

**Collective Labour Agreement**  
**for the**  
**Technical Wholesale Trade**

**1 January 2008**

**through**

**31 March 2010**

**COLLECTIVE LABOUR AGREEMENT (CAO)  
FOR THE TECHNICAL WHOLESALE TRADE  
1 January 2008 through 31 March 2010**

**TABLE OF CONTENTS**

CAO PARTIES

Chapter I - Conditions of employment

PART 1 - Definitions

Article 1	Wholesale trade
2	In steel
3	In (non-ferrous) metals
4	In metalware
5	In sanitary articles
6	In electrical and electronic articles
7	In domestic articles
8	Excluded enterprises and sectors
9	Employer
10	Employee
11	Employment
12	Temporary workers
13	The trade unions
14	Income, annual income, wages and Social Insurance gross wages

PART 2 - Individual contract of employment and term of employment

Article 15	Contents of individual contract of employment
16	Start of employment
17	Contract of employment for a definite period
18	End of the employment
19	Stand-by and on-call workers
20	Part-time work
21	Temporary workers
22	Expense allowances
23	Sales representatives
24	Managing director under the articles

PART 2 – Job groups

Article 25	General remarks
26	Job groups

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

**PART 4 - Salary and remuneration**

Article 27	Minimum salary level
28	CAO salary scales
29	Continuation of higher salaries
30	Calculation of the hourly salary
31	Salary payment
32	Salary adjustment
33	Remuneration systems

**PART 5 - Schemes concerning working time, working hours and bonuses**

Article 34	Working time
35	Working hours and bonuses
36	CAO Scheme A
37	CAO Scheme B
38	CAO Scheme C
39	CAO Scheme D (Shift System)
40	Overtime work
41	Work on Sundays
42	Work on public holidays

**PART 6 - Leave, absenteeism and holidays**

Article 43	Pregnancy and parental leave
44	Special leave
45	Absence for attending meetings and training courses
46	Holiday
47	Holiday allowance

**PART 7 - Disability**

Article 48	Report to employer
49	Benefit in the event of disability
50	No entitlement to benefit in the event of disability
51	Compulsory offer of supplementary WAO insurance

**PART 8 - Voluntary Early Retirement, Course-of-life Saving Scheme and Benefit in the Event of Death**

Article 52	Voluntary Early Retirement
53	Course-of-life saving scheme
54	Benefit in the event of death

**PART 9 – Other provisions**

Article 55	Permanent Committee
56	Settlement of disputes

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

- 57 Deviation from CAO provisions
- 58 CAO à la Carte
- 59 Duration of the CAO
- 60 Final provision

**Chapter II - General provisions**

- Article 61 General obligations
- 62 Observance of the CAO
- 63 Working conditions
- 64 Age-conscious personnel policy
- 65 Social policy
- 66 Recruitment policy
- 67 Job opportunities and structural change
- 68 Labour market

**Chapter III - TRADE UNION WORK AND FACILITIES**

- Article 69 Trade union work in the enterprise
- 70 Trade union facilities
- 71 Union levy
- 72 Projects abroad

**Chapter IV - Recommendations of CAO parties**

- A A – Scheme for Profit Sharing, Company Savings Schemes and Course-of-life Saving Scheme
- B Pension plan
- C Environment
- D Working from home

**Chapter V – Agreements between the CAO parties**

- A Agreements on working hours
- B Readability of the CAO
- C Working conditions
- D Labour Market and Employability
- E Sectoral pension fund

**Annexes**

- 1. Salary scales
- 2. Rules for the Permanent Committee
- 3. Relevant statutory provisions
- 4. Framework Regulations on Course-of-life Saving Scheme and Working from

**Home**

- 5. Useful addresses
- 6. CAO parties

**List of abbreviations and concepts**

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**  
Subject index

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

CAO parties,

Werkgevers Technische Groothandel [Employers in the Technical Wholesale Trade],  
based in The Hague

on the one hand,

and

FNV Bondgenoten [Dutch Trade Union Federation],  
based in Hoofddorp,

CNV Dienstenbond [CNV Services Federation],  
based in Hoofddorp,

De Unie, trade union for industry and services,  
based in Culemborg,

on the other hand,

have concluded the following collective labour agreement for the period from 1 January 2008  
through 31 March 2010.

## CHAPTER I

### CONDITIONS OF EMPLOYMENT

#### PART 1

##### Definitions

###### Article 1 – Wholesale trade

Business operations in which the company purchases goods at its own expense and risk, stores them according to its needs and sells them to professional users and/or consumers or processors or wholesalers or retailers. These goods may be sold in the same condition or after the processing, treatment or packaging customary in the wholesale trade.

###### Article 2 – In steel

- The wholesale trade in products made of steel regardless of the process and the alloy concerned, whether treated or untreated, such as bars, sections, strips, plates and sheets, whether profiled or not, strip steel, wire, moulds, tubes, pipes, accessories and fittings for tubes and pipes, and all other semi-finished products made of steel, with the exception of the wholesale trade in scrap.
- The wholesale trade in central heating installation materials, such as boilers, radiators and fittings including products and components for air conditioning.

###### Article 3 – In (non-ferrous) metals

The wholesale trade in (non-ferrous) ingots and semi-finished products made from them, with the exception of old (non-ferrous) ingots or scrap.

###### Article 4 – In metalwork

- The wholesale trade in large iron (those articles which are used in and are part of metal and steel structures, also if they are made of other materials than steel). Metal or steel structures shall be understood to be any construction of metal parts by means of prefabricated auxiliary attachments such as fittings.
- Tools made of steel, (non-ferrous) metals, wood, rubber and synthetics in any finish and design, as well as machines and accessories for maintenance workshops and/or garages; with the exception of fixed production (tooling) machines and production equipment applied in industries.
- Agricultural and horticultural articles (those articles, tools and accessories that are used in agriculture and horticulture and in ornamental gardens and are made of steel, of wood, (non-ferrous) metals, synthetics, in any finish and design, with the exception of traction and cultivation machines and installations used in the professional agricultural and horticultural sectors).
- Building articles (those articles that are used for the finishing of buildings and ships and are made of steel, wood, (non-ferrous) metals or synthetics, in any finish and design).
- Wire and wire material such as wire mesh and the like.
- Small ironmongery (those articles that are made of steel, wood, (non-ferrous) metals and synthetics that are used in the manufacture of structures or are part of them).

#### **Article 5 – In sanitary articles**

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

#### **Article 6 – In electrical and electronic articles**

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

#### **Article 7 – In domestic articles**

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

#### **Article 8 – Excluded enterprises and sectors**

1. Employers who have run an enterprise in the sense of this CAO (collective labour agreement) for less than three years, with the exception of those enterprises that are not to be regarded as starting enterprises, may submit a reasoned request for dispensation from parts of this CAO to the Permanent Committee as referred to in article 55. The dispensation shall last for a maximum of three years after the enterprise is started.
2. This CAO shall not apply to employers and employees who according to the nature of the activities performed in the relevant enterprise fall within (the definition of the scope of) the collective labour agreement for:
  - the metalworking industry;
  - the technical installation industry;
  - the gold and silver industry;
  - the metal and electrical industries;
  - senior staff in the metal and electrical industries;
  - the building industry;
  - the operative, technical and administrative workers in the building industry.

### **Article 9 - Employer**

1. The enterprise carried on by a natural person or legal person that spends more than 50% of the hours worked on the wholesale trade in steel, (non-ferrous) metals, metalware, sanitary articles, electrical articles and/or domestic articles.
2. The legal person which as a holding company with one or more natural or legal persons as referred to in paragraph 1, hereinafter called the operating companies, is part of an economic and/or organizational unit in which the operating companies do not employ employees but all the employees are employed by the holding company and these employees actually work for the benefit of the above-mentioned operating companies for more than 50% of the hours worked.

### **Article 10 - Employee**

1. Any person who is in the employment of an employer.
2. A distinction is made between:
  - a. the employee who is classed in one of the job groups mentioned in article 26 on the basis of his or her job;
  - b. every person who works as a sales representative in the permanent employment of an employer;
  - c. the employee who does not fall under (a) or (b).

### **Article 11 - Term of employment**

1. The contract of employment for an indefinite period.
2. The contract of employment for a definite period.

### **Article 12 - Temporary workers**

Persons made available to the employer as workers, in exchange for payment, to perform work that is customary in his or her enterprise, where the natural or legal persons who make these persons available do so on a commercial basis.

### **Article 13 - The trade unions**

The contracting employee organizations engaged in the conclusion of this collective labour agreement.

### **Article 14 – Income, annual income and wages**

1. Income shall be understood to be the fixed gross monthly salary agreed between employer and employee based on the contract of employment.
2. Income for sales representatives shall be understood to be the fixed gross monthly salary, supplemented by possible commission.
3. Annual income shall be understood to be the income referred to in paragraph 1 or paragraph 2, converted to an annual amount, supplemented by the holiday allowance, the diploma bonus, the bonus for regularly recurring overtime work, the shift bonus, other fixed supplements, performance-related pay and the fixed bonus.
4. Wages in the sense of article 47 (1) of the CAO shall be understood to be the monetary income arising from the employment, with the exception of earnings from overtime work, holiday allowance, profit distributions, payments on special occasions, payments in pursuance of claims to receive one or more payments in the course of time or subject to a condition, allowances in so far as they may be considered intended to defray necessary expenses that the employee must incur in connection with his or her employment, special allowances for

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

breadwinners and heads of families, distributions in pursuance of a premium savings scheme as referred to in section 31(a)(1) of the Act on Wage Tax 1964 or an end-of-year bonus.

**PART 2**

**Individual contract of employment and term of employment**

**Article 15 - Contents of individual contract of employment**

The employer and employee shall enter into a written contract of employment in which provisions concerning the nature of the employment shall be laid down.

**Article 16 - Start of employment (see annex 3 CAO)**

1. When commencing his or her duties every employee shall at any rate be informed of the following in writing by the employer:
  - a. the date of engagement;
  - b. the job to which the employee is appointed;
  - c. if applicable the job group in which the employee has been classed;
  - d. the working time agreed and the working hours and bonus scheme applicable to the employee;
  - e. the salary that has been granted to the employee on the basis of age and the increments scale that corresponds to the group in which he or she has been classed or the salary that has been laid down in the individual contract of employment;
  - f. the rights to early retirement and/or early pension applicable or not applicable to the employee.
2. Unless explicitly provided otherwise in the letter of appointment, the appointment shall be for an indefinite period.
3. The employer and employee may agree on a trial period. Section 7:652 of the Civil Code shall then apply (see annex 3 of the CAO).

**Article 17 - Contract of employment for a definite period (see annex 3 of the CAO)**

With regard to a contract of employment for a definite period, the CAO follows the provisions in Section 7:668a of the Civil Code. Section 7:668a of the Civil Code has been included in the CAO as annex 3.

**Article 18 - End of the employment (see annex 3 of the CAO)**

1. For the period of notice to be observed, the CAO follows the provisions on the subject in section 7:672 of the Civil Code. Section 7:672 of the Civil Code has been included in the CAO as annex 3.
2. The contract of employment shall end automatically when the age of 65 is reached.

**Article 19 - Stand-by and on-call workers**

1. In the event of appointment of an employee on an on-call basis the employer must offer work for at least 16 hours a month.
2. If following a call by the employer the employee is prevented from coming in to work, no salary shall be payable for the hours of work offered on that occasion.
3. If no call is made during a calendar month or if work has been done for less than 16 hours per calendar month, the employer shall owe the on-call worker at least 16 hours' salary.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

**Article 20 - Part-time work**

1. In order to increase labour participation the endeavour shall be to increase the number of employees in the enterprise who are part-timers. Part-time work occurs where the contract of employment stipulates a working time amounting to less than the normal weekly working time. The endeavour is to enter into a contract of employment for at least eight hours a week but at any rate a minimum of 28 hours a month.
2. Requests for part-time work shall be approached favourably and honoured whenever possible. No jobs shall be excluded from part-time work beforehand. In the case of vacancies or new jobs, a systematic assessment shall be made of whether they can be filled by part-timers. In principle the introduction of part-time working may not as such lead to a reduction in staffing.
3. There shall be equal treatment between part-timers and full-timers. The provisions concerning allocation of overtime pay shall only apply to employees with a part-time engagement in so far as overtime work is done outside the normal working time applicable to the company. If during normal daily working time a part-timer works longer than the agreed working time, the hourly salary must be raised by the other fixed income elements, such as holiday allowance and the build-up of holiday rights.
4. In principle an employee's request to adjust his or her working time shall be honoured, unless this cannot be required of the employer due to company interests. As a rule the decision shall be made within one month. If employees with a contract of employment for less than the normal working time regularly exceed the working time applicable to them, the contract of employment may be adjusted by mutual agreement. If desired and with the approval of their employer, employees with part-time agreements may be given priority in the event of vacancies in order to increase their working hours.
5. Part-time work shall not be understood to mean work done by stand-by and on-call workers.

**Article 21 - Temporary workers**

1. The employer shall communicate the engagement of temporary workers to the works council and when doing so shall inform the council about the number of temporary workers engaged, the ratio of this number to the number of employees in permanent employment, the nature of the work done by them and its duration and the total costs that are involved in the engagement of the temporary workers.

2. Temporary workers shall be paid in accordance with the job group in which they should be classed according to the work to be done by them, but at a salary corresponding to 0 job years and, in the case of adolescents, at the youth salary in the applicable job group.
3. The bonuses mentioned in article 40 shall also apply to temporary workers.
4. The hiring employer must ascertain that the original employer of the temporary worker applies the provisions in paragraph 2 and 3 to the temporary workers hired.

**Article 22 - Expense allowances**

The employer shall compensate the employee for all expenses that the employee has actually incurred because of the job.

**Article 23 - Sales representatives**

1. In practice, the category of sales representative can encompass a variety of job names. The fundamental requirement is that the substance of the jobs having these names can be described as follows:
  - a. the employee is employed by the employer, his or her main activity being acting as an intermediary in the conclusion of sales and trade agreements;
  - b. in doing so the employee has his or her own independent commercial responsibility and a large measure of freedom to act;
  - c. the employee acts as a representative, partly on the basis of his or her knowledge of a wide range of products;
  - d. the job of the employee is largely travel-based.
2. An employee who is employed as a sales representative shall, from the first year of his or her employment, receive each month, calculated over a year, an average wage plus possible commission amounting to at least the wage specified in CAO scale V (see CAO annex 1) with zero increments. For each year of employment this wage will rise by at least one increment per year, to reach a minimum of seven increments in scale V after seven years of employment.
3. The employer is obliged to take out accident insurance for the vehicle that is made available to the sales representative for the performance of his or her job.
4. Article 26 (Job groups) and Part 5 (Schemes concerning working time, working hours and bonuses) of this CAO shall not apply to the sales representative.

**Article 24 - Managing director under the articles**

This CAO shall not apply to the managing director of the enterprise under the articles.

## **PART 3**

### **Job groups**

#### **Article 25 – General remarks**

1. The classification of employees into job groups should be based in the first place on the general description given for each group in the heading.
2. The list of tasks that is given in each of the groups under the general description is only intended to provide some examples. This list is only indicative, not binding, and no rights can be derived from it. The description of the tasks is decisive for the classification. The final classification shall be made by the employer after consultation with the employee.
3. If the job group is altered, the employee shall be informed in writing.

#### **Article 26 – Job groups**

##### JOB GROUP 0:

Employees with no or hardly any education and/or work experience, who can start working after a brief instruction, in view of the simplicity of the job. No training period is needed. The maximum time spent in job group 0 is 18 months.

Examples of job names:

- Canteen dishwasher
- Warehouse sweeper.

##### JOB GROUP I:

Employees who do jobs in which the emphasis is on the performance of simple, repetitive tasks of a similar nature without any specific knowledge and/or experience being required.

Examples of job names and tasks:

- Administrative assistant: general assistance activities, simple data input, simple filing work and the like
- Goods reception/warehouse assistant: assisting with the packing, loading and unloading of goods.
- Cleaner.
- Mail-room assistant.

##### JOB GROUP II:

Employees who do jobs in which the emphasis is on the performance of simple repetitive tasks of a similar nature, for which some knowledge and/or experience is required.

Examples of job names and tasks:

- Administrative assistant: coding and registering data in administrative systems, checking documents, making standard confirmations etc.
- Warehouse assistant: unpacking and checking goods, sorting, repacking and storing goods.
- Receptionist: operating the switchboard and receiving visitors.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

- Technical assistant: performing simple maintenance and small repairs; cutting/sawing iron and steel using simple equipment.
- Domestic service assistant.

**JOB GROUP III:**

Employees who do jobs in which tasks are performed for which a certain degree of professional knowledge and/or wider experience, as well as a certain degree of independence, are required.

Examples of job names and tasks:

- Bookkeeping assistant/financial administrative assistant: processing of financial administrative data (invoices), keeping the debtors and creditors accounts, keeping the databases up to date.
- Sales assistant: processing commercial data (purchase and sales orders), keeping the databases up to date, handling the correspondence related to the activities.
- Warehouse assistant: receiving, storing and collecting goods, operating a fork-lift truck.
- Driver/delivery person: transporting and delivering small parcels of goods in a delivery van or small truck.
- Secretarial office assistant: secretarial support, correspondence, diary management etc.
- Technical assistant: performing maintenance and assembly work on machines; cutting/sawing iron and steel using complicated/simple equipment.

**JOB GROUP IV:**

Employees who do jobs in which tasks are performed for which, in addition to a certain degree of professional knowledge and/or experience (compared with group III), further supplementary requirements also have to be met with regard to independence or responsibility.

Examples of job names and tasks:

- Administrative assistant/financial administrative assistant: keeping sub-records, stock records, keeping general records, sales data, data processing, producing overviews etc.
- Purchasing assistant: assisting in contacts with suppliers, inviting/checking offers, calling orders, monitoring terms of delivery and the like.
- Sales assistant (by telephone): advising and informing clients, selling standard products.
- Desk/showroom clerk: co-managing the showroom, advising and informing clients, selling standard products.
- Assistant warehouse manager/stock control assistant/warehouse desk clerk: giving instructions and participating in the receipt, storage and collection of goods; administrative stock-keeping, handling (takeaway) desk customers.
- Driver: driving a large truck or articulated lorry.
- Secretary: secretarial support, correspondence in foreign languages, keeping minutes and the like.
- Machine operator: performing bench work tasks.
- System operator: managing simple means of automation and peripheral equipment.

**JOB GROUP V:**

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

Employees who do jobs in which tasks are performed which include all the activities to be performed within a discipline, so that both comprehensive professional knowledge and long practical experience are required.

Examples of job names and tasks:

- Bookkeeper/accountant: managing (moderately large) administrations, balance sheets and the like; if necessary giving instructions to one or more employees.
- Commercial assistant (salesperson) on the office staff: internal support for the sales process, acquisition and selling by telephone, handling the related order processing and customer service.
- Buyer: handling the preparation, execution and administration of the purchase of simple products/product groups.
- Warehouse manager: determining and supervising work procedures, warehouse layouts and routing, general warehouse management with some assistants.
- Service engineer: handling the installation, maintenance and repair of products delivered to customers.
- Planner: drawing up the plans and supervising the quality and progress of the orders to be carried out.
- System operator: management, maintenance and adjustment of standard information systems.

**JOB GROUP VI:**

Employees who do jobs in which tasks are performed that comprise the independent performance of all the activities within a discipline, in which connection not only quality and cost consciousness, but also comprehensive professional knowledge and long-term experience, are required.

Examples of job names and tasks:

- Chief accountant/Chief bookkeeper: the operational management and supervision of several administrations including the analysis of the figures and the preparatory drafting of budgets and reports.
- Warehouse and forwarding manager: the general management of a larger number of employees (>10), including the responsibility for costs and the transport and forwarding of commercial products including the relevant administration.
- Chief buyer: developing a product range and negotiating with the relevant suppliers about terms and conditions; performing market research and reporting on it; purchasing special items.
- Senior salesman on the office staff: guiding and supervising the sales process, including the relevant administration, and supporting and arranging all the activities aimed at the sale of a wide and/or complex product range.

**PART 4**  
**Salary and remuneration**

**Article 27 - Minimum salary level**

Based on his or her job group, age and years of experience, the employee shall earn at least the corresponding salary of the CAO salary scale as mentioned in article 28 and annex 1 of this CAO.

**Article 28 - CAO salary scales (see annex 1 of the CAO)**

1. The CAO salary scales are set out in annex 1 of the CAO.
2.
  - a. The salary of an employee aged 23 or less shall be determined once a year at the end of the period of payment in which he/she has his/her birthday and this according to the age of the relevant employee at the end of that period of payment. The payment of the salary determined in the preceding paragraph must be made with effect from the period of payment referred to in that paragraph.
  - b. The salary of an employee aged over 23 shall be determined once a year on 1 April, according to the number of whole years that the employee has been classed in his or her job group since reaching the age of 23, until the maximum number of increments in the relevant group has been reached.
  - c. In deviation from the provisions under (b) of this paragraph, the employee who has reached the age of 23 in the period from 1 April through 30 September of any year shall be given the first increment on the first 1 April and will always be given the following increment on the next 1 April.
  - d. The determination of the salary as stipulated in paragraph 2(a), (b) and (c) shall also apply to an employee in part-time employment, on the understanding that the salary shall be set so much lower as the pro rata relationship between the weekly working time of the part-time employee and the weekly working time of the full-time employee.
  - e. Temporary workers shall be paid in accordance with the job group in which they should be classed according to the work to be done by them, but at a salary corresponding to 0 job years and, in the case of adolescents, at the youth salary in the applicable job group.
3.
  - a. If a new employee aged over 23 has obtained experience elsewhere that will be useful in his or her job, he or she may be granted increments when entering employment in accordance with that experience.
  - b. An employee aged over 23 and engaged in the period between 1 April through 30 September of any year shall receive the first increment on the first 1 April and shall always receive the following increment on the next 1 April.

4. On an individual basis the employer may grant an employee extra increments in cases of:
  - a. exceptional performance by the employee;
  - b. an increase in the employee's usability within the enterprise as a result of training and education;
  - c. a certain duration of employment.
5. This article shall not apply to an employee who has not been classed in one of the job groups of article 26 based on his or her job or who works as a sales representative in the employer's permanent employment.

#### **Article 29 - Continuation of higher salaries**

Any salaries legally in force at the time of implementation of this CAO that deviate from the provisions of this CAO in a sense favourable to the employee shall be continued.

#### **Article 30 - Calculation of the hourly salary**

The hourly salary shall be calculated by dividing the weekly salary as calculated for the relevant employee by 38 and the determined monthly salary by 164.67. When utilising the course-of-life saving scheme, the value specified in Article 53(2) shall apply.

#### **Article 31 - Salary payment**

1. Salary shall be paid, depending on the period of time for which it has been determined, every week, every four weeks or every month, in cash or by bank or giro transfer.
2. With every payment the employee must always be supplied with a written specification on which the following information is stated:
  - a. the employee's name;
  - b. the period to which the payment relates;
  - c. the gross salary amount, specified according to fixed amounts, (diploma) bonuses, overtime pay and other remuneration;
  - d. wage tax;
  - e. other deductions;
  - f. method of payment.

#### **Article 32 - Salary adjustment**

1. - As of 1 April 2008, the salary scales and the salaries actually paid shall be raised by 3.25%.  
- As of 1 January 2009, the salary scales and the salaries actually paid shall be raised by 3%.
2. The following non-recurring payments shall be made:
  - in the month of December 2008 a non-recurring payment of 0.5% of the annual income (within the meaning of article 14, paragraph 3) for 2008 shall be paid;
  - in the month of December 2009 a non-recurring payment of 0.5% of the annual income (within the meaning of article 14, paragraph 3) for 2009 shall be paid.
3. The bonus referred to in article 53, paragraph 1 shall also apply in the context of the course-of-life saving scheme.

**Article 33 - Remuneration systems**

1. Subject to the Works Councils Act, the employer shall be authorized to proceed within the enterprise to the application of a system of performance-related pay and/or in consultation with the trade unions to the application of systems of job classification with remuneration systems based thereon for the benefit of the categories of employees mentioned in Article 26.
2. Any arrangement made based on paragraph 1 shall be reported to the Permanent Committee as referred to in Article 55.

**PART 5**

**Schemes concerning working time, working hours and bonuses**

**Article 34 - Working time**

1.
  - a. The working week in the enterprise shall amount to an average of 38 hours for an employee in full-time employment.
  - b. The working week shall amount to a maximum of 45 hours.
  - c. The working day shall be a maximum of 9 hours.
2.
  - a. Existing schemes concerning working hours may only be amended with the approval of the works council, employee representatives or the relevant employee.
  - b. Within the framework of amendments to schemes referred to under (a), the works council and employee representatives shall be obliged to consult their rank and file.
3. Changes in the length of lunch breaks and changes in the length or the introduction of coffee and/or tea breaks shall not come within the framework of this CAO.

**Article 35 - Working hours and bonuses**

1. Since 1 July 2001 the following schemes may be used for working hours and bonuses within the enterprise:
  - a. CAO Scheme A (article 36);
  - b. CAO Scheme B (article 37);
  - c. CAO Scheme C (article 38);
  - d. CAO Scheme D (article 39);
2.
  - a. Existing schemes concerning working hours and bonuses may only be amended with the approval of the works council, employee representatives or the employee concerned.
  - b. Within the framework of amendments of the schemes referred to under (a), the works council and employee representation shall be obliged to consult their rank and file.
3. Arrangements following on from paragraph 1 shall be laid down in writing.
4. The work falling under CAO Schemes A, B, C and D shall not be performed in split shifts.
5. If, for a reason of his or her own, an employee requests the employer's permission to perform his or her daily work during other hours, this request shall be honoured if it fits in with the normal conduct of business. In this case no bonuses shall be payable.

This employee shall retain the right to resume working at the hours that are customary for the enterprise.

**Article 36 - CAO Scheme A**

1. Normal working time  
 The normal working time runs from Monday through Friday between 07:00 hours and 18:00 hours.
2. The salary for work done during the following hours shall be supplemented by a bonus of 50%:
  - a. Monday from 05:00 hours to 07:00 hours;
  - b. Monday through Thursday from 18:00 to 7:00 hours of the next day;
  - c. Friday 18:00 hours to Saturday 17:00 hours.
3. Work of a permanent nature falling under paragraph 2 and work on Saturdays, Sundays and national holidays must be limited as much as possible.
4. The provisions in this article shall not apply to:
  - a. sales representatives;
  - b. persons performing security services;
  - c. an employee who has not been classed in one of the job groups of article 26 based on his or her job.

**Article 37 - CAO Scheme B**

1. From 1 July 2001 the enterprise may use CAO Scheme B for the whole enterprise, for one or more components of the enterprise or for specific jobs.
2.
  - a. CAO Scheme B may only be chosen with the approval of the works council, employee representatives or the employee concerned.
  - b. The works council and employee representatives shall be obliged to consult with their rank and file about an application for approval as referred to in paragraph 2(a).
3. If the enterprise applies CAO Scheme B after 30 June 2001 a general bonus of 3% shall apply to the relevant employees on top of the CAO salary scales.
4. The salary for work done during the following hours shall be supplemented by the following bonuses:
 

a. Monday 00:00 – 05:00 hours:	50% bonus
b. Monday through Friday 05:00 - 06:00 hours:	25% bonus
c. Monday through Friday 06:00 - 20:00 hours:	no bonus
d. Monday through Friday 20:00 - 23:00 hours:	25% bonus
e. Monday through Friday 23:00 - 05:00 hours:	50% bonus
f. Friday 23:00 - Saturday 09:00 hours:	50% bonus
g. Saturday 09:00 - 17:00 hours:	25% bonus
h. Saturday 17:00 hours - Sunday 24:00 hours:	100% bonus.
5.
  - a. To the employee who was employed by an enterprise on 30 June 2001 and receives a structural bonus on the basis of CAO Scheme A, the following shall apply in the event of conversion to CAO Scheme B: this employee shall receive a bonus of 3% on the CAO salary scales or 2% on the salary actually paid if his or her salary is above the CAO salary scales. If, in spite of the right to an increase in the salary scale applicable to him or her and the new bonus scheme, he or she would then receive less than in the situation before the conversion (the period of 26 weeks before the conversion date) he or she shall be entitled to a personal bonus to the amount of the difference.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

b. Employees who were employed on 30 June 2001 but do not work structurally during shifted hours shall receive a bonus of 3% on the CAO salary scales or 2% on the salary actually paid for employees whose salary is above the CAO salary scales, but may not exercise any right to a personal bonus if their business, business component or job moves from CAO Scheme A to CAO Scheme B.

c. In deviation from paragraph (b), employees who enter employment from 1 July 2001 onwards may not exercise any right to a personal bonus if their business, business component or job moves from CAO Scheme A to CAO Scheme B.

6. The provisions in this article shall not apply to:

- a. sales representatives;
- b. persons performing security services;
- c. an employee who has not been classed in one of the job groups of article 26 based on his or her job.

**Article 38 - CAO Scheme C**

1. The employer and employee organizations may, for a fixed period of time, reach a mutual agreement on a settlement for an individual enterprise regarding the matters of working time, working hours and bonuses.

2. Employee organizations may delegate their power as referred to in paragraph 1 to the works council or to the employee representatives in each case.

**Article 39 - CAO Scheme D (Shift System)**

1. Two-shift system:

a. Work in a two-shift system shall be understood to mean work that is done in two shifts during at least 15 consecutive hours in a 24-hour period.

b. The employees who work in two shifts in alternating duties shall be paid an average bonus of 12.5% of the salary on top of their salary.

2. Three-shift system:

a. Work in a three-shift system shall be understood to be work that is done in three shifts for a maximum of 24 hours during a 24-hour period from Monday through Friday.

b. The employees who work in three shifts in alternating duties shall be paid an average bonus of 22.5% of the salary on top of the salary.

3. The provisions in paragraphs 1 and 2 of this article shall not apply to:

- a. sales representatives;
- b. persons performing security services;
- c. an employee who has not been classed in one of the job groups of article 26 based on his or her job.

#### **Article 40 - Overtime work**

1. Definition

Overtime work shall be understood to be work assigned by or on behalf of the employer outside the working time agreed with the employee, in so far as the normal daily working time customary in the enterprise is exceeded by more than half an hour.

2. Overtime work and part-time workers.

The provisions about the granting of an overtime bonus shall only apply to employees in part-time employment in so far as the overtime work is done outside the working time normally applicable to the business. See also article 20(3) of the CAO.

3. Overtime work shall be prevented as much as possible, but shall be obligatory, subject to any provisions in or by virtue of the Working Hours Act, if this overtime work is necessary in the interest of the enterprise.

4. The overtime work to be assigned shall not exceed 90 hours during every six months.

5. An employee aged 55 or over cannot be compelled by the employer to perform overtime work.

6. a. In the event of overtime work that exceeds 0.5 hours, the first two overtime hours shall be paid at the hourly salary, supplemented by a bonus of 25%. The additional overtime hours worked shall be paid at the hourly salary, supplemented by a bonus of 50%. The said percentages shall be applied to the hourly salary.

b. Overtime work that lasts for more than 0.5 hours shall be compensated for with time off, in so far as possible.

c. No overtime work bonus shall apply if the overtime work is compensated for within a reasonable period of time. The employer will interpret the concept 'reasonable period of time' in consultation with the works council or employee representatives. If there is/are no works council or employee representatives, the concept 'reasonable period of time' will be interpreted in consultation with the individual employee.

7. Employees classed in job groups V and VI and employees who only work outside normal working time shall not be paid for occasional overtime work but shall be granted three extra days off based on article 46(2)(a). When this overtime work occurs more than occasionally, these employees will also receive overtime work payments in accordance with Article 40(6), while retaining the three extra days off referred to in Article 46(2a).

8. The provisions in this article shall also apply to temporary workers.

9. The provisions in this article shall not apply to:

a. sales representatives;

b. persons performing security services;

c. an employee who has not been classed in one of the job groups of article 26 based on his or her job.

#### **Article 41 - Work on Sundays**

1. Work on Sundays is understood to mean work between 17:00 hours on a Saturday and 05:00 hours on a Monday, in the understanding that article 37 paragraph 4(a) is applicable to the hours between 00:00 hours and 05:00 hours on a Monday.

2. When assigning work to be done on Sundays the employer shall take account of the interests of employees who object to working on Sundays on principle.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

3. Work on Sundays shall be paid at the hourly salary supplemented by a bonus of 100%.
4. Work on Sundays must be limited in so far as possible.

**Article 42 - Work on public holidays**

1. Work on a public holiday shall be understood to be work between 00:00 hours and 24:00 hours on:
  - a. New Year's Day;
  - b. Easter Sunday and Easter Monday;
  - c. Ascension Day;
  - d. Whit Sunday and Whit Monday;
  - e. Christmas Day and Boxing Day;
  - f. the day on which the birthday of her Majesty the Queen is celebrated;
  - g. Liberation Day, every fifth anniversary.
2. Work on a public holiday shall be paid at the hourly salary supplemented by a bonus of 100%. Furthermore, the employee shall receive an extra day off.
3. Work on national holidays must be limited as much as possible.

**PART 6**

**Leave, absenteeism and holidays**

**Article 43 – Work and care (see annex 3)**

The Work and Care Act is applicable to the following forms of leave:

- a. Pregnancy leave;
- b. Maternity leave;
- c. Adoption leave;
- d. Foster parenting leave;
- e. Emergency leave (see Annex 3-C, Article 4:1 paragraph 2);
- f. Paternity leave;
- g. Other forms of short-term leave;
- h. Short-term care leave;
- i. Parental leave;
- j. Leave under the course-of-life saving scheme;
- k. Long-term care leave.

**Article 44 - Special leave**

1. To the exclusion of the provisions in sub-sections 3 and 4 of Section 7:629 of the Civil Code, in the event of absence, in so far as it is necessary within the working time and it has been notified to the employer in good time, the salary shall continue to be paid in the cases mentioned below and for the period of time stated for them:
  - a. in the event of official notice of an intended marriage or an application for registration of the partnership of the employee: one working day;
  - b. in the event of marriage or registration of the partnership of the employee: two working days, to be taken in the period of the wedding or the registration;
  - c. in the event of the 25th and 40th wedding anniversary of the employee, his or her parents or parents-in-law and in the event of the 50th or 60th wedding anniversary of his or her parents or parents-in-law: one working day, provided that the ceremony is attended;

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

- d. in the event of marriage or registration of the partnership of the children, foster children, parents, brothers, sisters, parents-in-law, brothers-in-law or sisters-in-law: one working day;
  - e. for taking professional examinations: the time required for the purpose up to at most two working days;
  - f. for seeking another employer after the employer's termination of the contract of employment, if the employee had been in the employer's service without interruption for at least four weeks immediately prior to the termination: the time required for the purpose, up to a maximum of five hours;
  - g. in the event of moving house: one working day a year;
  - h. employees who profess a religion other than the Christian religion may take leave at most on 2 religious holidays or anniversaries observed by them per annum, irrespective of whether work permits this; the days of leave taken shall be deducted from the annual right to holidays applicable to those employees.
2. Partner in the sense of paragraph 1 shall be understood to be the person with whom the employee is married or has a registered partnership, or carries on a permanent cohabitation and who is known as such to the employer.

**Article 45 - Absence for attending meetings and training courses**

- 1. a. For attending meetings and congresses of trade unions and also First of May demonstrations, the employee who is a member of one of the managing bodies or a delegate of a department shall be permitted to be absent with pay for a period not exceeding two days per calendar year. The employee must address the relevant request to the employer in good time.
  - b. For attending meetings of a CAO committee, the employee who is a member of such a committee shall be permitted to be absent with pay for a period not exceeding two days per calendar year. The employee must address the relevant request to the employer in good time.
  - c. For attending trade union training courses, employees who are liaison officers of the trade union shall be permitted to be absent with pay for a period not exceeding two days per calendar year per legal entity. The employee must address the relevant request to the employer in good time.
2. For attending training and education courses of parties of the second part, the employee shall be permitted to be absent, with or without pay, if the employee's request is supported by a written statement from one of the parties of the second part that the employee's participation in the course must be considered desirable. The employer shall assess whether this absence is admissible in connection with the work to be done.
- 3. a. In the year prior to his or her (early) pensioning or early retirement the employee shall be permitted to be absent with pay during five days per annum, if these days are used for a course in preparation for the coming retirement/(early) pensioning.
  - b. The time of absence for this purpose shall be determined in consultation between the employer and the employee.

**Article 46 - Holiday (see annex 3 of the CAO)**

- 1. The normal holiday shall be 25 days a year. This holiday shall be built up as follows: the employee shall be entitled to 2 1/12th (two and one twelfth) working days' holiday with pay for every month that he has been in the employer's service without interruption since 1 May of the preceding year and for which he or she has not yet received a holiday allowance.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

2. The categories of employees mentioned below shall be granted a right to extra holidays on top of the holidays in pursuance of the provisions in the preceding paragraphs, and this for the number of days per annum stated for them:

- a. employees who are classed in the job groups V and VI mentioned in article 26 and sales representatives: three working days;
- b. employees aged 50 or over, but not over 54: one working day;
- c. employees aged 55 or over, but not over 59: including (b) three working days;
- d. employees aged 60 or over: including (b) and (c) five working days.

The working days mentioned in parts (b), (c) or (d) shall be added to the number mentioned in part (a) if the employees mentioned in part (a) are aged 50 or over.

3. It must be possible to take at least three weeks of the holidays referred to in the preceding paragraphs consecutively and this as much as possible between 1 April and 1 October.

4. After maternity leave or paternity leave an employee may take at least three weeks' holiday immediately afterwards, provided that this is notified to the employer no later than three months before commencement of the maternity or paternity leave and there are no considerable business-related objections. The holiday referred to in the previous sentence shall not detract from the employee's statutory entitlement to parental leave.

5. For sales representatives, the remuneration due during holidays shall be calculated on the basis of the income for the last 12 months - or so much less as the employment has lasted - immediately prior to the month in which the holiday is taken.

6. If, based on the agreement concluded between him/her and his/her employer, during the holiday the sales representative acquires a claim to a commission amount that is smaller than the remuneration referred to in the preceding paragraph, this remuneration shall be reduced by the commission amount. If on the other hand the commission amount is just as large or larger than the remuneration referred to in the preceding paragraph, this remuneration shall be omitted and only the full commission amount shall be paid.

7. a. If prior to implementation of this CAO an employer already had an annual period in July and August when the whole enterprise or part thereof was closed, that employer may, with the approval of the works council, the employee representatives or the relevant employees, designate a maximum of 21 consecutive calendar days as days off in the period of July and August, when the whole enterprise or part thereof will be closed. These days shall be designated in good time and at any rate will be made known to the employees before 1 January of the year in which these days off will occur. An employer who wishes to use this close-down shall be obliged to report this to the Permanent Committee as referred to in article 55 of the CAO.

b. With the approval of the works council, the employee representatives or the relevant employees, the employer may designate a maximum of 21 consecutive calendar days in the period of July and August as days off, when the whole enterprise or part thereof will be closed. These days shall be designated in good time and at any rate be made known to the employees before 1 January of the year in which these days off will occur. An employer who wishes to use this close-down shall be obliged to report this to the Permanent Committee as referred to in article 55 of the CAO.

**Article 47 - Holiday allowance**

1. In the current year the employee shall be entitled to a holiday allowance to the amount of 1/12th of 8% of his or her wages for account of the employer, as mentioned in article 14(4) CAO, for every month that he or she has been in the employer's service without interruption since 1 May of the preceding year and for which he or she has not yet received any holiday allowance.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

2. The employer and employee may deviate from the reference period mentioned in paragraph 1 by mutual agreement.
3. If the employment is terminated, the employee shall receive the holiday allowance that has not yet been paid out to him or her, which must be calculated with observance of the provisions in paragraph 1.
4. Contrary to the provisions in the preceding paragraphs the employer shall pay an employee who claims a holiday allowance by virtue of the Act on Disability Insurance a supplement on that holiday allowance to the extent that the employee receives a total holiday allowance corresponding to whatever he or she could have claimed according to paragraphs 1 and 2 of this article if he or she had not been disabled.

**PART 7**  
**Disability**

**Article 48 - Report to employer**

An employee who is not able to do his or her work as a result of disability shall report this to the employer at the latest one hour before the start of duty on the first day of the disability, unless this cannot reasonably be required of the employee, in which case the report shall be made as soon as possible.

**Article 49 - Benefit in the event of disability**

1. To the exclusion of the provisions in section 7:629 paragraph 1 of the Civil Code, the employer shall be obliged to the employee who is prevented from doing his or her work owing to disability and does not fall within the operation of section 29 of the Sickness Benefits Act:

- a. to continue payment of 100% of his or her net income from the first day of illness for the duration of the illness and at most during the first 12 months;
  - b. to continue payment of 70% of the most recently earned wage during the second year of illness;
  - c. to provide a supplement to the net income applicable to the employee for the days that the employee receives a wage-related benefit for disability during the third year of illness by virtue of the Disability Insurance Act (WAO) but at most for 12 months.
2. In this article net income shall be income including for overtime work that is done with some regularity, in which connection the number of hours per day or per week may vary and it may be presumed that the overtime work would also have been performed if the employee had not been disabled.
  3. The determination of the net income may be based on the average of the income plus overtime bonuses in the 13 weeks prior to the time at which the disability started.
  4. The supplement as referred to in paragraph 1 shall be calculated for sales representatives on the basis of the income for the last 12 months – or so much shorter as the employment has lasted – immediately prior to the disability.
  5. If based on the agreement concluded between him/her and his/her employer a sales representative acquires a claim to commission during his or her period of disability, the supplement referred to in paragraph 1 shall be omitted, on the understanding that:
    - a. if the commission amount is as large as or larger than the supplement referred to in paragraph 1 would have been, this whole commission amount shall be paid out;
    - b. if the commission amount is smaller than the supplement would have been, the difference shall be paid by the employer as well.

**Article 50 - No claim to benefit in the event of disability**

1. The employee shall have no claims to the benefits as referred to in article 49:
  - a. if the obstacle to performing work is the result of an accident in respect of which rights may be exercised for his benefit based on third-party liability;
  - b. if the obstacle to performing work is the result of an accident in respect of which private insurance to cover the income lost by the employee as a result of that accident has been taken out for his or her benefit. If the payment to the employee by virtue of such insurance is lower than the payment that the employee could claim from the employer based on article 49, the employer shall be obliged to provide a supplement up to the amount of the last-mentioned payment.
2. If, in the event referred to in the first paragraph under (a), the employee assigns his or her rights vis-à-vis third parties with regard to damage arising from the accident to the employer, he or she shall then receive the fixed amounts determined in accordance with the provisions in article 49.
3. For the application of paragraph 2, damage shall not include damage other than that to which the amounts referred to in that paragraph apply.
4. If the employer wishes to bring a civil-law claim by means of a legal action with regard to the rights acquired through the above-mentioned assignment, he or she shall allow the employee, contrary to the provisions in the third paragraph, to have the assignment relate to the whole damage suffered by the employee. Then the employer shall surrender to the employee any excess acquired from the third parties. The costs arising from the legal action may not be recovered from the employee.

### **Article 51 - Compulsory offer of supplementary WAO insurance**

This article ceases to apply as of 1 January 2008.

## **PART 8**

### **Voluntary Early Retirement, Course-of-life Saving Scheme and Benefit in the Event of Death**

#### **Article 52 – Voluntary Early Retirement**

1. Only those employees born before 1950 who were working in the technical wholesale trade on 31 March 2000 are entitled to utilise the scheme for Voluntary Early Retirement from the Technical Wholesale Trade (VUTECH). The substance of the VUTECH scheme is not governed by this CAO, but by the VUTECH CAO, VUTECH Statutes and VUTECH Regulations.

2. a. On 1 January 2006 the VP-TECH scheme (Early Pension Scheme for the Technical Wholesale Trade) was abolished for employees born after 1949.

b. The category of employees referred to under (a) shall have three options with respect to the early pension entitlements accumulated under the VP-TECH scheme:

- transferring them to the course-of-life saving scheme;
- transferring them to the retirement pension;
- allowing them to remain in place temporarily.

c. The CAO parties shall determine the manner in which the options referred to under (b) shall be exercised as quickly as possible.

#### **Article 53 – Course-of-life Saving Scheme**

1. Under the course-of-life saving scheme the employer shall pay each employee born after 1949 a monthly non-pensionable gross wage supplement of 1.2% of their income. Income is defined in paragraph 2.

2.

a. Income within the sense of paragraph 1 is understood to mean.

- Wage I (FIXED): the fixed salary in money, including the holiday allowance and the fixed 13th month/bonus, as at 1 January, plus:
- Wage II (VARIABLE): all variable wage components in the year prior to 1 January of that year (for instance the shift bonus or commission).

b. The following provisions are applicable to employees who reached the age of 53 or more prior to 1 January 1999:

- the following shall be taken into account in respect of the Wage I component: Wage I as at 1 January 2001, 2002, 2003 etc. shall amount to no more than Wage I as at 1 November 1998 including the subsequent general wage increases pursuant to the CAO for the Technical Wholesale Trade. If Wage I is lower on 1 January than Wage I as at 1 November 1998, the wage as at 1 January shall form the basis for the contribution levy under the transitional arrangements;
- no exceptions apply in respect of Wage II.

c. If an employee has reached or reaches the age of 53 after 1 January 1999, the following shall apply:

- Wage I as at 1 January may be no more than Wage I as at 1 January of the year in which the age of 53 is reached, including the general wage increases under the CAO for the Technical Wholesale Trade;
- no exceptions apply in respect of Wage II.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

3. An exchange value of 0.43% of the annual income shall apply when utilising the course-of-life saving scheme.
4. Annex 4 to this CAO contains Framework Regulations on the Course-of-life Saving Scheme. Derogations from these framework regulations are permitted by mutual agreement within the enterprise.

**Article 54 - Benefit in the event of death**

1. In the event of the death of an employee in the permanent employment of an employer, the surviving dependants shall receive a benefit to the amount of the wages that were last due to the employee for the period from the date of death up to and including one month after the date of death.
2. For the application of paragraph 1 surviving dependants shall be:
  - a. the longest living spouse, which shall also encompass the registered partner, if the deceased person did not live permanently separated from the other spouse and the latter is known as such to the employer;
  - b. in the absence of the person referred to under (a), the under-age legitimate or natural children;
  - c. in the absence of the persons referred to under (a) and (b), the persons for whom the deceased largely met the cost of living and with whom he or she lived in a family relationship and who are known as such to the employer.
3. The death benefit referred to in paragraph 1 of this article may be reduced by the amount of the payment that is due to the surviving dependants with regard to the death of the employee by virtue of the Sickness Benefits Act or the Disability Insurance Act.
4. The death benefit referred to in paragraph 1 of this article shall not apply if there is no claim to benefit for the disability as a result of the employee's conduct.
5. The benefit referred to in paragraph 1 of this article shall not be part of the wages in the sense of the Wage Tax Act, in so far as the benefit does not exceed three times the employee's final monthly salary. This exemption shall also apply to benefits in the event of death payable by virtue of social insurance acts.

**PART 9**

**Other provisions**

**Article 55 - Permanent Committee**

1. There shall be a Permanent Committee, whose task shall be to decide:
  - a. on requests for dispensation from this CAO as referred to in article 8;
  - b. in the form of advice in the case of disputes as referred to in article 56;
  - c. on requests for permission to deviate from the provisions of this CAO, as referred to in article 57;
  - d. on requests for approval of systems of job classification with remuneration systems based thereon and remuneration systems as referred to in article 33;
  - e. on requests for approval regarding the designation of a maximum of 21 successive calendar days in July/August upon which days the whole enterprise or part thereof will be closed, as referred to in article 46(7).
2. The structure and procedure of the committee is further specified in the Rules for the Permanent Committee, on the understanding that an equal number of members shall be

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

designated for the party of the first part and the parties of the second part. The Rules for the Permanent Committee have been included in annex 2 of the CAO and form an inseparable part of the CAO.

**Article 56 - Settlement of disputes**

Disputes arisen between an employer and an employee about the interpretation and/or application of the provisions of this CAO shall be submitted to the Permanent Committee, unless the dispute concerns the provisions 59 (Duration of the CAO), 60 (Final provision) or 61 (General obligations).

**Article 57 - Deviation from CAO provisions**

If the employer wishes permission to deviate from the provisions of this CAO, he or she must submit a reasoned written request to the Permanent Committee. In the event of application of this article the provisions in the Works Councils Act shall remain fully in force.

**Article 58 - CAO à la Carte**

1. Contrary to the provisions of this CAO, the employer in consultation with the employee shall be entitled to agree an arrangement that complies with the matters stated in paragraphs 2 and 3.

2. The arrangement as referred to in paragraph 1 shall meet the following expenditure objectives:

- a. days of leave, in which case it is preferable to extend the uninterrupted period mentioned in article 46(6) to four weeks;
- b. supplementary pension: the available moneys, coming from the sale of the sources, as mentioned in paragraph 3, shall be used for extra claims within the pension scheme in force within the enterprise, or for an individual annuity insurance;
- c. study facilities: study days not focused on the job may be bought;
- d. wage tax;
- e. personal contribution to medical expense insurance;
- f. premiums for collective company insurance schemes;
- g. course-of-life saving scheme.

3. The expenditure objectives mentioned in paragraph 2 shall have the following sources of financing:

- a. days of leave: all the days of leave from the extra-statutory holidays, with the exchange value of one day amounting to 0.43% of the annual income;
  - b. holiday allowance;
  - c. bonus.
4. The arrangement shall always apply to a period of at least 12 months.

**Article 59 - Duration of the CAO**

1. This CAO is concluded for the period from 1 January 2008 up to and including 31 March 2010.

2. Barring notice of termination, given at least two months before the date of termination, the CAO shall be deemed to have been extended, for 12 months on each occasion.

**Article 60 - Final provision**

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

1. If during the period of validity of this CAO exceptional and fundamental changes occur in general socio-economic relations within the Netherlands and in the wage and price policy of the Government, all CAO parties in the Technical Wholesale Trade shall be entitled to initiate discussions on amendments to this CAO directly relating to those changes during the period of validity of this CAO.
2. During the period of validity of this CAO, the CAO parties will hold discussions on CAO-related subjects and on general developments related to the Technical Wholesale Trade at least two times per calendar year.

## CHAPTER II

### GENERAL PROVISIONS

#### **Article 61 - General obligations**

1. The parties undertake to observe all the obligations following from this agreement or related thereto in good faith and for the duration of this agreement not to perform or support any action, including action by third parties, which is aimed at changing the conditions of employment provided for in this agreement in a non-organizational manner.
2. The parties undertake to work on a policy that offers equal opportunities in the labour process to everyone, irrespective of sex, sexual orientation, civil status, religion, skin colour, race or ethnic origin, nationality and political persuasion.
3. Employers and employees shall be obliged to observe the provisions laid down in this agreement in a reasonable manner and to the best of their abilities.

#### **Article 62 - Observance of CAO**

1. At the time of engagement the employee shall be issued with a copy of the CAO.
2. Furthermore, in the event of any amendment to this CAO the employee shall receive either a review of this amendment or a new copy of the amended CAO.
3. Any interested party that believes that an enterprise is failing to observe this CAO properly may ask the Permanent Committee, as referred to in article 55 of the CAO, to draw the enterprise's attention to the points in respect of which the CAO is not being observed.

#### **Article 63 - Working conditions**

1. In the enterprise measures shall be taken that are necessary to prevent harm to the health of the employees in so far as such harm is directly or indirectly the result of the nature of the work or the working conditions.
2. The employer shall inform all employees about the nature of the risks and the possibility or impossibility of reducing said risks.
3. To promote the measures mentioned in paragraph 1, the parties to the CAO have appointed a sectoral consultant for working conditions. This sectoral consultant for working conditions shall serve as a contact person for employers and employees in the area of prevention of absence through illness and in respect of working conditions.
4. There shall be a Working Conditions Committee to further implement the provisions contained in paragraphs 1, 2 and 3.
5. During the period of validity of this CAO, the CAO parties shall undertake the activities referred to in Chapter V, part C in relation to working conditions.

#### **Article 64 - Age-conscious personnel policy and employability**

1. The policy is intended to help enable employees to continue to participate in the enterprise and/or the labour process outside the company until their retirement date, whether or not this is preceded by an early retirement scheme. There shall be no age discrimination in the recruitment and selection policy. It is the responsibility of the employer to develop and pursue such a policy and to evaluate the policy pursued with the works council or employee representatives periodically. It is the responsibility of the employee to co-operate actively with this policy.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

2. To realize the objective behind paragraph 1, regular performance interviews shall be held, the purpose of which in relation to the employee shall include recognizing in good time any performance-related problems that the employee experiences due to ageing and in consultation with the person concerned to take measures both to prevent the expected problems and to solve existing problems.

3. If and in so far as adjustments realized in the job and/or working hours in consultation with the employee have consequences for the applicable conditions of employment, including the direct remuneration and the pension agreements, an adjustment arrangement shall always be made by mutual agreement.

**Article 65 - Social policy**

1. The social policy shall be an integrated part of the operating policy.

2. To comply with paragraph 1 the employer undertakes to issue an annual social report to the works council once a year on the basis of the Works Councils Act, for assessment of the social policy pursued in the enterprise.

3. An annual written report shall also be presented to trade unions and, on request, to every employee.

**Article 66 - Recruitment policy**

1. If vacancies become available within the enterprise, the employees of the enterprise must be given an opportunity to apply for them first, in so far as possible.

2. If the vacancies cannot be filled within the enterprise itself, the Centre for Work and Income (CWI) shall always be engaged.

**Article 67 - Job opportunities and change of structure**

1. At an enterprise level the following principles will have to apply to all planned activities that may have important consequences for job opportunities in a quantitative and qualitative sense, or those activities that affect the current legal position of the employee.

2. In all cases in which plans for new investments – in particular those accompanying automation projects or plans to hive off activities, merge with one or more other enterprises, relocate the enterprise or part thereof, or liquidate the enterprise – will have important consequences for job opportunities in a quantitative and/or qualitative sense or will entail a detrimental effect on the existing legal position of a number of employees, a report on these plans must be made to the trade unions that are party to this collective labour agreement in good time so that the implications of the plans in question for job opportunities and in particular on the existing legal position of the employee(s) may yet be influenced by the trade unions.

3. If one of the above-mentioned activities negatively affects job opportunities, the employer and the trade unions will have to work out agreements that are aimed at limiting as much as possible the detrimental consequences for the employees resulting from these activities. The said agreements must include the search for substitute employment.

4. When this article is applied, the provisions in the Works Councils Act and the Collective Redundancy (Notification) Act, and also the decision of the Socio-economic Council in respect of the Merger Code, shall remain fully in force.

**Article 68 – Labour market**

1. Objective

Employers and organizations of employees wish to conduct an effective labour market policy. That policy shall be shaped and financed by the FKB ("Fund for Collective Interests").

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

The parties will work out the further details of this labour market policy during the period of validity of this CAO. Further details of this labour market policy are described in paragraphs 2 to 5 and Chapter V, part D.

2. Fund for Collective Interests (FKB)

a. The scheme of the Fund for Collective Interests (FKB) shall be subject to the CAO, the Articles and Rules in respect of the Foundation of the Fund for Collective Interests for the Technical Wholesale Trade.

b. To finance the objectives of the Foundation of the Fund for Collective Interests for the Technical Wholesale Trade, the employer shall be obliged to surrender to the Foundation referred to in this article a percentage, to be determined annually by the board of the Foundation, of the gross wage amount applicable to the enterprise for the current calendar year. The FKB board may adjust the amount of the FKB levy at any time if cause exists for doing so.

3. Inflow of students

As part of a work and education scheme, employees may be appointed for a limited period of time on the basis of a learning and employment contract, which may be converted into a permanent employment contract after successful completion of the training programme. Remuneration shall, for the duration of one year, be based on the minimum (youth) wage.

4. Trainee positions

With respect to fine-tuning primary education to the needs of the labour market, and more specifically to the qualification demands developed for the wholesale trade, schools and training institutions will make an increasing demand on employers for trainee positions. The parties recommend taking a positive approach to these requests.

5. Projects related to limiting disabilities

The CAO parties shall establish joint projects within the framework of the FKB with the aim of reducing absenteeism through illness and thereby reducing the numbers becoming claimants under the Disability Insurance Act and the Work and Income (Fitness for Work) Act.

6. Execution and administration

The implementation of the FKB's aims has been entrusted to the Foundation of the Fund for Collective Interests for the Technical Wholesale Trade. The contact details of the FKB's secretarial office are as follows:

Syntrus Achmea  
Fonds Kollektieve Belangen Technische Groothandel  
Postbus 9251  
1006 AG Amsterdam  
Telephone: +31 (0)20 607 44 44  
Fax: +31 (0)20 607 44 99

## CHAPTER III

### TRADE UNION WORK AND FACILITIES

#### Article 69 - Trade union work in the enterprise

1. Trade unions shall also be entitled separately to designate activists working in the enterprise and to have them act as liaison officers in that enterprise:

- up to 25 employees: 1 per trade union, subject to a total maximum of 2;
- 25 - 50 employees: 2 per trade union, subject to a total maximum of 4;
- 50 -100 employees: 2 per trade union, subject to a total maximum of 6;
- more than 100 employees: 3 per trade union, subject to a total maximum of 8.

If a trade union proceeds to appoint of one or more liaison officer(s), the management of the relevant enterprise shall be informed of this immediately.

2. Liaison officers shall maintain daily contact between the members working in the enterprise and the trade union that they represent.

3. In consultation with the management of the relevant enterprise, liaison officers may distribute information from the trade union concerning the sector, the enterprise and/or the trade union within the enterprise.

4. Liaison officers shall not suffer prejudice to their personal interests as a result of their work for the trade union. If commercial and/or economic reasons necessitate measures that affect liaison officers as well, the employer shall consult on the subject with the paid officer(s) of the trade union at an early stage.

5. Termination of the contract of employment with a liaison officer at the initiative of the management of the enterprise may only be carried out with the approval of the Sub-district Court.

#### Article 70 - Trade union facilities

1. The allocation and use of facilities within the enterprise by/to trade unions shall relate to:

a. making available announcement boards or intranet facilities in the appropriate places and this for:

- making announcements of a commercial and informative nature with regard to the employees' own enterprise or their own branch of industry;
- announcing the names of representatives or liaison officers of the trade union;
- announcing meetings of trade unions;
- publishing brief reports of these meetings;
- nominating members of the works council. The contents of the messages and communications to be published shall be brought to the knowledge of the management of the enterprise beforehand.

b. Liaison officers and/or staff members of the trade unions may use word processing and copying equipment, in so far as present in the enterprise, for written communication with members.

c. Making available meeting space in the enterprise for meetings of the union body and in general for maintaining contacts with the members of trade unions in the enterprise. All this

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

will have to be requested in good time from the management of the enterprise. In principle the use of this meeting space shall take place outside or immediately after normal working hours.

2. The performance of the trade union activities in the enterprise and the allocation and use of facilities for that purpose may not disrupt the good course of business in the enterprise.

3. In special circumstances, when the business interest demands this in the opinion of the management of the enterprise, the granting of facilities may be suspended. This shall only be done after prior consultation between the management of the enterprise and the relevant trade union(s).

4. If a difference of opinion should arise about the method of allocation and use of the facilities in the enterprise and the arrangements made on in respect thereof, each of the relevant parties may subject this difference of opinion to the judgment of the Permanent Committee on the CAO and request its good services.

5. This article shall not be legally enforceable among the members of the party of the first part if the article has been declared not generally binding.

**Article 71 - Trade union levy**

The employer shall offer the employee the facility of offsetting the trade union levy against his or her gross salary.

**Article 72 – Projects abroad**

The FKB shall make contributions up to an annual maximum of EUR 25,000 to Dutch trade union projects abroad, provided that such projects do not generate competition for the Dutch market or prompt political and social debates.

## CHAPTER IV

### RECOMMENDATIONS OF CAO PARTIES

#### **A – Scheme for Profit Sharing, Save-as-you-earn Schemes and Course-of-life Saving Schemes**

The parties to the CAO advise enterprises to introduce a save-as-you-earn scheme and/or course-of-life saving scheme. The parties to the CAO advise those enterprises that do not yet run a profit sharing scheme or company savings scheme or do not grant a thirteenth month's salary or do not use the fiscal facility of granting a maximum of EUR 613 tax free, to introduce a profit sharing scheme and/or a company savings scheme.

#### **B – Pension Scheme**

The employer is advised to arrange a group pension plan within the enterprise for employees.

#### **C – The Environment**

The parties to the CAO advise the management of the enterprise to consult with the works council or the employee representatives with regard to environmental matters.

#### **D - Working from Home**

1. Employers and employees consider working from home to be increasingly important. Considerations of a practical and commercial nature and conditions related to the employment market play a role in this respect. Working from home enables employees to arrange their working hours more flexibly, for instance so that they can strike a better balance between their work and private lives. Working from home some or all of the time can help to prevent traffic congestion. It also offers flexibility, allowing business hours to be tailored more closely to the clients' wishes. For employers, working from home can reduce business accommodation and other expenses, make the business easier to contact and can also be used as a means of helping ensure a committed workforce.
2. The CAO parties believe that employers and employees should obtain full information before trying out working from home for the first time. In this connection, initiatives shall be undertaken by the FKB during the period of validity of this CAO to offer leadership and substance at sectoral level in respect of the issue of working from home.
3. The CAO parties have set a number of minimum requirements in respect of working from home. Those conditions are contained in the Framework Regulations on Working from Home, which are incorporated in this CAO as Annex 4-B. Derogations from the framework regulations are permitted by mutual agreement within the enterprise.

## CHAPTER V

### AGREEMENTS BETWEEN THE CAO PARTIES

#### A – Agreements on working times

1. The CAO parties agree that, with effect from the CAO that follows the 2008-2010 CAO, the current working time schemes A (article 36) and B (article 37) shall be replaced by a new working time agreement in the CAO, which will take account of the requirements of employers and employees with respect to the flexibilisation and modernisation of working hours.
2. During the period of validity of the 2008-2010 CAO, the CAO parties shall agree the terms under which the new working hours arrangements will be introduced in the next CAO.

#### B – Readability of the CAO

1. The CAO parties declare that it is their intention to improve the structure and readability of the CAO.
2. During the period of validity of the 2008-2010 CAO, the CAO parties shall, in a working group organized on the basis of parity of representation, make improvements to the structure and content of the CAO with the aim of implementing these improvements in the next CAO.

#### C – Working conditions

During the period of validity of the CAO, the CAO parties shall undertake the following activities in relation to working conditions:

- the development of a Sectoral Risk Inventory & Evaluation (RIE) for the Technical Wholesale Trade
- the development of a Working Conditions Catalogue for the Technical Wholesale Trade
- the development of a Working Conditions Ambassador Project for the Technical Wholesale Trade
- continuation of the work of the Working Conditions Consultant for the Technical Wholesale Trade
- the organization of regional information meetings for and by employees and employers.

#### D – Labour Market and Employability

1. During the first year of this CAO, the CAO parties shall conduct further investigations into the remuneration of employees up to the age of 22. Consideration will also be given to starting qualifications and experience.
2. During the period of validity of the CAO, the parties to the CAO shall develop policies in the following areas:
  - middle management
  - labour market policy
  - periodic career advice
  - participation
  - an age-conscious personnel policy
  - enjoyment of work.

3. The CAO parties also declare their intention, during the period of validity of the CAO, to establish infrastructure through the FKB to enable employers and employees to work out more detailed policies on the aforementioned points.

**E – Sectoral pension fund**

During the period of validity of this CAO the parties to the CAO shall investigate the feasibility of a sectoral pension fund.

## ANNEX 1

### SALARY SCALES (articles 28 and 32 CAO)

#### SALARY SCALE 1 APRIL 2008 INCORPORATING THE CAO RISE OF 3.25%

Age (+ years of experience)	0	1	2	3	4	5	6
16	512.97	557.57					
17	587.31	638.38					
18	676.52	735.35	740.26	748.02			
19	780.62	848.51	854.25	863.09	884.24		
20	914.43	993.95	1,000.58	1,011.07	1,035.85	1,061.12	
21	1,078.01	1,171.74	1,179.55	1,191.91	1,221.11	1,250.90	
22	1,263.87	1,373.76	1,382.93	1,397.42	1,431.67	1,466.56	
from 23 + 0	1,375.38	1,495.00	1,504.95	1,520.71	1,557.98	1,595.98	
from 23 + 1	1,486.90	1,616.20	1,626.97	1,644.02	1,684.32	1,725.39	1,783.54
from 23 + 2			1,657.16	1,671.14	1,711.44	1,775.66	1,841.62
from 23 + 3			1,671.14	1,698.28	1,739.23	1,829.94	1,900.82
from 23 + 4			1,684.32	1,728.82	1,768.06	1,884.67	1,959.15
from 23 + 5				1,757.07	1,798.53	1,924.19	2,018.39
from 23 + 6					1,838.91	1,977.12	2,077.63
from 23 + 7						2,038.16	2,138.67
from 23 + 8							2,200.60

Notes:

1. Employees who were employed prior to 1 July 2001 skip the "from 23 +0" level.
2. The contribution to the course-of-life saving scheme as referred to in article 53 does not form part of the salaries set out above.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

**SALARY SCALE 1 JANUARY 2009**  
**INCORPORATING THE CAO RISE OF 3.00 %**

<b>Age (+ years of experience)</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>16</b>	528.36	574.30					
<b>17</b>	604.93	657.53					
<b>18</b>	696.82	757.41	762.47	770.46			
<b>19</b>	804.04	873.97	879.88	888.98	910.77		
<b>20</b>	941.86	1,023.77	1,030.60	1,041.40	1,066.93	1,092.95	
<b>21</b>	1,110.35	1,206.89	1,214.94	1,227.67	1,257.74	1,288.43	
<b>22</b>	1,301.79	1,414.97	1,424.42	1,439.34	1,474.62	1,510.56	
<b>from 23 + 0</b>	1,416.64	1,539.85	1,550.10	1,566.33	1,604.72	1,643.86	
<b>from 23 + 1</b>	1,531.51	1,664.69	1,675.78	1,693.34	1,734.85	1,777.15	1,837.05
<b>from 23 + 2</b>			1,706.87	1,721.27	1,762.78	1,828.93	1,896.87
<b>from 23 + 3</b>			1,721.27	1,749.23	1,791.41	1,884.84	1,957.84
<b>from 23 + 4</b>			1,734.85	1,780.68	1,821.10	1,941.21	2,017.92
<b>from 23 + 5</b>				1,809.78	1,852.49	1,981.92	2,078.94
<b>from 23 + 6</b>					1,894.08	2,036.43	2,139.96
<b>from 23 + 7</b>						2,099.30	2,202.83
<b>from 23 + 8</b>							2,266.62

Notes:

1. Employees who were employed prior to 1 July 2001 skip the "from 23 +0" level.
2. The contribution to the course-of-life savings scheme as referred to in article 53 does not form part of the salaries set out above.

## ANNEX 2

### **RULES FOR THE PERMANENT COMMITTEE**

#### **as referred to in article 55(2) of the CAO**

#### **Article 1 - Composition**

The Permanent Committee, hereinafter called the "committee", shall consist of six members, of which three members are designated by the employers' organization, party to the CAO of the first part, and three members are designated by the employees' side, parties to the CAO of the second part.

#### **Article 2 - Chair**

1. By a majority of votes the committee shall appoint from their number a chairman and a deputy chairman, with observance of the matters stated in the following paragraph of this article.
2. The position of chairman shall be held in even years by one of the employers' members and in odd years by one of the employees' members. The position of deputy chairman shall be held in even years by one of the employees' members and in odd years by one of the employers' members.

#### **Article 3 - Duration of the membership**

1. The members of the committee take a permanent seat on the committee.
2. Vacancies are filled by the relevant organizations within one month after they have occurred.

#### **Article 4 - Termination of the membership**

The membership of the committee shall end as a result of:

- a. resignation;
- b. death;
- c. a statement from the organization that made the appointment that the person concerned is no longer active as a member.

#### **Article 5 - Secretarial office**

The secretarial office of the committee can be contacted at:

Postbus 93002  
2509 AA The Hague  
Telephone no.: +31 (0)70 3490 755  
Fax no.: +31 (0)70 3490 771

#### **Article 6 - Consultation and votes**

1. The committee shall meet at least once a year.
2. The committee shall only be empowered to pass resolutions if at least three members of the committee are present, including at least one from the employers' side and one from the employees' side.
3. In the event of a disparity of presence each of the members shall cast as many votes as there are members of the other party present.

4. The committee shall pass its resolutions by an ordinary majority of the votes and shall give its recommendations in writing and with reasons.
5. In a tie of votes regarding a matter other than the giving of advice in relation to a dispute, the decision shall be postponed until the next meeting. In a tie of votes regarding a matter to be advised on in a dispute, the provisions in article 7(8) shall apply. Blank votes shall be considered votes not cast.
6. If one of the members of the committee asks for a hearing, the committee shall convene a meeting.

#### **Article 7 - Handling of disputes**

1. Disputes as referred to in article 56 of the CAO shall be submitted in writing to the secretarial office of the committee.
2. The letter in question must include a proper explanation, stating the name and address of the other party, the facts and circumstances that have given rise to the dispute, the conclusions that must be drawn from this in the opinion of the complainant and the advice that is asked from the committee for that reason.
3. The secretarial office shall immediately inform the other party about the dispute, by sending a copy of the letter from the complainant.
4. The other party is entitled to give notice of his or her views, stating thereby the grounds upon which the advice requested is being contested. The other party must do so in writing and within fourteen days after the secretarial office has dispatched the letter referred to in the preceding paragraph.
5. The secretarial office shall immediately send a copy of the defence referred to in the preceding paragraph to the party that submitted the dispute.
6. After the exchange of the documents referred to in the preceding article the parties to the dispute shall be empowered to make their views known to the secretarial office, again with observance of the period of 14 days, after which the written explanation of the positions on both sides shall be closed. Each of the parties to the dispute shall be entitled, within fourteen days after the exchange of written documents ends, to inform the committee that he or she wishes a further oral explanation of the position taken. In that case the committee shall determine the place, date and time of the hearing. The secretarial office shall notify this to both parties and also to the members of the committee.
7. Each of the parties to the dispute shall be empowered to bring along one or more witnesses and/or experts to the hearing of the dispute, so that they may be heard by the committee. The names, places of residence and positions of the witnesses or experts to be brought along must be communicated to the secretarial office at least seven days in advance.
8. Before giving its advice the committee shall be empowered to seek further information from the parties as well as third parties. It shall be empowered to invite parties, witnesses and experts to appear at its meeting to provide further information. Such a call must be made with observance of one week's notice.
9. Any refusal by parties to supply the information requested or to appear at the meeting shall entitle the committee to draw the conclusions that it sees fit.
10. A member of the committee who is directly concerned in the dispute shall not take part in the handling of the dispute.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

11. If the votes are tied, the case shall be postponed until the next meeting. If the further consultations fail to culminate in a resolution on the matter, the committee shall refrain from giving advice and the parties to the dispute shall have the power to submit the dispute to the civil court for adjudication.
12. The committee shall be empowered to allow deviations from the [apparent omission] in the above-mentioned periods.

**Article 8 - Advice**

The committee's advice shall be brought to the knowledge of the parties in writing, signed by the chairman, the deputy chairman and the secretary of the committee. A copy of the advice shall be sent to the members of the committee.

**Article 9 - Permits for dispensation from the CAO or deviation from the CAO provisions**

1. Requests for dispensation from the CAO as referred to in article 8 of the CAO or for permission to deviate from the provisions of this CAO as referred to in article 57 of the CAO must be submitted to the secretarial office of the committee and shall include an explanation indicating the circumstances that constitute the reason for the request. If possible a request should be accompanied by the advice of the works council or the employee representatives.
2. If the committee sees a reason to reject such a request entirely or partly, that rejection must be given with reasons.

**Article 10 - Approval of remuneration system**

Requests for approval of the remuneration systems as referred to in article 33 of the CAO must be submitted to the secretarial office of the committee at least two months before introduction. If possible a request must be accompanied by a letter from the works council showing that the works council gives its approval to the system.

**Article 11 - Amendment of the regulations**

These regulations may always be amended by the parties to the CAO for the Technical Wholesale Trade by mutual agreement.

## ANNEX 3

### RELEVANT STATUTORY PROVISIONS

**No rights can be derived from this annex.**

#### 3-A Civil Code 7 Title 10

##### **Good employer and good employee - Section 7:611 of the Civil Code**

(applies to all contracts of employment)

The employer and the employee shall be obliged to conduct themselves as a good employer and a good employee.

##### **Trail period clause - Section 7:652 of the Civil Code**

(see article 16(4) of the CAO)

1. If the parties agree on a trial period, it shall be equal for both parties.
2. The trial period shall be agreed in writing.
3. If a contract of employment is entered into for an indefinite period, a trial period may be agreed for at most two months;
4. If a contract of employment is entered into for a definite period of time, a trial period may be agreed upon for a maximum of:
  - a. one month if the agreement is for less than two years;
  - b. two months if the agreement is for two years or more.
5. If the end of a contract of employment for a definite period has not been set at a calendar date, a trial period not exceeding one month may be agreed.
6. Paragraphs 4(a) and 5 may only be deviated from to the disadvantage of the employee by a collective labour agreement or by a scheme by or on behalf of an authorized administrative body.
7. Any clause in which the trial period is not equal for both parties or is set at more than two months and any clause in which, as a result of the entry into a new trial period, the combined trial periods exceed two months, shall be void.

##### **Contracts of employment for a definite period - section 7:668a of the Civil Code**

(see article 17 of the CAO)

1. From the day that between the same parties:
  - a. contracts of employment for definite periods have succeeded each other with interruptions not exceeding three months and have exceeded a period of 36\* months including these interruptions, the last contract of employment shall be deemed to be permanent with effect from that day;
  - b. more than three contracts of employment entered into for definite periods have succeeded each other with interruptions of not more than three months, the last contract of employment shall be regarded as permanent.
2. Paragraph 1 shall apply accordingly to contracts of employment following each other between an employee and different employers who must reasonably be deemed to be each others' successors with regard to the work done.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

3. Paragraph 1 (a) and the last sentence shall not apply to a contract of employment entered into for not more than three months that immediately follows a contract of employment for 36\* months or more entered into between the same parties.
4. The period of notice shall be calculated from the time of conclusion of the first contract of employment as referred to under (a) or (b) of paragraph 1.
5. Paragraphs 1 through 4 may only be deviated from to the disadvantage of the employee by a collective labour agreement or by a scheme by or on behalf of an administrative body empowered to do so.

**Termination and periods of notice - Section 7:672 of the Civil Code**

(see article 18 of the CAO)

1. Notice of termination shall be given as at the end of the month unless another day has been designated for this purpose by written agreement or by custom.
2. The period of notice to be observed by the employer for a contract of employment that on the date of termination
  - a. has lasted less than five years: shall be one month;
  - b. has lasted five years or more, but less than ten years: shall be two months;
  - c. has lasted ten years or more, but less than fifteen years: shall be three months;
  - d. has lasted fifteen years or more: shall be four months.
3. The period of notice to be observed by the employee shall be one month.
4. If the permission referred to in article 6 of the Extraordinary Labour Relations Decree 1945 has been granted, the period of notice to be observed by the employer shall be reduced by one month, on the understanding that the remaining period of notice shall be at least one month.
5. The period referred to in paragraph 2 may only be reduced by a collective labour agreement or by a scheme by or on behalf of an administrative body empowered to do so. The period may be extended in writing.
6. The period referred to in paragraph 3 may be deviated from in writing. In the event of an extension the period of notice for the employee may not be longer than six months and for the employer not shorter than twice the period for the employee.
7. In so far as the remaining period of notice of one month is concerned, paragraph 4 may only be deviated from to the disadvantage of the employee by a collective labour agreement or by a scheme by or on behalf of an administrative body empowered to do so.
8. By a collective labour agreement or by a scheme by or on behalf of an administrative body empowered to do so, the period of notice referred to in paragraph 6, second sentence, may be reduced for the employer, provided that the period is not less than for the employee.
9. For the application of paragraph 2, contracts of employment shall be deemed to constitute one and the same uninterrupted contract of employment in the event of restoration of the contract of employment in pursuance of section 7:682 of the Civil Code.

**Build-up of holidays - Section 7:634 of the Civil Code**

(see article 46 of the CAO)

1. For every year in which he has been entitled to wages during the whole working time agreed, the employee shall acquire an entitlement to holidays of at least four times the agreed working time per week or, if the agreed working time has been expressed in hours per annum, of at least a corresponding period.
2. The employee who has been entitled to wages for part of a year shall acquire an entitlement to holidays for that part of the year in proportion to what his entitlement would have been had he been entitled to wages for the whole working time agreed during the whole year.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

3. By a collective labour agreement or by a scheme by or on behalf of an administrative body empowered to do so, paragraph 2 may be deviated from with regard to employees whose contract of employment ends after having lasted for at least one month, in the sense that the entitlement to holidays is calculated for one-month periods.

**Build-up of holidays in the event of, among other things, illness - section 7:635 of the Civil Code**

(see article 46 of the CAO)

1. Contrary to section 7:634 of the Civil Code, the employee shall acquire an entitlement to holidays for the period during which he has no right to wages determined in money because:

- a. he has been called up, otherwise than for exercise and training, as a conscript to fulfil his military duty or replacement duty;
- b. he is taking holidays as referred to in section 7:641(3) of the Civil Code;
- c. with permission of the employer he participates in a meeting that is organized by a trade union of which he is a member;
- d. he, otherwise than as a result of disability referred to in paragraphs 2 and 3, is unable involuntarily to do the work agreed;
- e. he is taking leave as referred to in section 7:643 of the Civil Code.

2. Contrary to section 7:634 of the Civil Code, the female employee who does not acquire an entitlement to wages for a whole year owing to pregnancy or childbirth shall receive for the whole agreed working period an entitlement to holidays for the period that she is entitled to sickness benefit in connection with her childbirth.

3. Contrary to section 7:634 of the Civil Code the employee who does not perform the agreed work owing to illness, irrespective of whether he had an entitlement to wages, shall acquire an entitlement to holidays for the period of the last six months in which the work was not done, on the understanding that periods will be added up if they succeed each other with interruptions of less than a month. The employee who only does not perform the stipulated work for part of the agreed working time owing to illness shall only receive a claim on holidays that amounts to a proportionate part of the holidays to which he would have been entitled if he had done work during the whole working time. If the illness has arisen owing to wilfulness on the part of the employee or is the result of a defect about which he deliberately gave false information within the framework of the medical examination preceding appointment, the employee shall not acquire an entitlement to holidays either. The employee shall not have any entitlement to holidays either for the time during which he hinders or delays his recovery by his acts or, although he is capable of doing so, without proper reason does not perform suitable work for the employer or for a third party designated by the employer with the approval of the National Institute for social insurances, for which the employer gives him the opportunity.

4. The juvenile employee shall acquire an entitlement to holidays for the period that he spends on attending educational training, for which he must be given an opportunity by the employer by virtue of the law.

5. If an entitlement to holidays has been acquired that exceeds the minimum referred to in section 7:634 of the Civil Code, paragraphs 1 through 4 may be deviated from to the disadvantage of the employee by written agreement in so far as that entitlement exceeds that minimum.

### **3-B Working Hours (Adjustment) Act (WAA)**

#### **Article 2 of the WAA**

1. The employee may ask the employer to adjust the working time following from his contract of employment or appointment under public law if the employee has been employed by that employer for at least one year prior to the intended commencement date of that adjustment. For the calculation of the period of one year, any periods in which work is done that succeed each other with an interruption of not more than three months shall be added up. The preceding sentence shall apply accordingly to periods in which work is done for different employers who may reasonably be deemed to be each others' successors with regard to the work done.
2. The request for adjustment of the working time shall be submitted in writing to the employer at least four months before the intended commencement date of the adjustment, with a statement of the commencement date, the extent of the adjustment of the working time per week or, if the working time has been agreed for another period, for that period and the desired distribution of the hours throughout the week or the period otherwise agreed. The employee may submit a new request at most once in every two years after the employer has accepted or rejected a request for adjustment of working time.
3. The employer shall consult with the employee about his request.
4. The employer shall grant the employee's request for adjustment of the working time in so far as it concerns the commencement date and the extent of the adjustment, unless there are opposing business or service-related interests of a serious nature.
5. The employer shall determine the distribution of the hours in accordance with the employee's wishes. The employer may change the desired distribution of the hours if he has such an interest in this that the employee's wishes must yield for it according to standards of reasonableness and fairness.
6. The decision on the request for adjustment of the working time shall be communicated by the employer to the employee in writing. If the employer does not grant the request or determines the distribution of the hours contrary to the employee's wishes, this shall be notified along a written statement of the reasons.
7. In the event of reduction of the working time, an interest shall in any case be regarded as a considerable business or service-related interest if the said reduction results in serious problems:
  - a. for the conduct of business in the event of reoccupation of the hours released;
  - b. in the field of safety, or
  - c. for roster/time-scheduling.
8. If the working time is increased, an interest shall in any case be a considerable business or service-related interest, if the said increase results in serious problems:
  - a. of a financial or organizational nature;
  - b. owing to the absence of sufficient work, or
  - c. because the determined staffing level or personnel budget is insufficient for the purpose.
9. If the employer has not decided on the request one month before the intended commencement date of the adjustment, the working time shall be adjusted in accordance with the employee's request.

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

10. This article or one or more of its parts may only be deviated from with regard to an increase of the working time by a collective labour agreement or by a scheme by or on behalf of a competent administrative body or, if a collective labour agreement or scheme does not apply or contains no provision on the subject, if the employer has reached written agreement on the subject with the works council or, in its absence, with the employee representatives.

11. This article shall not apply to an employer with fewer than 10 employees. He must make an arrangement in connection with the right of employees to adjustment of the working time.

### **3-C Work and Care Act**

#### **Emergency leave and other forms of short-term leave – Article 4:1**

1. The employee shall be entitled to leave with the retention of salary for a short, reasonable period in which he is unable to perform his work because of:

- a. highly exceptional personal circumstances;
- b. a duty imposed by law or the government without financial remuneration, the fulfilment of which cannot take place in his spare time;
- c. the exercise of the right to vote in elections.

2. Highly exceptional personal circumstances shall in any case include:

- a. the spouse, registered partner or unmarried cohabitee of the employee giving birth;
- b. the death and funeral of a member of his household or of a relative by blood or marriage in the direct line and in the collateral line to the second degree.

#### **Paternity leave – Article 4:2**

After the employee's spouse, registered partner, unmarried cohabitee or the person whose child he acknowledges gives birth, the employee is entitled, during a period of four weeks, to leave with retention of salary for two days on which he would usually otherwise work. The right exists as of the first day on which the child actually resides at the same address as the mother.

#### **Short-term care leave**

##### Article 5:1

1. The employee is entitled to leave for essential care in connection with an illness suffered by a person within the meaning of the second paragraph.

2. The persons referred to in the first paragraph are as follows:

- a. the employee's spouse, registered partner or unmarried cohabitee;
- b. a child living at home with whom the employee has a parental relationship within the meaning of family law;
- c. a child of the employee's spouse, registered partner or unmarried cohabitee who lives at home;
- d. a foster child who, as evidenced by extracts from the municipal population register, lives at the same address as the employee and is cared for and raised on an enduring basis in his family on the basis of a fostering contract within the meaning of article 22, paragraph 1 of the Juvenile Care Act;
- e. a blood relation in the first degree who is not a child.

##### Article 5:2

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

In each period of 12 successive months the leave shall amount to a maximum of twice the weekly working time. The 12-month period shall commence on the first day on which the leave is taken.

**Article 5:4**

1. The leave shall commence at the time when the employee notifies the employer that he is taking it.
2. The leave shall not commence or in any case shall end as soon as the employer makes known to the employee that he has such a considerable business or service-related interest that opposes the taking or continuation of the leave that the employee's interest must yield to it according to standards of reasonableness and fairness.
3. An employer who receives notice from an employee, who is not a military civil servant, and who does not invoke a considerable business or service-related interest in relation to that notice, cannot do so at a later stage.

**Long-term care leave**

**Article 5:9**

The employee is entitled to leave with retention of salary for the care of a person who is critically ill if that person is:

- a. the employee's spouse, registered partner or unmarried cohabitee;
- b. a child with whom the employee or the person referred to under (a) has a parental relationship within the meaning of family law, or a foster child of the employee within the meaning of article 5:1, paragraph 1(d);
- c. a blood relation of the employee in the first degree.

**Article 5:10**

1. In each period of 12 successive months the leave shall amount to a maximum of six times the weekly working time. The 12-month period shall commence on the first day on which the leave is taken.
2. The leave will be taken weekly during a consecutive period of no more than 12 weeks.
3. The number of hours' leave per week shall be no more than half of the weekly working time.
4. In deviation from the second and third paragraph, the employee can request of the employer:
  - a. leave for a longer period than 12 weeks up to a maximum of 18 weeks, or;
  - b. more hours' leave per week than half of the weekly working time.

## ANNEX 4

### 4-A Framework Regulations on Course-of-life Saving Scheme

1. Duration

Course-of-life leave can be taken for a maximum of 13 weeks, unless this leave is taken in the context of early retirement.

2. Working hours

a. Course-of-life leave can be taken full-time or part-time.

b. Full-time course-of-life leave may not be extended using other forms of leave regulated by statute, such as by taking holidays, parental leave and adoption leave.

c. If the employee wishes to take a number of periods of unpaid leave in quick succession, the intervening period must be at least 13 weeks. As a rule it is not possible for leave to be terminated prematurely.

3. Application for course-of-life leave

An application for course-of-life leave must be submitted at least four months prior to the commencement of the desired leave.

4. Approval of course-of-life leave

a. The application for course-of-life leave must be approved by the employer.

b. The employer shall notify the employee about the decision on the application no later than one month after receiving it.

5. Determination of exchange value

For the taking of course-of-life leave, the exchange value for one day of leave is set at 0.43% of the annual income.

6. Job-related bonuses and other emoluments

Bonuses and other job-related emoluments, in so far as they relate to activities connected with the performance of the job or the reimbursement of expenses incurred in the job, with the exception of a company car provided by the enterprise, shall be suspended during the period of course-of-life leave.

7. Company car

a. Where the employer provides a company car, the employer can oblige the employee to pay a personal contribution for use of the car during the course-of-life leave.

b. If the course-of-life leave is taken immediately prior to the retirement date, the provision contained in (a) can apply only during a period of no more than 13 weeks from the date of commencement of the course-of-life leave. The car must be returned to the employer thereafter.

8. Disability during leave period
  - a. If the employee becomes disabled during the leave period, he will not be entitled to terminate the leave payment and to claim continued payment of his salary by the employer during the period of illness.
  - b. If the employee remains disabled after the leave ends, the right to continued payment of salary by the employer shall resume immediately once the leave ends.
  - c. The employee must report himself sick to his employer and comply with the requirements and procedures laid down by the employer.
  
9. Other provisions
  - a. Reference is also made to the statutory regulations on course-of-life leave, particularly in relation to disability and the continuation of social security provisions.
  - b. Pension entitlements shall be accumulated only if the employer's pension scheme makes provision for this and if and in so far as the employee continues to pay the agreed personal portion of the pension contributions.

#### **4-B Framework Regulations on Working from Home**

1. On the basis of the conditions specified in paragraph 2 the CAO parties recognise the necessity for working from home to be properly regulated and periodically evaluated. The manner in which working from home takes place is a matter for employers and employees to arrange individually.
2. The minimum requirements for working from home are as follows:
  - Work must take place at the home on a regular basis and at least one day per week.
  - Working from home must not be to the detriment of the manageability of the enterprise.
  - Good working conditions must be guaranteed when working from home.
  - Proper arrangements must be made regarding the work and other matters and dealing with at least the following points:
    - o reimbursement of business expenses incurred when working from home;
    - o the facilities and infrastructure provided to the home worker;
    - o contacting the employee and the employee's working times;
    - o Whether working-hour supplements are applicable. Work that at the office would not normally be done during hours in which supplements are applicable shall not create any entitlement to such supplements when done at home, irrespective of the time when the employee performs this work.
    - o The arrangements made regarding working from home shall be recorded in writing.

## SCHEDULE 5

### USEFUL ADDRESSES

#### **Sectoral Consultant on Working Conditions**

Mr K. de Jong  
Postbus 67  
3190 AB Hoogvliet - Rt.  
Tel. no.: 010 295 1695  
Mobile: 0652 500 877  
Fax: 010 295 1217  
E-mail: [karel.de.jong@arbounie.nl](mailto:karel.de.jong@arbounie.nl)

#### **KC Handel - Kenniscentrum Handel (Trade Knowledge Centre)**

Horapark 2  
Postbus 7001  
6710 CB Ede  
Tel. no.: 0318 698 498  
Fax: 0318 638 572  
E-mail: [info@kchandel.nl](mailto:info@kchandel.nl)  
Internet: [www.kchandel.nl](http://www.kchandel.nl)

#### **SOG - Stichting Opleidingsfonds Groothandel (Training Fund for Wholesale Trade)**

Fokkerstraat 5  
2811 EN Reeuwijk  
Tel. no.: 0182 699 220  
Fax: 0182 699 206  
E-mail: [algemeen@stog.nl](mailto:algemeen@stog.nl)  
Internet: [www.sog.nl](http://www.sog.nl)

#### **Ministry of Social Affairs and Employment**

Postbus 90801  
2509 LV The Hague  
Documentation: 0800 9051  
Health and Safety Inspectorate: 070 333 44 44  
Internet: [www.minszw.nl](http://www.minszw.nl)

#### **Syntrus Achmea – Administration of FKB/VUTECH**

Molenwerf 2-8  
Postbus 9251  
1006 AG Amsterdam  
Tel. no.: 020 607 44 44 (general enquiries)  
Fax : 020 607 44 99  
Internet: [www.pvf.nl](http://www.pvf.nl) / [www.vptech.nl](http://www.vptech.nl)

## **ANNEX 6**

### **CAO PARTIES**

#### **CNV Services Federation**

Head Office:  
Polarisavenue 175  
Postbus 3135  
2130 KC Hoofddorp  
Tel. no.: 023 565 1052  
Fax: 023 565 0150  
E-mail: [cnvdienstenbond@cnvdibo.nl](mailto:cnvdienstenbond@cnvdibo.nl)  
Internet: [www.cnvdienstenbond.nl](http://www.cnvdienstenbond.nl)

#### **De Unie, industry and service sector union**

Head Office: UniePlaza  
Multatulilaan 12  
Postbus 400  
4100 AK Culemborg  
Tel. no.: 0345 851 851  
Fax: 0345 851 500  
E-mail: [info@unie.nl](mailto:info@unie.nl)  
Internet: [www.unie.nl](http://www.unie.nl)

#### **FNV Bondgenoten (Dutch trade union federation)**

Union office:  
Varrolaan 100  
Postbus 9208  
3506 GE Utrecht  
Tel. no.: 030 273 82 22  
Fax: 030 273 82 25  
E-mail: [info@bg.fnv.nl](mailto:info@bg.fnv.nl)  
Internet: [www.bondgenoten.fnv.nl](http://www.bondgenoten.fnv.nl)

#### **Werkgevers Technische Groothandel (Employers' Organization for the Technical Wholesale Trade)**

Bezuidenhoutseweg 12  
Postbus 93002  
2509 AA Den Haag  
Tel. no.: 070 3490 755  
Fax: 070 3490 771  
E-mail: [wtg@wtg.nl](mailto:wtg@wtg.nl)  
Internet: [www.wtg.nl](http://www.wtg.nl)

## LIST OF ABBREVIATIONS AND CONCEPTS

AAW	General Invalidation Benefits Act
ABW	National Assistance Act
Anw	Surviving Dependents Act
AOW	General Old Age Pensions Act
Arbowet	Working Conditions Act
ATW	Working Hours Act
AVV	Order declaring a collective agreement binding
AWBZ	Exceptional Medical Expenses Act
BBA	Extraordinary Labour Relations Decree
BW	Dutch Civil Code
CAO	Collective Labour Agreement
COR	Central Works Council
CWI	Centre for Work and Income
FKB	Fund for Collective Interests
GOR	Group Works Council
IVA	Regulations on provision of income for the fully disabled
OR	Works Council
Pemba Forces) Act	Occupational Disability Insurance (Differentiation in Contributions and Market
PW	Pensions Act
PVT	Employee Representatives
REA	Disability (Reintegration) Act
SER	Social and Economic Council
SZW	Ministry of Social Affairs and Employment
TW	Supplementary Benefits Act
UWV	Administration Agency
VP-TECH	Early Pension Scheme of the Technical Wholesale Trade
VUTECH	Scheme for Voluntary Early Retirement from the Technical Wholesale Trade
WAA	Working Hours (Adjustment) Act
Waadi	Placement of Personnel by Intermediaries Act
Wajong	Occupational Disability Benefits (Handicapped Young Persons) Act
WAO	Disability Insurance Act
WBA	Directors' Liability Act
Coverage	Indicates to which kind of enterprise the CAO applies
Wet AVV	Act on declaring provisions of collective labour agreements binding and not binding. As a result, non-members may also come under the
Wet CAO	Act on Collective Labour Agreements
WGA	Resumption of Work (Partially Fit Persons) Regulation
WIA	Work and Income (Fitness for Work) Act
WLV	Wage Formation Act
WMCO	Collective Redundancy (Notification) Act
WMK	Medical Examinations Act
WML	Minimum Wage and Minimum Holiday Allowance Act
WOR	Works Councils Act

**CAO Technical Wholesale Trade****1 January 2008 – 31 March 2010**

Wulbz	Continued Payment of Salary (Sickness) Act
WW	Unemployment Insurance Act
ZFW	Compulsory Health Insurance Act
ZW	Sickness Benefits Act

## **SUBJECT INDEX**

(the figure beside the keyword refers to the CAO article, annex or chapter in which the subject is dealt with)

### **A**

Appointment	16, 18, 19, annex 3-A
Adoption leave	43
Addresses	annexes 4 & 5
- CAO parties	annex 5
- useful addresses	annex 4
On-call workers	19, 20
Work and Care	43
Working time	20, 23, part 5, annex 3-A
Labour market	68, V-D
Working conditions	63, V-C
Disability	46 thru 52, 54
Contract of employment	11, 14 thru 18, 20, 32, 44, 67 thru 69, annex 3-A, annex 3-B
- individual	15
- for a definite period	11, 17, annex 3-A
- for an indefinite period / permanent	11, 16, annex 3-A
Working hours	16, 20, 28, 36, 40, 44
Working Conditions Catalogue	V-C

### **B**

Close-down of business	46, 55
Sectoral pension fund	V-E
Remuneration	14, 31, 33, 46, 64, 68
Remuneration system	33, 55, annex 2
Maternity leave	43, 46
Security services	36, 37, 39, 40
Sectoral consultant on working conditions	V-C, annex 5
Sectoral Risk Inventory & Evaluation	V-C
Gross monthly salary	14, 30 thru 32, annex 1
Projects abroad	72
Dutch Civil Code	annex 3
Special leave	43, 44, 58

### **C**

Emergency leave	43, annex 3-C
CAO à la Carte	58
CAO parties	annex 5
CAO Scheme A	36
CAO Scheme B	37
CAO Scheme C	38
CAO Scheme D	39
CWI	66

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

**D**

Part-time work	20, 28, 40, annex 3-B
Definitions	1 thru 14
Employment	10, 11, 15, 16, 18, 20, 28, 32, 34, 40
Three-shift duty	39

**E**

End-of-year bonus	32
Electronic articles	6
Electrical articles	6
Employability	64, V-D

**F**

Public holidays	36, 42
FKB	68, annex 4
Job (group)	10, 16, 23, 25, 26, annex 1

**G**

Bonus	14, 58
Wholesale trade	1

**H**

Sales representatives	10, 14, 23, 28, 36, 37, 39, 40, 46, 49
Domestic articles	7

**I**

Income	14, 45, 46, 49, 52, 58
--------	------------------------

**J**

Annual income	14, 58
---------------	--------

**K**

Short-term leave	43, annex 3-C
Short-term care leave	43, annex 3-C
Paternity leave	43, annex 3-C

**L**

Long-term care leave	43
Student	68
Readability	V-B
Course-of-life saving scheme	30, 32, 43, 52, 53, 58, IV-A, annex 1, 4-A
Wages	14, 32, 47, 54
Wage increase	32
Duration of CAO	59

**M**

Monthly salary	14, 30 thru 32, annex 1
Metalware	4

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

Metals (non-ferrous)	3	
Environment		IV-E
Minimum (youth) wage	47, 52, 68	
<b>O</b>		
Works Council	21, 33 thru 35, 37, 38, 46, 57, 64, 65, 67, 70, IV-F, annex 2	
Enterprise scheme	38	
Education		68
Expense allowances	22	
Training		68, annex 4
Stand-by workers		19, 20
Termination		44, annex 3.2
Period of notice		18, 46, annex 3.2
Older employee		40, 46
Parental leave	43	
Premium transfer allowance		32
Death	44, 54	
Overtime work		14, 20, 31, 40, 49
<b>P</b>		
Breaks	34	
Pension	58, 64, IV-C	
Increment	16, 23, 28	
Personnel policy	64	
Employee representatives	34, 35, 37, 38, 46, 64, IV-F, annex 2	
Foster parenting		43
Shift duty	14, 39	
Performance-related pay		14
Trial period	16, annex 3.2	
Commission	14, 23, 46, 49	
<b>R</b>		
Risk Inventory & Evaluation		V-C
<b>S</b>		
Salary	16, 19 thru 21, 23, 27 thru 32, 36, 37	
Salary scales	16, 28, 32, 37, annex 1	
Sanitary articles	5	
Schooling	26, 28, 45, 68	
Social policy	65	
Save-as-you-earn scheme		58, IV-A
Steel	2	
Traineeship		68
Managing director under the articles		24
Study	58	

**CAO Technical Wholesale Trade**  
**1 January 2008 – 31 March 2010**

**T**

Working from home	IV-D, annex 4-B
Bonuses	14, 16, 21, 23, 31, 35 thru 42
Two-shift duty	39

**U**

Excluded from the CAO	8, 24, 55
Payments	
- non-recurring	32
- death	54
- WAO (Disability Insurance Act)	49
Temporary workers	12, 21, 28
Hourly salary	20, 30, 36, 40 thru 42

**V**

Holiday	46, 47, 55, 58, annex 3-A
Union levy	71
Trade unions	13, 32, 33, 45, 65, 67, 69, 70 annex 5
Permanent Committee	8, 33, 46, 55 thru 57, 62, 70, annex 2
Leave	16, 43 thru 47, 58, annex 3
Voluntary Early Retirement	16, 45, 52, 64
Insurance	47, 49, 50 thru 52, 54, 58
Absenteeism	44, 45, 63, IV-G
Early pension	16, 45, 52
Vutech	16, 45, 52

**W**

WAO	51
Working day	34, 47, 49, 52, 54
Work experience places	IV-E
Job opportunities	67
Employer	8, 9, annex 3.2
Employers' organization	annex 5
Coverage	1 thru 9, annex 4
Employee	10, annex 3.2
Employees' organizations	13, 69, annex 5
Working hours	16, 23, part 5, 64, 70, V-A
Working week	34
Recruitment policy	66
Statutory provisions	annex 3
WIA	68
Profit sharing scheme	IV-A

**Z**

Illness	44, 46, 49, 54, 63, annex 3-A
Medical expenses	58
Work on Sundays	36, 40, 41
Pregnancy leave	43