

# COLLECTIVE LABOUR AGREEMENT IN THE CLEANING AND WINDOW CLEANING INDUSTRY



# **COLLECTIVE LABOUR AGREEMENT IN THE CLEANING AND WINDOW CLEANING INDUSTRY**

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\* This appendix is not included in this Collective Labor Agreement booklet, but is available at [www.ras.nl](http://www.ras.nl).



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## **COLLECTIVE LABOUR AGREEMENT IN THE CLEANING AND WINDOW CLEANING SECTOR**

Between the undersigned:

Schoonmakend Nederland, having its registered offices in 's-Hertogenbosch, acting as the one party,

and

1. FNV, having its registered offices in Utrecht
2. CNV Vakmensen, having its registered offices in Utrecht

each acting as the other party,  
which associations are recognised as legal persons and are authorised to conclude collective agreements under their Articles of Association, have entered into the following collective labour agreement (CLA)



## **INTRODUCTION SCHOONMAKEND NEDERLAND, FNV AND CNV VAKMENSEN**

### *Principles*

Cleaning is an important pillar on which our economy and society rest. Every day, some 150,000 cleaners, employed by thousands of cleaning companies, provide a clean and pleasant working and living environment in countless places throughout our country. Cleaning helps determine the look and quality of life in the Netherlands. This makes our work valuable.

Unions, as representatives of employees and employers, are united in their efforts to ensure that cleaning remains a strong and attractive sector: innovative, economically sound, with room for personal growth and good labour relations. Together, we accept the responsibility and challenge to look for smart, innovative ideas and solutions: in the interest of employees, entrepreneurs, our customers and Dutch society as a whole. We consider good social relations as being of the utmost importance.

Employees wishing to do so should be able to continue to develop: this gives them self-confidence and strengthens their position in the labour market.

Aware that cleaning is part of the 24-hour economy and labour-intensive work, employees and employers strive for a contemporary working relationship. We focus on sustainable employability, lifelong learning and healthy working. Cleaning sets out to be a sector where employees themselves develop and maintain the necessary talents, knowledge and vitality. The employer supports and encourages this.

These values form the basis underlying the CLA. It is a collective agreement that does justice to the wishes and interests of employees while also taking into account the nature of the business. In the CLA itself, we describe the themes in concrete terms.

### *Mature working relationship*

Employees and employers consider a good working relationship to be in their mutual interest. Trust and respect are the basis for successful cooperation. That starts with open communication and understanding of each other's position, role and responsibility and is reflected in equal and respectful relations. From that perspective, we also consider it desirable that workers are called up for a minimum of 1 hour of work to the extent that this aligns to their wishes and personal situation.

Employees should expect their employer to ensure that they work enjoyably and safely.

We stress that within our industry, we will not tolerate aggression, sexual or other forms of harassment, discrimination, bullying or other forms of undesirable behaviour. Every complaint in this area deserves and receives immediate attention. Employees can be confident that any manifestation of undesirable behaviour will be addressed immediately.

These principles are reflected in the terms of employment, working conditions and development opportunities. We consider regular consultation between employee and employer a matter of course.

These are the various forms of consultation:

1. Regular work meetings where topics important to the employee can be discussed, such as workload, work alternation, preventive measures, improvement proposals, working hours, agreements with the client and results of inspections. That includes the tender process and an annual consultation with the client. A dialogue between manager and employee forms the basis for cooperation and the content of the work. We can do this in various ways: from day starters and work meetings to annual review meetings.
2. This annual performance and career interview is where mutual satisfaction, employee interests, training needs and knowledge, skills and abilities can be discussed.
3. Interim consultations if the employee and employer see good cause.
4. In cases where irregularities in/severe disruption of the working relationship occur, it is customary to hear both sides of the argument first.

Good employment practice, in turn, means that employees take a positive approach to their work, are engaged and motivated, and pay attention to their physical and mental fitness.

#### *Sustainable employability*

By this we mean that employees can continue to work healthily and enjoyably until retirement. Under sustainable employability, we focus on three pillars: health (vitality), engagement and development. Both the employee and the employer bear responsibility for this.

Cleaning is physically demanding work. Therefore, we continue to look for ways to mitigate its effects. We can do this by adding more variety to the work, reducing the workload in older age (fewer hours with limited financial impact) and working with support materials and resources.

We aim to give employees a say in determining how work is performed, focusing on appropriate workloads.

*Economically sound*

Together, we stand for an attractive and economically sound sector characterised by:

1. clear added value for clients
2. attractive jobs with competitive working conditions
3. relevant vacancies we open internally first, allowing employees who would like to work more hours to apply
4. fair entrepreneurial remuneration
5. steady sales growth for the coming years
6. Investment in the quality of people and resources



## GENERAL PROVISIONS

### Article 1

#### **DEFINITIONS AND NATURE OF THE COLLECTIVE AGREEMENT**

For the purposes of this agreement, the following definitions apply:

1. **Cleaning sector or window cleaning company:**

Any company whose main or secondary occupation is regular or one-off cleaning or window cleaning at a location determined by the client or cleaning in, on, from or on buildings, homes, streets/roads, (household) waste containers, grounds and means of transport, all in the broadest sense of the words. A cleaning company is defined as such even when working through a platform arrangement. The CLA does not apply if predominantly sewer cleaning activities are involved
2. **Employer:**

Any natural or legal person carrying on a business as referred to in paragraph 1.
3. **Employee:**

Any man or woman who, based on an employment contract with an employer as referred to in paragraph 2, works in a job classified under the reference jobs listed in Annex II and which jobs are not rated higher than 100 points according to the Orbas system (supplemented by the job positionss (field) property leader general cleaning maintenance level II and III). An employee is also defined as such if cleaning work is actually performed through a platform arrangement. This definition of an employee does not apply to those covered by Part C of this CLA.
4. **a. Temporary worker:**

Temporary workers, as referred to in Section 7:690 of the Netherlands Civil Code, who work in the cleaning or window cleaning sector through a temporary employment agency, as well as foreign temporary workers who work in the sector through a foreign temporary employment agency.

**b. Payroll:**

The payroll employee working at the cleaning or window cleaning company through a payroll company, as well as the foreign payroll employee working in the industry through a foreign payroll company.
5. **Trade associations:**

FNV, CNV Vakmensen, and other trade unions, both individually and jointly.
6. **Basic hourly wage:**

Gross hourly wage stated in article 14 of the CLA.

7. Hourly wage:  
The gross hourly wage, including all allowances applicable to the employee, excluding holiday allowance, year-end bonus and overtime payment.
8. Wages:  
The gross four-weekly or monthly pay, including all allowances, but not including holiday allowance and an end-of-year bonus.
9. Daily wage:  
Gross daily pay determined in accordance with Annex I.
10. VET:  
Vereenvoudigingstoeslag ('simplification allowance'). The nominal amount as a supplement to the basic hourly wage associated with:
  - the simplification of the CLA in 2008 and which amount has been set for the individual employee as of 1 April 2008 or in accordance with article 23 CLA 2010-2011; and/or
  - the expiry of the hazard allowance pursuant to Article 6 Part B for specialist cleaning 2014-2016 with effect from 1 July 2014.
11. Spouse:  
When the CLA refers to a spouse, it also means the life partner with whom the employee has a registered partnership or a notarised cohabitation contract.
12. Students/schoolchildren  
Persons attending school or studies and working in addition to their education.
13. Region:  
The geographical area within which the employee is employed, bounded by an area the size of 30 kilometres from the home address at the start of the employment contract or the home address after moving.
14. Nature of the CLA:  
This CLA has a minimalistic nature. That means the provisions contained in this CLA must be applied as a minimum.

#### Article 2

#### **OBLIGATIONS OF THE EMPLOYER**

1. The employer must honour all the agreements contained in this collective agreement.
2. The employer issues the employee with a CLA booklet.
3. The employer requests the employee to indicate, upon commencement of employment, whether the employee has any other employment. See also Article 12(2) CLA.

Article 3

**OBLIGATIONS OF THE EMPLOYEE**

1. The employee must comply with all obligations set out in this collective agreement.
2. The employee must use all tools provided by the employer during work and maintain them properly. When the employee leaves service, all tools must be returned to the employer in good condition.
3. The employee who also works for another employer must report this to their employer. See also Article 12(2) CLA.
4. Employees may not run their own cleaning company as a self-employed person.

Article 4

**SUBCONTRACTORS**

The subcontractor must comply with all provisions of the Collective Labour Agreement in the Cleaning and Window Cleaning Sector unless another collective labour agreement applies. The contractor monitors compliance. The subcontractor will submit the requested data to the contractor for this purpose.

Article 5

**EMPLOYMENT AGENCIES/PAYROLL**

1. The employer must ensure that this collective agreement is also observed regarding temporary workers it employs.
2. The employer complies with the provisions of paragraph 1 if the temporary employment agency has an NEN4400-1 or NEN4400-2 (for foreign temporary employment agencies) certificate and the employer keeps a copy of it in its records.
3. The use of agency or payroll workers will not exceed 7.5% of the company's total working hours per quarter. This arrangement does not cover emergency work. This scheme does not cover small and medium-sized enterprises with an annual turnover of less than €10 million.
4. In case of payroll for more than 7.5% as mentioned in the previous paragraph, the employer should agree with the payroll company that:
  - the provisions of this CLA are applied in full by the payroll company,
  - industry levies are paid on the entire wage bill,
  - seconded employees are registered with the industry pension fund for the cleaning and window cleaning industry.

**CROSS-BORDER EMPLOYMENT**

1. In accordance with the Terms of Employment of Seconded Workers in the European Union Act, the provisions of this Collective Labour Agreement which have been declared generally binding and which are set out in Annex XIII apply to seconded workers who are temporarily posted from abroad to an employer falling within the scope of this Collective Labour Agreement in its capacity as principal. This also applies if foreign subcontractors or foreign employment agencies are used.
2. Sections 2a(4) and (5) of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act (Wet AVV) apply to secondments lasting more than 12 months.
3. The CLA does not apply to employment contracts governed by foreign law offering an equivalent or better protection than in the points included in the Posted Workers in the European Union (Working Conditions) Act.

## CONTENT AND AMENDMENT OF THE EMPLOYMENT CONTRACT

### Article 7

#### CONTENT OF THE EMPLOYMENT CONTRACT

Upon taking up employment, the employer is required to enter into a written employment contract with the employee.

This agreement must be based on this collective labour agreement (CLA).

- The employer shall at least state in the employment contract:
- the date of employment
- the duration (fixed-term or permanent)
- the working hours in force at the start of the employment contract
- the number of hours per week
- the job classification and the corresponding wage group (according to Annex II);
- the region and property where the employee works at the start of the employment contract.
- 

### Article 8

#### CHANGES DURING THE EMPLOYMENT CONTRACT

1. The employee will accept, within reasonable limits, a change in working hours and/or work and/or the work property and/or how the work is carried out.
2. The employer will consider the employee's legitimate interests when doing so. The employer must have a compelling interest within the meaning of Article 7:613 of the Dutch Civil Code.
3. If an employee starts performing another job or if different allowances apply due to changed circumstances, those new allowances and the new (job category) pay will apply from the time of the change.



## NATURE AND DURATION OF THE EMPLOYMENT CONTRACT

### Article 9

#### **NATURE AND DURATION OF THE EMPLOYMENT CONTRACT / PROBATIONARY PERIOD/TEMPORARY WORKERS**

1. The employment contract can be concluded on a permanent basis or fixed term. A maximum of three fixed-term employment contracts can be concluded with the same employee within a period of 24 months, succeeding each other with an interruption of no more than 6 months. Entering into an employment contract that causes that period of 24 months or the number of 3 employment contracts to be exceeded, without an interruption of more than 6 months, results in a permanent employment contract come about by operation of law. Otherwise, Article 7:668a of the Dutch Civil Code applies.
2. A fixed-term employment contract that has been tacitly renewed constitutes a permanent employment contract.
3. The following 5 special circumstances may apply:
  - a. If there is an employment relationship where the number of hours to be worked per period varies considerably, an employment contract with deferred performance obligation can be agreed upon. This employment contract is for a minimum of 8 hours per 4-week period. The model included as Annex V to this CLA is to be used.
  - b. If an employee is working at a property with a fixed business stop (with a minimum closure of 6 weeks per calendar year), the employee can choose between an employment contract with a saving hours scheme or a schools contract (with a lower limit of 40 working weeks per calendar year). The models set out in Annex VI to this CLA will be used.
  - c. Employees who are employed only between mid-June and mid-September can be used as holiday workers. The holiday worker receives a salary including holiday accrual (10%) and holiday allowance (8%). This is based on the following calculation: salary +10% +8%. This is contrary to Articles 24(1) and 26(8) of the CLA. For Part D, 10.5% holiday accrual is operated. The wage tables are given in Annex IIIA.
  - d. Students and school pupils can receive a wage including holiday accrual and holiday allowance as indicated under point c. This under the following conditions:
    - The employment contract states that holiday allowance and holiday hours are paid monthly (or per 4 weeks) or per week
    - The wage specification (article 25 CLA) distinguishes between the (hourly) wage amount, the holiday allowance and the payment for holiday hours
    - The employer must ensure that the employee takes at least the statutory holiday hours

- The employee should not suffer financially from being paid an all-in wage.
  - e. Skilled workers and students/school pupils can opt to have their wages paid weekly until the age of professional maturity (20 years) if the employer offers that option.
4. The following options are given at the start of the employment contract:
    - A probationary period of up to 2 months can be agreed for a permanent employment contract;
    - For an employment contract longer than 6 months and shorter than 24 months, a probationary period of up to 1 month can be agreed upon
    - No probationary period can be agreed upon for an employment contract of 6 months or less.
  5. When extending an employment contract, a probationary period can only be agreed for a new position involving clearly different skills or responsibilities of the employee. In case of unsatisfactory performance in the new position, the employee will be offered the previous position and its terms of employment within the probationary period.
  6. If the law changes in this respect, without being permitted to derogate from it by collective agreement within the meaning of this article, the new legal provisions shall apply.
  7. The employer can hire a temporary worker for a maximum of 12 months. To calculate this period, agency periods that succeed each other within 6 months and agency periods with group employers are added together.
  8. The sum of the temporary work -consecutively followed by up to 2 fixed-term employment contracts- does not exceed 24 months.
  9. A temporary worker who an employer has hired for 12 months is entitled to an employment contract with that employer if the work continues within 6 months. This is:
    - a permanent employment contract or
    - a maximum of 2 successive fixed-term employment contracts for a maximum total of 12 months.

## TERMINATION OF THE EMPLOYMENT CONTRACT

### Article 10

#### TERMINATION OF THE EMPLOYMENT CONTRACT

The employment contract can be terminated in the following ways:

1. By mutual agreement between the employer and employee, at a time to be mutually determined.
2. During the probationary period with no notice period.
3.
  - a. Fixed-term contracts of less than six months end by operation of law.
  - b. Fixed-term employment contracts of 6 months or longer are subject to a notice requirement, whereby the employer indicates no later than 1 month before the end date whether the employment contract will be extended and under what conditions.
4. Termination by the employee.  
When terminating the employment contract, 1 month's notice, starting on a Saturday, must be observed:
5. Termination by the employer.  
When terminating the employment contract by giving notice, the following notice period, starting on Saturday, must be observed with the permission of the UWV Employee Insurance Agency:
  - a. less than five years of service: 1 month
  - b. 5 years of service or more, but less than 10 years of service: 2 months
  - c. 10 years of service or more but less than 15 years of service: 3 months
  - d. 15 years of service or more: 4 monthsWhen calculating the notice period, the number of years of service with a previous employer is taken into account if the employee joined the employer due to a change of contract.
6. Through dissolution by the subdistrict court.
7. Due to an urgent reason as referred to in Articles 7:678 and 7:679 of the Dutch Civil Code.
8. The employment contract ends by law, without notice being required, on the day the employee reaches the state pension age unless the parties agree on a later date. The employee can also stop working earlier through the scheme provided for in Article 47A CLA.
9. If an employment contract is entered into with an existing or new employee who has reached the state pension age, the Working Beyond State Pension Age Act (Wet werken na de AOW-gerechtigde leeftijd) applies to that employment contract instead of articles 9, 10 and 31 of this CLA.

10. The CLA follows the statutory transitional allowance system (Article 7:673 of the Dutch Civil Code). For calculating the transition compensation, the number of years of service with a previous employer is taken into account if the employee joined the employer due to a change of contract.
11. If the law changes in this respect, without being permitted to derogate from it by collective agreement within the meaning of this article, the new legal provisions shall apply.

## WORKING HOURS AND WORKING TIME

### Article 11

#### **LABOUR**

Normal working hours average 38 hours to a maximum of 48 hours a week over a 4-week period.

### Article 12

#### **WORKING TIME AND REST**

1. The Working Hours Act (Arbeidstijdenwet, ATW) applies.
1. Articles 5:15(6) and (7) of ATW provide for what employers and employees must do to comply with the ATW if an employee has multiple employers
  - a. When an employee joins, the employer asks whether the employee also works for other employers. And if so, how many hours he works at these other employers and what the working hours are. If an employee also works for other employers, the employer consults with the employee to ensure that the ATW is not violated. The employer may ask whether an employee has multiple employers as often as necessary.
  - b. Employees working for more than one employer (inside or outside the cleaning industry) must always report this to each employer. Even if the employer does not ask about this. The employee reports to the employer how many hours they work and at what times. Similarly, if the number of hours and/or working hours change, the employee must notify each employer immediately. Even if the employer does not ask about this.
3. The following provisions apply to the employee who works during normal working hours in a schedule where work may be performed during daytime hours, evening hours and night hours:
  - a. the schedule should be communicated to the employee no later than 4 weeks in advance
  - b. a shift is at least 4 hours and maximum of 9 hours a day and there are no broken shifts
  - c. notwithstanding Article 11, the normal working hours of 38 hours a week on average will be achieved over an average of 12 weeks
  - d. Per 52 weeks, the number of night shifts ending after 2am is a maximum of 140, or a maximum of 38 hours of work between 0am and 6am per 2 weeks
  - e. during a 4-week pay period, a maximum of 20 shifts will be scheduled.
4. An employee working a shift of at least 4.5 hours where at least 1 hour

of working time falls between 0.00am and 6am is entitled to a break of 0.5 hours during this shift. This break shall be paid based on the hourly wage in accordance with Article 1(7) CLA.

5. If the employer assigns new work to an employee who has already finished their normal work, the time between the normal and the new work is considered working time with a maximum of one hour.

## JOB CLASSIFICATION

Article 13

### JOB CLASSIFICATION

1. The employer is obliged to classify the employee's job into a pay grade taking into account the reference jobs and the Level Distinguishing Characteristics (NOKs) mentioned in Annex II<sup>1</sup> and available at [www.ras.nl](http://www.ras.nl).  
If an employee disagrees with the classification of their job, they can use the appeal procedure or the RAS can be requested to have the job weighted according to the Orbas system on the basis of a job description approved by the employer and employee. The RAS will reimburse the costs for the employer or employee. For the appeal procedure, see Annex VIII.
2. The reference jobs are updated every five years.
3. Employees can be assigned to multiple jobs under the condition that they perform different duties at different properties. If the employee has several jobs on a property, all hours are paid according to the highest hourly wage.

<sup>1</sup> For a description of reference jobs, the job manual at [www.ras.nl](http://www.ras.nl) can be viewed.



## WAGES AND ALLOWANCES

Article 14

### WAGE STRUCTURE

#### Loongebouw

1. The wage structure is based on six pay grades (pay grades 1 to 6). All scales have a starting salary and 4 increments.
2. Employees receive at least the basic hourly wage corresponding to their age or years of service in the pay grade in which their job is classified under Annex II.
3. Youth wages comprise a percentage of the basic hourly pay at 0 years of service.
4. The basic hourly wage of a youth employee is increased with effect from the pay period in which their birthday falls.
5. The years of service for pay increases are accrued until 1 April 2022 from the age of 21 and above. From 1 April 2022, the accrual of years of service from 20 years and above begins. Years of service with a previous employer are included if the employee joins the employer due to a change of contract. The pay increase based on years of service starts on the first day of the pay period in which the relevant number of years of service is reached.
6. If the employee has not worked for 6 months or more in the previous 12 months due to disability (other than maternity leave) or unpaid leave, the employer may decide not to award a year of service.

### Pay scales and promotion

7. New employees are classified according to the nature of the work and its requirements. This classification is based on the starting salary corresponding to the position; based on relevant experience, the employer may derogate from this.
8. For an employee who has been employed and rejoins the same employer in the same position within one year of the end of the employment contract, the previously accrued years of service will continue for classification purposes.
9. If an employee is promoted and classified in a higher job and pay grade, the years of service expire as far as classification in the new wage group is concerned. Regardless of their years of service, the employee will be graded in the next highest basic hourly wage in the new pay grade. In this way, the employee benefits financially. Advancement in years of service takes place from one year after such promotion and starts from the first day of the pay period in which the relevant year of service is reached.

### Employees Participation Act

10. The following workers may be remunerated according to the statutory minimum wage:
  - Employees eligible for wage subsidy under the Participation Act (Participatiewet);
  - Persons receiving benefits under the Work and Employment Support (Young Disabled Persons) Act (to the extent they are eligible for wage dispensation (via the UWV).

#### Article 15

### INCREASE IN BASIC HOURLY WAGES

1. When there is a collective agreement wage increase, basic hourly wages are increased.
2. Basic hourly wages increased as follows:
  - 3.4% by 1 April 2022. If paid 4-weekly with effect from period 4 2022 and if paid monthly with effect from 1 April 2022
  - 2.75% by 1 April 2023. If paid 4-weekly with effect from period 4 2023 and if paid monthly with effect from 1 April 2023
  - 1.5% by 1 April 2024. If paid 4-weekly with effect from period 4 2024 and if paid monthly with effect from 1 April 2024

This leads to the wage tables shown in Annex III.

Article 16

**YEAR-END BONUS**

1. The employer pays a year-end bonus. The employee is eligible for the year-end bonus if an employer has continuously employed the employee for at least 6 months on 31 December of the calendar year (or at the end of employment).
2. The year-end bonus is 4.5% in 2022, 4.75% in 2023 and 5% in 2024 and is calculated on gross income in the reference period.
3. Gross income here means the salary earned by the employee with the employer during the reference period, including all allowances except holiday allowance and VET.
4. The year-end bonus is paid by 15 December of each year. This is subject to paragraphs 5 and 7 of this article.
5. The year-end bonus is calculated on gross income in the reference period. Reference period here means:
  - a. *When wages are paid monthly*  
Earnings based on hourly wages in the months of January to November divided by 11 and then multiplied by 12
  - b. *When wages are paid every 4 weeks*  
Earnings based on hourly pay in wage periods 1 to 12 divided by 12 and then multiplied by 13.
6. On termination of employment with an employer or change of contract during the reference period, the year-end bonus, calculated on the gross income earned so far in the reference period, is paid directly by the employer to the employee.
7. The end-of-year bonus is paid net as a commuting allowance, subject to tax rules. The part that cannot be paid as net commuting allowance within the tax rules is paid gross.

Article 17

**ON-CALL DUTY/AVAILABILITY OUTSIDE WORKING HOURS**

1. The (travelling) property leader who must be on call immediately outside the agreed working hours receives a gross on-call duty allowance of €1 per hour.
2. For other employees, no mandatory out-of-hours availability applies unless other arrangements have been made in consultation with the employee.

## Article 18

### ALLOWANCE FOR SPECIAL HOURS

1. Employees who work evenings, nights, weekends or public holidays receive the following allowances (as a percentage) over the basic hourly wage (including transition allowance):

	MON	TUE	WED	THU	FRI	SAT	SUN	PUBLIC HOLIDAYS
<b>00.00 - 06.00 uur</b>	50	30	30	30	30	50	50	150
<b>06.00 - 21.30 uur</b>	0	0	0	0	0	50	50	150
<b>21.30 - 24.00 uur</b>	30	30	30	30	50	50	50	150

For hotel employees, a different arrangement is included in Part D of this CLA.

2. Feestdagen zijn:
  - New Year's Day
  - Easter Sunday and Easter Monday
  - Ascension Day
  - Whit Sunday and Whit Monday
  - Christmas Day and Boxing Day
  - King's Day
  - May 5 every 5 years: in 2025.

## Article 19

### PUBLIC HOLIDAYS

The following situations may arise:

- Work is done on a public holiday. An allowance of 150% of the basic hourly wage applies.
- The property is closed on the holiday, and the employee normally works at this property on this day. Employees will receive their normal salary.
- The employee is scheduled for a public holiday but wants a day off. The employee can ask the employer for time off. The employee is then eligible for continued pay but not for the holiday allowance. No holiday hours are deducted.

Article 20

**OVERTIME ALLOWANCE**

1. Overtime definition:

- a. For an employment contract of 38 hours or less per week:
  - after the 9th hour per shift or day, or:
  - per pay period according to the schedule below:

Pay period	Overtime after:
4-weekly payment	The 152nd hour per 4-week period
Monthly payment based on the average of 21,667 working days per month	The 164.67th hour per month
Monthly payment based on varying number of working days per month	<ul style="list-style-type: none"><li>- The 152nd hour at 20 working days</li><li>- The 159.60th hour at 21 working days</li><li>- The 167.20th hour at 22 working days</li><li>- The 174.80th hour at 23 working days.</li></ul>

- b. For an employment contract of more than 38 hours per week:
    - after the 9th hour per shift or day, or:
    - if employee has worked more than 4 times the weekly number of hours agreed every 4 weeks, or:
    - if the employee has worked more per month than the number of agreed hours per week/5) x the number of working days per month.
2. The allowance for working overtime is 25% over the basic hourly wage.

Article 21

**ALLOWANCES FOR OVERTIME AND SPECIAL HOURS**

Employees who work overtime during the (special) hours according to the matrix in Article 18 CLA will receive the special hours allowance and the overtime allowance.

## Article 22

**ALLOWANCE FOR COMPANY EMERGENCY RESPONDERS**

Employees designated by the employer as a company emergency responder within the meaning of the Working Conditions Act receive a gross weekly allowance of €10.00.

## Article 23

**STAND-IN ALLOWANCE**

If an employee temporarily holds a position to which a different pay grade or allowance applies, the employee will receive the hourly wage and any allowances belonging to the position temporarily held with due observance of Article 8 paragraph 3 of the CLA. The employer must notify the employee of this in writing.

## Article 24

**HOLIDAY ALLOWANCE**

1. The holiday allowance is 8% and is paid in May. It is not permitted to make different arrangements in this regard.
2. Holiday allowance is calculated over:
  - a. *when paid monthly:*  
wages for the period 1 May of the previous year to 30 April of the current year.
  - b. *when paid per 4 weeks:*  
the salary for period 5 of the previous year up to and including period 4 of the current year.

## METHOD OF PAYMENT

Article 25

### WIJZE VAN BETALING

1. The employer pays the net wage amount by bank or giro every 4 weeks or monthly, no later than one week after the end of the pay period to a bank account number specified by the employee.
2. Every employee receives a written wage slip every 4 weeks or every month together with the payment. At the employee's request, the wage statement can be provided digitally.  
The specification must clearly and legibly state:
  - a. The employee's name and payroll number
  - b. The period, to which the payment relates
  - c. the number of days worked
  - d. the number of hours worked
  - e. the properties where the employee works
  - f. the number of days and hours of holiday/legal absence respectively
  - g. overtime
  - h. accrued holiday hours with a distinction between statutory and non-statutory holiday hours
  - i. (Hourly) wage amount, specified (including allowances and VET)
  - j. payroll tax due
  - k. social insurance contributions withheld
  - l. pension contribution withheld
  - m. the end-of-year bonus (the percentage according to Article 16 of the CLA and the amount of the end-of-year bonus in the relevant payment period)
  - n. net wage amount
  - o. whether there is a fixed-term or permanent contract, and whether there is an on-call contract.
  - p. With an all-in wage: a distinction is made between the (hourly) wage amount, holiday allowance and payment for holiday hours
3. The employer shall provide an hourly timesheet at the request of the union.



## HOLIDAYS, PAID AND UNPAID LEAVE

### Article 26

#### HOLIDAY

1. Holiday accrual is 10% of each paid hour or part thereof. The 10% holiday accrual rate can be split into 7.69% statutory holiday hours and 2.31% non-statutory holiday hours. There is no accrual on overtime hours. Per calendar year, with a 38-hour working week, 197.6 hours of holidays are accrued.
2. If holiday hours are taken, wages will continue to be paid.
3. An employee entering employment (without a change of contract) can take a maximum of 49.4 holiday hours during the first three months of employment (pro rata in the case of part-time) unless a higher maximum has been agreed between the employer and employee.
4. Employees employed for more than three months may take the maximum accrued holiday hours per calendar year before they are accrued.
5. The employer informs employee at the beginning of the calendar year electronically or in writing about the number of annual leave hours to be accrued. This is based on the existing employment contract.
6. On leaving employment, the employer can and will set off any shortfall in holiday hours against the last salary payment.
7. The employer may require the employee to take 3 weeks' holiday per calendar year.
8. If continuity of work at the property is maintained, the employee has the option of taking holidays on non-Christian holidays.
9. A collective holiday of up to three weeks can only be set in July or August. The employer requires the consent of the works council for collective holidays. In companies without a works council, collective holidays require the consent of 50% plus 1 employee of the property in question.
10. It is not permitted to pay out holiday hours per pay period. Accrued and unused non-statutory holiday hours may be paid out as wages twice per calendar year at the employee's request.
11. The statutory holiday hours expiry period is 1 year after the end of the calendar year. The limitation period for non-statutory holiday hours is 5 years after the end of the calendar year. Well before the end of the expiry period, the employer notifies the employee of the possible lapse of the holiday hours. This is at such a time that the employee is still reasonably able to take these holiday hours. If employer fails to do so, holiday hours do not lapse.

## Article 27

**HOLIDAYS AND DISABILITY**

1. Employees accrue full holiday hours during their period of incapacity. Non-statutory holiday hours are subject to an exception as given in article 31, paragraph 4 of the CLA.
2. Hours during which the employee is unfit for work may not count as holiday hours.
3. If, contrary to paragraph 2, the employee wishes to be exempt from reintegration obligations, the employee will take holiday hours.

## Article 28

**PAID LEAVE**

1. Employees are entitled to 1 day of paid leave for marriage. This also applies when entering into a legal registered partnership or a notarised cohabitation contract.
2. The employee whose spouse, (step)father, (step)mother, children, foster children, stepchildren, stepchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law has died are granted 5 consecutive working days' leave with retention of the hourly wage for the hours the employee would normally have worked on these days, date of decease. If an employee also works at weekends, this is additional paid leave.
3. The employee whose relatives by blood or marriage in the 2nd degree have died will be granted 1 day of paid leave to attend the cremation or funeral, to the extent that work is normally performed on this day. Relatives and relatives in the 2nd degree are: grandparents (in-law), brothers(in-law), sisters (in-law) and grandchildren.
4. If the provisions of paragraph 3 result in necessary travel abroad, the employee may take leave (paid or unpaid) for this purpose.
5. Leave arrangements under the Work and Care Act are set out in Annex XI.

## Article 29

**EXTRA DAY OFF ON THE EMPLOYEE'S BIRTHDAY OR 1 MAY**

The employee is granted one extra day off a year on 1 May or the actual birthday. The employee decides on which day to take the time off. This choice cannot be rejected unless there are demonstrable business circumstances that make taking the day off impossible. A replacement day off will then be arranged immediately. The employee will receive the hourly wage for the hours the employee would normally have worked on this day.

## Article 30

**UNPAID LEAVE**

The employer will grant an employee's request to take unpaid leave as far as possible. The employer points out the implications for social security and pension accrual.

## INCAPACITY FOR WORK AND HEALTH POLICY

Article 31

### CONTINUED PAYMENT OF WAGES IN CASE OF INCAPACITY FOR WORK

1. From the first day of incapacity for work, the employer pays the employee's wages for a maximum of 104 weeks according to the schedule below:

Duration of employment	Percentage of daily wage
< 6 months	70%, at least the statutory minimum wage
Between 6 months and 2 years	90%
> 2 years	100% (or 90% after 52 weeks according to article 31 paragraph 3 CLA)

2. The percentage referred to in paragraph 1 depends on the duration of employment; the following applies here:
  - the percentage is determined based on the duration of employment on the 1st day of incapacity and remains unchanged
  - the period with a previous employer is included if the employee joined the employer due to a change of contract.
3. For employees who became incapacitated before 1 April 2021, the following applies:
  - a. The employer can reduce the salary in the employee's second year of incapacity for work to 90% of the daily wage if the following conditions are met:
    - the employer has made sufficient reintegration efforts in the employee's first year of incapacity for work, as can reasonably be expected of him. This should follow from the UWV's first-year evaluation
    - the employer has notified the employee of the intention to reduce using the standard letter (with attachments) developed by the RAS, available at [www.ras.nl](http://www.ras.nl), whereby the employee is made aware of the possibility of making an objection in an interview
    - the employee does not object in writing or has not responded within the deadline. If the employee objects within the objection period, permission from the sick leave committee RAS is required to reduce pay

- the employer has followed the procedure described in Article 3 Annex IX CLA;
  - the employer cannot reduce the daily wage in the case of an employee born before 1 January 1966, who was and remained employed in the industry on 1 January 2016. b. The employer cannot reduce wages to 90% of the daily wage in the 2nd year of incapacity for work if the employee is fully and permanently incapacitated for work (in line with the Work and Income (Capacity for Work) Act, Bulletin of Decrees 10 November 2015).
4. The following applies to employees who became incapacitated on or after 1 April 2021. The employer cannot reduce wages in the employee's 2nd year of incapacity for work. The employee will receive the same percentage of daily wage in the 2nd year of disability as in the 1st year of disability. For these employees, the accrual of the non-statutory holiday hours after six months of disability lapses. This does not apply to employees who have already accrued excess leave days from October 2021 to December 2021.
  5. The percentages mentioned in paragraph 1 are based on the employee making sufficient reintegration efforts during the second year of incapacity for work. If not, the percentages mentioned in paragraph 1 will be reduced. The provisions of Article 7:629(3) and (6) of the Dutch Civil Code continue to apply.
  6. In addition to section 7:629(11) of the Dutch Civil Code, the maximum wage payment obligation of 104 weeks referred to in paragraph 1 will be extended if:
    - a. the UWV imposes a sanction on an employer resulting in the employer having to continue to pay wages for longer than 104 weeks, and
    - b. the matter concerns an employee who is incapacitated for work for at least 104 weeks. The continued payment of wages obligation referred to in this paragraph applies for the duration of the sanction imposed with a maximum of 52 weeks. The employer is entitled to reclaim the overpayment if it is later found that the sanction was wrongly imposed on the employer.
  7. If an employee becomes incapacitated for work due to an industrial accident, the employer pays 100% of the daily wage. The schedule in paragraph 1 does not apply in that case. A workplace accident must always be reported to the employer within 24 hours of establishing the incapacity to work.
  8. If the employer considers that an employee is not unfit for work and therefore intends to stop or suspend the continued payment of wages, the employer will seek advice from an expert third party before carrying out this intention.

### **SECTORAL HEALTH POLICY FRAMEWORKS**

1. An industry vision on absenteeism has been developed by social partners. This is to reduce the retroactive cover of employees in the second year of illness. The statutory provisions have been taken into account.
2. The core of the health policy is that employers, based on good employment practice, can be expected to strive for sustainable employability and income preservation of the employee on the one hand, and to reduce the claim burden due to absenteeism and inflow under the Work and Income (Capacity for Work) Act (WIA) on the other. The employee is obliged to do everything reasonably expected to return to work and cooperate with any arrangements made in this regard. If an employee is not expected to be reintegrated with their own employer, a second track intervention will be initiated as early as possible through a certified reintegration company (a certified reintegration company is also understood to mean those companies considered respectable and of sufficient quality by the UWV). Employers will make maximum efforts to this end.
3. The health policy has three pillars; prevention, absenteeism, and reintegration. The health policy is detailed in Annex IXA of this CLA.
4. A model absence protocol has been drawn up. This protocol is set out in Annex IXB to this CLA. The absence protocol takes precedence and can be made specific at company level. Departures from the protocol for justifiable reasons are allowed.



## BENEFITS

### Article 32

#### **DEATH BENEFIT**

If an employee dies, the surviving relatives referred to in Article 7:674(3) of the Dutch Civil Code receive a death benefit. The benefit is calculated on the salary of the remaining part of the calendar month of decease plus the two following calendar months. If the deceased employee still has income outstanding from the Sickness Benefits Act, WAO or WIA, it will be deducted from the benefit.

### Article 33

#### **UNWORKABLE WEATHER**

If an extraordinary natural circumstance (such as frost or snow) makes work impossible and the other conditions of this article are met, an employer may be exempted from the obligation to continue paying wages after a number of waiting days. This is notwithstanding the provisions of Article 7:628 of the Dutch Civil Code and subject to the provisions of points 1 and 2:

1. The employer may assign the employee work other than the usual work, provided it is in line with the activities stipulated in Article 1(3) of the CLA. In that case, wages will continue to be paid
2. If the provisions of point 1(1) are not possible, the employer will apply for benefits according to the statutory provision on behalf of the employee. This is detailed in the Unworkable Weather Regulations (Annex XVI CLA). This benefit is supplemented by the employer to 100% of wages for 27 days and to 90% of wages after 27 days.



## TRAVEL EXPENSES AND TRAVEL TIME

Article 34

### TRAVEL EXPENSES AND TRAVEL HOURS SCHEME

#### Travel expenses

1. Commuting is reimbursed if the total travel distance from the home address to the work address(es) (there and back) exceeds 60 kilometres per day.  
The amount is set as follows:
  - a. travel on public transport, bicycle and moped: the full cost of public transport.
  - b. travel by private car: reimbursement of all kilometres based on the maximum tax-free allowance.
  - c. To determine travel distance and travel time, the employer shall apply a uniform methodology for all employees in terms of the route planner and route to be used to determine travel distance and travel time, unless fairness requires a different application in individual cases.
2. If the employer provides transport, commuting means the distance from the home address to the pick-up point.
3. In the event of redeployment at the employer's request within the region where the employee was placed, if the total commuting distance goes up, the additional kilometres of commuting will be compensated to the employee based on the maximum tax-free allowance.
4. The (tax) exchange with the end-of-year bonus applies for commuting not reimbursed. This is provided for in Article 16(7) CLA.

#### Travel time

5. If the employee works consecutively at several properties, the travelling time between the properties is paid according to on the basic hourly wage and the travelling distance based on an expenses allowance equal to the maximum tax-free amount allowed.
6. If the employee does not work consecutively at two or more properties, and the time between the end of work on the first property and the start of work on the second property is less than 5 hours, gross compensation of €1.50 per turnout shall be paid starting from the second property.
7. Paragraphs 5 and 6 also apply if the employee works at the same property at different times.

### Driver travel time

8. The driver's travel time counts as working time from the first pick-up point of employees transported at the employer's request.

### Travel expenses Health and Safety Service

9. The employer will fully reimburse the employee's travel expenses to the Occupational Health and Safety Service. The allowance in paragraphs 1 (a) and (b) shall apply.

#### Article 35

### SCHIPHOL TRAVEL EXPENSES

1. This article only applies to employers and employees insofar as they work at Schiphol Airport, Schiphol East and/or Schiphol South<sup>2</sup>.
2. Commuting is not reimbursed if:
  - a. the one-way distance is 5 kilometres or less
  - b. the employer provides commuting transport
  - c. the employee is unfit for work for four consecutive weeks or more. Entitlement to travel allowance is restored on the first day on which the employee resumes work.
3. Reimbursement of travel expenses is €0.11 per kilometre.
4. The ANWB's digital route planner is used to calculate commuting kilometres. The determining factor is the shortest distance between the postcode supplemented by the house number of the home address and the postcode supplemented by the house number of the property on which the employee works, which is multiplied by two.
5. Payment by the employer of the travel allowance under this article shall be in a fixed amount per payment period (4 weeks or month). The amount calculated is based on the number of workable days in any year minus 26 holidays and the number of pay periods in the relevant year.
6. Only the more favourable scheme applies if the travel expenses scheme under Article 34 CLA or another travel expenses scheme agreed between the employer and employee is more favourable to the employee.

<sup>2</sup> A map showing the area in this paragraph is available on the RAS website.

## TRAINING AND DEVELOPMENT

Article 36

### TRAINING AND DEVELOPMENT

#### Dutch language pathway

1. For employees taking part in a language course through the RAS, an allowance is provided for the course cost and the costs of leave.
2. This takes the form of an allowance for the employer. The RAS will announce the amount of allowance fee via its website.
3. The language pathways aim to increase the language level. This is measured through a beginning and an end test.
4. The RAS sets eligibility criteria for funding. These criteria will be made known via the RAS website.

#### Basic (vocational) training and development

5. Within three months of starting work, the employee is given effective information, instruction and training adapted to their assigned tasks so that they can perform the work safely and healthily.
6. Within 12 months of starting employment, the employee will be offered basic (professional) training followed by an examination at the RAS Examination Bureau. The employee must attend the training and participate in the examination (or resit). Employees with a basic (vocational) training diploma are exempted from this.
7. If the employee does not receive an offer, the employee can report this to the RAS or CLA parties.
8. The employer is obliged to allow employees to take part in training relevant to their job, which will enable the employee to (continue to) meet the final attainment levels set by the industry, thus obtaining a diploma recognised by the industry.
9. With the employer's permission, employees who take part in the courses and examinations referred to in this article in paragraphs 6 and 8 through the RAS Examination Bureau shall receive an allowance for each course and examination hour equal to the basic hourly wage applicable to the employee.
10. Training costs of RAS-subsidised courses cannot be reclaimed from the employee.
11. If an employee who falls under the Participation Act (according to article 14, paragraph 10 of the Collective Labour Agreement) has not passed the examination and (one or more) resits of the basic (vocational) training as referred to in paragraph 6, and the chances of passing all the examination parts are not in line with expectations, the RAS Examination Bureau may decide to issue partial certificates

for the parts for which the employee did obtain sufficient points. Through this certificate, the condition of eligibility for an offer in case of contract change (Article 38(2), 2nd indent, CLA) is met. The employer (or the employee) can submit a reasoned request for this to the RAS Examination Bureau. The RAS Examination Bureau administers the exams mentioned in article 36 paragraph 6 and 9 of the Collective Labour Agreement and article 4 paragraph 2 Part B of the Collective Labour Agreement. Another (examination) agency may request the RAS to administer these exams. For recognition as an (examination) agency by the RAS, this (examination) agency must first demonstrate in writing to the RAS that the method of examining is at least equivalent to the method of examining by the RAS Examination Agency. The RAS will assess this request for recognition as an (examination) agency. The points on which the RAS assesses this request are detailed in Annex XIIa CLA "Testing examination method". Articles 45 paragraphs 4 to 6 of the CLA apply as regards the procedure to be observed. Only if the RAS has assessed the request positively is a contribution from the RAS towards the training costs available to the employer. The latter is subject to the provisions of Article 37 CLA, Annex XI and XII CLA.

#### Article 37

### **CONTRIBUTION TO TRAINING EXPENSES**

1. The employer may receive a contribution towards the cost of training undertaken by an employee. The conditions are set out in the Training Fee Contributions Regulations, Annex XI.
2. The courses for which a contribution is granted and the amount of the contribution per course are determined annually for each calendar year. This is recorded in the Schedule of Contributions to Training Costs, Annex XII.

## EMPLOYMENT

### Article 38

#### EMPLOYMENT AT CHANGE OF CONTRACT

1. A contract change occurs when a cleaning or window cleaning company acquires the same (or almost the same) property as a result of a retender.

Retendering within the collective labour agreement means if the same client offers a cleaning or window cleaning company other than the incumbent cleaning or window cleaning company the opportunity to perform the work at a certain price. Retendering also includes a tender as a result of termination of the contract by the cleaning/window cleaning company.

This article also applies if a cleaning or window cleaning company acquires or loses a property following the intervention of a third non-cleaning or window cleaning company.

#### Terms and conditions of the offer

2. The employer who acquires a property by change of contract will offer an employment contract to the employees working on the property at the time of the change if:
  - The employee has been working at the property for at least 1.5 years. Temporary employment periods and payroll are included
  - The employee newly employed on or after 1 January 2012<sup>3</sup> -other than by contract change- has an industry-recognised diploma and
  - The employee has a valid identity document or, if required by law, a valid residence permit.

This offer obligation does not apply to:

- Employees who have reached the state pension age
- Employees who are incapacitated for work for more than 26 weeks
- Employees classified in the position of (field) property leader
- Employees who structurally work more than 48 hours per week with one employer (unless, prior to the contract change, the hours above 48 hours have been bought off under Article 38(6) CLA);
- Employees who structurally work nights for one employer in violation of Section 5:8 of the Working Hours Act (unless, prior to the change of contract, the hours in violation have been bought off under Section 38(6) of the Collective Labour Agreement or if a phasing-out arrangement has been agreed).

<sup>3</sup> This is met if an employee has not worked in the industry for 3 months or more.

### **Content and acceptance of offer**

3. If the conditions of paragraph 2 are met, the employer must offer a written employment contract. The following provisions should be taken into account in the offer:
  - The CLA wage applicable to the person concerned and other accrued rights insofar as based on the CLA will be honoured
  - The employee receives an offer on the property to be switched without changing working times and hours. The number of hours in the individual employment contract will be an equal number of hours per period upon contract change at the new employer as was worked at the property before the contract change. Changes can only be made after the change in line with Article 8 CLA
  - The employee retains the right to the VET (simplification allowance)
  - If, according to Article 14(7) of the Collective Labour Agreement, the employee has been placed in a higher salary scale when joining the losing employer(s) based on relevant past experience, this higher salary scale will be followed in the offer
  - The transfer of holiday hours, holiday allowance and saving hours (article 9 paragraph 3 sub b CLA) in the event of a change of contract are subject to the transfer protocol included in annex IV of the CLA.
4. An employee should decide on the employment contract the acquiring company offers within 7 working days. If the employee rejects this offer, the acquiring company will destroy the information received from this employee and the employee will remain employed by the losing company. An offer that does not comply with the conditions set out in this article is considered invalid.

### **Retaining rights over collective agreement**

5. The employer should take into account the following provisions when making an offer:
  - Employees retain their entitlement to an allowance for travel expenses agreed above the collective agreement if this entitlement arose before 31 December 2007.
  - Employees retain their right to travel expenses if this right is linked to the property to be taken over. This right is capped at the maximum tax-free allowance. The employee must be shown to have received the travel expenses for at least 1.5 years immediately prior to the date of contract change. The losing employer at the property must immediately inform the client about the existing travel arrangements at the property if there is a new tender. The losing employer also informs the acquiring

employer about the existing travel arrangements at the property. If the losing employer fails to comply with its information obligations, the commutation rule of Article 38(6) CLA applies. If the acquiring employer offers an equivalent scheme, this provision does not apply.

- Arrangements made in the context of the work organisation at the property in question ("property-related costs"; such as allowance for coffee, clothing and dry cleaning) are part of the offer by the acquiring employer. These agreements are linked to the property and are not considered part of the employment contract for employee transfers. The losing employer must have demonstrably reimbursed the costs for at least 6 months immediately before the date of contract change. If the losing employer fails to do so, the commutation scheme of Article 38(6) CLA applies. If the acquiring employer offers an equivalent scheme, this provision does not apply.
- If an employee under Part D prior to a contract change has already been entitled to higher (above the collective agreement) agreed weekend allowances for at least 18 months, the employee will retain this entitlement upon the contract change. This applies for as long as the employee remains employed at the relevant hotel property.

### **Surrender of rights over collective agreement**

6. If the employees referred to in paragraph 2 are entitled to rights at the losing company over and above the CLA, other than as referred to in paragraph 5, the losing company shall, before the date of the change of contract, reduce these excess CLA rights to the CLA level, unless the losing company agrees with the employee in compliance with Article 8 of the CLA that the employee shall remain with the losing company. If the losing company reduces the above CLA rights to the CLA level, the employee is entitled to the following commutation payment as compensation:

- an amount equal to the capitalised rights in excess of the CLA over 1 year if the employee enjoys the above CLA rights for less than 2 years
- an amount equal to 2.5 times the capitalised rights above the CLA calculated over 1 year if the employee enjoys the above CLA rights for 2 years or more.

The above regulation also applies to the compensation for additional commuting kilometres in accordance with article 34 paragraph 3 of the Collective Labour Agreement.

*The RAS website ([www.ras.nl](http://www.ras.nl)) contains some calculation examples on how to calculate the commutation amount.*

## Anniversary arrangements and change of contract

### 7. *Anniversary scheme for 12.5, 25 or 40 years of service*

If the acquiring company has an anniversary scheme for 12.5, 25 or 40 years of service, the years of service at the losing company will count towards the right to the anniversary scheme with the acquiring company. Years of service with employers from previous contract changes and at any other properties are also counted. It is therefore irrelevant whether the losing company (or the losing companies) had such an anniversary scheme.

#### *Other anniversary arrangements*

If the losing and the acquiring company have different anniversary arrangements, the years of service at the losing company will be counted for the right to the anniversary arrangement at the acquiring company. Years of service with employers from previous contract changes, and at any other properties, only count if those companies also had such an anniversary scheme.

Here it does make a difference whether the losing company (or the losing companies) had such an anniversary arrangement.

## Disclosure requirements

### 8. If there is a re-tender, the losing employer will inform the employees at least 3 months before the expected time of contract change or new effective date of the contract that a re-tender is in progress and inform them of the rights and obligations arising from this article.

- a. The company that loses a property shall, within 5 working days of being aware of this, issue the company to which the new contract has been awarded a statement of the employees referred to in paragraph 2.

The statement should be accompanied by:

- copies of payroll specifications counted over a period of 18 months prior to the contract change. The Citizen Service Number (BSN) should be rendered illegible on the wage statement

- All data necessary for the company awarded the contract to make an offer of an employment contract in line with paragraph
- If an employee was newly employed on or after 1 January 2012 -other than by contract change- a declaration from the losing party that the employee has an industry-recognised diploma.

If the losing company fails to comply with the disclosure obligation referred to above, the losing company shall be liable to the winning company for the resulting losses.

- b. The company acquiring a property must offer an employment contract within four weeks of receiving the information from the losing employer, but no later than 10 working days before the effective date of this contract. If the acquiring company fails to meet this obligation and the losing company suffers damages as a result, the damages may be recovered by the losing company from the acquiring company.

### **Special rules for large tenders (properties worth €500,000 or more per year)**

9. At the tender stage, the current cleaning company should make employee data available (anonymised) to companies wishing to tender within 5 working days upon request.
10. To measure workload, the workload measurements included in the Health and Safety Catalogue are used: 9 months before contract expires by the losing company and 6 months after the start of the new contract by the acquiring company. Companies are obliged to make the results of the workload measurement available to the RAS. The results of the workload measurement are discussed with employees.

### **Employees not eligible for an offer**

11. Employees who do not meet the conditions mentioned in paragraph 2 will be redeployed within the region by the employer subject to the following:
  - vacancies within the region for suitable positions are offered to the employee. These are vacancies that have arisen 3 months or less prior to the change of contract
  - if there is a suitable position, fixed-term contracts within the region will be terminated in favour of the employee with a permanent contract who should be reinstated under this article.
12. Employees who are not offered an employment contract by the acquiring employer due to the duration of the incapacity for work, as mentioned in paragraph 2, will remain employed by the losing employer, which will also continue to be responsible for reintegration.

### **Relationship to legislation**

13. If the Transfer of Undertakings Act (WOO) applies, this takes precedence over the provisions of this article.

Article 39

**DISMISSAL**

If the redeployment procedure referred to in Article 38(12) of the CLA has not resulted in the offer of a suitable position one month after the change of contract, the employer has the option to terminate the employment contract in accordance with the applicable laws and regulations.

## **MATURE WORKING RELATIONSHIP/COMPLAINTS ABOUT WORKLOAD AND UNDESIRABLE BEHAVIOUR**

Article 40

### **WORK MEETING/ANNUAL MEETING**

#### **Work meeting**

1. The employer shall ensure that all employees have regular work meetings with colleagues and the designated immediate supervisor. Overall work meetings a year is considered the norm.
2. For an employee working at a key property, the work meeting may be combined with the visit of the property manager or participation in the work meeting at another, larger property or a separate meeting may be organised.
3. Work meetings are held within working hours. A template is available at [www.ras.nl](http://www.ras.nl).

#### **Annual review**

4. The employer will hold an annual interview with the employee focusing on the workload.
5. The annual interview takes place during working hours at the property where the employee normally works. A template for the interview and topics to be covered is available at [www.ras.nl](http://www.ras.nl).

Article 41

### **INTERNAL VACANCIES AND LETTERS OF WARNING**

1. All vacancies are opened internally first, allowing employees who want to work more hours to apply.
2. The employer intending to send a warning letter to an employee shall offer the employee the opportunity to discuss the matter at an interview.

Article 41A

### **WORKLOAD COMPLAINTS SCHEME**

There is a workload complaints scheme. This complaints scheme forms part of this CLA (see: Annex VIIIA).

Article 41B

### **COMPLAINTS COMMITTEE ON UNDESIRABLE BEHAVIOUR**

1. If a company does not have a complaints committee, the employee can submit a complaint to the Central Complaints Committee RAS (see Annex VIII B).
2. Employees cannot use the company-level complaints committee for reasons of their own and can turn to the RAS Central Complaints Committee.
3. A complaint should be filed within a period of 3 years of the undesirable behaviour in question.

## UNION FACILITIES

Article 42

### UNION FACILITIES

1. The employer will contact trade unions in case of a proposed dismissal other than for an urgent reason or in the event of a proposed transfer to another property if requested by one or more of the employees concerned.
2. If requested by the union(s) at least 2 weeks in advance, the employer will grant leave of absence with pay for executives other than in serious business circumstances, which will be made known to the union(s). The employer can claim the cost of this absence from the RAS.
3. Trade unions will be given the opportunity to train up to 10 executives, spread across different companies, for 1 month during the term of the collective agreement, with pay. Leave costs, as a result of participation in this training course, can be claimed by the employer from the RAS. Unions should request this at least 2 weeks in advance. The employer will allow this unless serious business circumstances oppose it, which will be made known to the trade union(s)
4. Trade unions have the opportunity to hold consultations with workers in the property's assembly room in compliance with the following rules:
  - union work takes place outside working hours and the progress of work is not impeded
  - the intention to visit a property is communicated to the employer at least 2 days in advance
  - there will be no interference, observation or recording of employees attending the union meeting.
5. Trade unions will be given the opportunity to meet with employees at the large properties (properties with a value of €500,000 turnover or more per year) once a year, during working hours, for up to 1 hour. This is on condition that this meeting is announced 2 weeks in advance, and the client agrees.

Article 42A

### **UNION EXECUTIVES AND COMPLIANCE WITH THE COLLECTIVE AGREEMENT**

1. Trade unions report to the employer which employees they designate as their executives. Union executives have the right to draw the manager's attention to compliance with the collective agreement in cases of established non-compliance.
2. The employer shall enable the union executives to assist, within their own company, other union members, also by being present at meetings with managers on the member's request. These interviews take place during working hours if the union executive works at the same location as the member. The time taken by the interview is considered working time. If the executive member attends a meeting with a member who works at another property (with the same employer), the time taken for the meeting is not working time.
3. The employer shall ensure that executives appointed by trade unions are not disadvantaged in their position in the company by their executive membership.

Article 43

### **UNION CONTRIBUTION**

The employee may apply to the employer for a reduction in salary in the month of December of the years 2022, 2023 and 2024 in the amount of the membership cost of an employee organisation paid by him in the relevant calendar year. The employer will grant this request in exchange for an expense allowance equal to the paid membership fees. Please refer to Annex X for the Regulations on Supplementary Employment Contracts in connection with reimbursement of membership fees of an employee organisation.

## OTHER PROVISIONS

### Article 44

#### **INDUSTRY BODY FUNDING (RAS)**

1. There is a Raad voor Arbeidsverhoudingen Schoonmaak- en Glazenwassersbranche (RAS) Magistratenlaan 182, PO Box 2216, 5202 CE 's-Hertogenbosch (e-mail address: info@ras.nl).  
The Articles of Association and Regulations of the RAS form part of the CLA.
2. The employer pays the RAS a contribution per calendar year of a certain percentage of the wage bill, as indicated in paragraph 4 of this article.
3. This percentage of the wage bill is collected by or on behalf of the RAS.
4. The rate is set at 0.75% (excluding VAT) of the wage bill in the current year. From 1 January 2023, the rate will be increased to 1.05% (excluding VAT) of the wage bill in the current year. The 0.3% increase is intended to fund the agreement in Article 47A CLA, and a Generation Pact scheme is yet to be worked out.

### Article 45

#### **DISPENSATION**

1. The RAS is authorised, if special circumstances in a company or a group of companies so require, to allow departures from the provisions of this agreement.
2. A request for dispensation should be submitted in writing to the RAS.
3. The request should include at least:
  - the name and address of the applicant
  - the applicant's signature
  - a precise description of the special circumstances, the scope of the dispensation request and the underlying reasoning.
4. Upon request, the applicant shall provide (additional) information and documents that are necessary for the RAS to assess the request and that they can reasonably expect to obtain.
5. If it considers it necessary, the RAS may invite the applicant to be heard to explain the request in more detail.
6. The applicant will receive a written reasoned decision from the RAS within 2 months of receiving all relevant documents.

## Article 46

**DISPUTES COMMITTEE/BINDING OPINION PROCEDURE RAS**

The RAS Disputes Committee gives binding advice in disputes between employees and employers relating to the application of this CLA. For the Regulations of the Disputes Committee RAS, please refer to Annex VII.

Disputes between employers on contract switching (article 38 CLA) are submitted to the "Employer Disputes Committee on Contract Changes" (See: [www.schoonmakendnederland.nl](http://www.schoonmakendnederland.nl)).

## Article 47

**INDUSTRY PENSION FUND**

For the articles of association and pension regulations of the Stichting Bedrijfstakpensioenfonds voor het Schoonmaak- en Glazenwassersbedrijf, see [www.pensioenschoonmaak.nl](http://www.pensioenschoonmaak.nl).

## Article 47A

**EARLY RETIREMENT IN CONNECTION WITH PHYSICALLY DEMANDING WORK****Full retirement**

1. An employee covered by the collective agreement for the cleaning and window cleaning industry (hereinafter: CLA) can choose to stop working completely up to 2 years before the state pension age. The employee can apply for benefits for this period through the RAS. The gross monthly amount of the benefit is up to 1874 (maximum 22,488 euros gross annually). The benefit is indexed annually on 1 January in line with the increase in the RVU threshold exemption (Section 32ba(7) and (8), Wage Tax Act). The employee receives a benefit amount pro rata for the hours he no longer works.
2. Entitled to benefits is the employee who:
  - In the period 1 January 2022 to 31 December 2025 at the time of retirement, has reached an age no more than 2 years before the state pension age
  - Falls under Part A, B or D of the CLA
  - For 10 years immediately prior to the retirement date, has been continuously employed as an employee (according to article 1 paragraph 3 CLA) at one or more companies falling within the scope of the CLA (article 1 paragraph 1 CLA). Periods of up to 6 months not working or working elsewhere count as time worked
  - In the reference period, had an employment contract of at least 20 hours per week or worked an average of 20 or more hours per week for one or more employers in the cleaning industry. The reference period is detailed in Annex XVII.

### Partial retirement

3. An employee covered by the collective agreement for the cleaning and window cleaning industry (hereinafter: CLA) can choose to partially stop working up to 2 years before the state pension age. The employee can apply for benefits for this period through the RAS. The gross monthly amount of the benefit is up to 1874 euros. The benefit is indexed annually on 1 January in line with the increase in the RVU threshold exemption (Section 32ba (7) and (8), Wage Tax Act). The employee receives a benefit amount pro rata for the hours he no longer works.
4. Entitled to benefits is the employee who:
  - In the period 1 January 2022 to 31 December 2025 at the time of retirement, has reached an age no more than 2 years before the state pension age
  - Falls under Part A, B or D of the CLA
  - For 20 years immediately prior to the retirement date, has been continuously employed as an employee (according to article 1 paragraph 3 CLA) at one or more companies falling within the scope of the CLA (article 1 paragraph 1 CLA). Periods of up to 6 months not working or working elsewhere count as time worked
  - In the reference period, had an employment contract of at least 32 hours per week or worked an average of 32 or more hours per week for one or more employers in the cleaning industry. The reference period is detailed in Annex XVII
  - After resigning, continues to work at least 19 hours a week at one or more companies covered by the scope of the CLA.
5. The agreements in this article are detailed in the regulations "Early retirement in connection with physically demanding work for the cleaning and window cleaning industry". These regulations are included as Annex XVII to this CLA.

Article 48

**ENTRY INTO FORCE AND DURATION**

This agreement comes into effect on 1 January 2022. The agreement ends on 30 June 2024.

The term of Articles 1, 36, 37, 38, 44, 45, 47a and Articles 4 and 8 of Part B, Annex XI, Annex XII, Annex XIIa including the corresponding Articles of Association and Regulations will end on 31 December 2025. The term of Article 44 ends on 31 December 2028.

Termination of this agreement does not require notice of termination by or on behalf of either party.

The meeting of parties around the “industry table” may result in the CLA being amended in the interim.

## **CLA SECTION FOR SPECIALIST CLEANING (HEREINAFTER REFERRED TO AS: PART B)**

### Article 1

#### **APPLICABILITY**

1. This part of the CLA applies to employers as defined in article 1 of the general part of the CLA in the Cleaning and Window Cleaning Industry and to employees working in specialist cleaning.
2. The general part of the CLA applies when this part of the CLA makes no other provision.
3. Article 1, paragraph 13 (regional provision) of the general part of the CLA does not apply to employees working in specialist cleaning.

### Article 2

#### **CHARACTERISTICS OF SPECIALIST CLEANING**

Specialist cleaning is characterised by:

- work that mostly takes place in remote locations, requiring a lot of travel
- often outdoor work and therefore weather-dependent
- need for specialist training
- special requirements with regard to health and safety
- safety aspects and specialist worker training are important to workers working in specialist cleaning partly because of the property-specific (safety) requirements.

### Article 3

#### **SPECIALIST CLEANING SEGMENTS AND POSITIONS**

The following segments, with corresponding positions, can be distinguished within specialist cleaning:

- window cleaning activities on buildings (hereinafter 'window cleaning' segment). Features: Window cleaner I and II and Associate foreman/woman outdoor cleaning maintenance I and II.
- cleaning and maintenance of facades. This includes graffiti removal on all substrates (hereinafter: segment "facade maintenance"). Features: Façade maintenance worker I, II and III and Associate foreman/woman outdoor cleaning maintenance I and II.
- work that must take place immediately after an emergency (such as fire, water, storm or dust) to minimise its consequential damage (hereafter: segment 'emergencies'). Features: Basic post-emergency cleaning employee, Post-emergency cleaning employee I, II and III.

- cleaning within production departments in the food industry (referred to below as the 'food hygiene' segment). Features: Employee cleaning maintenance industrial I, II and III.
- other industry, as well as repair/repair and/or life extension work (such as tiling after emergencies and floor repairs). Features: Employee cleaning maintenance industrial I, II and III.

#### Article 4

### **BASIC (PROFESSIONAL) TRAINING AND DEVELOPMENT**

1. Within three months of starting work, the employee will receive from the employer specific information, instruction and teaching adapted to the assigned tasks to perform the work safely and healthily.
2. The employer will offer the employee basic (vocational) training within 12 months of starting employment. This is followed by an exam recognised with the RAS. This does not apply if the employee already has a relevant basic (trade) diploma, a secondary vocational education (Dutch MBO) qualification (level 2 or 3 cleaning or window cleaning) or for employees within the 'other industry' segment.
3. Depending on which part of specialist cleaning the employee is working in, this involves basic (specialist) training in window cleaning, facade maintenance, cleaning after emergencies or cleaning in the food processing industry.
4. The employee is obliged to participate in the basic (vocational) training and the examination.
5. Employees taking part in the basic (vocational) training and examination with the employer's permission receive an allowance for each course and examination hour equal to the basic hourly wage applicable to the employee.
6. The employer will allow the employee to participate in training relevant to their job even after the basic (vocational) training.
7. The employer may receive an allowance for training and examination costs from the RAS. The conditions can be found in the Regulations on Contribution to the Costs of Training Programmes (Annex XI CLA) and on the RAS website ([www.ras.nl](http://www.ras.nl)).
8. Training costs of RAS-subsidised courses cannot be reclaimed from the employee.
9. If the employer does not comply with this article, the employee may report the matter to the RAS and/or CLA parties.
10. If an employee who falls under the Participation Act (according to article 14, paragraph 10 of the Collective Labour Agreement) has not passed the examination and (one or more) resits of the basic (vocational) training as referred to in paragraph 2, and the chances of

passing all the examination parts are not in line with expectations, the RAS Examination Bureau may decide to issue partial certificates for the parts for which the employee did obtain sufficient points. Through this certificate, the condition of eligibility for an offer in case of contract change (Article 38(2), 2nd indent, CLA) is met. The employer (or employee) can submit a reasoned request to the RAS Examination Office for this purpose.

#### Article 5

##### **ON-CALL DUTY**

If an employee needs to be immediately on-call to perform work outside regular working hours and must be permanently available to do so, the following applies:

- This employee must be available (period of on-call duty) for a maximum of one full week every fortnight. A mobile phone will be used. For each week of being available (on-call), the employee receives gross allowance of €50.
- If this employee is actually called up during a period of availability (on-call duty), he or she is paid wages per turnout. The allowance for this is at least equal to 2 hours' wages.
- If this employee is actually called up during a period of availability (on-call duty) at the time of a night shift, a rest period of at least 8 hours (excluding travel time) applies following the duration of the call. If rest hours fall on hours of the day that would normally be worked, these hours must be paid.

#### Article 6

##### **SAVING HOURS SYSTEM FOR SPECIALIST CLEANING**

Specialist cleaning involves busy and less busy periods. The employer can make use of a saving hours system. The following conditions apply:

- Hours worked above or below the contractual number per 4-week period (or monthly) are saved and taken back later in a 4-week period (or month). The saving hours scheme has a reference period from January to December, i.e. 12 months or 13 periods.
- For a full-timer, a maximum of 100 hours are saved. For part-timers, this maximum applies proportionally.
- Minus hours at the end of the term compared to the contractually agreed number of hours of the term are for the employer's account. If not all hours have been taken by the end date of the term, and there are additional hours above the number of term hours, these hours will be paid at 100%.

- Overtime pay is paid for the hours the employee worked in excess of an average of 38 hours per week over the reference period of the saving hours scheme. Leave hours taken are included as hours worked.
- When taking over in connection with contract change (article 38 CLA), minus hours are for the account of losing employer. Plus hours go with the new employer and are invoiced by the 'acquiring' employer to the 'losing' employer. When taking over, plus hours are equal in terms of regulation to regulation transferring leave hours (Annex IV CLA).

#### Article 7

### **TRAVEL TIME AND TRAVEL EXPENSES SCHEME**

1. As working time: the time from the first work property to the last work property. The work property is the place where the work is performed.
2. Travel time means the time the employee travels by private or public transport or uses a means of transport provided by the employer from home to the first work property and from the last work property, back home.
3. Travel distance is the distance the employee travels by private or public transport from home to the first work property and from the last work property back home.
4. If travelling through the branch, the following applies:
  - Travel via the branch is done in consultation between employer and employee
  - If the establishment is used as a transfer point ('carpooling') and no work is done. The total travel time up to the first property is commuting time (and from the last property back to the place of business)
  - If work is carried out at the site (e.g. collecting materials, filling in work sheets, refilling water) before further travel. Travel time from the branch to the first property is working time (and from the last property back to the branch).
5. To determine travel distance and travel time, the employer applies a uniform methodology for all employees in terms of the route planner and route to be used to determine travel distance and travel time, unless fairness calls for a different arrangement in individual cases.
6. If the travel distance exceeds 60 kilometres per day, the employee will receive:
  - a. when using public transport, bicycle and moped: the full cost of public transport.
  - b. for travel by car: reimbursement of all kilometres based on the maximum tax-free allowance.

7. If travel time exceeds 1.5 hours per day, the excess will be compensated as travel hours based on the CLA basic hourly wage.
8. For the driver who uses a means of transport belonging to the employer, working hours start (contrary to paragraph 1) at the loading and/or unloading address or at the first pick-up point for employees who are transported on behalf of the employer.

#### Article 8

### CONTRACTSWISSELING EN ONDERAANNEMING

1. In addition to article 38(1) of the general part of the CLA, if there is subcontracted window cleaning with a substantial scope, followed by a retendering of the window cleaning, the acquiring company must also make an offer to a number of employees employed by the subcontractor.
2. Window cleaning of substantial scope exceeds 3344 hours on an annual basis before the contract change date.
3. The number of employees employed by the subcontractor who receive an offer from the project acquiring company is based on the schedule below:

Number of hours of window cleaning on an annual basis	Number of employees receiving offers
Less than 3344 hours	0
3344 - 5015 hours	2
5016 - 6687 hours	3
6688 - 8359 hours	4 <sup>4</sup>

4. To be included as an employee of the subcontractor under the 'reflection' arrangement, the following conditions apply (contrary to article 38 paragraph 2 of the general part of the CLA):
  - the employee must have worked at least 200 hours as a window cleaner on the property subject to contract change in the past 18 months
  - the employee is permanently employed by the subcontractor indefinitely
  - the employee holds an industry-recognised qualification
  - the employee has a valid identity document or, if required by law, a valid residence permit.
  - the employee has not yet reached the state pension age
  - the employee has not been unfit for work for more than 26 weeks

<sup>4</sup> The number of employees will be increased (further) by 1 each time the window cleaning is 1,672 hours more on an annual basis.

- the employee does not structurally work more than 48 hours per week with the subcontractor (unless, prior to the changeover, the hours in excess of 48 hours have been bought off in accordance with article 38 paragraph 6 of the general part of the CLA).
5. The reflection principle is applied to determine which employees receive an offer (chapter 2 UWV Implementing Rules for Dismissal BE, version August 2018). The derogation options in Chapters 17 to 19 of these policies do not apply. The policy rules can be downloaded from the RAS website.
  6. The positions Window cleaner I and II are considered interchangeable for the reflection principle. The positions of Associate foreman/ woman outdoor cleaning maintenance I and II are also considered interchangeable.
  7. After applying the reflection principle, employees entitled to an offer from the project acquiring company will receive an offer without changing hours. The number of hours in the individual employment contract will be an equal number of hours per period at the change of contract with the acquiring employer as operated by the subcontractor (in total) before the change of contract. This paragraph applies as a derogation to article 38, paragraph 3 (2nd indent) of the general part of the CLA.
  8. The company working as a subcontractor on the property to be exchanged, or the project acquiring company, shall demonstrate a proper fulfilment of this article towards the acquiring company.
  9. The rules of Article 38 paragraph 3 (1st, 3rd and 4th indents) and paragraphs 4 to 14 of the general part of the CLA apply in full.

## **COLLECTIVE BARGAINING PART FOR ADMINISTRATIVE, SUPPORT AND MANAGERIAL PERSONNEL POSITIONS (REFERRED TO BELOW AS: PART C)**

### Article 1

#### **APPLICABILITY**

1. This part of the agreement applies to the employer as defined in article 1 of the Collective Labour Agreement in the Cleaning and Window Cleaning Industry and to employees whose job is included in the reference jobs in article 2 of Part C and who have entered into an employment contract with the employer as referred to in article 1, paragraph 2 of the Collective Labour Agreement in the Cleaning and Window Cleaning Industry. This section does not apply to employers who obtained a dispensation from the RAS in 2004.
2. Employee also means the man or woman in a job up to and including the level of 140 ORBA points not explicitly mentioned in the reference jobs in Article 2 of Part C and whose job will be classified by the employer. If the employee disagrees, an appeal is open to the Job Classification Committee. The appeal procedure is set out in annex VIII of the CLA.
  - a. Articles 16, 19, 24 and 26 to 31 and article 44 of the Collective Labour Agreement in the Cleaning and Window Cleaning Industry apply mutatis mutandis to employees falling under Part C according to paragraphs 1 and 2. The other articles of the Collective Labour Agreement in the Cleaning and Window Cleaning Industry do not apply.
  - b. Deviation from the provisions of sub a is possible only if the company has a company scheme that:
    - has the consent of the employee participation body referred to in the Works Councils Act, and the RAS has granted dispensation according to article 45 of the CLA
    - in respect of the articles referred to under (a) is at least equivalent to that stipulated in the CLA.

## Article 2

**REFERENCE JOBS****Features:**

- AS.1 General/secr. employee 1 (40-60 ORBA-punten)
- AS.2 General/secr. employee 2 (60-80 ORBA-punten)
- AS.3 General/secr. employee 3 (80-100 ORBA-punten)
- AS.4 General/secr. employee 4 (100-115 ORBA-punten)
- BB.1 Planning office assistant 1 (80-100 ORBA-punten)
- BB.2 Planning office assistant 2 (115-135 ORBA-punten)
- BB.3 Planning office assistant 3 (115-135 ORBA-punten)
- FA.1 Administrative assistant 1 (60-80 ORBA-punten)
- FA.2 Administrative assistant 2 (80-100 ORBA-punten)
- FA.3 Administrative assistant 3 (100-115 ORBA-punten)
- FA.4 Administrative assistant 4 (115-135 ORBA-punten)
- MA.1 Warehouse assistant 1 (40-60 ORBA-punten)
- MA.2 Warehouse assistant 2 (40-60 ORBA-punten)
- RL.1 District manager 1 (115-135 ORBA-punten)
- RL.2 District manager 2 (135-140 ORBA-punten)

## Article 3

**MINIMUM-SALARISNIVEAU**

1. For employees referred to in Article 2, the minimum salary level is as follows effective 1 January 2022:

ORBA Points	Up to 40	40-60	60-80	80-100	100-115	115-135	135-140
Minimum salary level	11,65	12,13	12,67	13,42	14,24	15,23	16,28

Excluded from this are the positions District Manager 1 and 2.

The minimum salary level for these positions is:

- District Manager 1: € 16,34
- District Manager 2: € 16,99

2. For employees referred to in Article 2, the minimum salary level is as follows effective 1 April 2022:

ORBA Points	Up to 40	40-60	60-80	80-100	100-115	115-135	135-140
Minimum salary level	12,05	12,54	13,10	13,87	14,72	15,74	16,83

Excluded from this are the positions District Manager 1 and 2.

The minimum salary level for these positions is:

- District Manager 1: € 16,90
- District Manager 2: € 17,57

3. For the employees referred to in Article 2, the minimum salary level is as follows effective 1 April 2023:

ORBA Points	Up to 40	40-60	60-80	80-100	100-115	115-135	135-140
Minimum salary level	12,38	12,89	13,46	14,26	15,13	16,18	17,30

Excluded from this are the positions District Manager 1 and 2.

The minimum salary level for these positions is:

- District Manager 1: € 17,36
- District Manager 2: € 18,05

4. For employees referred to in Article 2, the minimum salary level is as follows effective 1 April 2024:

ORBA Points	Up to 40	40-60	60-80	80-100	100-115	115-135	135-140
Minimum salary level	12,57	13,08	13,66	14,47	15,36	16,42	17,56

Excluded from this are the positions District Manager 1 and 2.

The minimum salary level for these positions is:

- District Manager 1: € 17,62
- District Manager 2: € 18,32

5. Employees' actual hourly wages (excluding personal allowance agreed in writing with the individual employee) will be increased by:

- 3.4% on 1 April 2022. If paid 4-weekly with effect from period 4 2022 and if paid monthly with effect from 1 April 2022
- 2.75% by 1 April 2023. If paid 4-weekly with effect from period 4 2023 and if paid monthly with effect from 1 April 2023
- 1.5% by 1 April 2024. If paid 4-weekly with effect from period 4 2024 and if paid monthly with effect from 1 April 2024.



**CLA SECTION FOR HOTELS  
(HEREINAFTER REFERRED TO AS: PART D)**

Article 1

**APPLICABILITY**

1. This part of the agreement applies to employers as defined in article 1 of the Collective Labour Agreement in the Cleaning and Window Cleaning Industry and to employees as defined in article 1 paragraph 3 of the same Collective Labour Agreement, only for the time they are employed in a hotel<sup>5</sup>.
2. The general part of the Collective Labour Agreement in the Cleaning and Window Cleaning Industry shall apply in full where that part of the Collective Labour Agreement makes no other provision for the employees referred to in paragraph 1.

Article 2

**ALLOWANCE FOR SPECIAL HOURS**

Employees who work evenings, nights, weekends or public holidays receive the following allowances (as a percentage) over the basic hourly wage:

	MON	TUE	WED	THU	FRI	SAT	SUN	Public holiday (until 1 January 2023)	Public holiday (from 1 January 2023)
<b>00.00 am - 06.00 am</b>	50	30	30	30	30	50	50	50	150
<b>06.00 am - 21.30 pm</b>	0	0	0	0	0	0	0	50	150
<b>21.30 pm - 00.00 pm</b>	30	30	30	30	50	50	50	50	150

Article 3

**PUBLIC HOLIDAYS AND HOLIDAY ENTITLEMENT**

1. If the employee does not perform work on a public holiday (see definition article 18 paragraph 2 CLA), they will not receive any pay.
2. Holiday accrual is 10.5% of each paid hour or part thereof. There is no accrual on overtime hours.
3. The holiday workers and students/students, as mentioned in article 9, paragraphs 3 c and d of the general part of the Collective Labour Agreement, receive wages within hotel cleaning, including holiday accrual (10.5%) and holiday allowance (8%). The wage tables are in Annex IIIa.

<sup>5</sup> This part of the CLA expressly does not apply to employees working in, on or at holiday bungalows.

## Article 4

**RETENTION OF HIGHER WEEKEND ALLOWANCE UPON CHANGE OF CONTRACT**

If an employee has already been entitled to higher (above the CLA) agreed weekend allowance(s) for at least 18 months prior to a contract change (Article 38 CLA), the employee retains this right at the time of the contract change. This applies for as long as the employee remains employed at the relevant hotel property.

## Article 5

**SAVING HOURS SYSTEM HOTEL CLEANING**

Hotel cleaning entails planned work. The employer can make use of a saving hours system. The following conditions apply:

- Hours worked above or below the contractual number per 4-week period (or monthly) are saved and taken back later in a 4-week period (or month). The saving hours scheme has a reference period of a calendar year from January to December, i.e. 12 months or 13 periods.
- Saving hours are accrued only on the employee's regular working days. The employee has no obligation to work more days per week.
- In the interest of a healthy work balance, working hours above 9 hours a day are still paid in accordance with overtime pay. These hours do not count towards saving hours but are considered overtime.
- There is a maximum of four weeks of minus hours compared to the hours contractually agreed with the employee.
- Minus hours at the end of the term compared to the contractually agreed number of hours of the term are for the employer's account. If not all hours have been taken by the end date of the term, and there are additional hours above the number of term hours, these hours will be paid at 100%.
- When taking over in connection with contract change (article 38 CLA), minus hours are for the account of losing employer. Plus hours go with the new employer and are invoiced by the 'acquiring' employer to the 'losing' employer. When taking over, plus hours are equal in terms of regulation to regulation transferring leave hours (Annex IV CLA).

## ANNEX I DAILY PAY

The daily wage, being the wage per day, is calculated using the following formula:

$$\frac{\text{Earnings}}{\text{Days worked}} \times \frac{\text{Days worked} + \text{Sick days} + \text{Unpaid leave}^*}{\text{Working days in that period}}$$

Explanation of the various elements:

- Earnings: All income for the three whole pay periods prior to the first day of incapacity for work, including any pay for holidays, but excluding holiday allowance, end-of-year bonus, overtime payment, holiday hours paid out in accordance with Article 26(10) of the Collective Labour Agreement and any continuation of pay in the event of incapacity for work.
- Days worked: The number of days actually worked in that period, plus any holidays and public holidays in that period that would normally have been worked.
- Unpaid leave: Days on which the employee enjoys unpaid leave in accordance with Article 30 CLA.  
\* *Unpaid leave days are deducted if the disability wage payment connects sick pay to unpaid leave that has followed paid leave.*
- Working days in such period: Reference Period of three whole pay periods preceding the first sick day: this is 65 days for monthly payment and 60 days for 4-weekly payment, or as many days shorter as when the employee joined later in the period.

The daily wage calculated according to the above formula is indexed by the initial increases agreed by the CLA in accordance with Article 15 and Annex III CLA.

### Cyclical work

If an employee is working in a schedule with a fixed monthly or periodic pay, then the payment in case of incapacity for work is determined on this basis. The above daily wage calculation is in that case not applicable. The percentages of the schedule in Article 31(1) CLA and the other provisions of this article apply in full.

## ANNEX II REFERENCE JOBS IN THE CLEANING AND WINDOW CLEANING INDUSTRY

For a description of the reference jobs, please refer to the job manual on the website [www.ras.nl](http://www.ras.nl).

WAGE GROUP	JOB TITLE PART A
1	General cleaning maintenance employee I Transport equipment cleaning maintenance worker I Cleaning assistant kitchen/catering I
2	General cleaning maintenance employee II Employee cleaning maintenance and services I Transport equipment cleaning maintenance worker II Floor cleaning employee I Cleaning assistant kitchen/catering II
3	Transport equipment cleaning maintenance worker III Employee cleaning maintenance and services II Floor cleaning maintenance worker II Associate foreman/forewoman general cleaning maintenance I
4	Employee cleaning maintenance and services III Floor cleaning maintenance worker III Associate foreman/woman general cleaning maintenance II
5	(Travelling) property manager general cleaning maintenance I
6	(Travelling) property manager general cleaning maintenance II (Travelling) property manager general cleaning maintenance III

WAGE GROUP	JOB TITLE PART B
1	Employee cleaning maintenance assistant industrial I
2	Window cleaner I Employee cleaning maintenance industrial II Basic cleaning employee after emergencies
3	Facade treatment specialist I Window cleaner II Employee cleaning maintenance industrial III Employee cleaning maintenance after emergencies I
4	Facade treatment II Employee cleaning maintenance after emergencies II Associate foreman/forewoman outdoor cleaning I
5	Facade treatment III Employee cleaning maintenance after emergencies III Associate foreman/forewoman outdoor cleaning maintenance II

**ANNEX III  
WAGE TABLES**

1. For the employee referred to in Article 1(3), the basic hourly wage is as follows effective 1 January 2022:

Pay grades	1	2	3	4	5	6
<b>Basic hourly wage/age</b>						
17 years and younger	5,15	5,40	5,66	5,95	6,17	6,48
18 years	6,29	6,60	6,92	7,28	7,55	7,93
19 years	7,44	7,80	8,18	8,60	8,92	9,37
20 years	8,58	9,00	9,44	9,92	10,29	10,81
<b>Basic hourly wage/ years of service</b>						
0	11,44	12,00	12,58	13,23	13,72	14,41
1	11,85	12,44	13,01	13,67	14,20	14,92
2	12,28	12,88	13,49	14,15	14,69	15,44
3	12,66	13,31	13,92	14,62	15,18	15,95
4	13,05	13,72	14,38	15,07	15,66	16,46

2. For the employee referred to in Article 1(3), the basic hourly wage is as follows effective 1 April 2022:

Pay grades	1	2	3	4	5	6
<b>Basic hourly wage/age</b>						
17 years and younger	9,46	9,93	10,40	10,94	11,35	11,92
18 years	10,06	10,55	11,05	11,63	12,06	12,67
19 years	10,65	11,17	11,70	12,31	12,77	13,41
20 years	11,83	12,41	13,00	13,68	14,19	14,90
<b>Basic hourly wage/ years of service</b>						
0	11,83	12,41	13,00	13,68	14,19	14,90
1	12,25	12,87	13,45	14,14	14,68	15,43
2	12,70	13,32	13,95	14,63	15,19	15,96
3	13,09	13,76	14,39	15,11	15,70	16,49
4	13,50	14,19	14,87	15,59	16,19	17,02

3. For the employee referred to in Article 1(3), the basic hourly wage is as follows effective 1 April 2023:

Pay grades	1	2	3	4	5	6
<b>Basic hourly wage/age</b>						
17 years and younger	9,72	10,20	10,69	11,24	11,66	12,25
18 years	10,33	10,84	11,36	11,94	12,39	13,01
19 years	10,94	11,48	12,02	12,65	13,12	13,78
20 years	12,15	12,75	13,36	14,05	14,58	15,31
<b>Basic hourly wage/ years of service</b>						
0	12,15	12,75	13,36	14,05	14,58	15,31
1	12,58	13,22	13,82	14,53	15,09	15,85
2	13,05	13,68	14,33	15,03	15,60	16,40
3	13,45	14,14	14,78	15,53	16,13	16,94
4	13,87	14,58	15,28	16,01	16,64	17,49

4. For the employee referred to in Article 1(3), the basic hourly wage is as follows effective 1 April 2024:

Pay grades	1	2	3	4	5	6
<b>Basic hourly wage/age</b>						
17 years and younger	9,87	10,35	10,85	11,41	11,84	12,43
18 years	10,49	11,00	11,53	12,12	12,58	13,21
19 years	11,11	11,65	12,20	12,83	13,32	13,99
20 years	12,34	12,94	13,56	14,26	14,80	15,54
<b>Basic hourly wage/ years of service</b>						
0	12,34	12,94	13,56	14,26	14,80	15,54
1	12,77	13,42	14,03	14,74	15,31	16,09
2	13,24	13,89	14,55	15,26	15,84	16,65
3	13,65	14,35	15,01	15,76	16,37	17,20
4	14,08	14,80	15,51	16,25	16,89	17,75

## ANNEX IIIA WAGES AND SALARIES FOR HOLIDAYMAKERS AND STUDENTS/ SCHOOLCHILDREN

- For holiday workers and students/schoolchildren as referred to in Article 9(3)(c) and (d), the salary including holiday accrual (10%) and holiday pay (8%) as at 1 January 2022:

Pay grades	1	2	3	4	5	6
17 years and younger	6,18	6,48	6,79	7,14	7,41	7,78
18 years	7,55	7,92	8,30	8,73	9,05	9,51
19 years	8,92	9,36	9,81	10,32	10,70	11,24
20 years	10,29	10,80	11,32	11,91	12,35	12,97
21 years and above	13,73	14,40	15,09	15,87	16,47	17,29

- For holiday workers and students/schoolchildren as referred to in Article 9(3)(c) and (d), the salary including holiday accrual (10%) and holiday pay (8%) as at 1 April 2022:

Pay grades	1	2	3	4	5	6
17 years and younger	11,36	11,91	12,48	13,13	13,62	14,30
18 years	12,07	12,66	13,26	13,95	14,47	15,20
19 years	12,78	13,40	14,04	14,77	15,32	16,09
20 years and above	14,19	14,89	15,60	16,41	17,03	17,88

- For holiday workers and students/schoolchildren as referred to in Article 9(3)(c) and (d), the salary including holiday accrual (10%) and holiday pay (8%) as at 1 April 2023:

Pay grades	1	2	3	4	5	6
17 years and younger	11,66	12,24	12,82	13,49	14,00	14,70
18 years	12,39	13,00	13,63	14,33	14,87	15,61
19 years	13,12	13,77	14,43	15,17	15,74	16,53
20 years and above	14,58	15,30	16,03	16,86	17,49	18,37

- For holiday workers and students/schoolchildren as referred to in Article 9(3)(c) and (d), the salary including holiday accrual (10%) and holiday pay (8%) as at 1 April 2024:

Pay grades	1	2	3	4	5	6
17 years and younger	11,85	12,42	13,02	13,69	14,21	14,92
18 years	12,59	13,20	13,83	14,54	15,09	15,85
19 years	13,33	13,97	14,64	15,40	15,98	16,78
20 years and above	14,81	15,53	16,27	17,11	17,76	18,65

## WAGES AND SALARIES FOR HOLIDAYMAKERS AND STUDENTS/ SCHOOLCHILDREN - HOTEL CLEANING

5. For holiday workers and students/schoolchildren as referred to in Article 9 paragraph 3 sub c and sub d Part A and Article 3 paragraph 3 Part D, the salary including holiday accrual (10.5%) and holiday allowance (8%) as of 1 January 2022:

Pay grades	1	2	3	4	5	6
17 years and younger	6,20	6,51	6,82	7,18	7,44	7,82
18 years	7,58	7,95	8,34	8,77	9,10	9,55
19 years	8,96	9,40	9,86	10,36	10,75	11,29
20 years	10,34	10,85	11,37	11,96	12,40	13,03
21 years and above	13,79	14,46	15,16	15,94	16,54	17,37

6. For holiday workers and students/schoolchildren as referred to in Article 9 paragraph 3 sub c and sub d Part A and Article 3 paragraph 3 Part D, the salary including holiday accrual (10.5%) and holiday allowance (8%) as of 1 April 2022:

Pay grades	1	2	3	4	5	6
17 years and younger	11,41	11,97	12,53	13,19	13,68	14,37
18 years	12,12	12,71	13,32	14,01	14,54	15,26
19 years	12,83	13,46	14,10	14,84	15,39	16,16
20 years and above	14,26	14,96	15,67	16,49	17,10	17,96

7. For holiday workers and students/schoolchildren as referred to in Article 9 paragraph 3 sub c and sub d Part A and Article 3 paragraph 3 Part D, the salary including holiday accrual (10.5%) and holiday allowance (8%) as of 1 April 2023:

Pay grades	1	2	3	4	5	6
17 years and younger	11,72	12,29	12,88	13,55	14,06	14,76
18 years	12,45	13,06	13,69	14,39	14,94	15,68
19 years	13,18	13,83	14,49	15,24	15,82	16,61
20 years and above	14,64	15,37	16,10	16,93	17,57	18,45

8. For holiday workers and students/schoolchildren as referred to in Article 9 paragraph 3 sub c and sub d Part A and Article 3 paragraph 3 Part D, the salary including holiday accrual (10.5%) and holiday allowance (8%) as of 1 April 2024:

Pay grades	1	2	3	4	5	6
17 years and younger	11,90	12,48	13,07	13,75	14,27	14,98
18 years	12,64	13,26	13,89	14,61	15,16	15,92
19 years	13,39	14,04	14,71	15,47	16,05	16,86
20 years and above	14,87	15,60	16,34	17,19	17,84	18,73



## ANNEX IV

### TRANSFER PROTOCOL FOR HOLIDAY HOURS, HOLIDAY ALLOWANCE AND SAVING HOURS WHEN CHANGING CONTRACTS

1. If, as a result of contract changes, employees wish to transfer claims to holiday hours, holiday allowance and savings hours (article 9, paragraph 3 under b of the Collective Labour Agreement) to the cleaning or window cleaning company that acquired the property, this cleaning or window cleaning company may send an itemised invoice to that effect to the cleaning or window cleaning company that lost the property. The invoice distinguishes between statutory and non-statutory holiday hours.
2. The cleaning or window cleaning company that has lost the property is obliged to pay this invoice without delay, but no later than within 14 days. Failure or non-timely fulfilment of the financial settlement between cleaning and window cleaning companies involved in the contract changeover, respectively, is no reason to suspend employees' rights under Article 38 CLA.
3. The value of the holiday hours and saving hours to be carried over can be calculated as follows: basic hourly wage plus personal allowances as mentioned in the CLA times the number of holiday hours and saving hours to be carried over as at the date of change of contract. The value thus calculated is to be increased by the percentage of holiday allowance as mentioned in Article 24 CLA.
4. The value of the holiday allowance to be transferred is calculated according to Article 24 of the CLA.
5. The sum of the transferable value of holiday hours, saving hours and holiday allowance will be increased by a surcharge on account of social insurance contributions. The percentage of social insurance contributions to be observed is published annually by Schoonmakend Nederland.

## ANNEX XIV OVERVIEW OF STATUTORY LEAVE ARRANGEMENTS

TYPE OF LEAVE	IMPLICATIONS FOR THE EMPLOYEE
<b>MATERNITY LEAVE</b>	<p><b>Income:</b> Benefit equivalent to 100% of wages (up to maximum daily wage). Usually, the UWV pays the benefit to the employer so that it can continue to pay wages.</p> <p><b>Holiday accrual:</b> During maternity leave, holiday accrual continues.</p>
<b>EMERGENCY LEAVE AND OTHER SHORT-TERM ABSENCES*</b>	<p><b>Income:</b> Employer pays wages 100%.</p> <p><b>Holiday accrual:</b> Accrual of holidays continues during emergency leave.</p>
<b>BIRTH LEAVE</b>	<p><b>Income:</b> The employer pays 100% salary on birth leave. During the additional birth leave, the employee receives a benefit from the UWV amounting to 70% of their (maximum) daily wage.</p> <p><b>Holiday accrual:</b> The accrual of holidays continues during birth leave and additional birth leave.</p>

\* For these types of leave, the employer may make different arrangements in an arrangement with the works council or staff association. For example, on withholding holiday hours in excess of statutory requirements.

LEAVE DURATION	DESCRIPTION
<p>At least 16 weeks. The length of the leave period depends on the date on which the baby is actually born. There is entitlement to an additional 4 weeks of maternity leave for a multiple birth. In case of prolonged hospitalisation of the child, maternity leave is extended by up to 10 weeks.</p>	<p>Leave for the employee prior to and following delivery. The employer cannot refuse maternity leave. If the female employee dies during the maternity leave, her partner is entitled to the remaining maternity leave with pay. From 6 weeks after the date of delivery, maternity leave can be taken over a period of up to 30 weeks in consultation with the employer.</p>
<p>This depends on the reason for the leave. Sometimes a few hours is sufficient. Sometimes a few days will be needed.</p>	<p>Leave for urgent, unforeseen and special personal circumstances of the employee. For example, if an immediate family member dies, the employee's partner gives birth or for urgent, unforeseen or not a reasonably foreseeable doctor or hospital visits outside working hours. The employer may not refuse a reasonable request for emergency leave. Afterwards, the employer can ask the employee to prove that taking emergency leave was necessary.</p>
<p>During the birth leave, the employee is entitled to once the working hours per week in the first four weeks after the birth.</p> <p>The employee can take up to 5 weeks of additional birth leave. This is within six months of the child's birth.</p>	<p>Leave the employee can take when their partner has given birth. The employer cannot refuse birth leave.</p>

TYPE OF LEAVE	IMPLICATIONS FOR THE EMPLOYEE
<b>SHORT-TERM CARE LEAVE*</b>	<p><b>Income:</b> The employer continues to pay wages at 70%. If that is less than the minimum wage, the employer pays the minimum wage.</p> <p><b>Holiday accrual:</b> The accrual of holidays continues during short-term care leave.</p>
<b>LONG-TERM CARE LEAVE*</b>	<p><b>Income:</b> The employer does not pay for the hours the employee takes long-term care leave; the hours the employee works in addition to the leave are, of course, paid.</p> <p><b>Holiday accrual:</b> Holiday accrual continues during long-term care leave.</p>
<b>FOSTER CARE AND ADOPTION LEAVE*</b>	<p><b>Income:</b> Benefit amounting to 100% of wages (up to maximum daily wage). Usually, the UWV pays the benefit to the employer so that it can continue to pay wages.</p> <p><b>Holiday accrual:</b> The accrual of holiday days continues during adoption leave.</p>
<b>PARENTAL LEAVE</b>	<p><b>Income:</b> The employer does not pay for the hours the employee takes parental leave; the hours the employee works in addition to the leave are, of course, paid.</p> <p><b>Holiday accrual:</b> During parental leave, no holiday is accrued on the hours of leave. On the hours worked, this is of course the case.</p> <p>From 2 August 2022, the first nine weeks of parental leave will be paid. Parents (employees) receive benefits amounting to 70% of the daily wage (up to 70% of the maximum daily wage) through the UWV. The paid part of parental leave must be taken during the child's first year.</p>

\* For these types of leave, the employer may make different arrangements in an arrangement with the works council or staff association. For example, on withholding holiday hours in excess of statutory requirements.

LEAVE DURATION	DESCRIPTION
<p>Per year: a maximum of twice the number of hours the employee works per week.</p> <p>In agreement with the employer, an employee can take the leave in one go or parts.</p>	<p>Leave for the employee to care for their parent, sick (foster) child or partner. Or for necessary care of second-degree relatives, other household members and people with whom the employee has a social relationship and depend on the employee's help. The employee is the only one who can care for the sick person at that time. The employer can refuse short-term care leave only if doing so would cause severe problems for the company or organisation. Once care leave has started, the employer may not stop it.</p>
<p>Per year: 12 weeks maximum of half the employee's working hours. By arrangement with the employer, the employee can stagger the leave. For example, six weeks of full-time leave. The leave must be taken within 18 weeks.</p>	<p>Leave for an employee to care for a child, partner or parent whose life is seriously endangered for an extended period. Or for necessary care of second-degree relatives, other household members and people with whom the employee has a social relationship and depend on the employee's help. The employer can refuse long-term care leave only if doing so would cause severe problems for the company or organisation. The employer must have good arguments for this. Once the leave has started, the employer may not reverse it.</p>
<p>Six consecutive weeks. Incorporate within 26 weeks: from 4 weeks before actual adoption until 22 weeks afterwards. The employee can take the leave on a staggered basis in consultation with the employer.</p>	<p>Leave for the employee if they adopt a child or take a foster child into their family. If several children are adopted simultaneously, only one leave can be taken. If the child is in the family for more than 16 weeks before being officially adopted, there is no entitlement to adoption leave. The employer cannot refuse adoption leave.</p>
<p>26 times the number of hours the employee works per week. The employee can take parental leave flexibly.</p>	<p>Leave to care for children under eight. Parental leave may be taken once per child; for each child, the employee can take parental leave separately. Employers cannot refuse an employee parental leave unless the leave would cause severe problems for the company. The employer does not disadvantage the employee for taking parental leave. Pre-leave rights are preserved.</p>

## ANNEX XVI

### UNWORKABLE WEATHER SCHEME

#### Article 1

##### **UNWORKABLE WEATHER**

In case of weather conditions under or as a result of which work cannot be performed the employer is obliged to continue paying the employee the salary (according to Article 1 paragraph 8 of the CLA).

#### Article 2

##### **FROST/FREEZING RAIN/SNOW**

The following paragraphs of this article apply:

- for the period from 1 November of any year to 31 March of the following year (hereinafter to be referred to as the winter season); and
- insofar as no work is done due to or as a result of frost/freezing rain/snow.

#### Article 3

##### **FROST/FREEZING RAIN/SNOW**

- a. A frost/freezing rain/snow day is considered a working day in a winter season on which no work is done due to frost/freezing rain/snow and which meets at least one of the following standards:
  - Frost/snow: - the measured temperature has been lower than  $-3^{\circ}$  Celsius between 00:00 and 07:00.
  - Frost/snow: - the measured temperature has been lower than  $-0.5^{\circ}$  Celsius. This only applies to employees working in window cleaning and façade cleaning (working in the positions Window Cleaner 1 to III, Façade Cleaner 1 to III and the cooperating foreman/woman cleaning outside I and II) involving outdoor cleaning work using water.
  - Freezing rain: freezing rain is present according to the measurement of the KNMI weather station in the postcode area in which the work property, where the employee is or would be employed, is located.
- b. To establish a standard under 3a, the measurement of the KNMI weather station in the postcode area in which the work property, where the employee is or would be employed, is located is decisive.
- c. The risk of frost/snow/freezing must be borne by the employer per employee for the first two freezing days in a winter season.
- d. For the frost/freezing rain/snow days in a winter season over the number of 2, the employer - contrary to Section 7:628 of the Dutch Civil Code and paragraph 1 of this article - does not continue to pay wages or salary on frost/freezing rain/snow days, as mentioned under 3a.
- e. For the frost/freezing rain/snow days in a winter season over the number of 2, the employer will apply to the UWV for unemployment benefits according to the statutory provision on behalf of the employee.

## Article 4

**EXCESSIVE RAINFALL/OTHER EXTRAORDINARY NATURAL CONDITIONS**

The following paragraphs of this article apply:

- for the period from 1 January to 31 December (hereinafter referred to as: calendar year); and
- insofar as no work is done due to or as a result of excessive rainfall or other extraordinary natural circumstances.

## Article 5

**EXCESSIVE RAINFALL**

- a. Excessive rainfall is considered a working day in a calendar year on which no work is done due to excessive rainfall that meets the following standard: the measured rainfall is at least 300 minutes between 7am and 7pm.
- b. To establish a standard under 5a, the measurement of the KNMI weather station in the postcode area in which the work property, where the employee is or would be employed, is located is decisive.
- c. The risk of excessive rainfall must be borne by the employer per employee for the first 19 days in a calendar year.
- d. For the days in a calendar year above 19, the employer - contrary to section 7:628 of the Dutch Civil Code and paragraph 1 of this article - does not continue to pay wages or salary on days, as mentioned under 5a.
- e. For the days in a calendar year above the number of 19, the employer will apply to the UWV for unemployment benefits according to the statutory provision on behalf of the employee.

## Article 6

**STORM**

- a. A storm day is considered a working day in a calendar year on which no work is done due to storms and which meets at least 1 of the following standards:
  - KNMI issues a code red warning.
  - KNMI issues a warning for wind force 6 or higher. This only applies to employees working in window cleaning and façade cleaning (working in the positions Window Cleaner 1 to III, Façade Cleaner 1 to III and the cooperating foreman/woman outdoor cleaning maintenance I and II) where there is outdoor work at height that requires the use of climbing equipment.
- b. To establish a standard under 6a, the measurement of the KNMI weather station in the postcode area in which the work property, where the employee is or would be employed, is located is decisive.

- c. The risk of storm must be borne by the employer per employee for the first 2 days in a calendar year.
- d. For the days in a calendar year above 2, the employer - contrary to section 7:628 of the Dutch Civil Code and paragraph 1 of this article - does not continue to pay wages or salary on days, as mentioned under 6a.
- e. For the days in a calendar year above the number of 2, the employer will apply to the UWV for unemployment benefits according to the statutory provision on behalf of the employee.

#### Article 7

##### **GENERAL**

- a. Of each day on which an employee cannot perform work due to a frost/freezing rain/snow day or other extraordinary natural conditions, the employer shall report to the UWV in accordance with the implementation regulations, using the form made available by the UWV for this purpose.
- b. Regarding a day reported to the UWV, an employee may not perform (replacement) work on that day. Moreover, if the notification concerns frost, freezing rain, snowfall or any other extraordinary natural conditions, the employee must be notified by their employer before 10:00 in the morning not to appear at work that day or actually be sent home by the employer.
- c. The employer is obliged to comply with all (implementation) regulations applicable under these regulations. These regulations can be found on the UWV websites. The UWV checks proper compliance. The UWV may impose sanctions upon establishing improper use or abuse.

## **ANNEX XVII**

### **REGULATIONS GOVERNING EARLY RETIREMENT DUE TO HEAVY WORK FOR THE CLEANING AND WINDOW CLEANING INDUSTRY**

These regulations elaborate on the agreements as set out in Article 47a CLA.

#### Article 1

##### **DEFINITIONS**

These regulations are deemed to include the definitions described in article 1 of the Collective Labour Agreement in the Cleaning and Window Cleaning Industry 2021 (hereinafter: CLA). Furthermore, in addition to those definitions, the following definitions apply:

1. State pension age: the retirement age as referred to in Article 7a(1) of the General Old Age Pensions Act.
2. Employee: the employee as referred to in Article 1(3) of the CLA, covered by Part A, B or D of the CLA.
3. Employer: the employer as defined in Article 1(2) of the CLA.
4. Beneficiary: a person entitled to benefits under these Regulations for heavy work.
5. Withdrawal date: the day on which the employment contract between the employee and his employer is terminated in whole or in part at the employee's request.
6. Implementing organisation: the Council for Labour Relations in the Cleaning and Window Cleaning Industry.
7. Employed: employed means that the employee is entitled to wages.

#### Article 2

##### **ENTITLEMENT TO BENEFITS UPON FULL RETIREMENT**

Employees entitled to a benefit, under the conditions as elaborated in these regulations, are those who have completely retired and who:

- a. In the period 1 January 2022 to 31 December 2025 at the time of retirement, has reached an age no more than 2 years before the state pension age
- b. Were employees immediately prior to the retirement date
- c. In the period of 10 years immediately prior to the retirement date had been continuously employed as an employee (according to article 1 paragraph 3 CLA) with one or more employers in the cleaning industry. Periods of up to 6 months not working or working elsewhere count as time worked

From 1 January 2022 to 30 June 2022. In the periods September, October and November 2021 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

From 1 July 2022 to 31 December 2022. In the periods March, April and May 2022 (when the salary is paid every 4 weeks; pay periods 3, 4 and 5), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

From 1 January 2023 to 30 June 2023. In the periods September, October and November 2022 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

From 1 July 2023 to 31 December 2023. In the periods March, April and May 2023 (when the salary is paid every 4 weeks; pay periods 3, 4 and 5), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

From 1 January 2024 to 30 June 2024. In the periods September, October and November 2023 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

From 1 July 2024 to 31 December 2024. In the periods March, April and May 2024 (when the salary is paid every 4 weeks; pay periods 3, 4 and 5), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

From 1 January 2025 to 30 June 2025. In the periods September, October and November 2024 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

From 1 July 2025 to 31 December 2025. In the periods March, April and May 2025 (when the salary is paid every 4 weeks. pay periods 3, 4 and 5), had an employment contract of at least 20 hours per week and/or was working an average of 20 or more hours per week for one or more employers in the cleaning industry

Article 3

**ENTITLEMENT TO BENEFITS ON PARTIAL RETIREMENT**

Employees entitled to a benefit, under the conditions as elaborated in these regulations, are those who have partially retired and who:

- a. In the period 1 January 2022 to 31 December 2025 at the time of retirement, has reached an age no more than 2 years before the state pension age
- b. Were employees immediately prior to the retirement date and continue to work at least 19 hours a week for one or more employers after retirement
- c. During the 20-year period immediately preceding the retirement date, had been continuously employed as an employee with one or more employers. Periods of up to 6 months not working or working elsewhere count as time worked
- d. From 1 January 2022 to 30 June 2022. In the periods September, October and November 2021 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

From 1 July 2022 to 31 December 2022. In the periods March, April and May 2022 (when the salary is paid every 4 weeks; pay periods 3, 4 and 5), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

From 1 January 2023 to 30 June 2023. In the periods September, October and November 2022 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

From 1 July 2023 to 31 December 2023. In the periods March, April and May 2023 (when the salary is paid every 4 weeks; pay periods 3, 4 and 5), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

From 1 January 2024 to 30 June 2024. In the periods September, October and November 2023 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

From 1 July 2024 to 31 December 2024. In the periods March, April and May 2024 (when the salary is paid every 4 weeks; pay periods 3, 4 and 5), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

From 1 January 2025 to 30 June 2025. In the periods September, October and November 2024 (when the salary is paid every 4 weeks; pay periods 9, 10 and 11), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

From 1 July 2025 to 31 December 2025. In the periods March, April and May 2025 (when the salary is paid every 4 weeks; pay periods 3, 4 and 5), had an employment contract of at least 32 hours per week and/or was working an average of 32 or more hours per week for one or more employers in the cleaning industry

- e. Have discussed partial retirement with the employer(s) with which they wish to partially retire. The employer shall grant the employee's request to partially retire unless compelling business or service interests oppose it.

#### Article 4

#### **NO ENTITLEMENT TO BENEFITS**

There is no entitlement to benefits under Article 2 or 3 of these regulations if the employee:

- a. is entitled to IVA (fully disabled persons income scheme) benefit, unemployment benefit or sickness benefit
- b. have retired and stopped working and then returned to work.

**DURATION, AMOUNT AND PAYMENT OF BENEFIT**

1. A monthly benefit within the meaning of this scheme shall be granted to the benefit recipient with effect from the retirement date. The benefit is granted for a maximum of 24 months.
2. From 1 January 2022 to 30 June 2022. The maximum gross monthly benefit is €1,874. This applies to benefit recipients who were working an average of 38 hours a week (or more) under a contract of employment during the periods September, October and November 2021 (when salary is paid every 4 weeks; pay periods 9, 10 and 11) and who stop working completely. Beneficiaries who were in part-time employment during these periods or who partially stop working in line with Article 3, are entitled to benefits at the rate of 38 hours per week.

From 1 July 2022 to 31 December 2022. The maximum gross monthly benefit is €1,874. This applies to benefit recipients who were working an average of 38 hours a week (or more) under a contract of employment during the periods March, April and May 2022 (when salary is paid every 4 weeks; pay periods 3, 4 and 5) and who stop working completely. Beneficiaries who were in part-time employment during these periods, or who partially stop working in line with Article 3, are entitled to benefits at the rate of 38 hours per week.

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From 1 July 2025 to 31 December 2025. The maximum gross monthly benefit is €1,874. This applies to benefit recipients who were working an average of 38 hours a week (or more) under a contract of employment during the periods March, April and May 2025 (when salary is paid every 4 weeks; pay periods 3, 4 and 5) and who stop working completely. Beneficiaries who were in part-time employment during these periods, or who partially stop working in line with Article 3, are entitled to benefits at the rate of 38 hours per week.

3. The benefit is paid monthly by the implementing organisation to the beneficiary, minus the statutory deductions. The benefit recipient receives an annual breakdown of the benefit paid.
4. The benefit is indexed annually on 1 January in line with the increase in the RVU threshold exemption (Section 32 ba (7) and (8), Wage Tax Act). No pension is accrued over the benefit.
5. A benefit recipient who was partially incapacitated for work prior to the retirement date is entitled to a benefit in proportion to the hours worked in the pay periods referred to in Articles 2 and 3.
6. Once the implementing organisation has determined the benefit, the beneficiary cannot request that the benefit be changed or stopped for reasons other than those described in Article 6.

Article 6

**END OF RIGHT TO BENEFITS**

1. Entitlement to benefits under this scheme ends:
  - a. with effect from the day the beneficiary reaches the state pension age applicable to them
  - b. in case of death: with effect from two calendar months after the month in which the employee died.
  
2. The right to benefits ends before the date referred to in the first paragraph if the beneficiary:
  - a. resumes employment with effect from the first day of employment in that job
  - b. structurally returns to work all or part of the hours for which he stopped and receives benefits
  - c. establishes as an entrepreneur with effect from the date of establishment
  - d. the RAS informs the employer(s) concerned if the situations indicated under a to c occur.

Article 7

**APPLICATION FOR BENEFIT AND PROVISION OF INFORMATION**

1. The employee can submit the application 6 months before the calendar year in which the scheme can be used for the first time. The application should be submitted at least one month before the retirement date.
2. Employees wishing to qualify for the benefit must submit all information requested at the time of application.
3. The application is submitted to the implementing organisation using the appropriate application form, which shall be fully and truthfully completed and signed, enclosing the requested supporting documents.
4. Also, employees wishing to qualify for the benefit must provide any information known to them to be relevant in determining their entitlement to the benefit.
5. Employees wishing to qualify for the benefit agree when applying to the rights and obligations applicable to them under these regulations.
6. To qualify for benefits, employees must submit a statement showing that the employment contract was terminated in whole or in part and on what date. Employees use the form "Employer and employee declaration on end of employment in connection with participation in the scheme - early retirement due to heavy work cleaning and window cleaning industry" for this purpose. This form should be signed by the employer and employee and is available at [www.ras.nl](http://www.ras.nl).

7. A decision on the application will be made within four weeks of receipt and sent in writing to the employee wishing to qualify for the benefit. If it is not possible to make a decision within four weeks due to certain circumstances, the employee wishing to qualify for the benefit will be informed in writing, including the reason for the delay and the period within which the decision will be made.
8. During the term of the benefit, the person entitled to benefits is obliged to provide, either of their own volition or at the request of and in the manner prescribed by the Implementing Organisation, all information to the that should reasonably be clear to them that affects the continued entitlement, amount and duration of the benefit.

#### Article 8

##### **REVOCATION AND AMENDMENT OF A BENEFIT DECISION**

1. If the person entitled to benefits does not, does not in good time or does not correctly provide the information requested or voluntarily required under these regulations, a decision on a future benefit may be negative or a benefit already in progress may be withdrawn, and the person concerned may also be excluded from any future benefit by the implementing organisation. The beneficiary shall be deemed not to have provided the information referred to in this paragraph or not to have provided it on time if the Implementing Organisation has not received the information within two months of the first call to do so or after the fact to be reported of the employee's own accord is known to the Beneficiary.
2. The implementing organisation shall be entitled to recover from the beneficiary any loss incurred by the implementing organisation as a result of information not provided, not provided on time or not provided correctly, or otherwise not complying with the conditions set out in these regulations, whether or not consisting of overpayment of benefits, social security contributions and interest. The implementing organisation reserves the right to seek redress by reducing the current benefit.
3. In cases of fraud, forgery or any other offence mentioned in the Penal Code, the implementing organisation may report the matter to the authorities. This is without prejudice to the possibility of recovering any damages, whether in the form of undue payments or otherwise, from the person concerned in civil proceedings or otherwise.
4. The previous paragraphs do not apply if the person entitled to benefits cannot reasonably be held accountable for behaviour as referred to there, which excludes relying on being unaware of the contents of these regulations.

5. The implementing organisation will send the person entitled to benefits a written and reasoned decision of the fact that a penalty as referred to in this article is imposed on the person entitled to benefits, which will in all cases state why this penalty is being imposed and the amount and duration of the penalty.

#### Article 9

#### **RECOVERY OF BENEFIT UNDULY PAID**

1. If all or part of the benefit has been paid unduly, that benefit or that part of the benefit may be recovered by the implementing organisation from the person to whom it was unduly paid. No recovery will take place after the expiry of five years from the date the implementing organisation found that the benefit had been unduly paid. The administrative organisation shall notify the person concerned in writing without delay of the finding that undue payment has been made.
2. If it is found that a benefit has been unduly paid, the implementing organisation shall send the person who received the benefit a decision, stating the reasons why that person has been unduly paid, as well as the date by which he should have repaid the unduly paid amount. The deadline is two weeks.
3. The recovery will be offset against the outstanding benefit to the extent possible. The administrative organisation shall inform the person to whom undue payment has been made in writing in the decision referred to in paragraph 2.
4. If the person to whom undue payment has been made cannot repay the outstanding amount at once, that person can request a payment arrangement. That person shall submit this request to the implementing organisation within two weeks of the date of the decision referred to in paragraph 2. The person to whom undue payment has been made shall give the implementing organisation full access to their financial situation and provide the implementing organisation with all information that affects the assessment of the request. The implementing organisation will then assess whether a payment arrangement can be agreed upon. The implementing organisation takes into account the protected earnings level.
5. When a payment arrangement has been agreed upon, the implementing organisation will notify the person to whom undue payments have been made in writing of the amount of the periodic repayment and the time by which the implementing organisation should receive the periodic payments.

6. If the implementing organisation does not comply with a request for a payment arrangement, the implementing organisation will notify the person to whom undue payments have been made in writing. The person unduly paid will then be requested to repay the unduly paid benefit within two weeks from the date of the written notification to the implementing organisation.
7. The net overpayment will be recovered if the recovery is for the current calendar year. If recovery takes place after the end of the calendar year in which the benefit was unduly paid, the implementing organisation will recover the gross amount overpaid.
8. If the person to whom undue payment has been made does not fulfil the obligation to repay in due time or - in the case of a payment schedule - does not pay their periodic payment in due time, the implementing organisation will send the person to whom undue payment has been made a reminder once, stating that the implementing organisation must receive the payment within 14 days of the date of the reminder. If the person to whom undue payment has been made fails to pay within that period or misses a periodic payment a second time, the entire claim will be immediately due and payable in full and will be referred to a debt collection agency without further notice. The extrajudicial collection costs, in accordance with the maximum compensation allowed by law as laid down in the Extrajudicial Collection Costs (Fees) Decree or any regulations that shall apply instead of this Decree, shall be borne by the person to whom undue payment was made.
9. If urgent reasons are present, the implementing organisation may waive recovery in whole or in part.

#### Article 10

##### **REQUIREMENTS**

1. The board of the RAS is authorised to adopt further regulations necessary for the responsible implementation of these regulations.
2. The RAS board has set a maximum budget to fund the benefits of this scheme. The date of receipt of the application form (available at [www.ras.nl](http://www.ras.nl)) at the implementing organisation takes precedence in determining the order. If this maximum is reached, no new applications for benefits will be considered. The RAS board will communicate this to the industry promptly.

Article 11

**HARDSHIP CLAUSE**

If the provisions of these regulations lead to unforeseen or unintended consequences in individual cases or categories of cases, the RAS board may take a different decision in keeping with the intentions of these regulations.

Article 12

**INTERNAL APPEAL**

1. A person entitled to benefits who does not agree with a decision affecting them may, within three weeks of the decision, apply in writing to the RAS Board to request a review of a decision under these regulations.
2. Under these regulations, the person entitled to benefits will be notified in writing of the decision of the RAS board.
3. A notification referred to in paragraph 2 shall be reasoned and dated.

## CNV SCHOONMAAK

[www.cnvvakmensen.nl/diensten/schoonmaak/cao-schoonmaak-en-glazenwassersbedrijf/](http://www.cnvvakmensen.nl/diensten/schoonmaak/cao-schoonmaak-en-glazenwassersbedrijf/)

of bel naar CNV Info: 030-7511007.

 **Schoonmaak**  
is onderdeel van CNV vakmensen

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## FNV

[www.fnv.nl/schoonmaak](http://www.fnv.nl/schoonmaak)  
[www.facebook.com/fnvschoongenoe](https://www.facebook.com/fnvschoongenoe)

 **Schoonmaak**

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[www.schoonmakendnederland.nl](http://www.schoonmakendnederland.nl)

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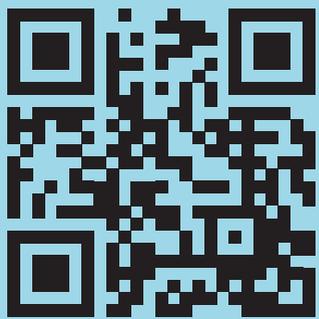
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