be made from the modular review system included in the collective bargaining agreement.
6. The review system shall have at least 3 and no more than 10 review criteria.
7. At company level, there must be an agreement between the employer and employee representatives (or the Works Council, the employee representative body or the trade unions) on the criteria to be chosen to make up the company system.

Execution

8. The review for granting the annual incremental increase in the context of review-dependent remuneration must take place in the six-month period prior to the date of 1 July of any year.
9. It is the responsibility of the officer conducting the review (assessor) to have sufficient insight into the functioning of the employee to be reviewed (reviewee). If this insight does not exist, the review must take place by or in the presence of another officer who does have this insight.
10. The review is recorded on a review form (refer to the relevant chapter in the workbook).
11. The employee to whom the review relates may make written comments on the review form.
12. The review form is signed by the assessor for approval, and by the reviewee for acknowledgement.

Objection and appeal procedure

13. If the employee concerned objects to the final result of the review, an objection and/or appeal may be lodged.
14. In the first instance, the employee concerned may object verbally to the contents of the review and/or the procedures followed that led to the review. If the discussion held with the assessor in connection with this objection does not lead to a satisfactory solution, the employee may put the objection in writing and submit it to the assessor and his supervisor. They should provide the employee with a written response to the objection. (refer to the objection procedure model).
15. If the employee cannot agree with this written response, an appeal may be lodged with Raltex. The appeal can only relate to the procedures followed that led to the review. Raltex does not express an opinion on the content of the review.

System maintenance

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

Objection procedure model

1. The review form, completed and adopted by the assessor, is handed to the employee and, if necessary, explained to him.
2. The employee may, within two weeks of receipt, lodge an oral objection to the review with the assessor.
3. Then, on the initiative of the assessor, a meeting is held between the assessor and the employee. This meeting must take place within two weeks of the objection being made.
4. If the assessor has substantiated the review satisfactorily, the appeal phase ends.
5. If the employee is of the opinion that the meeting with the assessor did not lead to a satisfactory solution, the employee can lodge an appeal.
6. To this end, the employee must put his objection in writing within two weeks of the last interview and submit it to the assessor and his supervisor.
7. The assessor and his supervisor will discuss the objection, whether or not in the presence of a member of the Staff Affairs and Support department. If necessary, the employee and the supervisor of the assessor will meet, either in the presence of the assessor or not.
8. Within two weeks of submitting the objection, the employee receives a written response from the assessor and his supervisor, possibly supplemented by an oral explanation, whether or not in the presence of a member of the Staff Affairs and Support department.
9. If the employee cannot agree with this written response, an appeal may be lodged with Raltex. The appeal can only relate to the procedures followed that led to the review. Raltex does not express an opinion on the content of the review.

Review forms

Below is an overview of the available review forms.

1. Review form
2. Employability
3. Independence
4. Expertise
5. Dexterity
6. Social Skills
7. Pace of Work
8. Organisation/Efficiency of Work
9. Results
10. Motivation
11. Cost Awareness
12. Mistakes
13. Accuracy
14. Order and Cleanliness
15. Safety and Environment
16. Quality Awareness
17. Initiative
18. Resourcefulness
19. Readiness to Change
20. Attitude to Learning
21. Overview
22. Organising
23. Motivating
24. Team Orientation
25. Decisiveness
26. Responsibility

Collective list example

1. Collective list example
2. Collective list

Implementation tool.

In order to support the design of and work using a company-wide review system in accordance with the modular review method forming part of the collective bargaining agreement for this sector, a tool is offered below in the form of a list of possible activities to undertake. This list is not binding. The content and sequence of activities for the implementation of a review system must be explicitly tailored to the company's circumstances.

Preparation

1. Examine whether differentiating rewards provides added value for the company and its employees.
2. Appoint the officer in charge of the organisation, process control and management of the review system.
3. Inform stakeholders of the intention to compile a review system and to use it to evaluate the performance of employees and to reward them differentially on that basis.

System development

4. Determine which elements of the corporate strategy should be brought to the attention of employees, also through rewards.
5. Choose the criteria from the relevant database for the review of all employees, taking into account the instructions for making these choices.
6. Select the additional criterion (or criteria) for employees in a managerial position.
7. Select, from the collection of pages for the compilation of a review form, the sheets corresponding to the selected criteria.
8. If required, further elaborate the concepts that apply, on the selected sheets and at company level. These are in particular the terms in italics in the level descriptions of the criteria.
9. Achieve agreement between the employer and the employee-stakeholders (directly or through representative bodies such as Works Councils, employee representative bodies or trade unions) on the (elaborated) set of review criteria.

Implementation

10. Complete the review forms for managerial and non-managerial employees by adding a partially completed cover sheet, the pre-processed aggregate sheet and the closing sheet. Copy the forms as required.
11. Inform the employees about the review system developed.
12. Provide cognitive training for assessors on the system and working methods of review. If necessary, provide skills training to assessors on review and interview skills.
13. Provide supervisors with review forms with completed cover sheets insofar possible, for the employees to be reviewed by them.

Execution

14. Assessors (managers) prepare a (preliminary) opinion, taking into account the remarks mentioned under 'Method for reaching a (comprehensive) opinion'. If possible, the preliminary opinions of various supervisors are compared and details are communicated to the assessors. They may adjust their opinion on the basis of this information.
15. Assessors (managers) conduct a performance review interview for each employee. Employees are given the opportunity to express their comments, on the form, on the opinions.

16. The forms are signed and returned to the person responsible for monitoring the review process. The assessor and the reviewee retain a copy of the form.
17. If the reviewee does not agree with the final opinion, an objection and appeal may be lodged in accordance with the provisions of the regulations.

Post-processing

18. After the round of reviews has been completed, a summary of the results can be communicated to the employee-stakeholders (directly or through representative bodies such as Works Councils, employee representative bodies or trade unions). The summary shall be prepared in such a way that it can never be used to derive any information about individual reviews.
19. The system, set of criteria, working method (including the level of review skill), and procedural agreements can be evaluated from time to time, which may lead to adjustment measures. The information obtained in the previous activity can serve as input.
An updated set of criteria should again be agreed upon by the employer and the employee-stakeholders (directly or through representative bodies such as Works Councils, employee representative bodies or trade unions).

Reviewing: Tips and pitfalls.

Listed in the short statements that follow, you will find some tips and pitfalls that an assessor can use to his or her advantage when conducting performance reviews in respect of employees.

The lists below are intended to draw attention to possible strengths and weaknesses in review skills and can also serve as a checklist before and after the performance review.

Tips:

- Record facts during the review period.
- Form an opinion at leisure.
- Form an opinion on the basis of the content and criteria of the position.
- Form an opinion for each criterion and for all employees separately (as well).
- Think of improvement actions for aspects for which, in your opinion, are 'poor'
- Check an opinion retroactively for the pitfalls listed below
- Check a series of opinions retroactively for consistency.
- In case of disagreement: let the 'hot topic' rest for a while and discuss it again after one or two weeks. Considering the points of disagreement thoughtfully and having time to 'cool down' can work wonders.

Pitfalls:

- The influence of the heaviness of the job requirements is not correctly included in the review.
- The assessor is 'afraid' of the rating extremes: there is apparently no better or worse.
- The assessor has too much of a tendency towards the neutral ratings: safe, no whining
- The assessor is too lenient: ah ... it wasn't that bad/good anyway.
- The assessor allows himself to be influenced by prejudices: 'I always thought ...'.
- The assessor allows himself to be influenced by the opinions of others: 'people say ...'.
- The assessor bases his opinion too unilaterally on the first and/or last impressions of the review period.
- The assessor reasons towards a certain goal: 'I think he should score excellently'.
- The assessor is afraid of his own position: 'if I do not have good or excellent employees, I am not doing my job as a manager'.
- The assessor is afraid of disrupting the relationship: '... but I have to work with him tomorrow'.
- The assessor believes that his group of people is the cream of the crop.
- The assessor cannot disassociate himself from past judgements: 'someone who scored poorly last year, surely cannot score excellent now ...'.
- The assessor is not in a good mood and starts forming his opinion anyway.
- The assessor is in a hurry.
- The assessor does not want to make a distinction: 'that would only lead to resentment'.

APPLICATION FORM

Application for postponement of the wage increase of 1 January 2023

Name:

Street:

Postal code/place:

We hereby request you to postpone the implementation of the 0.5% wage increase to take place as of 1 January 2023, according to the joint partners' agreement for a new collective bargaining agreement for the textile care industry 2022 - 2023.

We hereby declare that our company:

- meets all criteria laid down
- is prepared, upon request, to cooperate to any audit in this respect by providing an audit opinion, or a copy of a relevant part of the financial statements, or a copy of a tax return, or otherwise.

Signed for agreement:

Date:

Company:

Person:

Position:

Signature:

Tel.:

E-mail:

Appendix (or appendices):

.....