

SUMMARY
COLLECTIVE LABOUR AGREEMENT
SECTOR SPORT
IN THE NETHERLANDS

MAY 2006

This brochure summarises the most important articles of the Collective Labour Agreement in the sports sector [CAO Sport].

In the Collective Labour Agreement a preamble is included about the Social Policy. This preamble is not available in English.

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The employment contract

1. Upon appointment of the employee, both the employer and the employee will sign a contract of employment which declares this Collective Labour Agreement [CAO] to apply in a legal sense. The contract will be drawn up in duplicate and signed by both parties, who will each retain a duly signed copy. The employee will also receive a copy of this Collective Labour Agreement [CAO].
2. The employment contract will detail the following:
 - a. the employee's surname and first names;
 - b. the location where work is to take place;
 - c. the date the employee enters employment;
 - d. the employee's job function when first entering employment, and the designation "full-time position" [voltijd dienstverband], if the employee has been employed under normal full-time working conditions, or a specification of the agreed number of hours to be worked if the employee has been employed on a part-time basis;
 - e. a probationary period, where applicable;
 - f. the employment form named in the Collective Labour Agreement [CAO] that applies;
 - g. the function group and the monthly salary;
 - h. any special terms and conditions, that may or may not deviate from the stipulations of the Collective Labour Agreement, which apply to the contract of employment.

Entering employment

An employee generally enters employment:

- a. for an unlimited period;
- b. for a limited period; this form of employment contract may be extended once only. If the contract of employment is extended for a second time, it becomes a contract of employment for an unlimited period, unless there are doubts about the employee's performance. Any such doubts must be noted in an assessment (evaluation) interview;
- c. for a limited period in the case of certified trainers and technical staff;
- d. for a limited period in the case of employees who are appointed to perform tasks of an obviously temporary nature, such as appointments made for the purpose of mergers, relocations, reorganisations, projects and the replacement of sick staff.

Leaving employment

1. Employment contracts for an unlimited period end in accordance with the legal stipulations that apply to the contract.
2. Employment contracts for a limited period end on the last day of the period specified in the terms of the individual contract, or by law when the period of time that has been agreed, or defined by law, or by common usage, has elapsed.
3. This does not apply if:
 - a. a contract of employment for a limited period, which, with an intervening period of no more than three months, follows on from an extended contract of employment for a limited period and has exceeded a period of 36 months. In such cases, the last contract of employment is considered to be one for an unlimited period, effective from that date.
 - b. contracts of employment for a limited period entered into with trainers and technical staff, which have succeeded each other with intervening periods of no more than three months and have exceeded a period of 48 months (including these intervening periods). In such a case, the last contract of employment is considered to be one for an unlimited period, effective from that date.
 - c. contracts of employment for a limited period that have been entered into for the performance of tasks of an obviously temporary nature. The stipulations of the Dutch Civil Code apply in such instances.
4. Article 7:668a, paragraph 1 of the Dutch Civil Code does not apply to contracts of employment for a limited period as specified in b. of the preceding paragraph where the level of remuneration is at least 10% greater than the highest salary group defined in this Collective Labour Agreement [CAO].
5. The employment contract between the employer and the employee ends by law on the first day of the month in which the employee becomes eligible for pension as defined by the pension scheme, without any requirement for prior notice.
6. A notice period of one month will apply if the employment contract, in deviation from the stipulations of section 5 of this Article, is continued, or employees of 65 years of age or older are taken into employment.

Suspension

1. The employer may suspend the employee for no more than 14 calendar days if it is suspected that there may be a pressing reason to dismiss an employee with immediate effect and the employer judges suspension of the employee to be urgently required so that work can continue to be performed to an adequate standard. This period of suspension may be extended once only, and by no more than 14 days.
2. If an employer decides to suspend an employee or to extend an initial period of suspension, he must communicate this to the employee immediately along with the duration of the period of suspension and the reasons that have led to the suspension, or extension of the period of suspension. The employer should confirm any such decision and the reasons for it to the employee in writing as soon as possible thereafter.
3. If the employer feels suspension is required, he will first consult the employee, or at least duly summon the employee for this purpose, before putting the suspension into effect. The employee is entitled to representation by counsel.
4. The employee retains entitlement to his salary during the period of suspension.
5. If the suspension proves to be unfounded, the employer will rehabilitate the employee and communicate or confirm this to the employee in writing. If the employee has engaged legal counsel, any costs he has incurred for this are chargeable to the employer.
6. The employee may also request the employer to rehabilitate him as described in the previous paragraph with respect to third parties who the employer may have informed of the employee's suspension. The employer is obliged to comply with any such request.
7. If the suspicion that led to the suspension should prove to be false, failure to rehabilitate the employee and failure to inform or confirm his rehabilitation to him in writing in good time may afford the employee grounds for immediate termination of the contract of employment.

Leave of absence with full pay

1. The employer may give the employee leave of absence with full pay for a period of no more than two weeks, if the progress of work – for whatever reason – is seriously hindered. The employer may extend this leave of absence once only, and by no more than the same period.
2. If an employer decides to give an employee leave of absence with full pay or to extend an initial period of leave of absence with full pay, he must communicate this to the employee as soon as possible and state the reasons why the progress of work has led to this measure.
3. After the period of two or four weeks as specified above has elapsed, the employee is entitled to resume his duties, unless permission to terminate employment has been requested in the intervening period, or the subdistrict court has been petitioned to end the contract of employment. In that case, the employer, having consulted the employee, may repeatedly extend the leave of absence with pay by a period that he may freely determine, until the contract of employment ends, or is terminated as a result of the procedures named above.
4. The employee remains entitled to his salary when asked to take leave of absence with pay.
5. During the period(s) of leave of absence with pay referred to in paragraph 1, the employer must take all possible measures in order to ensure that the tasks in question continue to be performed.
6. Leave of absence with pay may not be used as a form of punishment.

Function rating

1. The IFA function rating system, or IFA-FWS [IFA-functiewaarderingsstelsel] and the Function Level Matrix, or FNM [Functieniveaumatrix] are integral parts of this Collective Labour Agreement [CAO].
2. The employer has categorised/will categorise the employee's job function in a job function group and the associated job function levels using the IFA-FWS and the FNM. Each function level is associated with a salary scale that is based on function years. The salary scale for the Sports Collective Labour Agreement [CAO Sport], valid from 1-4-2006, has been included in the appendix.
3. The employee is informed in writing of his function group, function level, salary scale and the number of function years that have been defined for his job function.
4. Employees wishing to submit an objection concerning the function rating or the procedure that has been followed may make use of the procedure for lodging an objection as described in a Protocol.

Multiple-choice system relating to conditions of employment

1. The multiple choice system relating to conditions of employment is part of this Collective Labour Agreement [CAO], as defined in the Multiple Choice Conditions of Employment Scheme for the Sports Sector Collective Labour Agreement [Reglement Meerkeuzesysteem Arbeidsvoorwaarden CAO-Sport].
2. The employer will make a copy of the Multiple Choice Conditions of Employment Scheme for the Sports Sector Collective Labour Agreement [Reglement Meerkeuzesysteem Arbeidsvoorwaarden CAO-Sport] available to the employee.
3. In consultation with the Works Council or elected staff representatives, the employer may define which sources are to be excluded from use within the framework of the multiple choice system for employment conditions.

Dutch "Course of Life" Scheme [Levensloopregeling]

1. The Dutch Course of Life Scheme is part of this Collective Labour Agreement [CAO], as defined in the Course of Life Scheme for the Sports Sector Collective Labour Agreement [Reglement Levensloop CAO-Sport].
2. The employer will make a copy of the Course of Life Scheme for the Sports Sector Collective Labour Agreement [Reglement Levensloop CAO-Sport] available to the employee.
3. The Course of Life Scheme for the Sports Sector Collective Labour Agreement [Reglement Levensloop CAO-Sport] is an integral part of the Multiple Choice Conditions of Employment Scheme for the Sports Sector Collective Labour Agreement [Reglement Meerkeuzesysteem Arbeidsvoorwaarden CAO-Sport].

Overtime scheme

1. Overtime relates to the additional hours worked when, upon the instruction of the employer, the employee works longer hours than those allowed for in the 38-hour average working week roster that is currently in effect.
2. The reference period for determining whether or not overtime has been worked is 6 months. This period will be decided by each organisation in consultation with the Works Council or elected staff representatives. Overtime will either be paid out or compensated on a time basis. Compensatory time applies in the first instance.
3. After the reference period has elapsed, employees in salary scales 1 to 8 inclusive may claim compensatory time for the balance of the overtime entitlement for which no compensation has been received. The compensation of this amount of overtime entitlement takes place in the form of compensatory time plus a monetary supplement of 30% relative to the salary wage that applies in the individual employee's case. Compensation entitlement in terms of time must be settled no later than 3 months after the end of the previous reference period. The period of 3 months may be extended subject to mutual agreement. Overtime will be paid out in full if the employer judges the operating conditions to preclude the application of compensatory time. If overtime is paid out in full, a supplement of 30 % above the individual employee's salary wage will apply.
4. After the reference period has elapsed, employees in salary scales 9 or higher may claim compensatory time for the balance of overtime entitlement for which no compensation has been received. Compensation entitlement in terms of time must be settled no later than 3 months after the end of the previous reference period. The period of 3 months may be extended subject to mutual agreement. Overtime will be paid out in full if the employer judges the operating conditions to preclude the application of compensatory time. If overtime is paid out in full, a supplement of 30% above the individual employee's salary wage will apply.
5. The compensation payment referred to above will be made at the same time as the salary payment for the month following the reference period.
6. In the case of part-time employees, overtime is worked when the normal working week of 38 hours is exceeded. Holiday pay, holiday entitlement, pension (premiums) and a (proportional) 13th month (where applicable) are accumulated over the overtime worked.
7. If during the reference period, the extra time worked consistently exceeds 20% of the working hours as defined in the part-time contract of employment, the employee may request that the contract of employment be modified to reflect the extra hours that are worked on a consistent basis.
8. Overtime that is not seen as consistent is defined as follows: events, projects and replacement due to sickness.

9. In the current roster, overtime can be made compulsory for up to 6 hours per week and 45 hours per quarter.
10. Employees whose monthly salary exceeds the maximum scale amount for the highest function group will not receive overtime compensation.
11. Employees younger than 18 years of age and older than 60 years of age will, at their own request, be exempted from overtime.

Holiday pay

1. The employee is entitled to holiday pay, amounting to 8% of his gross annual salary. The reference period for holiday pay runs from 1 June in the preceding year to 31 May inclusive in the year that the payment is made. Holiday pay is paid out in the month of May of the holiday year.
2. The minimum amount of holiday pay is 8% of twelve times the maximum salary in scale 2 as of 1 January in the calendar year concerned. In 2006, the minimum amount of holiday pay for a full-time employee is € 1,689.
3. If the employee has been employed for part of the reference period, or only worked for part of the reference period, or worked on a part-time basis for part of the reference period, he is entitled to a proportionally calculated amount of holiday pay for the reference period in question. The stipulations of this paragraph also apply to the previous paragraph.
4. Holiday pay includes any holiday benefits to which the employee may be entitled pursuant to social legislation.

Reimbursement of travelling expenses

1. The employer should offer a scheme that reimburses travelling expenses between the employee's home and place of work, and expenses that are incurred when travelling on business.
2. The reimbursement for business travel will, as a minimum, amount to the tax-free kilometre allowance that is authorised by the tax authorities.
3. The reimbursement for travel between the employee's home and place of work will, as a minimum, correspond to the amounts shown in the chart in Appendix 2, based on the tax-free kilometre allowance authorised by the tax authorities.
4. If the employee uses public transport, his travelling expenses will be reimbursed on the basis of the lowest class of ticket and the cheapest rate.
5. If requested to do so by the employer, the employee must provide supporting documentation in order to determine the amount to be reimbursed.

Reimbursement of relocation expenses

1. The contribution to relocation costs to which an employee is entitled when the employer demands that he relocate, consists of:
 - a. an amount for the transportation costs of the employee's and his family's baggage and household contents to the new home, including the costs of packing and unpacking fragile objects;
 - b. an amount for double housing expenses;
 - c. an amount for all other expenses ensuing from the relocation.
2. The following applies to the stipulations of paragraph 1a of this Article: if the employee contracts a removal company to move his household contents, he must request a quotation from at least 3 removal companies beforehand and have the removal carried out in the way that incurs the least cost for the employer. The employee must send a detailed invoice to the employer immediately after the relocation. If the employee organises the removal personally, he is entitled to reimbursement of vehicle rental costs (van or light commercial vehicle) and fuel, or – if the household contents are moved by another means – to the tax-free kilometre allowance that applies.
3. The following applies to the stipulations of paragraph 1b of this Article: the contribution to double housing expenses is equal to the amount of unavoidable expense, on condition that the contribution may not exceed € 272.27 per month, payable for a maximum of 4 months.
4. The following applies to the stipulations of paragraph 1c of this Article: if, on the day of the relocation, the employee runs his own household, the amount will be set at a contribution of 3% of 12 times the maximum salary including holiday pay for each living area or bedroom up to maximum of 4 of these rooms in the home that is left behind, on condition that this amount will not exceed € 5.445,-. If the employee does not run his own household, no contribution will be made, unless unusual circumstances warrant this. Nevertheless, a contribution of 3% of 12 times the monthly salary including holiday pay may be granted to cover the costs in question.

One-off payments related to years of service

1. On the occasion of the employee completing 10, 25 or 40 years in the employer's service, the employee is entitled to a one-off bonus payment of 50%, 100%, or 150% of the gross monthly salary.
2. The bonus will be paid as a net amount, insofar as the tax regime applicable at the time allows this.

Contributions to health care insurance

1. The employee is entitled to a contribution of € 10 if the employee takes out supplementary insurance in addition to the basic health care insurance cover.
2. The contribution applies to the employee alone.
3. The employee must submit a copy of the supplementary health care insurance policy (additional to the basic health care insurance cover), which he has taken out, to the employer.
4. This contribution will be paid from 1 January 2006 onward.

Occupational disability benefit

1. If an employee is prevented from performing his contractually described work by sickness or disability, the legal stipulations apply, insofar as the paragraphs below do not determine otherwise.
2. a. In the case of occupational disability, the employee, whose first day of sickness occurs on or after 1 January 2004, will receive 100% of his monthly salary as long as the contract of employment continues but in any case during the first 52 weeks.
b. The employee, as referred to in paragraph 2a of this Article, will receive 70% of his monthly salary as long as the contract of employment continues up to a maximum of 52 weeks following the first 52 weeks of disability.
3. Regardless of whether or not the employee, as referred to in paragraph 2b of this Article, performs tasks on a therapeutic basis, the employer will pay a supplement so that the employee receives 100% of his monthly salary.
4. An employee, who has been judged incurable by the working conditions service doctor [Arbo-arts], will receive his monthly salary, which will consist of the compulsory payment of 70% of the monthly salary and a supplement to be paid by the employer so that the employee receives 100% of his monthly salary.
5. The monthly salary is defined as the gross income that the employee would have received if he was capable of working.
6. The employee's pension build-up will not be affected adversely in the first 104 weeks of his occupational disability.
7. The salary payments and supplements payable by the employer, as referred to in this Article, end as soon as the contract of employment ends.
8. The employer has the right to refuse to pay the employee's salary and the supplements, as referred to in this Article if the employee:
 - a. has purposely become occupationally disabled;
 - b. has become occupationally disabled due to an infirmity about which he supplied false information during the medical examination prior to his appointment, thereby making it impossible to assess whether or not he was fit to perform the job function in question;
 - c. obstructs or delays his recovery;
 - d. refuses to perform appropriate work without good reason.
9. The employer is entitled to suspend payment of salary and the supplements, or to refuse to pay the supplements, if the employee does not observe the regulations and instructions that apply to his individual case.
10. The regulations and instructions that apply in individual cases of illness are to be agreed in consultation with the Works Council or elected staff representatives.

Benefit at death

1. In the event of an employee's death, his dependents will receive a death benefit, which will amount to the employee's current salary entitlement for the remainder of the month in which the employee's death takes place, plus the two subsequent calendar months.
2. Dependants are defined as:
 - a. the surviving spouse, on condition that he/she is not permanently separated from the deceased;
 - b. if the deceased's spouse is also deceased, or permanently separated from the deceased:

1. the deceased's underage lawful or natural children;
2. the deceased's underage foster-children who have been raised as the deceased's own children for a prolonged period of time.

Working hours and working week

1. Each employee will work to a roster that is built up in time periods of one week. The normal working hours for a full-time employee amount to an average of 38 hours per week. These working hours may also be arrived at by allocating reduced working hours days [ADV] when more than 38 hours are worked per week.
2. A different scheme applies to employees of the KNVB and NOC*NSF, which may deviate from this scheme in some areas.
3. The employer, in consultation with the employee, determines the working week.
4. If the working week is laid down in a roster, the employer must inform the employee involved of the days that are to be worked and must observe the stipulations of the Working Hours Act [Arbeidstijdenwet]. Both the employer and the employee are aware that the roster may need to be changed at short notice in the event of emergencies and/or unforeseen circumstances, which, in the latter case, will primarily consist of cancellations and poor weather conditions.
5. If it is not contrary to the interests of the organisation, and it is possible to do so, the employer will, at the employee's request, afford the employee the opportunity to take extra leave for family care purposes. The employer and employee may annually agree how this leave can be taken, or compensated.
6. The employee must, when incapable of performing his duties, inform the employer of this situation as soon as possible, but no later than on the first day that he cannot work and before the time determined by the employer, along the reasons for this incapability (wherever possible).
7. The normal working hours for a full-time position amount to a minimum of 7 hours a day and 35 hours a week and a maximum of 9 hours a day and 45 hours a week, and in each period of 13 successive weeks a maximum of 40 hours a week.
8. Incidental deviations from the normal daily working hours of a half-hour more or less are considered to be part of the working week as defined in paragraph one of this Article.
9. For daytime working, the working hours generally lie between 07.00 a.m. and 10 p.m. on the first five days of the week.
10. All the days of the week between 7.00 a.m. and 10 p.m. are considered to be normal working days if the nature of the job position involves working on Saturday and Sunday as a normal course of affairs, and for other employees, when special events take place such as championships or tournaments.
11. Under special circumstances, the employee is also obliged to work hours that fall outside the hours indicated on the roster.
12. For employees of 60 years of age or older, the normal working hours, calculated on an annual basis, will be reduced by 5 days or shifts. In the case of a part-time position, this reduction in working hours will apply proportionally.
13. The employer must comply with an employee's request to reduce or increase the working hours within the scope of his job function. If, in the view of the employer, the employee's request cannot be honoured for important business- or shift-related reasons, the employer will inform the employee of the reasons for this in writing. The employee can lodge an appeal against this decision with the Permanent Committee [Vaste Commissie].
14. An employee with a part-time contract of employment, will, if he makes his desire to increase the extent of his employment known to the employer, be offered on a priority basis any vacancies for which he satisfies the objective requirements of the job profile.
15. The ruling of the Permanent Committee [Vaste Commissie] relative to any decision taken by the employer to reject a request to alter the employee's working hours, has the character of a compelling recommendation.
16. If the request is not contrary to the interests of the organisation and is feasible within the existing situation, the employer may grant the employee permission to work at home or from a remote location, under terms and conditions that are to be jointly determined and which are in accordance with guidelines that have been agreed with the Works Council or elected staff representatives.

Dutch national holidays

1. Holidays are defined in the Collective Labour Agreement [CAO] as: New Year's Day, two days at Easter, Ascension Day, two days at Whitsun, Christmas Day and Boxing Day, Good Friday, and days that are declared a national holiday in celebration of the Queen's birthday [Koninginnedag] and national liberation day.

2. In general, no work will take place on national holidays unless the nature of the job position means that working on national holidays can be considered to be normal.
3. If the employee is not required to work on a national holiday, salary will be paid for that day in the normal way.
4. If the employee is required to work on a national holiday, the hours worked will count as overtime or additional working hours.

Holiday

1. a. The employee accumulates an entitlement to a period of paid holiday of 24 days in each holiday year (equating to 182.4 hours per year).
- b. The employee concerned is entitled to a number of additional days of paid holiday depending on the age he attains in the holiday year in question, as shown in the table below:

<u>age</u>	<u>extra paid holiday</u>
40 to 44 years old inclusive	1 day (7.6 hours)
40 to 49 years old inclusive	2 days (15.2 hours)
50 to 54 years old inclusive	3 days (22.8 hours)
55 to 59 years old inclusive	4 days (30.4 hours)
60 years and older	5 days (38 hours)
- c. An employee who has only been employed for part of the holiday year is entitled to a proportional part of the amount of paid holiday as defined in this paragraph, pursuant to the stipulations of paragraph 2 of this Article.
2. For the purposes of calculating holiday entitlement, an employee who enters or leaves employment before or on the 15th day of any month is considered to have entered or left employment on the first day of the month, and an employee who enters or leaves employment after the 15th day of any month is considered to have entered or left employment on the first day of the following month. In deviation from the above stipulation, if the period of employment lasts less than one month, the employee is entitled to no more than a proportionally calculated amount of paid holiday.
3. At the start of the employment contract, the employee must inform the employer how much unused holiday entitlement he has built up with his previous employer(s) so that the employer is aware of how many days of unpaid holiday the employee can claim.
4. a. The holiday referred to in paragraph 1a of this Article will generally be granted in the form of 3 consecutive weeks.
- b. Holiday should preferably be taken in the months of July and August.
- c. If the employer institutes a holiday closure so that all or some employees can take their consecutive period of holiday, the employees involved are compelled to take their holiday during the period agreed for that purpose between the employer and the Works Council or elected staff representatives.
- d. If an employee has not yet accumulated an adequate amount of holiday day with his current employer, which, together with the number of unpaid holiday days, as defined previously, is adequate for the period of consecutive holiday defined in c. of this paragraph, the employer may determine that the employee:
 1. reserves as many holiday days as are required for the period of consecutive holiday;
 2. reserves the days of untaken holiday accumulated with the previous employer(s) and/or
 3. compensates holiday day that have been taken in excess of his entitlement before 31 December of the current year at the latest, in which case the compensation hours will not be paid out.
- e. If the consecutive days of holiday coincide with a day that has been officially declared to be a holiday or a national holiday, the period of consecutive holiday will be lengthened accordingly, unless the employer prefers to have the employee take a corresponding number of holiday days.
5. a. The employer may allocate 4 compulsory days of holiday in the years when 4 working days fall in the period between Christmas and New Year; in other years he may not allocate more than 3 days.
- b. The employee will take any remaining days of holiday at the time he desires, unless this is contrary to the requirements of the business in the view of the employer.
6. a. The employee does not accumulate holiday entitlement over any period in which he is unable to perform his duties and therefore has no right to his salary.
- b. 1. This does not apply if the employee was unable to perform his duties because of:
 - a. sickness or injury arising from an accident, unless this was intentionally caused by the employee;
 - b. fulfilment of a legal obligation or requirement relative to national defence or public order, other than an obligation to attend a primary exercise;
 - c. taking time off on the basis of leave that was accumulated but not taken under the terms of a previous contract of employment;

- d. participation, with the employer's permission, in a meeting organised by the employee's trade union;
 - e. forced unemployment under the terms of the contract of employment;
 - f. pregnancy or childbirth.
- In such cases, holiday entitlement is still accumulated over the legally defined period in which no work is performed, on the understanding that the periods of time are added together if they succeed each other with an interruption of less than one month.
- 2. If a work interruption falls in more than a single holiday year, the calculation of the period of absence will allow for the period of interruption that falls in a previous year.
- 7. a. Upon termination of the contract of employment, if so desired, the employee will be afforded the opportunity of taking any holiday to which he is entitled on condition that these days may not be unilaterally included in the period of notice.
 - b. Holiday that is taken over and above the employee's holiday entitlement will be deducted from salary.
 - c. At the end of the contract of employment, the employer will provide a declaration detailing the amount of the unpaid holiday to which the employee is entitled at the time of termination.
- 8. The employee forgoes any holiday entitlement that has not been taken 5 years after the date upon which the holiday entitlement was obtained.
 - 9. The employer will allow the employee to take two days off per year in order to celebrate a religious, non-Christian holiday. The employer cannot appeal to weighty grounds in such cases. Different stipulations may sometimes apply to employees of the KNVB or NOC*NSF.

Special leave

- 1. In the following cases where the employee is unavoidably unable to perform his contractually agreed tasks, the employee will receive his monthly salary for the periods that are defined below for each of these cases, on condition that he, at least one day beforehand and under submission of documentary evidence, has informed the employer or an authorised representative of the employer of his absence and also attends the event or ceremony in the case in question:
 - a. from the day upon which the employee's spouse dies up to and including the day of the funeral/cremation, or a child, foster-child or child from a previous marriage belonging to the employee's family, or one of the employee's parents, foster-parents, step-father or step-mother;
 - b. for a period of two days or two shifts in the event of the death or funeral/cremation of children not specified under a. of this paragraph. If the employee has to arrange the funeral, the period of special leave will be extended to 4 days;
 - c. for a period of one day or one shift on the day of the funeral/cremation of the employee's grandparents, the employee's spouse's grandparents, grandchildren, brothers, sisters, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law. If the employee has to arrange the funeral, the period of special leave will be extended to 4 days;
 - d. for a period of one day or one shift upon the occasion of the employee officially giving notice of his intended marriage [ondertrouw] and for a period of four days or four shifts on the occasion of the employee's wedding, namely on the day of the wedding and the following three days after the wedding
 - e. for a period of one day or one shift on the occasion of the wedding of one of the employee's children, foster-children, grandchildren, brothers, sisters, parents and parents-in-law, brothers-in-law and sisters-in-law;
 - f. for the period of one day or one shift on the occasion of the employee's or his parents' or parents'-in-law 25th, 40th and 50th wedding anniversary;
 - g. for a reasonable period to be decided by the employer up to a maximum of two days or two shifts, if the employee, as a result of fulfilling a personal obligation that has been imposed on him by law or through no fault of his own, is unable to perform his work, on condition that fulfilment of this obligation cannot take place in his free time and under deduction of any compensation for loss of salary that he might receive from any third parties;
 - h. for the period of one day or one shift on the occasion of the employee's 10th, 25th and 40th long service anniversary;
 - i. for a period of no more than two days a year in order to celebrate a religious, non-Christian, holiday;
 - j. for a reasonable period to be determined by the employer up to a maximum of 2.5 hours for unavoidable visits to a doctor, or specialist, insofar as this cannot take place in the employee's free time. The employer may grant a longer period of leave in exceptional cases. In cases of demonstrable abuse, no salary will be paid;
 - k. for a period of two days or two shifts, but no more than once per calendar year, on the occasion of the employee's relocation, if the employee runs, or will run, his own household;

- l. members of the trade union are entitled to a maximum of 10 days leave per year in order to attend members meetings, business sector members meetings, courses that are organised by the trade union, or other executive activities performed on behalf of the trade union.
 - m. when applying the stipulations of this paragraph, the term 'spouse' is understood to also refer to a partner with whom the employee has entered into a cohabitation contract that has been duly passed by a notary.
2. The employee is not entitled to compensatory leave if the event in question does not fall on a day in the employee's work roster.
 3. If attending the activity endangers the continuity of the tasks of the business, the employer may refuse to grant permission. He will notify the trade union that has organised the activity immediately.
 4. An employee who wishes to take parental leave must give his employer timely notice of his intention in writing, but in any case no later than 2 months before the parental leave is due to start. Parental leave will have no adverse effects on the employee's pension build-up. Both the employee's and the employer's pension contributions continue to be based on the original salary.

Post-natal leave

1. The Work and Care Act [Wet Arbeid en Zorg] entitles the employee to take post-natal leave.
2. If emergency leave and post-natal leave coincide, the emergency leave ends after one day.
3. In the event of extraordinary circumstances and in accordance with the requirements of reasonableness and fairness, the employer may add persons from the employee's direct environment to the circle of persons requiring care.

Job performance and/or assessment

The Collective Labour Agreement [CAO] includes a stipulation that the employee and employer will meet at least once a year in order to discuss the employee's job performance, the employee's development and developments within the organisation, and relate agreed career objectives to a training/educational plan.

Further education and training

1. The employer must draw up a further education and training plan and agree it with the Works Council or elected staff representatives.
2. The employer will reserve at least 1% of the wage and salary bill for training and enhancement of professional expertise.
3. The organisation is permitted to make a distinction between the facilities that are offered in order to enhance professional expertise.
4. The employer may contribute to the study costs of an employee in accordance with the study costs allowance scheme detailed below:
 - a. 100% contribution to costs (tuition fees, books, exam costs and travel expenses on the basis of second class public transport, etc.) and full compensation of the time required for the type of vocational education involved (study, course, training session or coaching) and for preparation for any exams in cases where the employer views the course as necessary for the proper performance of the employee's current or future job function, or in order to increase the employee's chances of employment on the labour market. This contribution to expenses will also apply if the training activity is defined as a compulsory requirement by a certified professional organisation under the stipulations of a (re)registration scheme. For example, for sports doctors.
 - b. 75% contribution to the costs listed above, and an extra compensation to be agreed with the employee for the required investment in time, in cases where the employer sees the course as useful but not necessary for the employee's performance of his work, or in order to improve the employee's position on the labour market. In the case of employees in salary scales 1-5, it is recommended that these expenses are also fully reimbursed.
 - c. 50% of the expenses listed above, and an extra time compensation for taking exams, if the employee follows a course that will help him perform his work better or improve his position on the labour market on his own initiative.
 - d. no compensation for expenses or time will be granted for courses that the employee follows for the purposes of a leisure time pursuit.
 - e. the organisation may demand repayment of the costs of a course up to a maximum of 25% if the employee fails to pass. The organisation may also demand repayment of the costs of the

course if the employee's contract of employment is terminated at his own request or because of his own actions within 1 year (100% repayment) or 2 years (50% repayment) of the course being concluded.

5. Any schemes designed to enhance professional expertise must be approved by the Works Council or elected staff representatives.

Child day-care

1. The child day-care scheme is part of this Collective Labour Agreement [CAO], as laid down in the Child Day-care Scheme for the Sports Sector Collective Labour Agreement [Reglement Kinderopvang CAO-Sport], which is included in the appendix to said Collective Labour Agreement [CAO].
2. The employee is entitled to a contribution to the costs of child day-care in accordance with the stipulations of the Child Day-care Scheme for the Sports Sector Collective Labour Agreement [Reglement Kinderopvang CAO-Sport].
3. There is a Child Day-care Fund [Fonds Kinderopvang], to which the employer contributes 0.4% of the total gross wage and salary bill.
4. If the employer's costs of child day-care amount to more than 150% of the contribution of 0.4% to the Child Day-care Fund [Fonds Kinderopvang], the employer must pay an extra contribution in line with the wage and salary bill progressive contribution chart:
 - a. < 500,000 = -
 - b. from 500,000 to 1,000,000 = 0.1 %
 - c. van 1,000,000 to 2,500,000 = 0.15 %
 - d. van 2,500,000 to 5,000,000 = 0.2 %
 - e. > 5,000,000 = 0.25 %

Work and health

1. Prevention
 - a. The employer will carry out a Risk Analysis and Assessment procedure in order to establish the risks to which his employees are exposed when performing their duties. The Collective Labour Agreement parties recommend that risks be established using the Risk Analysis and Assessment methodology that they have developed for the sector.
 - b. The plan of approach, which is part of the Risk Analysis and Assessment document, will indicate the measures to be taken in order to combat the hazards or combinations of hazards that have been identified. Progress relative to the plan of approach will be reported annually subject to prior consultation with the Works Council or elected staff representatives.
 - c. The employer will offer a working conditions and absenteeism monitoring service [Arbodienst] consulting hour, which employees may use when suffering from (work-related) health complaints that do not directly warrant sickness absenteeism.
2. Guidance during sickness absenteeism
 - a. If an employee is unable to work for health reasons and it is expected that the period of sickness absenteeism will be protracted, the employer will arrange a meeting between the employee concerned and the working conditions service doctor [Arbo-arts].
 - b. The employer will draw up sickness absenteeism regulations and make them known to all employees. These sickness absenteeism regulations (and any changes to them) must be approved by the Works Council or elected staff representatives. In the absence of a Works Council or elected staff representatives, the employer will present the sickness absenteeism regulations to the employees in a meeting that has been specially arranged for that purpose. The Collective Labour Agreement parties will provide a basic sickness absenteeism regulations model.
3. Reintegration
 - a. During the reintegration process, the employer must make every effort to allow the employee to return his previous job function (while making due allowance for any limitations the employee may suffer), even if this requires technical modifications to the employee's place of work or organisational changes. Legal opportunities will be exploited to the maximum for this purpose. If it is not possible to return the employee to his original job function, the employer will make every effort to place the employee in a different job function within the company.
 - b. If the employer can plausibly demonstrate why the employee does not qualify for a different job function, why it is impossible to create a suitable job function by changing the employee's job

content, and/or the employee's working environment, and/or relaxing normal job performance standards, the plan of approach that will be drawn up jointly by the employer and the employee will concentrate on finding suitable work outside the employer's organisation.

- c. If re-employment in a suitable function (internally or elsewhere) requires re-training, transitional training or extra training, the employer and the employee will jointly draw up a training plan. Any training required will take place during working hours and will be paid for by the employer.

4. Dutch Work and Income Act [WIA]

- a. An employee, who, after the period during which the employer is obliged to continue to pay salary in accordance with the Dutch Civil Code [Wet BW], is still unable to work, will remain in the employer's employ regardless of the percentage of occupational disability that applies in his case.
- b. If his current employer is unable to provide suitable work, the employee's reintegration will concentrate on finding other employment within the Sports sector.
- c. Strong grounds to the contrary, where the stipulations described above would lead to serious financial or organisational problems, form an exception to this.
- d. If it is not possible to find suitable work with the employee's current employer, or in the Sports sector, the Collective Labour Agreement parties will discuss the matter in more detail.

Appendix 1: Salary scales for the Sports Sector Collective Labour Agreement [CAO-Sport] as at 1 April 2006

Scales	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Function	0	99	134	169	204	244	284	324	364	409	454	499	549	599
group	98	133	168	203	243	283	323	363	408	453	498	548	598	648
0	1356	1391	1427	1487	1621	1715	1816	1978	2184	2412	2778	3037	3435	3950
1	1390	1429	1477	1560	1686	1794	1905	2073	2287	2527	2900	3165	3572	4125
2	1417	1465	1533	1621	1763	1872	1978	2166	2393	2648	3021	3294	3716	4301
3	1445	1495	1590	1684	1826	1946	2062	2257	2497	2765	3148	3435	3856	4476
4	1477	1533	1650	1758	1902	2024	2144	2349	2598	2883	3275	3562	4007	4653
5	1501	1573	1698	1816	1965	2097	2227	2442	2703	3003	3397	3692	4150	4824
6	1533	1604	1763	1886	2033	2173	2313	2532	2811	3119	3522	3821	4289	4995
7	1568	1647	1813	1948	2102	2248	2396	2626	2918	3236	3646	3950	4423	5171
8	1593	1679	1872	2019	2173	2325	2479	2714	3021	3349	3765	4082	4569	5350
9	1628	1712	1927	2079	2242	2402	2557	2811	3131	3479	3891	4210	4712	5518
12	1654	1758	1978	2144	2313	2479	2643	2905	3229	3592	4018	4336	4855	5697
15	1682	1791	2035	2211	2384	2548	2718	2995	3335	3711	4137	4465	4995	5872

Appendix 2: Travel expenses allowance

Distance one-way in kilometres: rounded to the nearest whole number

	Days per week				
	1	2	3	4	5
11	€ 14	€ 29	€ 43	€ 57	€ 72
12	€ 16	€ 31	€ 47	€ 63	€ 78
13	€ 17	€ 34	€ 51	€ 68	€ 85
14	€ 18	€ 37	€ 55	€ 73	€ 91
15	€ 20	€ 39	€ 59	€ 78	€ 98
16	€ 21	€ 42	€ 63	€ 83	€ 104
17	€ 22	€ 44	€ 67	€ 89	€ 111
18	€ 23	€ 47	€ 70	€ 94	€ 117
19	€ 25	€ 50	€ 74	€ 99	€ 124
20	€ 26	€ 52	€ 78	€ 104	€ 130
21	€ 27	€ 55	€ 82	€ 110	€ 137

The km 21 allowance applies in all cases where the one-way journey distance exceeds 20 km.