

Collective Labor Agreement

Duration 1 April 2023 to 1 July 2024

Duration of early retirement (RVU) scheme until 31 December 2025



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Fibrant B.V., located in Urmond (hereinafter referred to as: “**Fibrant B.V.**” or “**Employer**”)

and

FNV, located in Utrecht

CNV Vakmensen, located in Utrecht

Vakbond De UNIE, located in Culemborg

SYNERGO-vhp, located in Heerlen

Vakbond ABW, located in Heerlen

Hereby declare,

on behalf of the employees of **Fibrant B.V.**, have entered into a collective labor agreement (“Fibrant B.V. CLA”);

that the Fibrant B.V. CLA has been entered into for the period from **1 April 2023 to 1 July 2024**, and shall terminate without the requirement of notice.

Chapter I GENERAL

Article 1 Whom does the CLA apply to?

The CLA applies to employees who have an employment contract with Fibrant B.V. in salary scales C33 to C44. The employer and the employee in a solitary position in wage scales C43 and C44 may agree on which provisions of this collective labour agreement require adjustment or remain inapplicable.

Article 2 Duration

The duration of the CLA shall be 1 April 2023 to 1 July 2024. The CLA ends by operation of law on 30 June 2024. Notice is therefore not required.

Article 3 Standard CLA

The CLA is a standard CLA. This means that Fibrant B.V. may not deviate from the agreements in the CLA to the detriment or advantage of the employee. Deviations are possible if the article explicitly states so.

Article 4 Disputes

The employer or employee may submit a question or dispute concerning the application or interpretation of this CLA in writing to the Organised Consultation at Fibrant B.V. (the OC).

The OC consists of representatives appointed by the employer, and the union executives of the trade unions that are parties to this CLA. The OC shall make a decision regarding the question or dispute and will issue an opinion. If the OC reaches a unanimous decision, the advice is binding.

Article 5 Diversity and Equal Treatment

Fibrant B.V. is committed to equal opportunities and equal appreciation in the workplace. Fibrant strives for an inclusive work environment where all employees, regardless of their differences and talents, feel welcome and valued for their contributions.

The Code of Conduct and Speak Up! policy are leading in this regard.

Article 6 Gross Amounts

All amounts stated in this CLA are gross amounts. Where possible, Fibrant B.V. takes advantage of tax exemptions.

Article 7 Part-Time Employees

All amounts and agreements in the CLA are based on a full-time employment contract. For part-time employees, the amounts and arrangements apply pro rata, unless otherwise stated in the article.

Article 8 Definitions

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

- a. employer: Fibrant B.V., located in Urmond.
- b. trade unions: each of the trade unions that have signed this CLA.
- c. working hours: the time located between 07:00 and 19:00, Monday to Friday.
- d. public holidays are: New Year's Day, both Easter days, Ascension Day, both Pentecost days, both Christmas days, King's Day and, in anniversary years, Liberation Day (5 May).
- e. annual salary: the agreed gross annual salary including statutory holiday allowance.

- f. annual income: gross annual salary plus
 - any shift work allowance in accordance with Article 14.
 - any fixed standby allowance in accordance with Article 18.
 - any supplements under the supplementary arrangement (Annex 1).
 - any guaranteed supplement under the long-term disability compensation scheme (Annex 2).
- g. hourly wage: 0.048% of the full-time annual salary. The basis for determining the value of the hourly wage is the annual salary divided by 2087 working hours per year (full-time working hours for an average of 365 1/4th days per year is 2087 hours).
- h. My Choice budget: the employee's personal choice budget as referred to in Article 40.
- i. reading guide: Where "he" or "him" is mentioned in the collective labour agreement, "she" or "her" is also implied.
- j. continuous shift: a shift schedule in which the employee is scheduled for morning, afternoon and night shifts.
- k. years of service: the period during which an employee has been continuously employed by the employer or its legal predecessor, or by one of those companies in which the employer has a minimum participation of 50%.

Article 9 Employment Contract and Probationary Period

Fibrant B.V. and the employee sign an employment contract. The CLA forms part of this employment contract.

The employment contract is valid indefinitely. Fibrant B.V. and the employee may agree in special cases that the employment contract is for a fixed term.

Contract	Probation
Fixed term of 6 months or less	None
Fixed term longer than 6 months but shorter than 2 years	1 month
Fixed term of 2 years or more, or an indefinite term	2 months

Fibrant B.V. and the employee may agree on a shorter or no probationary period.

Article 10 Content of the Employment Contract

The employment contract shall specify:

1. the date of commencement of employment.
2. whether the employment is for a fixed or indefinite period.
3. in the event of fixed-term employment, its duration.
4. the probationary period.
5. the job title and associated job group.
6. the weekly working hours.
7. the gross annual salary.
8. the applicability of the CLA.

Article 11 Termination of Employment Contract and Notice Period

The notice period depends on the employee's salary scale:

Salary scale	Notice period
C33 to C35	1 month
Other scales	3 months

The notice period shall be the same for Fibrant B.V. and the employee. If the employee gives notice, the employee and their manager may agree on a shorter notice period. Notice can be given on any calendar day. This means that the notice period starts on that day. The employment contract shall end by operation of law on the day preceding the day on which the employee reaches the legal AOW (retirement) age. Notice is not required in such cases.

Chapter II WORKING HOURS AND SHIFT WORK ALLOWANCE

Article 12 Working Hours

Employees with full-time contracts have an average working week of 40 hours. For employees with a part-time employment contract, the normal working hours will be determined pro rata.

Article 13 Part-Time Employees

Employees may, at their own request, agree with Fibrant B.V. to work less than the full-time working hours.

Article 14 Duty Roster and Shift Work Allowance

For employees in salary scales C33 to C41 working in an early-late rotating shift, or shift work, a shift work allowance applies.

Employees with part-time employment contracts have an adjusted duty roster in proportion to their working hours. Fibrant B.V. calculates the applicable shift work allowance for an employee using the method agreed upon with the trade unions.

Employees will receive the shift work allowance pro rata over a calendar month if their duty roster changes temporarily (3 days or more), or changes permanently.

Duty Roster	Explanation	Shift work allowance as % of annual salary
Day Shift	The employee normally works during the day shift with an average working time of 40 hours per week.	0
Standard 2-shift operation	The employee normally works a proportional number of morning or afternoon shifts on the first five days of the week, and regularly rotates between those shifts. The duty roster has an average of 10 shifts every 2 weeks and an average working time of 40 hours per week.	13.5
Standard 5-shift operation	The employee normally works a proportional number of morning, afternoon or night shifts on all days of the week, and regularly rotates between those shifts. The duty roster has an average of 219.15 shifts per calendar year and an average working time of 33.6 hours per week.	30

A customised schedule for a specific business unit will be determined by Fibrant B.V. in consultation with the competent works council (right of consent).

Article 15 Telecommuting

Working from home can contribute to a better work-life balance. The employer will establish a work-from-home policy in consultation with the works council. A work-from-home arrangement agreed upon with the works council shall meet the following conditions at least:

- The workspace must be set up in accordance with occupational health and safety standards.
- The employer is responsible for providing a safe and healthy workspace, regardless of whether an employee works in the office or remotely.
- While working from home, employees are also responsible for ensuring proper use of their workspace.
- It will be specified by whom, in what manner, and to what extent telecommuting and working hours can be utilized, and how this will be determined between the employee and their manager.
- It will be stipulated which (ICT) facilities the employer will provide to the employee.
- Employees will receive a daily allowance of €2.15 net in connection with working from home, taking into account tax opportunities.
- In addition, employees can claim a net amount of €500 for the purchase of office furniture (depreciated over five years).

Maintaining a healthy work-life balance is important for staying healthy and vital. In this regard, the employee has the right to be unreachable outside the individually agreed working hours, unless there are special (urgent) circumstances that require accessibility. In case such circumstances arise, the employee and manager will make agreements in advance to the extent possible. During the term of this CLA, experiences with employees will be evaluated during periodic consultations.

Chapter III SUPPLEMENTS AND COMPENSATION

Article 16 Overtime and Additional Hours

Overtime

Overtime is when the employee, at the instruction of Fibrant B.V., works more than half an hour beyond the normal full-time working hours according to the employee's applicable duty roster. If the starting time of the shift is shifted, the extra time does not count as overtime.

Employees are obligated to work overtime when deemed necessary by Fibrant B.V. This does not apply to employees who are 55 years of age or older.

Employees under 21 years of age are not required to work overtime on Sundays and public holidays unless it is necessary due their position in the 5-shift roster.

For employees classified in salary scales C33 through C38 and C39, continuous shift may compensate an equal number of hours of overtime for time off instead (compensatory time off). The following conditions apply:

- the business circumstances allow for it.
- it occurs within 3 months.
- preferably, time off should take place within regular working hours, but can also be done outside, if this is feasible from a business perspective.

In addition, these employees shall receive a supplement to their hourly wage for overtime.

For the group of employees in C39 working the day shift, it is possible to have overtime hours paid out (without the supplement) if it is not possible to take the time off within a 6-month period.

The remaining employees shall receive one hour of compensatory time off per hour of overtime worked.

Hours on	Overtime Supplement as a Percentage of the Hourly Wage	
	Hours immediately preceding or following the shift	Hours that do not directly connect to the shift (with one hour or more in between)
Monday to Friday	50%	75%
Saturday	75%	100%
Sunday	100%	150%
Public Holidays	150%	200%

If more than one supplement from this table is applicable at the same time, the employee will only receive the highest one.

Additional Hours for Part-Time Employees

Additional hours occur when the part-time employee, under the instruction of Fibrant B.V., works more than half an hour beyond their designated working hours but less than the normal full-time hours according to the duty roster. The part-time employee receives one hour of compensatory time off for each additional hour worked.

The following conditions apply:

- the business circumstances allow for it.
- it occurs within 6 months.
- preferably, time off should take place within regular working hours, but can also be done outside, if this is feasible from a business perspective.

If the additional hours are not used within 6 months, the additional hours will be paid with a surcharge amounting to 47.89% (subject to the shift allowance of 30% also being taken into account) X surcharge of 19.7% for the average employer's contribution to the pension scheme. (*)

If the part-time employee works additional hours outside their regular working hours, they will also receive compensation based on an hourly wage. (*)

(*) A note regarding additional hours for part-time employees has been added as Annex 5, Article 2 to this CLA.

Article 17 Temporary Performance of Higher Position

Employees classified in one of the salary scales C33 to C38, who temporarily assume a position in a higher salary scale, will receive compensation of half an hourly wage per full service rendered.

Article 18 Standby Duty

Standby duty occurs when the employee, under the instruction of Fibrant B.V., must be available at any given time outside their normal rostered hours to commence work as soon as possible.

The conditions for compensation are as follows:

- the standby duty is under the instruction of Fibrant B.V.
- the employee is classified in salary scales C33 to C41.

During standby duty, the employee will receive a daily premium of:

Times	Standby allowance
Monday to Friday	0.088% of the full-time annual salary
Saturday and Sunday	0.204% of the full-time annual salary
Per call to work	0.075% of the full-time annual salary
Hours worked on a call-to-work basis	Compensated either by payment or time off in lieu thereof, similar to overtime

Employees with standby duty as a permanent part of their duty roster shall receive a pre-calculated (average) allowance.

The standby duty roster is determined in advance by Fibrant B.V. Employees are required to work standby shifts. This obligation does not apply to employees 55 years of age or older.

Article 19 Extra Attendance

Employees classified in one of the salary scales C33 to C38 who don't have standby duty will be paid an hourly wage if:

- they are called back to the company after leaving or
- they are called in for another shift, after they arrive at the company and are unable to work the shift according to the duty roster, either partially or entirely.

Article 20 Working According to the Duty Roster on Public Holidays

Employees classified in any of the salary scales between C33 and C41 who work on a public holiday according to the duty roster, or as reservist shall receive a 250% premium on their hourly wage for each hour worked.

If the employee is scheduled to work on a public holiday but does not have to work, their income will be paid, and they will not need to deduct vacation hours for that day.

Employees permanently working the continuous shift who are called in to work on a public holiday, on which they are not scheduled to work according to the duty roster and who work less than 8 hours in that shift due to the time of the call, will be paid for the full shift. Sundays and public holidays start at 00:00 and end at 24:00.

Article 21 Shifted Hours

Shifted hours are hours worked by employees outside their normal duty roster without exceeding the normal working hours per day.

For shifted hours, the employee will receive a premium of one hour's pay.

The conditions for this are as follows:

- the hours are shifted at the instruction of Fibrant B.V.
- the employee is classified in salary scales C33 to C38.
- the shift in the schedule is at least half an hour and falls (partially) outside the regular working hours.

Article 22 Shift Premium

Employees working in a shift system who temporarily work in a different duty roster receive a shift premium.

The premium for the shift change is three times the hourly wage.

The conditions for this are as follows:

- the shift change in the other duty roster occurs at the instruction of Fibrant B.V.
- the employee is classified in salary scales C33 to C38.
- the boundary of the other shift falls outside the regular working hours.

If the employee works a minimum of 5 consecutive shifts in the temporary roster, and then returns to their original roster, the employee will receive the shift premium again.

Article 23 Travel Expenses for Commuting

Employees will receive a travel allowance of €0.21 per kilometre for a travel distance of up to 60 kilometres per day (round trip) and for up to 216 working days per year under a full-time employment contract. The commute distance is determined by Fibrant B.V. using the ANWB route planner based on the fastest route.

This kilometre allowance does not apply to employees who:

- use other commute services paid for by Fibrant B.V. (e.g. train tickets).
- have a company car.

Article 24 Business Travel Expenses

If the employee needs to travel for business purposes and uses public transportation or a rental car provided by Fibrant B.V., then Fibrant B.V. will reimburse the incurred costs.

If the employee needs to travel for business purposes and uses their own vehicle, they will receive €0.28 per kilometre. The employee should deduct the kilometres making up the commute (maximum 60 kilometres per day round trip) from this.

This reimbursement does not apply to employees with a company car.

Article 25 Emergency Response Duties

Employees who are Emergency Response Officers will receive a one-off payment after obtaining the required diploma/certificate.

Thereafter, employees who are Emergency Response Officers will receive an annual allowance. The condition is that they participate in refresher courses and (preparation for) exercises.

If (refresher) courses and (preparation for) exercises take place outside of working hours, these hours will be considered as overtime.

Overview of compensations:

Emergency Response Officers	One-time compensation for obtaining diploma	Annual compensation
ERO	As of 1 December 2022, €470 As of 1 April 2023, €509	As of 1 December 2022, €586 As of 1 April 2023, €634

Payment of the compensation will take place in the month of February of the following calendar year.

Termination for Medical or Business Reasons

Number of years	One-time gross payment
< 10 years	€825
≥ 10 years	€1,000
≥ 15 years	€1,500
≥ 20 years	€2,000
≥ 25 years	€2,500

ERO anniversary allowance

Number of years	One-time gross payment
10 years	€300
15 years	€500
20 years	€700
25 years	€750
30 years	€750

ERO indexation

ERO allowances will be indexed annually by the general salary adjustment agreed in the previous calendar year.

Chapter IV HOLIDAYS AND LEAVE

Article 26 Accrual of holiday hours

Employees are entitled to 160 statutory and 40 non-statutory holiday hours per calendar year.

Upon commencement or termination of employment, employees are entitled to holiday hours proportionate to the number of days worked in that year.

Employees whose employment is terminated by Fibrant B.V. due to reaching the AOW (retirement) age shall be granted the full number of annual holiday hours.

Employees unable to work due to incapacity for work accrue full statutory holiday hours. They only accrue non-statutory holiday hours during the last 6 months of incapacity for work.

Article 27 Taking Holiday Hours

Employees shall determine their holiday hours in consultation with Fibrant B.V. Employees are entitled to a period of at least 3 consecutive weeks' holiday unless business circumstances do not allow it. The consecutive holiday period is at least 2 weeks in any case.

Employees must request consecutive holiday periods of two weeks or longer in a timely manner, no later than 1 January. This way, Fibrant B.V. can inform everyone by 1 February whether the requested holiday can be taken. The manager may deviate from the arrangement in consultation with the employee(s).

A scheduled holiday may be rescheduled to a later date due to business circumstances.

Employees shall take the statutory holiday hours in the calendar year in which they are accrued. If, due to exceptional business circumstances, this is not possible, employees shall take the remaining statutory holiday hours in the following calendar year before using any other hours.

Article 28 Holiday and Incapacity for Work

Employees who are incapacitated for work also take holiday hours for holidays.

Employees who become incapacitated for work during their holidays report sick according to the regular procedure. Days on which the employee is incapacitated for work do not count as holidays.

Article 29 Accumulation and Expiration of Leave

Holiday entitlements expire after five years from the last day of the calendar year in which the entitlement arose.

Article 30 Collective Leave

Fibrant B.V. can collectively designate a maximum of 24 holiday hours. This is done before the start of the calendar year and in consultation with the relevant works council.

Article 31 Unpaid Leave

Employees can take up to 10 days of unpaid leave. The condition is that Fibrant B.V. deems that business circumstances permit this. For each hour of unpaid leave, the value of one hour is equal to the formula for calculating the purchase of leave in My Choice.

Article 32 Special Leave

Employees are entitled to special leave in the event of:

Event	Duration
Marriage / entering into a registered partnership	5 days
25 th and 40 th wedding anniversary / registered partnership	1 day
Marriage/registered partnership of children, siblings (incl. brother- or sister-in-law)	the day of the event
25 th , 40 th and 50 th wedding anniversary / registered partnership of parents (incl. in-law or step-parents) or grandparents	1 day
Partner's childbirth or adoption	5 days
Death of partner, (foster or step-) children, partner of their child	The time when work absence is necessary until the day of the funeral. Maximum 4 days
Death of their parents, step-parents, foster parents, parents-in-law and grandparents	The time when work absence is necessary until the day of the funeral. Maximum 2 days
Death of siblings (incl. brother- or sister-in-law) and grandchildren, a cohabitating uncle, aunt, nephew or niece	The time when work absence is necessary until the day of the funeral. Maximum 1 day
25, 40 and 50 years of service	2 days
Upon receiving a Royal decoration	1 day
Participation in trade union activities, subject to conditions as agreed with the trade unions	Necessary time required
Participation in the retirement preparation course in the year preceding retirement	Maximum 3 days
Other special circumstances	A short period determined by Fibrant B.V.

For the purposes of special leave, a day shall count as the full working hours applicable to the employee according to their duty roster on that day.

For the purpose of this article, a partner is defined as the person the employee is married to, in a registered partnership with, or with whom the employee cohabits in a sustainable joint household.

Grief Support

As an employee, you may experience the loss of a loved one. The impact is often significant and requires attention and recognition. Everyone goes through this process differently; one employee benefits from structure and sees work as a welcome distraction, while another employee finds processing in the private environment more suitable, and work becomes too burdensome. There is no right or wrong way to grieve. It is a personal process and different for everyone.

For the period following the day of the funeral, Fibrant applies the following principles:

- Grieving is by nature an individualised process: in the event of loss, a discussion always takes place with the manager, a Business Partner People & Culture and employee to make customised arrangements and prevent sickness-related absences.
- Grieving may not always be possible on your own: if professional help is desired from, for example, a grief coach, Fibrant shall facilitate this at the employee's request.
- Grieving requires transparency: in order to provide individualised care, openness is expected from both the employee and the employer. Both parties are asked to reasonably apply the relevant rules and agreements. That said, discussions may arise as to whether it is still reasonable/legitimate for the employee to have (un)(paid) leave. In case of disagreement, Fibrant will seek an opinion from the company doctor (who may seek advice from the grief coach if desired).

Article 33 Adoption and Foster Care Leave

For statutory adoption or foster care leave, Fibrant B.V. will pay the associated portion of the annual income in full for a maximum of 4 weeks. The condition is that the employee cooperates in applying for and transferring the statutory allowance.

Article 34 (Additional) Birth Leave

Partners can take up to 5 weeks of additional birth leave. During this period, they will receive an allowance equivalent to 70% of their daily wage. However, there is a cap of 70% of the maximum daily wage. In addition to the statutory regulation, from 1 April 2021, partner leave will be supplemented to 80% of the actual daily wage (statutory = 70% via UWV) for up to 5 weeks (employee's choice). Pension accrual (on a full-time salary) will also continue during this period.

The employee must take this leave within 6 months of the child's birth. The condition is, however, that an employee has first taken birth leave of one times the number of working hours per week.

Article 35 Job Groups and Salary Scales

Based on job evaluation, the employee's job is classified in one of job groups C33 to C44 with the corresponding salary scale. Each salary scale consists of a minimum, mid-point, and maximum annual salary.

This chapter applies to positions in salary scales C33 to C44.

The (annual) salary scales as of 1 April 2023:

Salary scale	% target	minimum	mid-point	maximum
C33	5%	€30,156	€36,357	€42,559
C34	5%	€32,555	€39,270	€45,985
C34B	5%	€33,597	€40,311	€47,026
C35	5%	€35,434	€42,768	€50,097
C36	5%	€39,160	€47,254	€55,377
C37	5%	€43,731	€52,840	€61,949
C38	5%	€49,915	€60,350	€70,786
C39	5%	€57,471	€69,526	€81,579
C40	5%	€66,156	€80,071	€93,985
C41	5%	€76,254	€92,332	€108,410
C42	12%	€87,559	€106,060	€124,561
C43	12%	€101,543	€123,041	€144,538
C44	12%	€117,823	€142,809	€167,795

The (annual) salary scales as of 1 April 2024*:

Salary scale	% target	minimum	mid-point	maximum
C33	5%	€30,457	€36,720	€42,984
C34	5%	€32,881	€39,663	€46,444
C34B	5%	€33,933	€40,714	€47,497
C35	5%	€35,788	€43,196	€50,598
C36	5%	€39,551	€47,728	€55,931
C37	5%	€44,168	€53,368	€62,568
C38	5%	€50,414	€60,954	€71,494
C39	5%	€58,046	€70,221	€82,395
C40	5%	€66,818	€80,872	€94,925
C41	5%	€77,017	€93,255	€109,494
C42	12%	€88,434	€107,121	€125,807
C43	12%	€102,558	€124,271	€145,983
C44	12%	€119,001	€144,237	€169,473

* From 1 April 2024, the salary scales will be increased by 1%; this as part of Appreciation and Development. This does **not** involve an increase in individual salaries and/or allowances.

Article 36 Appreciation and Development

From Fibrant's ambition, work has been done in recent years – in collaboration with specialists and trade unions – to develop a vision of appreciation and development that better reflects the changing future in which Fibrant operates:

We believe that development and employability are the keys to sustainable success for both of us. We believe that by focusing on talents, our company and your work will become even more enjoyable!

The new methodology offers more flexibility and allows for different types of conversations for each generation in the workplace. Links will be made with the existing Fibrant Vital (FiViT) programme. Development (in the broadest sense) and employability are the core themes.

Salary Increase

The principle within appreciation and development is that everyone performs. Fibrant decouples performance from salary growth, allowing for genuine conversations without financial consequences. This requires a different approach to salary growth.

The salary increase takes place annually on 1 April. The amount of this increase depends on the employee's relative position in the salary scale. Employees in lower scales progress faster through the scale. The scale minimum is based on 70% of the scale maximum (100%). Growth continues until the maximum salary in the salary scale is reached.

Relative scale position	Salary growth (as a % of annual salary)
70%-80%	5%
80%-93%	3%
93%-97%	2%
97%-100%	1%

The one-time performance bonus for employees who have reached the top of their scale will be discontinued. It remains possible to give extra appreciation to an employee, see also Article 41.

In case an employee has reached the top of their scale on 31 March 2024, the performance allowance will be offset against the salary through a one-time compensation. This salary increase is based on the average of the last 3 predicates, adjusted for pension. This amount will become part of the fixed annual salary from 1 April 2024.

The first salary increase based on scale steps depends on the date of employment. Employees hired before 1 October of the calendar year will receive the first scale step on 1 April of the following year. Employees hired on or after 1 October of the calendar year will receive the first scale step on 1 April only after completing a full year of employment.

Article 37 Performance-Based Reward I

The percentage of performance-based reward depends on the individual salary scale:

- For scales C33 to C36, the performance-based reward is 5% of the annual income, based on the achievement of the A and B targets (see table).
- For scales C37 to C41, the performance-based reward is 5% of the annual income, based on the achievement of the A, B and C targets (see table).
- For scales C42 to C44, the performance-based reward is 12% of the annual income, based on the achievement of the A, B and C targets (see table).

Objective	Components	Weights C33 to C36	Weights C37 to C44
A	Fibrant B.V. result agreed between management and the works council of the business unit	50%	30%
B1	Financial goal, agreed upon between management and the works council of the business unit	25%	17.5%
B2	Non-financial goal, agreed upon between management and the works council of the business unit	25%	17.5%
C	Employee's individual goals for the previous calendar year	n/a	35%
	Total	100%	100%

The payment of the performance-based reward that the employee receives depends on the achievement of the results.

The A and B targets can each be a maximum of 150% of the specified percentages.

The general rules are:

- The employee's salary scale on 31 December of the calendar year in which the performance-based reward was achieved determines the applicable target percentage. The employee will receive the payment in the month of April of the following calendar year.
- The benefit percentage is calculated on the annual income of the previous calendar year plus the WAO (occupational disability act), WAJONG (incapacity insurance for the young disabled), and/or WIA (supplementary incapacity insurance) benefit. The performance-based reward is not pensionable.
- Employees who were employed on 31 December of the calendar year will receive performance-based reward. The employee will still receive their payment if their employment contract is terminated before its payment in April of the following year.
- In case the employee leaves employment during the respective calendar year due to retirement, disability or death, the final settlement includes:
 - o the A and B objectives based on 100%, and
 - o the C objective based on the degree of achievement.
- The determined payout percentage is then calculated based on the (paid) annual income.

Article 38 Performance-Based Reward 2

Upon realisation of 100% of the A target, the employee receives a payout of €750.

The payout is a maximum of 150% of €750 based on the table, or a scale appropriate to the size of the reward, in consultation with the works council.

Employees who were employed on 31 December of the calendar year will receive Performance-Based Reward 2. The employee will receive payment in the month of April of the following calendar year.

The employee will still receive their payment if their employment contract is terminated at their own request before its payment in April of the following year or if the employee has left employment due to retirement, disability or death. In the latter case, the payout is received by the surviving dependents.

Achievement (%)	Payout Performance-based reward (%)
≤ 92	0
93	12.5
94	25
95	37.5
96	50
97	62.5
98	75
99	87.5
100	100
101	112.5
102	125
103	137.5
104	150

Article 39 Annual salary payment

Employees have an annual choice as to how they receive their annual salary. Choosing the number of instalments:

- 14 instalments: they receive an extra instalment in May and November.
- 13 instalments: they receive an extra instalment in either May or November.
- 12 instalments: all instalments are equal.

The default is a payment in 14 instalments. For employees who start employment during the year, the default payment is set at 12 instalments.

The payment date is no later than 5 working days before the 1st working day of the following month. Any incidental salary components and allowances are received by the employee no later than the instalment payment in the following month. The employee receives an itemised digital payslip. If Fibrant B.V. has claims against the employee, Fibrant B.V. will deduct these from the instalment payment.

Article 40 My Choice budget

Employees receive a My Choice budget equal to 9.11% of annual salary divided by 12 each month.

Employees can use the My Choice budget to purchase leave. Statutory leave cannot be paid out.

The value of one hour is: $\frac{A}{B-C}$

in which:

A = the sum of the employee's:

- Annual salary.
- My Choice budget.
- fixed shift work allowance.
- fixed standby allowance.

B = the annual (gross) working hours according to the duty roster.

C = the sum of:

- the annual entitlement to statutory and non-statutory holiday hours (200 hours).
- any annual entitlement to SE hours (24 hours).
- the average paid time off on public holidays (48 hours). This point does not apply to employees in a 5-shift work schedule.

Article 41 Bonus

Fibrant B.V. may award the employee a bonus in exceptional situations. This can occur when the employee has delivered an exceptional performance.

Once a year, the Social Affairs Committee of the Works Council receives an anonymised report on the number and size of awards granted.

Article 42 Promotion

Upon promotion to a position in a higher salary scale, the employee receives a 5% increase based on the maximum annual salary of their original scale. The new individual annual salary is at least equal to the minimum and does not exceed the maximum annual salary of the new scale.

Article 43 Supplement for Reduced Paid Work due to Business Reasons

Reduced paid work means:

- work of a lower salary scale.
- loss or reduction of shift and/or standby allowance.

Employees who temporarily perform reduced paid work due to business reasons will maintain their applicable income during this temporary period.

Employees who permanently perform reduced paid work due to business reasons and meets the conditions below will receive a permanent and/or decreasing supplement:

Conditions	Supplement
Age + years of service = 60 or more	Permanent supplement, see Annex 1 Article 2
Due to a loss or reduction of shift allowance and/or standby allowance, the loss of income is at least 3% of the annual salary	Permanent supplement, see Annex 1 Article 2
Loss of annual income is at least 0.5%	Decreasing supplement, see Annex 1 Article 3

Article 44 Demotion for Underperformance

Fibrant B.V. may decide to demote (work in a lower salary scale) an employee if they are unable to maintain the desired level of their position despite their best efforts. If this results in a loss of annual salary for the employee, they will receive a supplement equal to the difference between the original and new annual salary. This difference will be fully phased out by deducting the collective increase of the original annual salary nominally from the difference.

Article 45 Voluntary Demotion

Fibrant B.V. may grant an employee's request for voluntary demotion (work in a lower salary scale). If this results in a loss of annual salary for the employee, they will receive a supplement equal to the nominal difference between the original and new annual salary. This supplement will be fully phased out over a period of 18 months in 18 nominally equal parts.

Chapter VI SUSTAINABLE EMPLOYABILITY

Article 46 Sustainable Employability

Starting from the year in which the employee turns 45, they are entitled to 24 sustainable employability hours (SE hours) per calendar year.

Employees can use these hours to strengthen their employability. They can allocate the hours for: leave, training, or save them for later. The details of the options are specified in My Choice.

Article 47 Senior Compensation Scheme (TOR)

The TOR scheme aims to improve the balance between workload and capacity prior to (pre-)pension and thus contribute to the employee's sustainable employability.

The employee can make use of the TOR scheme from the day they turn 60. Employees aged 60 and older receive 208 hours of TOR leave annually for a period of 4 years (175 hours for employees in a 5-shift work schedule). They will receive this for the first time on 1 January of the calendar year in which they turn 60. Employees utilising the TOR scheme contribute an equal number of hours themselves (208 or 175 annually). The TOR balance is the total of employer and employee hours.

Employees can take up to 208 hours of TOR leave in a calendar year (up to 175 hours for employees in a 5-shift work schedule). Employees must take a minimum of 1 day of TOR leave per month.

Unused TOR leave carries over to the next calendar year.

The employee and manager will discuss arrangements for taking TOR leave. TOR days cannot be taken consecutively unless business circumstances have prevented a TOR day from being taken. In that case, a maximum of 2 TOR days can follow each other. The employee and manager will discuss the necessary adjustments in tasks and working methods. This depends on the implementation of the TOR leave. The employee and the manager will discuss employability, task allocation, and leave planning at least once a year.

Unused TOR leave expires at the end of the employment contract. It will not be paid out. An exception to this is if the employee leaves employment before reaching the AOW (retirement) age. In this case, the employee's self-contributed TOR days will be paid out.

If the employee is not yet retiring ((pre-)pension or AOW) and the TOR balance has already been fully utilised, the employee retains the achieved reduction in working hours during the TOR period until (pre-)pension/AOW age by either:

- taking leave days or
- adjusting employment to part-time.

Article 48 Company AOW

As part of the Fibrant negotiation result of July 2020, the trade unions and Fibrant B.V. have made agreements regarding the Fibrant company AOW. The complete scheme is described in Annex 7. The bill still needs to be approved by parliament. Subject to this approval, this scheme will be applied starting from January 2021. For further explanation, also refer to Annex 7.

Article 49 Incapacity for Work and Income

If the employee is unable to perform their own work due to incapacity for work, they must comply with the rules of absence and conduct as well as (statutory) regulations. The incapacitated employee will make every effort to recover as soon as possible and will (pro)actively contribute to exploring possibilities for their reintegration.

Employees who are fully incapacitated will be paid the statutory continuation of wages for the first 104 weeks, supplemented to a percentage of the annual income they would receive if working fully:

Period	Supplement up to
Week 0 to 52	100%
Week 53 to 78	90%
Week 79 to 104	80%

During this period of 104 weeks, if the employee performs less paid work for medical reasons, they will receive 100% of their original annual income.

If the fully incapacitated employee returns to work – fully or partially, in the same or a different position – within these 104 weeks and becomes fully incapacitated again within 4 weeks, the period from the table continues without interruption.

If, after the 104-week period, the employee permanently performs less paid work for medical reasons, they will be remunerated based on their new position, duty roster, and working hours. If the employee loses annual income as a result, the long-term disability compensation scheme applies (Annex 2). The new annual income, any benefit(s), and supplement(s) together will never exceed 100% of the employee's annual income prior to their incapacity for work.

If the employee can claim rights against third parties due to their incapacity for work, they must inform Fibrant B.V. These rights against third parties refer to the portion of income that is part of the continued payment of wages. The transfer of these rights to Fibrant B.V. is a condition for the continued payment of wages in the event of incapacity for work.

Fibrant B.V. has the right to suspend or reduce the continued payment of wages in case of incapacity for work and the supplement if the employee does not comply with the rules of absence and conduct or (statutory) regulations. The employer shall pay at least the minimum wage.

Article 50 Collective Insurance

Employees may participate in the collective health insurance taken out by Fibrant B.V.

Fibrant B.V. has taken out collective accident insurance for all employees of Fibrant B.V. in the Netherlands. The policy covers the risk of accidental death and permanent disability, according to its terms. Fibrant B.V. pays the premium.

The WGA premium (work resumption fund for partially disabled employees) has never been passed on to employees and this will continue to be the case in the future.

Article 51 Pension

Fibrant B.V. has a pension scheme in place. Employees are obliged to participate in accordance with the provisions of the Articles of Association and pension regulations of the Stichting Pensioenfonds DSM Nederland.

In exceptional cases and at the discretion of Fibrant B.V., an employee may be exempted from the obligation to participate.

The employee is responsible for pension contributions, which Fibrant B.V. deducts monthly. The contribution is 6% of the amount by which the annual income exceeds the deductible amount from Article 1 of the pension regulations applicable in that calendar year. The annual income is increased by the WIA and/or WAO benefits and the paid allowance for working on public holidays but is capped at the statutory maximum pensionable salary.

Employees will accrue pension for the period during which they receive continued wage payment for incapacity to work as if they had not been incapacitated. The employee also pays the pension contribution for this.

The pension agreement forms part of the CLA and is included as Annex 6 and documented in the pension regulations of the Stichting Pensioenfonds DSM Nederland.

For the implementation of the applicable DSM pension scheme, Fibrant B.V. will utilise the option provided by PDN to remain affiliated with PDN based on an implementation agreement, in accordance with the conditions set out in the DSM NL collective labour agreement and the implementation agreement, including the agreed evaluation by PDN in 2018.

Employees who have opted for participation in the net pension scheme offered by PDN may continue to participate in that scheme on the basis of the regulations until the employer's affiliation with PDN ends.

Chapter VIII OBLIGATIONS AND SPECIAL PROVISIONS

Article 52 Good Employment Practices

Fibrant B.V. and the employee are both committed to good employment practices. The employee shall follow the instructions and regulations of Fibrant B.V.

Article 53 Suspension and Disciplinary Measures

If there is suspicion or certainty that an employee has behaved in an improper manner, Fibrant B.V. may suspend the employee for a short period for investigation and/or deliberation. Fibrant B.V. shall communicate the suspension verbally and confirm it in writing. The employee shall be given the opportunity to provide an explanation.

Fibrant B.V. shall inform the employee about the facts and the outcome of the investigation. The outcome may result in the imposition of a disciplinary measure.

Fibrant B.V. shall inform the employee about the facts and the outcome of the investigation unless data confidentiality does not permit this. The outcome may result in the imposition of a disciplinary measure. The measure depends on the nature of the behaviour and the circumstances under which the behaviour took place.

If the suspicion (the reason for the suspension) proves to be unfounded, the employee will receive a letter in which the suspension and its consequences are reversed.

The measure may include:

- verbal and/or written warning.
- disciplinary suspension.
- temporary or permanent removal from current position (without financial compensation).
- placement in lower-paid work (without financial compensation).
- termination of the employment contract, including the possibility of immediate dismissal.

Fibrant B.V. may also apply a combination of these measures. The employee will receive the notification with the decision for a measure in writing and with reasons.

Employees may object if Fibrant B.V. imposes a measure on them. This objection should be submitted to the CEO of Fibrant B.V. Submitting an objection does not postpone the implementation of the measure.

Article 54 Confidentiality and Property

Employees are obliged both during and after the end of their employment contract to keep confidential anything that is (or has become) known to them directly or indirectly as a result of their employment, or which they have (partly) developed and which they can or should know is confidential information. This also includes know-how, other intellectual property rights of Fibrant B.V., and information that must otherwise remain confidential. This obligation also includes any information whose disclosure or sharing with others could result in damage to Fibrant B.V. or third parties, including customers and relations. All information referred to above is and shall remain the property of Fibrant B.V. Employees shall not use such information for any purpose other than the purpose for which it has become known to them.

Employees shall surrender and transfer all information and property of Fibrant B.V. (including data carriers and intellectual property, including know-how, inventions, trademarks and domain names) to Fibrant B.V. before the end of the employment contract.

If an employee violates the confidentiality obligation or fails to return company property, they shall be liable for any damages incurred.

Article 55 Inventions and Patents

Employees shall immediately notify Fibrant B.V. of any invention made by them during their employment, either within the scope of the activities of a Fibrant B.V. enterprise or the enterprise where the employee works.

To the extent that Fibrant B.V. does not already have a legal claim to the invention and/or patent by operation of law, the employee is obliged to assign the rights related to their invention to Fibrant B.V. "The rights related to their invention" also includes the right to apply for a patent and the right to keep the invention secret. Fibrant B.V. shall bear the costs associated with the transfer.

Fibrant B.V. may establish further rules with regard to the defined obligations.

If Fibrant B.V. exercises its right to assignment, a reasonable sum may be awarded to the employee for the loss of the patent. This is not the case if the use of specialised knowledge and making inventions is inherent to the nature of the job.

Article 56 Ancillary Activities

Employees are obliged to inform the employer if they:

- establish a business,
- take up secondary employment, or
- perform paid work for themselves or third parties.

The employer may refuse permission based on objective reasons. The granted permission may be revoked by the employer at any time, provided that there is an objective justification. Permission is not required for activities carried out on behalf of trade unions or for associations of a religious, social, or cultural nature.

Chapter IX AGREEMENTS BETWEEN COLLECTIVE AGREEMENT PARTIES

Article 57 Organised (External) Consultation at Fibrant B.V.

The OC refers to the Organised (External) Consultation at Fibrant B.V. This is the consultation between Fibrant B.V. and the trade unions that are parties to the CLA. The OC meets at least twice a year.

Trade unions will consult with management on the company's business and social policies. Topics of this consultation include: the multi-year strategy, business plan, investment policy, social policy, employment policy, training policy and financial policy.

Fibrant B.V. shall promptly inform the trade unions in the event that it:

- enters into a merger,
- closes a business or business unit and/or
- undergoes a major reorganisation with staffing implications,
- so that the OC can discuss the measures under consideration and their potential impact on employees.

The employer shall duly notify the responsible internal consultation regarding its intention to grant a definitive mandate to an external organizational consultancy to conduct an investigation concerning the organization or any parts thereof. It shall inform the internal consultation on its rationale for doing so and, if possible, on the design and objective of the investigation. If employment is at stake, the employer will also inform the OC. Informing the internal consultation and the OC shall not take place if compelling reasons of company interest prevent it.

In the event that an investigation has been conducted by an external agency into the organisation of Fibrant B.V., with potential implications for employment in the Netherlands, Fibrant B.V. shall present the findings of the investigation to the OC. Fibrant B.V. is not obligated to do so if there are compelling reasons of corporate significance.

If Fibrant B.V. hires personnel again within one year after collective dismissal, it shall give priority to the dismissed employees in job applications. Priority shall be given to the employees with the longest tenure at Fibrant B.V. The condition is that they are suitable for performing the tasks.

Fibrant B.V. may not penalise the employee or terminate their employment contract due to their membership in a trade union or their involvement in a trade union's board.

The employer shall duly notify the responsible internal consultation regarding its intention to grant a definitive mandate to an external organizational consultancy to conduct an investigation concerning the organization or any parts thereof. It shall inform the internal consultation on its rationale for doing so and, if possible, on the design and objective of the investigation. If employment is at stake, the employer will also inform the OC. Informing the internal consultation and the OC shall not take place if compelling reasons of company interest prevent it.

Article 58 Peace Obligation

The trade unions will actively support the smooth continuation of business operations and strive to minimise disruptions to industrial peace.

For the duration of this agreement, they will refrain from engaging in strikes and will not support strikes by third parties.

This does not apply when Fibrant B.V.:

- considers or decides to enter into a merger, or
- closes a company or business unit, or
- significantly reorganises the workforce

and

- if the interests of the employees are involved

and

- the trade unions have serious objections in the interest of the employees.

The trade unions will consult with Fibrant B.V. before organising a strike.

Fibrant B.V. will only implement lockout (cessation of wage payment) as a countermeasure during a strike. Fibrant B.V. will consult with the trade unions before doing so.

In the event of strike or labour unrest, the trade unions will ensure, as far as possible, that work necessary to maintain safety and preserve equipment and facilities continues.

Article 59 Employer's Contribution to Trade Unions

Fibrant B.V. provides a contribution to the trade unions towards the costs of union work. The contribution amounts to 40% of the membership dues paid by employees who are members of the affiliated trade unions.

The trade unions shall not allocate the contribution to reserve funds or use it for providing financial support to equivalent funds, nor for direct or indirect refund of membership dues.

For employees, the trade union membership dues are accounted for in a tax-friendly manner.