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COLBAR-EUROPE

EUROPE-wide analyses of COLlective BARgaining agreements

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REPORT 4:
COLLECTIVE BARGAINING IN THE NETHERLANDS
(manufacturing, construction, commerce and the public sector)

12 February 2021

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Management summary

Considering the figures on collective bargaining with regard to the number of collective (labour or bargaining) agreements (CBA), the ratio between sectoral collective agreements and company collective agreements and the degree of coverage of collective agreements, the collective bargaining in the Netherlands can be called peaceful. The Netherlands has about 700 regular collective agreements, of which just over 500 are company collective agreements and just under 200 are sector collective agreements.[1] Of the 5.5 million employees covered by a collective agreement, over 5 million are covered by a sectoral collective agreement and 500 thousand by a company collective agreement. Although the number of company CBAs is larger than the number of sector CBAs, the importance of the company CBA for Dutch industrial relations is less due to the fact that the number of employees covered by a sector CBA is almost eleven times larger. This is one of the reasons why it was decided to encode relatively more sector CBAs. Moreover, sectoral agreements in the Netherlands are more easily accessible to third parties than company agreements. Mainly because of competition considerations, few company collective agreements are freely accessible to third parties. Because of the corona pandemic, fewer collective labour agreements were concluded in 2020 than in previous years, but there are no indications that this trend will continue once the pandemic has ended.

In this report, the results of 100 coded collective agreements have been processed. The coding was done on the basis of 12 themes. These are: general data, coverage ratio, job titles, pension and social security, employment contracts, sickness and disability, health and medical assistance, work/family balance arrangements, gender equality, wages and working times.

With regard to the general data and degree of coverage, it can be noted that it is characteristic of Dutch collective bargaining that collective agreements primarily concern business activities and that, as a rule, all employees involved in these activities fall within the scope of the collective agreement. If positions are excluded, this usually concerns apprentices, directors or employees above a certain pay scale. Although professional collective agreements are rare in the Netherlands, they do occur (e.g., CBA for painters). The

[1] Ministerie van Sociale Zaken en Werkgelegenheid (2019), Voorjaarsrapportage CAO-afspraken 2019.

coded collective agreements do not contain any provisions on platform work and make no distinction between trade union and non-trade union members. The coded collective agreements do not contain any data on the degree of coverage. Finally, it is important to note that collective agreements must be notified to the Ministry of Social Affairs and Employment before they can take effect.

Almost all coded collective agreements contain one or more provisions on training, education, apprenticeships and traineeships, but certainly not all collective agreements contain provisions on all of these subjects at the same time. The extent to which specific topics occur in collective agreements differs, with no significant difference between the various sectors. Few collective agreements contain provisions on the funding of training, and this is likely to be related to the presence of so-called sectorally financed training funds. The same picture emerges with regard to pensions. Nearly all coded collective agreements contain one or more provisions on pensions. But the financing (and conditions) is often arranged in sectoral pension funds. With regard to old age and other social risks such as incapacity for work and unemployment, it should be noted that in the Netherlands there are statutory regulations that entitle employees to a benefit if one of the aforementioned risks occurs. In that context, agreements between employers and employees in these areas are often supplements and these agreements are qualified as second-pillar agreements.

A large proportion of the coded collective agreements contain one or more provisions on temporary agency work. The vast majority of these provisions concern the remuneration of temporary agency workers. Based on European and national legislation (and the collective agreements based on it), the remuneration is the same as that for employees at the user company. In the Netherlands, there is a strong ongoing discussion about reducing flexible work and part of that is the use of temporary work. In particular, the use of temporary agency workers for structural work and the long-term hiring of the same temporary agency workers is considered undesirable. In light of this, it should be noted that the collective labour agreement for banks prohibits the structural use of agency workers.

With regard to sickness, holidays and leave (which in this context includes all kinds of arrangements to combine work and private life), a large number of CBAs refer to the

legislation and regulations that already contain many provisions in this area. For example, by law, Dutch employees are entitled to salary payments during the first 104 weeks of illness and paid leave to provide care. If collective agreements contain provisions in these areas, they are generally supplement to the legal minimum.

Equal pay and equal treatment are an important theme in labour relations. There is an ongoing discussion on flexible work in the Netherlands, where unequal pay is often a major theme. Equal pay for the same work in the same place is also the guiding principle of the Revision Directive, which deals with cross-border services within the EU. In a legal sense, equal treatment quickly brings to mind the prohibition of discrimination, but this idea is limited in the sense that a prohibition of discrimination does not necessarily lead to equal positions. The Netherlands is a good example of this. The legislation and regulations contain a large number of prohibitions on discrimination, such as prohibited distinctions on the grounds of race, religion, gender and the nature of the employment relationship and yet the inequality between, for instance, men and women in terms of remuneration is still considerable. Flanking policies are definitely needed to eliminate differences. In this context, it is remarkable that the coded collective labour agreements contain very few provisions on gender equality.

Finally, it should be noted that in the Netherlands the Ministry of Social Affairs and Employment is informed about the content of collective agreements through the legal obligation to report. Every two years, the Ministry of Social Affairs and Employment publishes a report on the content with regard to a number of themes of collective bargaining. The last report dates from 2019. A new report will appear in the course of this calendar year.

Management summary Dutch

Gelet op de cijfers omtrent het arbeidsvoorwaardenoverleg met betrekking tot aantallen cao's, de verhouding tussen sector-cao's en ondernemings-cao en de dekkingsgraad van cao's, kan het arbeidsvoorwaardenoverleg in Nederland rustig bezit worden genoemd. Nederland kent ongeveer 700 reguliere cao's, waarvan iets meer dan 500 ondernemings-cao's en iets minder dan 200 bedrijfstak-cao's.[2] Van de 5,5 miljoen werknemers die vallen onder de werkingssfeer van een cao, vallen ruim 5 miljoen werknemers onder een sector-cao en 500 duizend onder een ondernemings-cao. Hoewel qua aantallen het aantal ondernemings-cao's dus groter is dan het aantal sector-cao's, is het belang van de ondernemings-cao voor de Nederlandse arbeidsverhoudingen minder vanwege de omstandigheid dat het aantal werknemers dat valt onder een sector-cao's bijna 11 keer zo groot is. In het kader van dit project is er mede daarom voor gekozen in verhouding meer sector-cao's te coderen. Daarbij komt overigens dat sector-cao's in Nederland voor derden eenvoudiger toegankelijk zijn dan ondernemings-cao's. Met name vanwege concurrentie-overwegingen zijn slechts weinig ondernemings-cao's voor derden vrij toegankelijk. Vanwege de corona-pandemie zijn in 2020 minder cao's afgesloten dan in voorgaande jaren, maar er zijn geen aanwijzingen dat deze trend zich door zal zetten wanneer de pandemie is geëindigd.

In dit rapport zijn de resultaten van 100 gecodeerde cao's verwerkt. Het coderen heeft plaatsgevonden op basis van 12 thema's. Dit zijn: algemene data, dekkingsgraad, functie-indeling, pensioen, contracten, ziekte en arbeidsongeschiktheid, gezondheid en medische bijstand, werk/privé-arrangementen, gender gelijkheid, lonen en werktijden.

Met betrekking tot de algemene data en de dekkingsgraad kan worden opgemerkt dat kenmerkend voor het Nederlandse cao-overleg is, dat cao's met name betrekking hebben op ondernemingsactiviteiten en dat in de regel alle werknemers die daarbij betrokken zijn, ook vallen onder de werkingssfeer van de cao. Indien functies worden uitgezonderd, dan betreft dat veelal leerlingen, statutair bestuurders of werknemers boven een bepaalde loonschaal. Beroepencao's zijn in Nederland uitzonderlijk, maar komen wel voor. Denk aan de Schilders-cao. In de gecodeerde cao's zijn geen bepalingen opgenomen over platformwerk

[2] Ministerie van Sociale Zaken en Werkgelegenheid (2019), Voorjaarsrapportage CBA-afspraken 2019.

en wordt geen onderscheid gemaakt tussen vakbondsleden en niet-vakbondsleden. De gecodeerde cao's bevatten geen gegevens over de dekkingsgraad. Tot slot is van belang te benoemen dat cao's dienen te worden aangemeld bij het ministerie van Sociale Zaken en Werkgelegenheid alvorens zij in werking kunnen treden.

Bijna alle gecodeerde cao's bevatten een of meer bepalingen over training, opleiding, leerlingen en stages, maar zeker niet alle cao's bevatten bepalingen met betrekking tot al deze onderwerpen. De mate waarin specifieke onderwerpen terugkomen in cao's verschilt per cao, waarbij geen significant verschil zichtbaar is tussen de verschillende sectoren. In weinig cao's zijn bepalingen opgenomen over de financiering van scholing en dat zal samenhangen met de aanwezigheid van zogenoemde sectoraal gefinancierde opleidingsfondsen. Ditzelfde beeld is zichtbaar wat betreft pensioen. Nagenoeg alle gecodeerde cao's bevatten een of meer bepalingen over pensioen. Maar de financiering (en voorwaarden) zijn veelal geregeld in sectorale bedrijfstakpensioenfondsen. Met betrekking tot ouderdom en andere sociale risico's als arbeidsongeschiktheid en werkloosheid verdient opmerking dat in Nederland door de wetgever publiekrechtelijke regelingen bestaan die werkenden aanspraak geven op een uitkering indien een van voornoemde risico's zich voordoen. In dat kader zijn afspraken tussen werkgevers en werknemers op deze deelterreinen veelal aanvullingen en deze afspraken worden wel gekwalificeerd als tweede pijler-afspraken.

Een groot deel van de gecodeerde cao's bevat een of meer bepalingen over uitzendwerk. De grote meerderheid daarvan gaat over de beloning van uitzendkrachten. Op grond van Europese en nationale wetgeving (en hierop gebaseerde cao's) is de beloning gelijk aan die van werknemers van de inlener. In Nederland is een stevige discussie over het terugdringen van flexwerk gaande en onderdeel daarvan is het gebruik van uitzendwerk. Met name de inzet van uitzendkrachten op structureel werk en de langdurige inlening van dezelfde uitzendkrachten wordt onwenselijk gevonden. In het licht daarvan verdient opmerking dat de Cao Banken de structurele inzet van uitzendkrachten verbiedt.

Met betrekking tot ziekte, vakantie en verlof, waaronder in dit verband wordt begrepen allerlei arrangementen om werk en privé te combineren, verwijst een groot deel van de cao's

naar de wet- en regelgeving die al veel bepalingen op dit terrein bevatten. Zo hebben Nederlandse werknemers op grond van de wet bij ziekte de eerste 104 weken recht op loonbetaling, 4 weken doorbetaalde vakantie en mogelijkheden om verlof op te nemen indien zorgtaken moeten worden uitgeoefend. Als cao's op deze terreinen bepalingen bevatten betreft dat veelal aanvullingen op het wettelijke minimum.

Gelijke beloning en gelijke behandeling is een belangrijk thema in relatie tot arbeidsverhoudingen. Denk aan de discussie over flexwerk in Nederland waarin de ongelijke beloning veelal een belangrijk thema is. Gelijke beloning voor hetzelfde werk op dezelfde plek is ook het leidende beginsel van de Herzieningsrichtlijn die gaat over grensoverschrijdende dienstverlening binnen de EU. Bij gelijke behandeling wordt in juridische zin snel gedacht aan het verbod op het maken van onderscheid, maar die gedachte is wel beperkt, in die zin dat een verbod op het maken van onderscheid er niet per definitie toe leidt dat de rechtspositie van groepen werkenden ook gelijk is. Nederland is daarvan een goed voorbeeld. De wet- en regelgeving bevat een flink aantal verboden ten aanzien van onderscheid, waarbij gedacht kan worden aan verboden onderscheid op grond van ras, geloof, geslacht en de aard van de arbeidsrelatie en toch is de ongelijkheid tussen bijvoorbeeld mannen en vrouwen ten aanzien van beloning nog aanzienlijk. Flankerend beleid is zonder meer nodig om verschillen op te heffen. In dit kader mag opvallend genoemd worden dat de gecodeerde cao's nagenoeg geen bepalingen bevatten over de gelijkheid tussen mannen en vrouwen.

Tot slot verdient opmerking dat het ministerie van Sociale Zaken en Werkgelegenheid in Nederland wordt geïnformeerd over de inhoud van cao's door middel van de wettelijke meldingsplicht. Iedere twee jaar brengt het ministerie van Sociale Zaken en Werkgelegenheid een rapport uit over deze inhoud met betrekking tot een aantal thema's van het cao-overleg. Het laatste rapport dateert uit 2019. In de loop van dit kalenderjaar zal een nieuw rapport verschijnen.

1 Introduction

Since the end of World War II, Nederlands Verbond voor Vakverenigingen (NVV), Christelijk Nationaal Vakverbond (CNV), and Nederlands Katholiek Vakverbond (NKV) have been the main trade union federations in the Netherlands. Initially, the Eenheidsvakbeweging (EVC) still occupied an important position, but refusing to accept the centrally led wage policy that was introduced after World War II, the EVC disappeared from the scene and was disbanded in 1964. The NVV, CNV, and NKV were recognized by the government as interlocutors at the central level because they were willing to cooperate in wage control in order to quickly rebuild the Netherlands after the war. In the 1980s, NVV and NKV merged to form the trade union federation Federatie Nederlandse Vakbeweging (FNV). Just prior that, the trade union federation *Raad voor Overleg voor Middelbaar en Hoger Personeel* (now VCP) was founded. Recently, a number of trade unions that were related to the federation FNV, merged to a new trade union FNV.

Table 1 Trade union members

	Trade union members x1000				
Federations and other trade unions	FNV	CNV	VCP	Others	Total
2015	1,094.8	2,89.1	102.6	247.7	1,734.4

Source: CBS Stateline 27 oktober 2015

The number of union members decreased by over 100 thousand in the period from 2015 to 2019.[3] Recent figures on the distribution of this decline among the various trade union federations and unions are not known.

The Dutch legislature plays a minor role in the formation of employment conditions in the Netherlands. Dutch labour law contains only a small number of regulations in areas such as vacation, wages, working conditions and working hours. Conditions of employment are traditionally established in the Netherlands through negotiations at individual and, in particular, collective level. Furthermore the degree of coverage of collective agreements in the Netherlands is high. Recent figures show that more than 5.5 million employees fall

[3] CBS, 'Ruim 100 duizend minder mensen lid van de vakbond', 25 oktober 2019.

within the scope of a collective agreement and that corresponds to 80 to 85%. This coverage ratio is fairly stable between 70 and 85% in the period from 1980 to 2019.[4]

The number of collective agreements in the Netherlands shows a varying picture between 2009 and 2016. Sometimes the number decreases compared to previous years and sometimes the number increases. The importance of the collective agreement on sectoral level for Dutch industrial relations remains high. Even before the World War II, the collective agreement on sectoral level was of greater significance than the collective agreement on company level, and it still is. In 2016, about 5 million of the 5.5 million covered employees were covered by a sectoral collective agreement.[5]

Under Dutch law, a collective agreement is regarded as a civil law contract to which the freedom of contract also applies in full. This means that the parties to a collective agreement are free to negotiate what they want and how they want. As a result, the structure of the collective agreement is determined autonomously by the parties to the collective agreement and, as a result, the collective agreement negotiations can differ (to a greater or lesser extent) from sector to sector.[6] In almost none of the sectors there is just one collective agreement for all workers. Often, there are several collective agreements per sector that apply to groups of employees or certain business activities. If several collective agreements have been concluded in a sector, this does not mean that all collective agreements are equally important. Frenkel, Jacobs and Nieuwstraten-Driessen have described the Dutch collective agreement structure, in which several collective agreements apply per sector, as a planetary system in which one or two collective agreements form the core(s) surrounded by a number of subordinate (satellite) collective agreements.[7]

In addition, an important feature of the Dutch collective bargaining system is that the periodic renewal of collective agreements is strongly linked to the consultation at national level and that CBA parties at the sector level are under the influence of the consultation between employer and employee organisations at the national level.

[4] Ministerie van Sociale Zaken en Werkgelegenheid (2019), Voorjaarsrapportage CBA-afspraken 2019.
[5] Ministerie van Sociale Zaken en Werkgelegenheid (2016), Voorjaarsrapportage CBA-afspraken 2016, p. 155 e.v.
[6] N. Jansen, Een juridisch onderzoek naar de representativiteit van vakbonden in het arbeidsvoorwaardenoverleg, Deventer: Kluwer 2019, p. 29 e.v.
[7] B.S. Frenkel, A.T.M. Jacobs en E. Nieuwstraten-Driessen, De structuur van het CBA-overleg. Een verkenning van de wijze waarop sociale partners in het arbeidsvoorwaardenoverleg functioneren, Alphen aan den Rijn – Brussel: Samsom 1908, p. 26.

An important feature of post-World War II Dutch collective bargaining was strong central coordination, which was largely shaped by the common goal of employer and employee organisations to rebuild the Netherlands after the war. The centrally led wage policy of just after the war gave little room for differentiation by company or sector. After criticism of the central wage policy, wage setting was liberalized in the 1960s, but the collective bargaining process had difficulty freeing itself from central coordination. The Wassenaar Agreement of 1982 is considered the start of the decentralisation trend in Dutch collective bargaining. In substance, the agreement contained nothing more than a compromise between the government and the social partners to moderate wage development in exchange for reduced working hours. The agreement thus gave a boost to the growth of employment and the government thus stepped back in the field of employment conditions formation. It was not until the 1990s that the idea of decentralisation became more of a reality when employer and employee organisations agreed that collective bargaining should be dominated by customisation and diversity.

From figures on Dutch industrial relations about the coverage rate of collective agreements, the ratio between company collective agreements and sector collective agreements, the numbers of collective agreements and the differences between different sectors, De Beer concluded that not much has come of the decentralisation trend.[8] The coverage rate of collective agreements is unchanged at around 80%, the ratio between company collective agreements and sectoral collective agreements has remained very stable in recent years, the number of collective agreements remains roughly the same and the differences between sectors are increasing slightly. The importance of the (sector) collective agreement remains high and the steering role of the trade union federations is still present. The trend towards decentralisation has led to collective agreements becoming more of a framework for further elaboration of the collective agreement at the decentralised level. In industrial sectors, collective agreements leave more room for companies, works councils and employees to deviate from the provisions of the collective agreement, to add more detail or to elaborate on them. Such collective agreements with a detailed decentralised consultation structure are

[8] P.T. de Beer, '30 jaar na Wassenaar: de Nederlandse arbeidsverhoudingen in perspectief', in: P.T. de Beer (red.), Arbeidsverhoudingen onder druk (Koninklijke Vereniging voor de Staatshuishoudkunde Preadviezen 2013), Den Haag: SDU Uitgevers 2013; P.T de Beer, 'Afbrokkelende legitimiteit van het poldermodel', in: M. Keune (red.), Nog steeds een mirakel? De legitimiteit van het poldermodel in de eenentwintigste eeuw, Amsterdam University Press BV 2016.

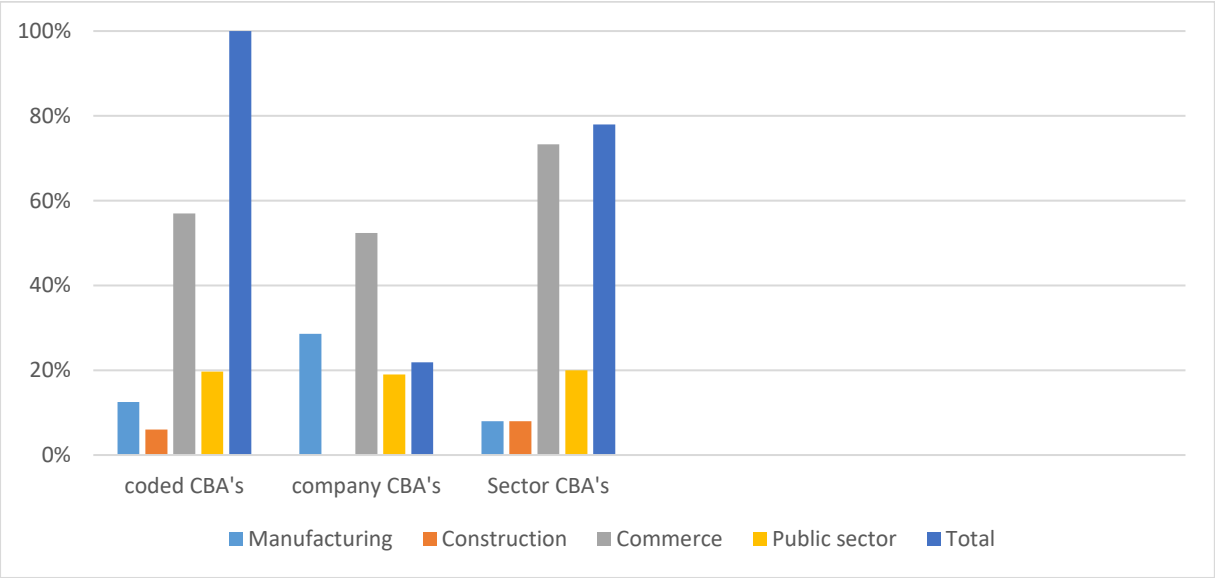
called framework collective agreements. Another development in Dutch collective bargaining is the introduction of *a la carte* collective agreements. These collective agreements contain individual menus of choice and aim to give individual employees more freedom in shaping their terms of employment. With the advent of framework collective agreements and *a la carte* collective agreements, parties to collective agreements have adapted the collective agreement to the desire for decentralisation.[9]

[9] N. Jansen, 'Een juridisch onderzoek naar de representativiteit van vakbonden in het arbeidsvoorwaardenoverleg, Deventer: Kluwer 2019, p. 30 t/m 36.

2 General data and coverage

This report contains data from 100 coded collective agreements, of which 21 are company collective agreements, 75 are sector collective agreements and four of them are CBAs which contain only pay scales. The majority of the coded collective agreements belong to one of the following four sectors: manufacturing (12), construction (6), commerce (55) and the public sector (19). Four of the coded collective agreements cannot be classified under any of the above sectors.

Figure 1 Coded CLAs per sector



Source: WageIndicator CBA Database, accessed 4 February 2021, selection Netherlands, Total = 96 CBAs

As mentioned in the introduction, the Dutch collective bargaining system can best be illustrated as a system of planets, with one or more core collective bargaining agreements surrounded by a layer of smaller collective bargaining agreements. For the manufacturing, construction and commerce sectors, this typology is entirely appropriate. For the public sector, this analogy does not apply. In the public sector, there are rather clusters of collective agreements that belong to a particular public service. Examples are education, healthcare and public administration. There are larger and smaller differences between these clusters that are related to the service to which the CBA applies.

According to the Collective Bargaining Act, a collective agreement cannot be entered into for a period longer than five years. However, after the end of the CBA, it can be extended, regardless of the initial duration of the CBA. The extension can also be up to five years. If no term has been agreed in the CBA, the CBA is considered to have been entered into for one

year. The CBA for painters and the CBA for private security have the longest duration of all coded CBAs with a maximum duration of five years. A number of collective agreements have a term of three years: the Professional Goods Transport Agreement, the DHL Parcel Agreement and the Drugstore Agreement. Most of the collective agreements that have been annotated have a duration of one or two years. The start dates of the coded collective agreements vary from 1 January to 1 December. Due to the coronavirus, fewer collective agreements were signed in 2020 than in previous years, and collective bargaining has been more difficult.[10]

A collective agreement can be concluded by an employer or by an employers' organisation. A collective agreement that is concluded by one employer is referred to as an company collective agreement and a collective agreement that is concluded by an employers' organisation is referred to as a sectoral collective agreement. As already noted in the introduction, the number of company CBAs in the Netherlands is more than four times the number of sector CBAs, but the importance of the company CBA for Dutch industrial relations is much smaller than the sector CBAs due to the much larger number of workers covered by the scope of the sector CBAs. Because of the importance of sectoral collective agreements for Dutch industrial relations, more sectoral collective agreements have been annotated. Therefore, the ratio of the number of codified company collective agreements to the number of sector collective agreements does not correspond to the ratio of numbers but to the coverage ratio. Sector CBAs are usually concluded by one or two employers' associations. An exception to this is the CBA for Construction and Infra, which is concluded by eleven different employers' associations. It should also be noted that there are two different collective labour agreements in the temporary employment sector that are equal in terms of content, but are still concluded separately by the Algemene Bond Uitzendondernemingen (ABU) and the Nederlandse Bond van Bemiddelings- en Uitzednondernemingen (NBBU) respectively.

According to the Collective Labour Agreement Act, a collective agreement must be entered into by one or more trade unions on the employee side. Trade unions must have the legal form of an association with full legal capacity. The Collective Labour Act does not have any representativeness requirements or a majority requirement, which means that a collective agreement can be entered into by one trade union which, at the same time, does not

[10] J. Kager, '2020: Minder CAO's afgesloten, CAO-overleg verloopt uitermate moeizaam', 7 december 2020 en L. Harteveld, 'Tussenevaluatie CAO-seizoen 2020: overleg gegijzeld door coronacrisis', juli 2020.

necessarily have to be the most representative union. Most collective agreements in the Netherlands are concluded by the trade unions FNV and CNV. The data shows that by far the majority of coded collective agreements are concluded by two or more trade unions. A characteristic of Dutch collective bargaining is that professional associations are very rarely party to a collective agreement. An exception to this is the CBA for hospitals. In addition to the traditional trade unions CNV and FNV, more than 20 professional associations are involved in this CBA via the trade union Nu'91 and the federation of professional associations.

The coded collective agreements do not contain any provisions about the number of employees who fall within the scope of the collective agreement. Insofar as sectoral collective agreements are concerned, they apply to the whole of the Netherlands. None of the coded collective agreements is limited in scope to a part or parts of the Netherlands. None of the coded collective agreements make a distinction in their scope between trade union and non-trade union members. The coded collective agreements do not limit the scope to age, but they do limit the scope to function. In 25 of the coded collective agreements, certain jobs or job groups are explicitly excluded from the scope. In the vast majority of cases, this is the position of director and/or it concerns jobs above a certain salary scale.

3 Job Titles

Almost all coded collective agreements use job grades or a job evaluation system. The most commonly used job evaluation system is ORBA.

Table 2 ***Job evaluation system***

Job evaluation system	Number of CBAs
ORBA	12
HAY	4
Bakenist	3
Cats	2
FUWAM	2
Hibin	1
Overig	7
Total	31

Source: WageIndicator CBA Database, accessed 4 February 2021

Almost all of the coded collective agreements contain provisions on education, training and apprenticeships, but not all collective agreements contain provisions in all three areas.

Table 3 ***Training***

Topic	Traning/apprenticeship	Training programs	Apprenticeships	Tranining programs and apprenticeships
Number of CBAs	85	39	37	23

Source: WageIndicator CBA Database, accessed 4 February 2021

Training programmes in collective agreements are found in (and evenly distributed over) the trade, construction and manufacturing sectors. In the public sector, with the exception of health care related collective agreements, there are few training programmes. Collective agreements in the public sector do contain provisions on training, but those provisions are training in a general sense rather than training related to work in the sector. The same applies to provisions on apprentices and internships. The coded collective agreements contain few, if any, stipulations about the costs of training and the contribution of employers. This in itself is not surprising, because of the presence of training and education Funds in many sectors that regulate training and education as well as the financial contribution of employers. Because of these sectoral training and education funds, separate arrangements for the funding of training in separate collective agreements are no longer necessary.

4 Pension and social security

Nearly all coded collective agreements contain provisions on pensions or social security. With regard to social security, a distinction was made during coding between incapacity for work versus unemployment.

Table 4 Pension and social security

Topic	Pension and Social Security	Contribution	Social Security disability	Social Security unemployment
Number of CBAs	95	63	35	11

Source: WageIndicator CBA Database, accessed 4 February 2021

Although almost all CBAs contain provisions on pensions, many refer to more detailed regulations about pension entitlements and the way the pension is funded. In this context, it should be noted that for more than 90% of the workers in the Netherlands, the supplementary pension (i.e., the pension in addition to the state pension) is arranged in industry-wide pension funds.[11]

Approximately one third of the coded collective agreements contain provisions on incapacity for work. Under Dutch law, an employer is obliged to continue paying at least 70% of the salary during the first 104 weeks of illness. If the incapacity for work lasts longer than 104 weeks, an employee may be entitled to an incapacity benefit. The amount of the benefit is related to the salary and the occupational disability percentage. The provisions in collective agreements concerning incapacity for work usually concern additional insurance for the period after 104 weeks. The insurance provided for in the CBA is therefore usually supplementary to the statutory incapacity for work insurance. There is no significant difference between the various sectors.

Only a small proportion (approximately 10%) of the coded CBAs contain a provision about a contribution in the event of unemployment.

[11] M. Keune en N. Payton, 'Aanvullende pensioenen op de mondiale financiële markt: bestuur, risico's en ongelijkheidseffecten', in: W. Been e.a. (red.), *Hoe goed werkt Nederland? Uitdagingen rond arbeidsmarkt, arbeidsverhoudingen en ongelijkheid*, Vakmedianet 2019.

5 Employment contracts

Almost all coded collective agreements contain one or more provisions on types of contract. Half of the coded collective agreements contain a provision about the probationary period and in about half of those the collective agreement stipulates that the probationary period is 60 days. Section 7:652 of the Dutch Civil Code provides that a probationary period of two months is only permissible if an employment contract is agreed upon for two years or longer. This statutory regulation may be deviated from by collective agreement, in the sense that, for example, a probationary period of two months may also apply to short-term contracts. In view of the statutory regulation of Section 7:652 of the Dutch Civil Code, it is therefore not surprising that in approximately 50% of the cases in which a CBA contains a regulation on the trial period, the trial period is always set at 60 days. Over one third (9 out of 25) of the CBAs in which a probationary period of 60 days has been agreed upon, concern a company CBA, which is a relatively high number. CBAs in which a 60-day probationary period has been agreed upon are spread across the trade, construction and manufacturing sectors. In collective agreements in the public sector, little use is made of the legal option to extend the statutory probationary period. There is no significant difference between the various sectors.

Only a small number of the coded collective agreements include a provision on the payment of severance pay in the event of termination of a fixed-term contract. In effect since 1 January 2020, the law stipulates that employees are also entitled to the statutory transitional allowance when a fixed-term contract is terminated. If a CBA contains a regulation on the payment of severance pay upon termination of the employment contract, reference is usually made to the law. In article 7:673 of the Civil Code, the right to severance pay is regulated in Dutch law.

Part-time workers are not excluded from the scope, which is not surprising in light of the European Directive on part-time work which - simply put - prohibits unequal treatment of part-time workers.

Apprentices and trainees, however, are regularly excluded (in 22 of the coded collective agreements) from the scope of collective agreements. The exclusions of apprentices in collective agreements are found in (and evenly distributed across) the trade construction and manufacturing sectors, and in the public sector, with the exception of care-related collective agreements, where there are hardly any exclusions of apprentices.

Sixty of the coded collective agreements contain provisions on temporary workers. These are either provisions on the use of temporary workers or provisions on the remuneration of temporary workers. There is no significant difference between the various sectors. Incidentally, there are two collective agreements on temporary work that explicitly regulate temporary work. These are the ABU collective agreement and the NBBU collective agreement. These collective agreements determine, amongst other things, the remuneration to which temporary agency workers are entitled. The so-called hirer's remuneration in the collective agreements for temporary employees determines which wage components that apply at the hire company must be paid to temporary employees. Under Dutch law, it is possible that a company collective agreement or sector collective agreement (not being a temporary employment agreement) also contains provisions on the remuneration of temporary employees. In that case, the collective agreement that applies to the user company, must contain a provision to the effect that the user company informs the employment agency of the remuneration for temporary agency workers contained in the collective agreement for the hiring of temporary agency workers. As a rule, the provisions that are most favourable to the temporary agency worker take precedence.

The collective agreement for banks explicitly stipulates that the structural deployment of temporary employees is prohibited.

6 Sickness and disability

Almost all coded collective agreements contain one or more provisions on sickness and/or disability. This is not entirely surprising, because the risk of illness has been privatised in the Netherlands, which means that employers are obliged to continue paying the wages of a sick employee for the first 104 weeks of illness and are also responsible for the reintegration of sick employees. The statutory regulation is a minimum regulation, which means that additional agreements can be made in the employment contract or the CBA.

The wage payment obligation for employers is set by law at a minimum of 70% of the agreed wage (with a certain maximum). In the legislative operation that led to the privatisation of the illness risk, the legislator noted that an increase of this minimum was possible, but that in view of the reduction of the number of persons disabled in the Netherlands at that time, it would be undesirable if the agreed increase were to amount to more than 170% over 104 weeks. Social partners have complied with this and in many collective agreements the total wage payment obligation is maximised at 170%. The way in which the 170% is calculated differs per CBA. In most CBAs, 100% of the salary is paid during the first 52 weeks, after which the amount drops to 70%. Sometimes a sliding scale of 100-90-80-70% is chosen during 104 weeks, depending also on the extent to which sick employees still perform work.

Table 5 Percentage wage in case of sickness

	First 52 weeks of sickness			
Percentage	100%	90-95%	80-85%	70-75%
Number CBAs	60	5	2	6

Source: WageIndicator CBA Database, accessed 4 February 2021

The law does not make a distinction between illness caused by or at work and illness in the private sphere or not related to work when it comes to salary payment during illness. Such a distinction is sometimes made in collective agreements in the context of the wage supplement. For example, there is no entitlement to a 100% supplement if the illness was caused by fault or deliberate recklessness, which sometimes includes practising a dangerous sport. Conversely, collective agreements do stipulate that if the illness is the result of a work-

related accident, there is an automatic entitlement to continued payment of 100% of the salary. Approximately one third of the coded collective agreements include a regulation on salary payment in the event of illness caused by a work-related accident.

As noted above, the reintegration of sick employees is part of the employer's obligations. The reintegration obligations of the employer are anchored in law and these obligations entail that an employee must primarily be reintegrated into his own function. An employee can enforce this obligation in court. In the light of this legal obligation, it is not necessary to contractually agree that an employee has a right to return. Such a right already exists. Nevertheless, 16 of the coded collective agreements contain provisions on return in the event of long-term occupational disability.

None of the coded collective agreements contain a provision on menstrual leave. If menstruation results in a physical condition which prevents the employee from performing the stipulated work, an employee may be entitled to salary payment on account of illness.

7 Health and medical assistance

Of the coded collective agreements, 71 contain one or more provisions on health and/or medical assistance. The nature of the provisions differs, however.

Under Dutch law, the employer is responsible for the safety and health of employees and pursues an occupational health and safety policy. Part of that policy is the written inventory and evaluation of risks. In carrying out the tasks arising for the employer from the Working Conditions Act, the employer must be assisted by a working conditions service and/or *arbo* doctor. The employer is therefore obliged by law to cooperate with a health and safety service. In the event of illness, a doctor from the occupational health and safety service with which the employer cooperates will, as a rule, invite the employee to attend a consultation and offer the employee help and guidance. In light of this, it is not surprising that few of the coded collective agreements contain a provision on access to a doctor at the employer's expense, as the law already provides for this to a large extent.

Many of the coded collective agreements (62) contain a provision on health and safety policy, which fits in with the legal obligations in this area discussed above, and in 39 of the coded collective agreements, reference is made to a document that does not belong to the collective agreement. In 18 of the coded collective agreements, one or more provisions on protective clothing can be found, and in 17 of the coded collective agreements, one or more provisions on training in this area can be found. These are not necessarily the same collective agreements. Only 7 of the coded collective agreements contain both a provision on protective clothing and training, and these are mainly collective agreements in the construction sector, such as the CBA *afbouw en natuursteen* and the CBA *bouw en infra*.

Only a small number of the coded collective agreements (10) also contain a provision on an employer's contribution to the employee's health insurance. In the past, agreements were made between employer and employee about such a contribution, but this has changed since the Health Insurance Act came into force in 2006. Under this Act, the employer is obliged to bear part of the cost of the insurance. This legal obligation for employers may explain the lack of provisions on an employer's contribution in collective agreements.

8 Work/Family Balance Arrangements

Almost all coded collective agreements contain one or more provisions on work/family balance. Of these, 49 collective agreements contain a provision on maternity leave and either reference is made to the statutory regulation on maternity leave or the statutory periods (16 weeks maternity leave in total) are mentioned. Thus, based on the law, there is an entitlement to paid maternity leave and the level of pay is 100%. This has been explicitly agreed to in a number of collective agreements (16) and the remaining collective agreements that include one or more provisions on maternity leave refer to the law. The right to return to work after maternity leave is explicitly laid down in a handful of collective agreements (5). Only one CBA (CBA Heineken 2018) explicitly stipulates that it is prohibited to discriminate on the basis of maternity. Only two collective agreements contain a provision on health and safety related to maternity and/or breastfeeding (CBA Sanquin 2017 and CBA Recreatie 2019-2020). Only three of the coded collective agreements contain a provision on leave for women related to breastfeeding (CBA Heineken 2018, CBA Gemeenten 2020-2021 and CBA Sanquin 2017).

In case of death, care for children or paternity leave, most collective agreements contain a provision entitling employees to a number of days of leave. This is illustrated in the table below.

Table 6 Leave in days

Days	Leave		
	Dependant relatives	Death relatives	Paternity leave
1-2	4	35	36
3-9	1	25	14
10 and more	16	4	3
Not specified	30	19	11

Source: WageIndicator CBA Database, accessed 4 February 2021

In under 35 of the coded collective agreements, employees are entitled to wages in the event of paternity leave and this percentage is 100% in most cases. In the CBA Banks 2019-2020, the wage entitlement during paternity leave is capped at 70%, but the duration of the paid leave is the longest of all the coded CBAs at 30 days.

Dutch law includes rules on leave in the Work and Care Act. Every employee is entitled to short-term and long-term care leave. Short-term care leave is for the necessary care in case of illness of, for example, children. The regulations in the law are minimum regulations that can be deviated from in favour of the employee by means of a collective agreement.

None of the coded collective agreements contain provisions on childcare, schooling for children or childcare allowances.

9 Gender equality

The *Centraal Planbureau* (CPB) figures from the end of 2020 show that the gender pay gap did not decline further between 2016 and 2018, and that gap is significant.[12] Both in the business sector and in government, women earned on average a lower hourly wage than men in 2018. In government, men earn on average 28 euros per hour compared to women, who earn 26 euros per hour (8% less). In business, it is 22 euros for men compared to 18 euros for women (10% less). The level of hourly wages is influenced by a variety of factors such as sector, age and level of education. In order to make hourly wages comparable between men and women, adjustments must be made. After adjustment, there are unexplained pay differences which can be attributed to gender. This gap is 7% in the business sector and 4% in the public sector. Although research shows that equal pay for men and women works well for the economy and society, the Netherlands has not succeeded in closing the wage gap. According to Vegter the time of noncommittal action plans to close the gap is over.[13] Meanwhile there is a bill that obligates employers with 250 or more employees to apply for a certificate proving that they meet the standards regarding equal pay. Furthermore, the bill introduces an obligation for employers to report on wage differences.

Although equal pay is also high on the agenda in collective bargaining,[14] only a handful of the coded collective agreements (seven in total) contain one or more provisions on equal pay for equal work. The vast majority of collective agreements do not contain an explicit provision on equal pay for men and women either. Only five collective agreements contain one or more provisions on this matter. A number of collective agreements do contain one or more provisions on equal opportunities for men and women with regard to promotion (13 collective agreements) and training (seven collective agreements) and monitoring equal treatment between men and women (seven collective agreements). Only five of the coded collective agreements contain specific provisions on support for women with disabilities. Furthermore, the number of collective agreements that provide for the appointment of a gender equality trade union officer is limited to five. Slightly more collective agreements (29 of the coded collective agreements) contain provisions on combating discrimination in a

[12] CPB, 'Loonverschil mannen en vrouwen tussen 2016 en 2018 niet verder gedaald', 26 november 2020.
[13] M.S.A. Vegter, 'Voor gelijke lonen is echt iets meer nodig dan een voorlichtingscampagne', De Volkskrant 6 december 2020.
[14] Zie oa: AWVN/MKB-Nederland/VNO-NCW, 'Arbeidsvoorwaardennota 2020. Waardevol werkgeven', p. 19 e.v. en FNV, 'Arbeidsvoorwaardenagenda 2020. Goed werk, eerlijk inkomen', p. 4 e.v.

general sense. The same applies to combating violence in the workplace and, more specifically, sexual harassment. These are 18 and 24 respectively.

10 Wages

Almost all coded collective agreements contain one or more wage scales. The pay scales are usually based on job level, skill level and experience and/or years of service. Fifty-two of the coded collective agreements include a structural wage increase, which usually applies to all workers covered by the scope of the collective agreement and is not dependent on the company's results. In addition, more than one third of the collective agreements include a one-off extra payment. In only six of the coded collective agreements is an extra remuneration included in relation to the company's result. In two thirds of the coded CLAs it is determined that there is extra pay for evening and night work. The extra reward per hour varies from 20 to 100% of the hourly wage. Almost all the coded collective agreements contain one or more provisions or overtime and compensation for overtime. The extra remuneration per hour varies from 20 to 60% of the regular hourly wage. The same applies to working on Sundays. There is no significant difference between the various sectors.

11 Working times

Almost all coded collective agreements contain one or more provisions on working hours. There is no significant difference between the different sectors.

Table 7 Working hours

	Agreed working hours			
	Per day	Per week	Per month	Per year
Number of CBAs	38	74	8	20

Source: WageIndicator CBA Database, accessed 4 February 2021

Table 8 Working hours per week

	Agreed working hours per week				
	<38	38-39	40	>40	unknown
Number of CBAs	20	24	19	5	6

Source: WageIndicator CBA Database, accessed 4 February 2021

Table 9 Working hours per year

	Agreed working hours per year				
	< 1872	1872-1878	1930-1984	2080	unknown
Number of CBAs	2	8	6	3	1

Source: WageIndicator CBA Database, accessed 4 February 2021

In 28 of the coded collective agreements, the number of overtime hours is capped. The maximum number of hours that may be worked in overtime varies greatly from one CBA to another.

Nearly all the coded collective agreements contain provisions on paid holidays. Under Dutch law, an employee is entitled to four times the number of hours agreed per week, which equals four weeks of paid holiday. This means that an employee who works five days a week is entitled to at least 20 days paid holiday. This statutory minimum may be deviated in favour of the employee. There is no significant difference between the various sectors.

Table 10 Paid holiday

	Paid holiday in days				
Number of days	20-23	24	25	>25	Refers to the law or unknown
Number of CBAs	7	15	29	14	23

Source: WageIndicator CBA Database, accessed 4 February 2021

The majority of the coded collective agreements (58 in total) contain one or more provisions on working hours and breaks. Of the coded collective agreements, 31 contain a provision implying that workers are entitled to at least one day of rest per week.

Of the coded collective agreements, 57 contain one or more provisions relating to paid leave for trade union activities, and the duration of the leave varies from one to ten days per year.

Finally, it is worth noting that of the coded collective agreements, 45 contain one or more provisions on flexible working, which includes the flexible use of the agreed hours, but also the 'buying' of extra days off.

12 Conclusion

Collective bargaining in the Netherlands can be called peaceful, considering the figures on collective bargaining with regard to the number of collective agreements, the ratio between sectoral collective agreements and company collective agreements and the degree of coverage of collective agreements. The Netherlands has about 700 regular collective agreements, of which just over 500 are company collective agreements and just under 200 are sector collective agreements. Of the 5.5 million employees covered by a collective agreement, over five million are covered by a sectoral collective agreement and 500 thousand by a company collective agreement. Although the number of company CLAs is larger than the number of sector CLAs, the importance of the company CLA for Dutch industrial relations is less due to the fact that the number of employees covered by a sector CLA is almost eleven times larger. This is one of the reasons it was decided to encode relatively more sector CLAs. Moreover, sectoral agreements in the Netherlands are more easily accessible to third parties than company agreements. Mainly because of competition considerations, few company collective agreements are freely accessible to third parties. Because of the coronavirus pandemic, fewer collective labour agreements were concluded in 2020 than in previous years, but there are no indications that this trend will continue once the pandemic has ended.

In this report, the results of 100 coded collective agreements have been processed. The coding was done on the basis of 12 themes. These are: general data, coverage ratio, job titles, pension and social security, employment contracts, sickness and disability, health and medical assistance, work/family balance arrangements, gender equality, wages and working times.

With regard to the general data and degree of coverage, it can be noted that it is characteristic of Dutch collective bargaining that collective agreements primarily concern business activities and that, as a rule, all employees involved in these activities fall within the scope of the collective agreement. If positions are excluded, this usually concerns apprentices, directors or employees above a certain pay scale. Although professional collective agreements are rare in the Netherlands, they do occur, e.g. the CBA for painters. The coded collective agreements do not contain any provisions on platform work and make no distinction between trade union and non-trade union members. The coded collective

agreements do not contain any data on the degree of coverage. Finally, it is important to note that collective agreements must be notified to the Ministry of Social Affairs and Employment before they can take effect.

Almost all coded collective agreements contain one or more provisions on training, education, apprenticeships and traineeships, but certainly not all collective agreements contain provisions on all of these subjects. The extent to which specific topics occur in collective agreements differs, with no significant difference between the various sectors. Few collective agreements contain provisions on the funding of training, and this is expected to be related to the presence of so-called sectorally financed training funds. The same picture emerges with regard to pensions. Nearly all coded collective agreements contain one or more provisions on pensions. But the financing (and conditions) is often arranged in sectoral pension funds. With regard to old age and other social risks such as incapacity for work and unemployment, it should be noted that in the Netherlands there are statutory regulations that entitle employees to a benefit if one of the aforementioned risks occurs. In that context, agreements between employers and employees in these areas are often supplements and these agreements are qualified as second-pillar agreements.

A large proportion of the coded collective agreements contain one or more provisions on temporary agency work. The vast majority of these provisions concern the remuneration of temporary agency workers. Based on European and national legislation (and the collective agreements based on it), the remuneration is the same as that for employees at the user company. In the Netherlands, there is a strong ongoing discussion about reducing flexible work and part of that is the use of temporary work. In particular, the use of temporary agency workers for structural work and the long-term hiring of the same temporary agency workers is considered undesirable. In light of this, it should be noted that the Collective Labour Agreement for Banks prohibits the structural use of agency workers.

With regard to sickness, holidays and leave (which in this context includes all kinds of arrangements to combine work and private life), a large number of CLAs refer to the legislation and regulations that already contain many provisions in this area. For example, by law, Dutch employees are entitled to salary payments during the first 104 weeks of illness

and to paid leave if they need to provide care. If collective agreements contain provisions in these areas, they are mainly supplement to the legal minimum.

Equal pay and equal treatment is an important theme in labour relations. In the Netherlands there is an ongoing discussion about flexible work and in this discussion unequal pay is often a major theme. Equal pay for the same work in the same place is also the guiding principle of the Revision Directive which deals with cross-border services within the EU. In a legal sense, equal treatment quickly brings to mind the prohibition of discrimination, but this idea is limited in the sense that a prohibition of discrimination does not necessarily lead to equal positions. The Netherlands is a good example of this. The legislation and regulations contain a large number of prohibitions on discrimination, such as prohibited distinctions on the grounds of race, religion, gender and the nature of the employment relationship and yet the inequality between, for instance, men and women in terms of remuneration is still considerable. Flanking policies are definitely needed to eliminate differences. In this context, it is remarkable that the coded collective labour agreements contain hardly any provisions on gender equality.

Finally, it should be noted that in the Netherlands the Ministry of Social Affairs and Employment is informed about the content of collective agreements through the legal obligation to report. Every two years, the Ministry of Social Affairs and Employment publishes a report on the content with regard to a number of themes of collective bargaining. The last report dates from 2019. A new report will appear in the course of this calendar year.

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